

PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH



**health**

Department:  
Health  
PROVINCE OF KWAZULU-NATAL

**BILLS OF QUANTITIES**

with JBCC PRINCIPAL BUILDING AGREEMENT EDITION 6.2

**RETURNABLE DOCUMENT**

ONE VOLUME APPROACH

**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT**

**Engineer/Principal Agent**

Department of Health: Infrastructure Unit  
Private Bag X9051  
PIETERMARITZBURG  
3200  
033 940 2559  
033 940 2559 - Tel Number

raswai.potsane@kznhealth.gov.za

**Employer:**

Head: Health  
KZN Department of Health  
Private Bag X9051  
**PIETERMARITZBURG**  
3200

**Region:**

Head: Health  
KZN Department of Health  
Private Bag X9040  
**Pietermaritzburg**  
3200

Bid Number: ZNB 5306/2025-H  
CIDB 6 GB  
ECDP Number: N/A

Project Code: N/A  
Closing Date: 30 March 2026  
Contract Period: 5 MONTHS

Contracting Party: \_\_\_\_\_

CIDB Registration number: \_\_\_\_\_

Central Suppliers Database Registration Number: \_\_\_\_\_

**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT**



## **THE BID**

### **1. PART T1: BID PROCEDURES**

- T1.1 Bid Notice and Invitation to Bid
- T1.2 Bid Data
- T1.3 Annexure F - Standard Conditions of Bid

### **2. PART T2: RETURNABLE DOCUMENTS**

- T2.1 List of Returnable Documents
- T2.2 Authority to Sign Bid
- T2.3 Authority for Consortia or Joint Venture's to Sign Bid
- T2.4 Special Resolution of Consortia or Joint Venture's
- T2.5 Joint Venture Involvement Declaration
- T2.6 Schedule of Proposed Sub-Contractors
- T2.7 Capacity of Bidder
- T2.9 Preference Certificate
- T2.10 Site Inspection Certificate as proof for attendance of compulsory site meeting. (if applicable)
- T2.11 Declaration of Interest - SBD 4
- T2.12 Record of Addenda to Bid Documents
- T2.17 Contractor's Safety, Health and Environmental Declaration.
- T2.18 Compulsory Enterprise Questionnaire.
- T2.19 Tax Compliance Status (TCS) PIN to verify on line Compliance Supplier Status via e-Filing
- T2.20 Proof of Good Standing with the Compensation Commissioner (Attach)
  
- T2.21 Form of Offer and Acceptance (Bound into Section 1 of 2)
- T2.21a Confirm Receipt of Offer and Acceptance
- T2.22 Complete Priced Bill of Quantities
- T2.25 The National Industrial Participation Programme

T2.28	Proof of CIDB Registration Number
T2.29	Proof of payment of Bid deposit
T2.30	Contract Form - Purchase of Goods/Works - Part 1
T2.31	Contract Form - Purchase of Goods/Works - Part 2
T2.32	Required Structure of Contractor's detailed OHSE Plan
T2.33	Client's specific requirements for the Contractor's detailed OHSE Plan
T2.34	Base line Risk Assessment
T2.35	Declaration Certificate for local production and content for designated sectors - SBD 6.2
T2.36	Quality Criteria

## **THE CONTRACT**

### **3. PART C1: AGREEMENT AND CONTRACT DATA**

C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Form of Guarantee

### **4. PART C2: PRICING DATA**

C2.1	Pricing Instructions
C2.2	Preliminaries for JBCC Principal Building Agreement Edition 6.2
Paym C2.3	Bills of Quantities
	Maximum Bank or Insurance Guaranteed Sum (Not exceeding 10% of the Contract Sum)

### **5. PART C3: SCOPE OF WORKS**

C3.1	Scope of Works
C3.2	Specification for HIV/AIDS awareness
C3.3	HIV/STI Compliance report

### **6. PART C4: SITE INFORMATION**

C4.1	Site Information
------	------------------

### **7. DRAWINGS**

C5.1	List of Drawings
------	------------------

## 8. ANNEXURES

Annexure 1	Standard Preambles and Specifications
Annexure 2	Joint Venture Agreement
Annexure 3	Builders Lien Agreement
Annexure 4	EPWP Scope
Annexure 5	Geotechnical Report
Annexure 6	Occupational Health and Safety Specification

### IMPORTANT NOTICE TO BIDDERS

Any reference to words Bid or Bidder herein and/or in any other documentation shall be construed to have the same meaning as the words Bid or Bidder. These forms are for internal and external use for the KZN Department of Health, Provincial Administration of KwaZulu-Natal.

"**Quality**" shall mean totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs.

**No alternative Bids will be accepted.**

The Total (Including Value Added Tax) on the Final Summary of the Bill of Quantities must be carried to the "Offer" part **only** of the Form of Offer and Acceptance - T2.21

"**Enterprise**" shall mean the legal Bidding Entity or Bidder who, on acceptance of the Offer, would become the **contractor**"



**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22  
BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH  
TECHNOLOGY EQUIPMENT**

---

---

**THE BID**



**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22  
BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH  
TECHNOLOGY EQUIPMENT**

---

---

**PART T1. - BID PROCEDURES**



**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22  
BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH  
TECHNOLOGY EQUIPMENT**

---

---

**T1.1 - BID NOTICE AND INVITATION TO BID**

<b>T1.1 BID NOTICE AND INVITATION TO BID</b>			
<b>THE KZN DEPARTMENT OF HEALTH INVITES BIDS FOR THE PROVISION OF:</b>			
<b>Project title:</b>	<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT</b>		
<b>Bid no:</b>	<b>ZNB 5306/2025-H</b>	<b>Project Code:</b>	<b>N/A</b>
<b>Advertisement date:</b>	<b>13 February 2026</b>	<b>Closing date:</b>	<b>30 March 2026</b>
<b>Closing time:</b>	<b>11:00</b>	<b>Validity period:</b>	<b>84 DAYS</b>

It is estimated that bidders should have a CIDB contractors grading designation of 8GB or higher. No alternative Class of work, as referred to in Clause 25(3)(a)(i) of the CIDB Regulations, as amended, is anticipated for this project.

	<p>It is estimated that Potentially Emerging enterprises should have a CIDB contractor grading of <b>(N/A)</b> and satisfy the criterion stated in the Tender Data. (<i>Only applicable if Client has an Official Mentorship programme in place to assist potentially emerging enterprises</i>)</p> <p>All Tenderer's should have a CIDB Class of Construction Contractor Grading Designation as indicated above. No Tenderer with a PE status can be considered if "<b>N/A</b>" is indicated above because the Department does not have an Official Mentorship Programme in place to assist a Potentially Emerging Enterprise.</p>
--	---

**Only bidder's who are responsive to the following responsiveness criteria are eligible to submit bids:**

<input checked="" type="checkbox"/>	<p>Only those bidders who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with the latest Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations for a :</p> <p>8 GB or higher, class of construction work, are eligible to have their bids evaluated.</p> <p>Bid values in close proximity to the limit of a bid value range will be dealt with in accordance with Clause 25(3)(a)(ii) and 25(7A) of the latest amended Regulation.</p>
<input checked="" type="checkbox"/>	<p>Joint ventures are eligible to submit bids provided that:</p> <ol style="list-style-type: none"> <li>1 every member of the joint venture is registered with the CIDB; and</li> <li>2 the lead partner has a contractor grading designation in the 7GB or higher, class of construction work; or</li> <li>3 the combined contractor grading designation calculated in accordance with Clause 25(6) of the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation in accordance with the sum tendered for a 8GB or higher, class of construction works, or a value determined in accordance with the latest Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol> <p>Refer to Table 9 of the Regulation for requirements of combinations.</p>
<input checked="" type="checkbox"/>	Bid document must be properly received on or before the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).
<input checked="" type="checkbox"/>	Submission of Compulsory Returnable Schedules documents as per List of returnable documents.
<input type="checkbox"/>	Tax Compliance Status (TCS) <b>PIN</b> number and bidder's or entity tax reference number.
<input checked="" type="checkbox"/>	Contractor's Safety, Health and Environmental Declaration.
<input checked="" type="checkbox"/>	Complete priced Bill of Quantities to be submitted on the day of the bid closing date.
<input checked="" type="checkbox"/>	Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a <b>Bidder may not be awarded a contract</b> if he/she is not registered and in good standing with the Compensation Commissioner.
<input checked="" type="checkbox"/>	Proof of Paid Municipal Rates and Taxes (F3.13.1 - Bid Data) (Attach)
<input checked="" type="checkbox"/>	Proof of UIF Registration (F3.13.1 - Bid Data) (Attach)
<input checked="" type="checkbox"/>	Financial Standing and other resources of Business Declaration (If Applicable).
<input checked="" type="checkbox"/>	Compulsory Enterprise Questionnaire.
<input checked="" type="checkbox"/>	Bidders must fulfil the functionality criteria first before their price will be considered.

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

Name of Bidder: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

Telephone Number CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

Cellphone Number: \_\_\_\_\_

Facsimile Number: CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

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

VAT Registration Number: \_\_\_\_\_

TAX COMPLIANCE STATUS (TCS) PIN TO VERIFY ON LINE COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING (T2.19) YES  or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (T2.9) YES  or NO

IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY SANAS? [Tick Applicable Box] YES  or NO   
 A Verification Agency Accredited by the South African Accreditation System (SANAS)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? [If yes, enclose proof] YES  or NO

This bid will be evaluated according to the preferential procurement model in the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017:

x	80/20 Preference point scoring system	90/10 Preference point scoring system
---	---------------------------------------	---------------------------------------

**NOTE** See Quality Criteria in Annexures 6 of the Annexures attached to this document.

Quality requirement:	70	Points
Payment reduction of 10% of the value certified in the payment certificate (excluding VAT) to maximum of 10% of the Contract Sum.	80	points
Maximum Bank or Insurance Guaranteed Sum (Not exceeding 10% of the Contract Sum)		
<b>2. Other specific goals (according to the PPPFA):</b>		
(a) Contract participation goal by awarding contracts to targeted enterprises	0	Points
(b) [insert specific goal]	0	Points
(c) [insert specific goal]	0	Points
(d) [insert specific goal]	0	Points
<b>Total must equal 10 or 20 points</b>	<b>20</b>	Points

**Notes:**

- 1 The successful bidder will be required to fill in and sign a written JBCC 2018 2nd Edition 6.2 Contract.
- 2 Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.
- 3 The requirements in respect of the application of either 80/20 and 90/10 preference points scoring system, as reflected in clause F3.11 of the **Bid Data**, will apply and the points reflected above for preferences will be adjusted accordingly on a pro-rata basis if required.
- 4 The bid box is generally open during official working hours.
- 5 All Bids must be submitted on the official forms – (Not to be re-typed)
- 6 THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (JBCC 2018) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
- 7 **(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**
- 8 Where stated in the tender data that a two-envelope system has been followed, open only the non-financial proposal of valid tenders in the presence of tenderer's agents, who choose to attend, at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.  
 Evaluate that non-financial proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals are to be opened.  
 Open only the financial proposals of tenderers who, in the quality evaluation score, have more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the non-financial proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose non-financial proposals failed to achieve the minimum number of points for quality.

**TENDER DOCUMENTS:**

The document can be downloaded from Department of Health website at no cost. [Tenders - Department of Health or Home Page - eTenders Portal](#).

**SITE INSPECTION MEETING**

A Compulsory Site Inspection Meeting will take place as follows:

**Kwamagwaza Hospital - Paeds Ward**

on: **Thursday, 05 March 2026**

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE OR TECHNICAL INFORMATION MAY BE DIRECTED TO:**

DOH Project Manager:	Mr. R.E. POTSANE	Telephone no:	033 940 2559
Cell no:	072 422 5679	Fax no:	
E-mail:	<a href="mailto:raswai.potsane@kznhealth.gov.za">raswai.potsane@kznhealth.gov.za</a>		

**DEPOSIT / RETURN OF TENDER DOCUMENTS: (Bid Documents)**

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 document**.

All tenders must be submitted on the official forms – (not to be re-typed)

**TENDER DOCUMENTS MAY BE:**

<b>DEPOSITED IN THE BID BOX AT:</b>
CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE 310 JABU NDLOVU STREET PIETERMARITZBURG 3201



**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT**

---

---

**T1.2 - BID DATA**

<b>T1.2 BID DATA</b>			
<b>Project title:</b>	<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT</b>		
<b>Project Code:</b>	<b>N/A</b>		
<b>Bid No:</b>	<b>ZNB 5306/2025-H</b>	<b>Closing date:</b>	<b>30 March 2026</b>
<b>Closing time:</b>	<b>11:00</b>	<b>Validity period:</b>	<b>84 DAYS</b>
<b>Clause number:</b>			
	<p>The conditions of Tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as per Board Notice <b>423 of 2019</b> in Government Gazette <b>42622 of 8 August 2019</b> as amended from time to time. (see <a href="http://www.cidb.org.za">www.cidb.org.za</a>) Refer to Conditions of Tender as bound into this document.</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 "C" in the above mentioned Standard Conditions of Tender.</p>		
C.1.1	<p>The Employer is the Head: KZN Department of Health-Province of KwaZulu-Natal)</p> <p>For this contract the <u>single volume</u> 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 5 of the CIDB's "Standard for Uniformity in Engineering and Construction Works Contracts."</p> <p>The list of Returnable Documents identifies which of the documents a Tenderder must complete when submitting a Tender. The Tenderder must submit his Tender by completing the Returnable Documents including the priced Final Summary of the Bills of Quantities, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the whole of the procurement document back to the Department bound up as it was when it was received.</p>		
C.1.2	<p>The single volume procurement document issued by the Employer comprises the following:</p> <p><b>TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender Notice and Invitation to Tender</p> <p>T1.2 - Tender Data</p> <p>T1.3 - Annexure C - Standard Conditions of Tender</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules (See different forms listed in <b>T2.1 - Returnable Schedule</b>)</p> <p><b>CONTRACT</b></p> <p><b>Part C1: Agreements and Contract Data</b></p> <p>C1.1 - Form of Offer and Acceptance</p> <p>C1.2 - Contract Data</p> <p>C1.3 - Form of Guarantee</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Bills of Quantities</p> <p><b>Part C3: Scope of works</b></p> <p>C3.1 - Scope of Works</p> <p>C3.2 - Specification for HIV/AIDS awareness</p> <p>C3.3 - HIV/STI Compliance report</p> <p>C3.4 - Project Specific Construction Safety, Health and Environmental Specification</p> <p>C3.5 - Supplementary Preambles</p> <p><b>Part C4: Site information</b></p> <p>C4.1 - Site Information</p> <p>C4.2 - Builders Lien Agreement</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 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.</p> <p>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.</p> <p>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.</p>
	<b>Only the complete Service as per the Bills of Quantities</b>
C.2.13.2	Tenderers are to ensure that their company details appear on the entire relevant Tender documentation and must be legible.
C.2.13.4	The second sentence shall read as follows "The Employer will hold all authorised signatories jointly and severally liable on behalf of the tenderer". Tenderers proposing to contract as a Joint Venture shall submit a valid Joint Venture Agreement before the Joint Venture's offer could be accepted. Individuals, Partnerships and Companies proposing to contract as a party to a Joint Venture shall be jointly and severally liable on behalf of the Joint Venture.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per <b>T1.1 Tender Notice and Invitation to Tender</b> .
	A Open Procedure will be followed
C.2.15	The closing time for submission of tender offers is as per <b>T1.1 Tender Notice and Invitation to Tender</b> .
C.2.16	The tender offer validity period is as per <b>T1.1 Tender Notice and Invitation to Tender</b> .
C.2.17	Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with the preferred tenderer, following a competitive selection process, should the Employer elect to do so and provided that the competitive position of the preferred tenderer is not affected.
	The tenderer is to submit the Priced Bills of Quantities with the Returnable's at the closing of the tender.
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.2.22	Tenderers <b>do not</b> have to return all retained tender documents within 28 days after expiry of the Tender validity period.
	Tenderers are to refer to <b>List of Returnable Schedules and Scope of Works</b> to establish what is required to be submitted with this tender.
C.3.4	The location for opening of the tender offers, immediately after the closing time thereof shall be at: <b>KZN Department of Health, Supply Chain Management, 310 Jabu Ndlovu Street, Pietermaritzburg, 3200 at the time indicated on T1.1 Notice and Invitation to Bid</b>
C.3.8	<p>The employer must determine, on opening and before detailed valuation, whether each Tender offer properly received:</p> <ol style="list-style-type: none"> <li>complies with the requirements of the Conditions of Tender.</li> <li>has been properly and fully completed and signed, and</li> <li>is responsive to the other requirements of the Tender documents.</li> </ol> <p>A responsive tender is one that conforms to all the terms, conditions and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ol style="list-style-type: none"> <li>detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work or</li> <li>significantly change the Employers or the Tenderers risks and responsibilities under the contract, or</li> <li>affect the competitive position of other Tenderers presenting responsive tenders, if it were to be rectified.</li> </ol> <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>

C.3.13	<p><b>Tender offers will only be accepted if:</b></p> <ul style="list-style-type: none"> <li>(a) Tenderers must be registered on Government's Central Supplier Database (CSD) and include their master registration number (MAAA number) on the cover page of the tender document in order to enable the institution to verify the tenderers tax status on the CSD</li> <li>(b) the Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation is required for this tender and the Tenderer has submitted a CIDB certificate of registration which clearly indicates the status "Active"</li> <li>(c) the Tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal services charges.</li> <li>(d) the Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform to the contract in the best interests of the employer or potentially compromise the Tender process.</li> <li>(e) 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 No. 12 of 2004) as a person prohibited from doing business with the public sector; and</li> <li>(f) the Tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect.</li> </ul> </li> <li>(g) the Tenderer is registered with: <ul style="list-style-type: none"> <li>i) the Unemployment Insurance Fund (UIF); and</li> <li>ii) the Workmen's Compensation Fund</li> </ul> </li> <li>(h) the Tenderer submitted Authority to Sign the tender.</li> <li>(i) the Tenderer submitted Financial standing &amp; other resources of Business Declaration.</li> <li>(j) the Tenderer submitted Equipment Schedules, if applicable.</li> <li>(k) the Tenderer signed the Form of Offer that is part of the Form of Offer and Acceptance.</li> <li>(l) the Tenderer submitted Preference Certificate, if applicable.</li> <li>(m) the Tenderer submit Final Summary of Bill of Quantities at tender closing.</li> <li>(n) the Tenderer submitted Declaration of Interest.</li> <li>(o) the Tenderer submitted Site Inspection Certificate from the Compulsory Briefing Meeting</li> <li>(p) All information required to assess 'Functionality' as per Tender Data scheduled requirements</li> </ul> <p>Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Tenderer as described in the form of offer and acceptance.</p>
C.3.15	Tenderers are informed that any formal dispute shall be resolved by being referred to Arbitration only.
C.3.17	Provide to the successful Tenderer one copy of the signed contract document and one copy of an unpriced bills of quantities



**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT**

---

---

**T1.3 - Annexure C - Standard Conditions of Tender**

## T1.3 - Annexure C - Standard Conditions of Tender

Note: Where this document refers to Bid or Bidder it shall be read as tender or tenderer

### C.1 General

#### C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently and comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderer's shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and the tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

#### C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the **tender data**.

#### C.1.3 Interpretation

**C.1.3.1** The **tender data** and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**C.1.3.2** These conditions of tender, the **tender data** and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

**C.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

#### C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Communication shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the **tender data**.

**C.1.5 Cancellation and Re-Invitation of Tenders**

- C.1.5.1** An employer may, prior to the award of the tender, cancel a tender if-
- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
  - b) funds are no longer available to cover the total envisaged expenditure; or
  - c) no acceptable tenders are received.
  - d) there is a material irregularity in the tender process.
- C.1.5.2** The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.
- C.1.5.3** An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

**C.1.6 Procurement procedures****C.1.6.1 General**

Unless otherwise stated in the **tender data**, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

**C.1.6.2 Competitive negotiation procedure**

- C.1.6.2.1** Where the **tender data** requires that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- C.1.6.2.2** All responsive tenderers, or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the **tender data**, shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- C.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- C.1.6.2.4** The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

**C.1.6.3 Proposal procedure using the two stage-system****C.1.6.3.1****Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the **tender data**, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

**F.1.6.3.2****Option 2**

**C.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**C.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the **tender data**, and award the contract in terms of these conditions of tender.

**C.2 Tenderer's obligations****C.2.1 Eligibility**

**C.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the **tender data** and the tenderer, or any of his principals, is not under any restriction to do business with employer.

**C.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

**C.2.2 Cost of tendering**

**C.2.2.1** Accept that, unless otherwise stated in the **tender data**, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**C.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**C.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

**C.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

Payment red

**Maxi C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

**C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the **tender data**, in order to take the addenda into account.

**C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the **tender data**.

**C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the **tender data**.

**C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the **contract data**. The tenderer is advised to seek qualified advice regarding insurance.

**C.2.10 Pricing the tender offer**

**C.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the **tender data**.

**C.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**C.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the **contract data**.

**C.2.10.4** State the rates and prices in Rand unless instructed otherwise in the **tender data**. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

**C.2.12 Alternative tender offers**

**C.2.12.1** Unless otherwise stated in the **tender data**, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

**C.2.12.2** Accept that an alternative tender offer must be based only on the criteria stated in the **tender data** or criteria otherwise acceptable to the employer.

**C.2.12.3** An alternative tender offer must only be considered if the main tender offer is the winning tender.

**C.2.13 Submitting a tender offer**

**C.2.13.1** Submit one tender offer only, either as single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the **contract data** and described in the **scope of works**, unless stated otherwise in the **tender data**.

**C.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

**C.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the **tender data**, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**C.2.13.4** Sign the original and all copies of the tender offer where required in terms of the **tender data**. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

- C.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the **tender data**, as well as the tenderer's name and contact address.
- C.2.13.6** Where a two-envelope system is required in terms of the **tender data**, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the **tender data**, as well as the tenderer's name and contact address.
- C.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the **tender data**.
- C.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the **tender data**.
- C.2.14 Information and data to be completed in all respects**  
Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- C.2.15 Closing time**
- C.2.15.1** Ensure that the employer receives the tender offer at the address specified in the **tender data** not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2** Accept that, if the employer extends the closing time stated in the **tender data** for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- C.2.16 Tender offer validity**
- C.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the **tender data** after the closing time stated in the **tender data**.
- C.2.16.2** If requested by the employer, consider extending the validity period stated in the **tender data** for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substitutes by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period lapses before the employer evaluating the tender offer(s), the contractor reserves the right to review the price based on Consumer Price Index (CPI)
- C.2.16.4** Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
- C.2.17 Clarification of tender offer after submission**  
Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
- Note:** *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

**C.2.18 Provide other material**

**C.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employers request, the employer may regard the tender offer as non-responsive.

**C.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

**C.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the **tender data**.

**C.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the **contract data**.

**C.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**C.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the **tender data**.

**C.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the **tender data**.

**C.3 The employer's undertakings****C.3.1 Respond to request from the tenderer**

**C.3.1.1** Unless otherwise stated in the **tender data**, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the **tender data** and notify all tenderers who collected tender documents.

**C.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) days before the tender closing time stated in the **tender data**. If, as a result a tenderer applies for an extension to the closing time stated in the **tender data**, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

**C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the **tender data**, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

**C.3.4 Opening of tender submissions**

**C.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the **tender data**. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**C.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the **tender data**, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

**C.3.4.3** Make available the record outlined in C.3.4.2 to all interested persons upon request.

**C.3.5 Two-envelope system**

**C.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderer's agents who choose to attend at the time and place stated in the **tender data** and announce the name of each tenderer whose technical proposal is opened.

**C.3.5.2** Evaluate the functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the **tender data**, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

**C.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

**C.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

**C.3.8 Test for responsiveness**

**C.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**C.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**C.3.9 Arithmetical errors, omissions and discrepancies**

**C.3.9.1** Check Responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

**C.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line items totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

**C.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices

**C.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

**C.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

**C.3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures

<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b>	
<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

**C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**C.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the **contract data**, require the employer to provide.

**C.3.13 Acceptance of tender offer**

Accept tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the **tender data**, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

**C.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

**C.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

**C.3.15 Complete Adjudicator's Contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**C.3.16 Registration of the Award**

An Employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

**C.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.



**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22  
BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH  
TECHNOLOGY EQUIPMENT**

---

---

**PART T2 - RETURNABLE DOCUMENTS**

**T2.1 LIST OF RETURNABLE DOCUMENTS**

<b>Project title:</b>	<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT</b>		
<b>Project Manager:</b>	<b>Mr RE POTSANE</b>	<b>Bid no:</b>	<b>ZNB 5306/2025-H</b>

**1. RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES**

*(Bidder to Insert a tick (√) in the "Returnable document" column to check which documents he/she returned with the bid)*

<b>Bid document name</b>	<b>Returnable document</b>	
Authority to Sign Bid	Yes	
Authority for Consortia or Joint Venture's to Sign Bid	Yes	
Special Resolution of Consortia or Joint Venture's	Yes	
Joint Venture Involvement Declaration	Yes	
Schedule of Proposed Sub-Contractors	Yes	
Capacity of Bidder	Yes	
Preference Certificate	Yes	
Site Inspection Certificate as proof for attendance of compulsory site meeting. (if applicable)	Yes	
Compulsory Enterprise Questionnaire.	Yes	
Declaration of Interest - SBD 4	Yes	
Record of Addenda to Bid Documents	Yes	
Contractor's Safety, Health and Environmental Declaration.	Yes	
Compulsory Enterprise Questionnaire.	Yes	
Proof of CIDB Registration Number	Yes	
Contract Form - Purchase of Goods/Works - Part 1		
Contract Form - Purchase of Goods/Works - Part 2		
Quality Criteria	Yes	

**2. RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES  
 BUT TO BE SUPPLIED BY THE BIDDER**

*(Bidder to Insert a tick (√) in the "Returnable document" column to check which documents he/she returned with the bid)*

<b>Bid document name</b>	<b>Returnable document</b>	
Tax Compliance Status (TCS) PIN to verify on line Compliance Supplier Status via e-Filing	Yes	
Proof of Good Standing with the Compensation Commissioner (Attach)	Yes	
Proof of Registration Number on the Central Suppliers Database	Yes	

### 3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

*(Bidder to Insert a tick (√) in the "Returnable document" column to check which documents he/she returned with the bid)*

Bid document name	Returnable document	
	Yes	
Form of Offer and Acceptance (Bound into Section 1 of 2)	Yes	
Confirm Receipt of Offer and Acceptance	Yes	
Complete priced BOQ	Yes	

### 4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

*(Bidder to Insert a tick (√) in the "Returnable document" column to check which documents he/she returned with the bid)*

Bid document name	Returnable document	
	Yes	
Bill of Quantities	Yes	
Form of Guarantee	Yes	
List of Drawings/Annexure's	Yes	
The National Industrial Participation Programme	Yes	
Required Structure of Contractor's detailed OHSE Plan	Yes	
Client's specific requirements for the Contractor's detailed OHSE Plan	Yes	
Base line Risk Assessment	Yes	
Declaration Certificate for local production and content for designated sectors - SBD 6.2	Yes	

### 5. DOCUMENTS REQUIRED FOR THE EVALUATION OF FUNCTIONALITY

*(Bidder to Insert a tick (√) in the "Returnable document" column to check which documents he/she returned with the bid)*

Payment reduction of 10% of the value certified in the payment certificate	Returnable	
	No	N/A
Maximum Bank or Insurance Guaranteed Sum (Not exceeding 10% of the Contract Sum)	No	N/A

**AUTHORITY TO SIGN A BID**

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorize Mr/ Mrs/ Ms.....

acting in the capacity of .....

whose signature is.....

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

*(if the space provided is not enough please list all the director in the resolution letter)*

**Note:**

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and such resolution shall include a specimen signature of the signatory.

- Co-operative: Resolution letter from the directors
- Close Corporation: Resolution letter from the directors
- Company: Resolution letter from the directors
- Sole Proprietor: Resolution letter from the directors
- Partnership: Resolution letter from the directors
- Joint Venture / Consortium: / Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

**Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.**  
Failure to complete, sign and date this form or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.

Payment reduction of 10% of the value certified in the payment certificate (excluding VAT) to maximum of 10% of the Contract Sum.  
 Maximum Bank or Insurance Guaranteed Sum (Not exceeding 10% of the Contract Sum)

**T2.3 AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN BID**

**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 (town): \_\_\_\_\_ on (date): \_\_\_\_\_

**RESOLVED that:**

1. The Enterprise submits a Bid, 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 KZN Department of Health in respect of the following project:

**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED  
PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT**

Bid Number: **ZNB 5306/2025-H**

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 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.

3. 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.
4. 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal Code)

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal Code)

Telephone number: (Dialling Code followed by number) \_\_\_\_\_

Fax number: (Dialling Code followed by number) \_\_\_\_\_

Email Address :

Payment reduction of 10% of the value certified in the payment certificate (excluding VAT) to maximum of 10% of the Contract

**Maximum Bank or Insurance Guaranteed Sum (Not exceeding 10% of the Contract Sum)**

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

**Note:**

- \* Delete which is not applicable.
- NB.** This resolution / Power of Attorney must be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- 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 (If Any)**

Deemed to satisfy joint venture arrangements	Designation	
Grading 2 + Grading 2 + Grading 2	= 3	Bidders who envisage entering into a Joint Venture shall complete a submit a Joint Venture Agreement (see copy of CIDB's agreement elsewhere in this document) with this bid.
Grading 3 + Grading 3 + Grading 3	= 4	
Grading 4 + Grading 4	= 5	
Grading 4 + Grading 3 + Grading 3	= 5	
Grading 5 + Grading 5	= 6	
Grading 5 + Grading 4 + Grading 4	= 6	
Grading 6 + Grading 6	= 7	
Grading 6 + Grading 5 + Grading 5	= 7	
Grading 7 + Grading 7 + Grading 7	= 8	
Grading 8 + Grading 8 + Grading 8	= 9	

**T2.4 SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES**

**RESOLUTION** of a meeting of the duly authorised 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, of the Enterprises forming a Consortium/Joint Venture)*

- \_\_\_\_\_
- \_\_\_\_\_
- 2. \_\_\_\_\_
- \_\_\_\_\_
- 3. \_\_\_\_\_
- \_\_\_\_\_
- 4. \_\_\_\_\_
- \_\_\_\_\_
- 5. \_\_\_\_\_
- \_\_\_\_\_
- 6. \_\_\_\_\_
- \_\_\_\_\_
- 7. \_\_\_\_\_
- \_\_\_\_\_
- 8. \_\_\_\_\_
- \_\_\_\_\_

held at: \_\_\_\_\_ (place) on \_\_\_\_\_ (date)

**RESOLVED that:**

- A. The above-mentioned Enterprises submits a Tender in Consortium/Joint Venture to the KZN Department of Health in respect of the following project:

**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT**

Tender Number: **ZNB 5306/2025-H**

Project Code: **N/A**

B. 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 Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender 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:

\_\_\_\_\_

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.

Payment reduction of 10% of the value certified in the payment certificate (excluding VAT) to maximum of 10% of the Contract Sum.

Maximum Bank or Insurance Guaranteed Sum (Not exceeding 10% of the Contract Sum)

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 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal Code)

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal Code)

Telephone number: (Dialling Code followed by number) \_\_\_\_\_

Fax number: (Dialling Code followed by number) \_\_\_\_\_

Email Address : \_\_\_\_\_

**\*BOARD OF DIRECTORS / MEMBERS / PARTNERS in Consortium of Joint Venture**

	<b>Name</b>	<b>Capacity</b>	<b>Signature</b>
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 / Power of Attorney 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.

## T2.5 JOINT VENTURES INVOLVEMENT DECLARATION

<b>Project title:</b>	<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT</b>		
<b>Bid no:</b>	<b>ZNB 5306/2025-H</b>	<b>Project Code:</b>	<b>N/A</b>

**DECLARATION RELATING TO A BID SUBMITTED BY A JOINT VENTURE :**

I/We the undersigned parties do hereby declare that our respective involvement in the Works, of which I/we tender by Joint Venture, would be as follows :-

<b>Party No. 1</b>			
		<b>CENTRAL SUPPLIERS DATABASE REGISTRATION NO:</b>	
		<b>BIDDERS CIDB REGISTRATION NUMBER:</b>	
Name			
Address			
Percentage involvement		%	

<b>Party No. 2</b>			
		<b>CENTRAL SUPPLIERS DATABASE REGISTRATION NO:</b>	
		<b>BIDDERS CIDB REGISTRATION NUMBER:</b>	
Name			
Address			
Percentage involvement		%	

<b>Party No. 3</b>			
		<b>CENTRAL SUPPLIERS DATABASE REGISTRATION NO:</b>	
		<b>BIDDERS CIDB REGISTRATION NUMBER:</b>	
Name			
Address			
Percentage involvement		%	



<b>T2.6 SCHEDULE OF PROPOSED SUBCONTRACTORS</b>			
<b>Project title:</b>	<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT</b>		
<b>Bid no:</b>	<b>ZNB 5306/2025-H</b>	<b>Project Code:</b>	<b>N/A</b>

We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all subcontractors who are contracted to construct a house **are registered as home builders with the National Home Builders Registration Council.**

No	Name and address of proposed Subcontractor	Nature and extent of work	Year Completed	Value (R):	Contact Tel No:	Previous experience with Subcontractor
1						
	CIDB Registration Number:					
2						
	CIDB Registration Number:					
3						
	CIDB Registration Number:					
4						
	CIDB Registration Number:					
5						
	CIDB Registration Number:					
<b>Name of authorised representative</b>		<b>Signature</b>		<b>Capacity</b>		<b>Date</b>
<b>Name of Enterprise:</b>						

<b>T2.7 CAPACITY OF BIDDER</b>			
<b>Project title:</b>	<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT</b>		
<b>Bid no:</b>	<b>ZNB 5306/2025-H</b>	<b>Project Code:</b>	<b>N/A</b>

1. **WORK CAPACITY:** (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)
- 1.1. **Artisans and Employees:** (*Artisans and Employees to be ,or are ,employed for this project*)

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





**2. PARTICULARS OF THE BIDDERS CURRENT AND PREVIOUSLY COMPLETED COMMITMENTS:**

**2.1. Current private sector projects:** *(List the 5 projects closest to the contractor grading designation of this project)*

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	

**2.2. Current Government sector projects:** *(List the 5 projects closest to the contractor grading designation of this project)*

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	

**2.3. Previously completed projects:** *(List the 5 projects closest to the contractor grading designation of this project)*

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
2	Project Name	Identity document not longer than 3 months	Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	

Name of Bidder	Signature of authorised representative	Date

<b>T2.9 PREFERENCE POINTS CLAIM - SBD 6.1</b>			
<b>Project title:</b>	<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT</b>		
<b>Tender no:</b>	<b>ZNB 5306/2025-H</b>	<b>Project Code:</b>	<b>N/A</b>

**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.

**BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all Tenders:

- the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).

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

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

- (a) Price points and
- (b) Specific Goals

80
20

1.4 The maximum points for this tender are allocated as follows:

	POINTS		POINTS
PRICED	80	OR	90
SPECIFIC GOALS	20		10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>		<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2 DEFINITIONS

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

## 3 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:

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)^{\frac{80}{20}} \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)^{\frac{90}{10}}$$

Where:

- $P_s$  = Points scored for cooperative price of Tender under consideration  
 $P_t$  = Comparative price of Tender under consideration  
 $P_{\min}$  = Comparative 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:

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)^{\frac{80}{20}} \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)^{\frac{90}{10}}$$

Where:

- $P_s$  = Points scored for cooperative price of Tender under consideration  
 $P_t$  = Comparative price of Tender under consideration  
 $P_{\min}$  = Comparative price of lowest 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) 3any 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 80/20 system	Number of points claimed 80/20 system (To be completed by the tenderer)
In terms of Departmental Preferential Procurement Regulation Policy 2024, 20 full points are allocated to companies who are at least 51% owned by Black people	20 points (To be allocated for specific goals)	

**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.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

**EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS**

**SWORN AFFIDAVIT - B-BBEE EXEMPTED MICRO/MACRO ENTERPRISE**

I, the undersigned,

<b>Full name and Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

- a) The contents of this statement are to the best of my knowledge a true reflection of the facts
- b) I am a member/ director / owner of the following enterprise and am duly authorized to act on its behalf

<b>Enterprise name</b>	
<b>Trading Name (If applicable)</b>	
<b>Registration Number</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty), Ltd, Sprop etcole</b>	
<b>Nature of Buisness:</b>	
<b>Definition of "Black People"</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "BlackPeople" is a generic term which means Africans, Coloureds and Indians a) who are citizens of the Republic of South Africa by birth or descent, or b) who became citizens of the Republic of South Africa by naturalisation- i) before 27 April 1994; or ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date
<b>Definition of "Black Designated Groups"</b>	"Black Designated Groups" means: a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; b) Black people who are youth as defined in the National Youth Commission Act of 1996; c) Black people who are persons with disabilities as defined in the Code of Good Practice of employment of people with disabilities issued under the Employment Equity Act; d) Black pe living in rural and under developed areas; e) Black military veterans who qualifies to be called a military veteran in terms of th Military Veterans Act 18 of 2011;

- c) I hereby declare under Oath that:

1. The Enterprise is \_\_\_\_\_ % Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No. 53 of 2003 as amended by Act No 46 of 2013.
2. The Enterprise is \_\_\_\_\_ % Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No. 53 of 2003 as amended by Act No 46 of 2013.
3. The Enterprise is \_\_\_\_\_ % Black Designated Group Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No. 53 of 2003 as amended by Act No 46 of 2013.
4. Black Designated Group Owned % Brakedown as per defination stated above.
  - a) Black Youth %= \_\_\_\_\_ %
  - b) Black Disabled %= \_\_\_\_\_ %
  - Black Unemployed %= \_\_\_\_\_ %
  - Black People living in rural areas %= \_\_\_\_\_ %
  - Black Military Veterans %= \_\_\_\_\_ %
5. Based on the Financial Statement/Management Accounts and other information available on the latest financial year end of \_\_\_\_\_, the annual Total Revenue was R10 000 000.00 (ten million rands) or less
6. Please Confirm on the below table the B-BBEE Level Contributor by **ticking the applicable box.**

c)

d)

e)

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black	<b>Level Three</b> (100% B-BBEE procurement recognition level)	

a) I know and understand contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter. b) The swon affidavit will be valid for the period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_



Stamp

\_\_\_\_\_

Signature of Commisioner of Oaths

<b>T2.10 COMPULSORY SITE INSPECTION MEETING CERTIFICATE</b>			
<b>Project title:</b>	<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT</b>		
<b>Bid no:</b>	<b>ZNB 5306/2025-H</b>	<b>Project Code:</b>	<b>N/A</b>
<b>Site Inspection Date:</b>		<b>05 March 2026</b>	

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved: **Kwamagwaza Hospital, Existing Paediatric Unit**

This is to certify that (bidder's representative name) -----

On behalf of (company name) -----

Visited and inspected the site on **05 March 2026** at **Kwamagwaza Hospital, Melmoth** and is therefore familiar with the circumstances and the scope of the service to be rendered.

\_\_\_\_\_  
 Signature of Bidder or Authorized Representative  
 (PRINT NAME)

**DATE:** \_\_\_/\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
 Name of Departmental or Public Entity Representative



Departmental Stamp:

T2.11a CLARITY ON DECLARATION OF INTEREST SBD 4 (a)			
<b>Project title:</b>	<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSED 22 BED PAEDIATRIC WARD AND ALL NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT</b>		
<b>Tender no:</b>	<b>ZNB 5306/2025-H</b>	<b>Project Code:</b>	<b>N/A</b>

BIDDER'S DISCLOSURE

<b>BIDDER NAME</b>	
	<b>LEGISLATION ON DISCLOSURE OF INTEREST</b>

The Public Service Act 103 of 1994 indicates in section 30(1) that "No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department."

Furthermore, in terms of the Public Service Regulations paragraph 13(c), "An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act"

Treasury Regulations 16A8.4 further indicates that "If a supply chain management official or other role player, or any close family member, partner or associate of such official or other role player, has any private or business interest in any contract to be awarded, that official or other role player must-(a) disclose that interest; and (b) withdraw from participating in any manner whatsoever in the process relating to that contract."

**CLARITY ON HOW TO DISCLOSE**

Clause 2.2 of the Bidders Disclosure (SBD4), require the bidder to disclose a relationship with any person employed by the entire KZN Department of Health, even if that person is not employed by the procuring institution. The Department may use other Computer Assisted Techniques to verify possible interest, should you be found to have failed to disclose correctly, your bid/quotation will be treated as a false declaration, treated as non-responsive and disqualified.

For example, if the tender is advertised or invited by Addington Hospital, yet the person with interest is employed by Manguzi Hospital, as long as that official is employed by the Department of Health, the bidder is required to disclose interest. Therefore the question is, do you, or any person connected with the bidder, have a relationship with any person who is employed by the KZN Department of Health? If so, please furnish particulars on Bidders Disclosure (SBD4) section 2.2.1, as attached below,

I read the above clarity on disclosure of interest and I commit to disclose as directed, should I fail to disclose correctly, I am aware of the consequences, which may include disqualification of my offer.

\_\_\_\_\_  
BIDDER SURNAME AND  
INITIALS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**This document must be signed and submitted together with your bid**

**SBD 4**

**BIDDER'S  
DISCLOSURE**

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder. Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest 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 the 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

Payment reduction of 10% of the value certified in the payment certificate (excluding VAT) to maximum of 10% of the Contract Sum.  
Maximum Bank or Insurance Guaranteed Sum (Not exceeding 10% of the Contract Sum)

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

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

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

Signature .....

Date .....

Position .....

Name of bidder .....

**This document must be signed and submitted together with your bid**

<b>T2.12 RECORD OF ADDENDA TO BID DOCUMENTS</b>			
<b>Project title:</b>	<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT</b>		
<b>Bid no:</b>	<b>ZNB 5306/2025-H</b>	<b>Project Code:</b>	<b>N/A</b>

1. I / We confirm that the following communications received from the Department of Health before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)

	Date	Title or Details	No. of Pages
a.			
b.			
c.			
d.			
e.			
f.			
g.			
h.			
i.			
j.			
k.			
l.			
m.			

Name of authorised representative	Signature	Date

OR

2. I / We confirm that no communications were received from the Department of Health before the submission of this tender offer, amending the tender documents.

Name of authorised representative	Signature	Date

<b>T2.17 CONTRACTOR'S SAFETY, HEALTH AND ENVIRONMENTAL DECLARATION</b>			
<b>Project title:</b>	<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT</b>		
<b>Bid no:</b>	<b>ZNB 5306/2025-H</b>	<b>Project Code:</b>	<b>N/A</b>

In terms of Regulation 5(1)(h) of the Construction Regulations of February 2014 a Contractor may only be appointed to perform construction work if the Client is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014. In line with this requirement the Contractor is required to read through this document carefully, sign it and submit it with his/her Bid.

**DECLARATION**

1. I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications attached to this document.
2. I hereby declare that my company and its employees has the necessary competency and resources to safely carry out the construction works under this contract in compliance with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
3. I hereby confirm that adequate provisions has been made in my Bid to cover the cost of all Safety, Health and Environmental duties and responsibilities imposed on me by the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
4. I hereby undertake that if my Bid is accepted, to provide before commencement of the Works under the contract or as required by the Conditions of the Contract, a suitable and sufficiently documented Construction Safety, Health and Environmental Management Plan in accordance with Regulation 7(1)(a) of the Construction Regulations of February 2014, which shall be subject for approval by the Client.
5. I confirm that I may not commence with any part of construction work under the contract until my Construction Safety Health and Environmental Management Plan has been approved in writing by the Client.
6. I hereby confirm that copies of the following documentation will be kept on site for viewing and inspection purposes for the duration of the construction work:
  - a) Client's Construction Safety, Health and Environmental Specification.
  - b) Approved Construction Safety, Health and Environmental Plan.
  - c) Occupational Health and Safety Act, Act 85 of 1993.
  - d) Construction Regulations of February 2014.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014, and accept that my Bid will be rejected.

Duly signed at..... on this the..... day of..... 20.....

\_\_\_\_\_  
 Full Name of Signatory

\_\_\_\_\_  
 Name of Enterprise

\_\_\_\_\_  
 Capacity of Signatory

\_\_\_\_\_  
 Signature of authorised representative of Bidder

<b>T2.18 Compulsory Enterprise Questionnaire</b>			
<b>Project title:</b>	<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT</b>		
<b>Bid no:</b>	<b>ZNB 5306/2025-H</b>	<b>Project Code:</b>	<b>N/A</b>

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

**Section 1: Name of enterprise:**

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

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

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

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 6 partners

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

Company registration number	
Close corporation number	
Tax reference number	

**Section 6: Record of 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 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 Provinces	<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 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
Payment reduction of 10% of the value certified in the payment certificate (excluding VAT) to maximum of 10% of the Contract Sum.			
Maximum Bank or Insurance Guaranteed Sum (Not exceeding 10% of the Contract Sum)			

\*insert separate page if necessary

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

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

<b>Position of authorised representative</b>		<b>Date</b>	
--	--	-------------	--

<b>Signature of authorised representative</b>	
<b>Name of authorised representative</b>	
<b>Enterprise name</b>	

**T2.19 TAX COMPLIANCE STATUS (TCS) PIN TO VERIFY ON LINE COMPLIANCE  
 SUPPLIER STATUS VIA SARS e-FILING**

<b>Project title:</b>	<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT</b>		
<b>Bid no:</b>	<b>ZNB 5306/2025-H</b>	<b>Project Code:</b>	<b>N/A</b>

**TAX CLEARANCE REQUIREMENTS**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates.

1. In order to meet this requirement bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Compliance Status (TCS) **PIN** that will be valid for a period of 1 (one) year from the date of approval.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.
4. Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
5. Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**IMPORTANT NOTICE**

1. The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates.
2. From 18 April 2016 SARS introduced an enhanced Tax Compliance (TCS) system.
3. The new system allows taxpayers to obtain a Tax Compliance Status (PIN), which can be utilised by authorised third parties to verify taxpayers compliance status online via SARS e-filing.
4. Bidders are required to fill in clearly, legibly, in bold print and black ink the SARS (TCS) PIN number and Tax Reference number in the space hereunder:

<b>Tax Compliance Status(TCS) PIN Number</b>	
<b>Company / Bidding Entity Tax Reference Number</b>	

**Name of Bidder:** .....

**Signature of bidder:** .....

**Date:** .....

**T2.20 CERTIFIED PROOF OF GOOD STANDING WITH THE COMPENSATION COMMISSIONER**

<b>Project title:</b>	<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT</b>		
<b>Bid no:</b>	<b>ZNB 5306/2025-H</b>	<b>Project Code:</b>	<b>N/A</b>

**ATTACH A COPY OF PROOF, THAT THE TENDERER IS IN GOOD STANDING WITH THE COMPENSATION COMMISSIONER, TO THIS PAGE FOR ADJUDICATION PURPOSES**

**NOTE**

In the case of a Bid by a Joint Venture, certified copies of proof of Good Standing with the Compensation Commissioner in respect of each party to the Joint Venture must be attached to this page

**T2.21 - FORM OF OFFER AND ACCEPTANCE**

Agreement

**Bid no: ZNB 5306/2025-H**

**OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT**

The Bidder, 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 and complies fully with the requirements of Clause F.3.13 in the Bid Data.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Bidder 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:**

<b>Amount (in words):</b>	
<b>Amount in figures:</b>	R

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 Bidder before the end of the period of validity stated in the Tender Data, whereupon the Bidder 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: .....	<b>OR</b>	Natural Person or Partnership: .....
And: Whose Registration Number is: .....		Whose Identity Number(s) is/are: .....
And: Whose Income Tax Reference Number is: .....		Whose Income Tax Reference Number is/are: .....

**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: .....	<b>Note:</b> 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 BIDDER:**

<b>Name of authorised representative</b>	<b>Signature</b>	<b>Date</b>

**WITNESSED BY:**

<b>Name of witness</b>	<b>Signature</b>	<b>Date</b>

**Bid no: ZNB 5306/2025-H**

This Offer is in respect of the official documentation.

**GUARANTEE OPTIONS:**

The Bidder agrees to provide a bank or insurance guarantee in accordance with the relevant clause of the Conditions of the JBCC 6.2 Contract within the period stated in the Contract Data. This guarantee shall be for a sum equal to an amount stated in the Contract Data.

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.

N/A

N/A

N/A

Payment reduction of 10% of the value certified in the payment certificate (excluding VAT) to maximum of 10% of the Contract Sum.

Maximum Bank or Insurance Guaranteed Sum (Not exceeding 10% of the Contract Sum)

(iv) bank or insurance guarantee of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)

N/A


NOTE: Should the contractor fail to furnish the security in terms of the above, the employer, in his sole discretion and without notification to the contractor, is entitled to change the contractor'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 clause 11.7 of the JBCC contract 2018 Edition 6.2 shall be applicable

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 Bidder 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 Bidder are:**

Telephone No: \_\_\_\_\_ Cell Phone No: \_\_\_\_\_

Fax No: \_\_\_\_\_ Email Address : \_\_\_\_\_

Postal address: \_\_\_\_\_

Banker : \_\_\_\_\_ Branch : \_\_\_\_\_

UIF Registration Number: \_\_\_\_\_ CIDB Registration Number: \_\_\_\_\_

Central Suppliers Database  
 Registration Number:

ECDP Number:

## ACCEPTANCE (For Official use only)

**Bid no: ZNB 5306/2025-H**

By signing this part of this Form of Offer and Acceptance, the Employer identified below, accepts the Bidder'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 Bidder's offer shall form an agreement between the Employer and the Bidder 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 Bidder 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, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within 21 days 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 at, or just after, the date this **Agreement comes into effect**. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

**For the Employer:**

Name of delegated signatory	Signature	Rank	Date

<b>Name of Organisation:</b>	Department of Health
<b>Address of Departmental Office:</b>	310 Jabu Ndlovu Street, Old Boys School Model Building, PIETERMARITZBURG, 3201

**WITNESSED BY:**

Name of witness	Signature	Rank	Date

**Bid no: ZNB 5306/2025-H**

**Schedule of Deviations**

Notes:

- 1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
- 2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreement reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the bid document and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
- 4. Any change or addition to the bid documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

<b>1.1.1. Subject:</b>
<b>Detail:</b>

<b>1.1.2. Subject:</b>
<b>Detail:</b>

<b>1.1.3. Subject:</b>
<b>Detail:</b>

<b>1.1.4. Subject:</b>
<b>Detail:</b>

<b>1.1.5. Subject:</b>
<b>Detail:</b>

<b>1.1.6. Subject:</b>
<b>Detail:</b>

By the duly authorised representatives signing this Schedule of Deviation, the Employer and the Bidder 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 Bid Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder 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 Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

**For the Contractor:**

Name of delegated signatory	Signature	Position in Entity	Date

**For the Employer:**

Name of delegated signatory	Signature	Rank	Date

**WITNESSED BY:**

Name of witness	Signature	Rank	Date

**T2.21a CONFIRMATION OF RECEIPT**

**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT**

<b>Bid no.:</b>	ZNB 5306/2025-H	<b>Project Code:</b>	N/A
-----------------	-----------------	----------------------	-----

The Bidder (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the \_\_\_\_\_ (day)

of \_\_\_\_\_ (month)

\_\_\_\_\_ (year)

at \_\_\_\_\_ (Place)

For the Contractor:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Capacity*

Signature and name of witness:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name*

**T2.22 - FINAL BILL OF QUANTITY SUMMARY**

<b>Project title:</b>	<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT</b>		
<b>Bid no:</b>	<b>ZNB 5306/2025-H</b>	<b>Project Code:</b>	<b>N/A</b>

**ATTACH SUMMARY PAGE OF THE PROVISIONAL BILLS OF QUANTITIES**

**T2.23 - PROOF OF PAID MUNICIPAL RATES & TAXES**

<b>Project title:</b>	KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT		
<b>Bid no:</b>	ZNB 5306/2025-H	<b>Project Code:</b>	N/A

ATTACH PROOF OF PAID MUNICIPAL RATES & TAXES TO THIS  
PAGE FOR ADJUDICATION PURPOSES

**NOTE**

In the case of a Quotation by a Joint Venture, proof of paid municipal rates and taxes for each member of the Joint  
Venture should be attached to this form.

**T2.24 - CERTIFIED PROOF OF VALID UIF REGISTRATION**

<b>Project title:</b>	KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT		
<b>Bid no:</b>	ZNB 5306/2025-H	<b>Project Code:</b>	N/A

ATTACH A COPY OF PROOF, THAT THE BIDDER IS IN GOOD STANDING WITH THE **UIF** TO THIS PAGE FOR ADJUDICATION PURPOSES

**NOTE**

In the case of a Tender by a Joint Venture, copies of proof of Good Standing with the **UIF** in respect of each party to the Joint Venture must be attached to this page

## **T2.25 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

This document must be signed and submitted together with your bid

### **INTRODUCTION**

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### **1 PILLARS OF THE PROGRAMME**

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

### **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

### **3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3,2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3,3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr. Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

#### 4 PROCESS TO SATISFY THE NIP OBLIGATION

4,1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4,2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number:	_____	Closing date:	_____
Name of bidder:	_____		
Postal address:	_____ _____		
Signature:	_____	Name (in print):	_____
Date:	_____		

**T2.28 - CERTIFIED PROOF OF CIDB REGISTRATION NUMBER**

<b>Project title:</b>	<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT</b>		
<b>Bid no:</b>	<b>ZNB 5306/2025-H</b>	<b>Project Code:</b>	<b>N/A</b>

**ATTACH A COPY OF PROOF, THAT THE BIDDER IS REGISTERED WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) TO THIS PAGE FOR ADJUDICATION PURPOSES**

**NOTE**

In the case of a Tender by a Joint Venture, copies of proof of registration with the CIDB in respect of each party to the Joint Venture must be attached to this page

**T2.29 - PROOF OF PAYMENT OF BID DEPOSIT**

<b>Project title:</b>	<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT</b>		
<b>Bid no:</b>	<b>ZNB 5306/2025-H</b>	<b>Project Code:</b>	<b>N/A</b>

**ATTACH A COPY OF PROOF OF PAYMENT WHERE AVAILABLE OF THE BID DEPOSIT BY THE BIDDER, TO THIS PAGE FOR ADJUDICATION PURPOSES**

**NOTE**

In the case of a Tender by a Joint Venture a certified copy of proof of payment where available of the bid deposit is only necessary in respect of any one party to the Joint Venture and must be attached to this page

## T2.30 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 1

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Head: Health (Department of Health: Province of KwaZulu-Natal) in accordance with the requirements and specifications stipulated in bid number ZNB 5306/2025-H at the price/s quoted.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax Compliance Status (TCS) **PIN**;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination
    - Special Conditions of Contract;
  - (ii) JBCC Principal Building Agreement Edition 6.2; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT): \_\_\_\_\_  
CAPACITY: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
NAME OF FIRM: \_\_\_\_\_  
DATE: \_\_\_\_\_

<u>Witnesses:</u>	
1.	_____
2.	_____
Date: _____	

**T2.31 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 2**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I \_\_\_\_\_ in my capacity as

accepts your bid under reference ZNB 5306/2025-H dated \_\_\_\_\_ for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
					Not Applicable

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_  
[Place] [Date]

NAME (PRINT): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

OFFICIAL STAMP:

Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

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

<b>T2.32 - OHSE PLAN STRUCTURE</b>			
<b>Project title:</b>	<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT</b>		
<b>Bid no:</b>	<b>ZNB 5306/2025-H</b>	<b>Project Code:</b>	<b>N/A</b>

A detailed OHSE Plan is to be submitted by the successful tenderer as per Construction Regulation 7(1)(a). The following are the minimum standard legal documentation that must form part of the OHSE Plan based on the risks attached in executing this project titled;

<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT</b>
---

<b>PLEASE SEE ANNEXURE 6</b>
------------------------------

**T2.33 - OHSE CLIENT SPECIFIC REQUIREMENTS**

<b>Project title:</b>	<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT</b>
<b>Bid no:</b>	<b>ZNB 5306/2025-H</b>
<b>Project Code:</b>	<b>N/A</b>

**PLEASE SEE ANNEXURE 6**

<b>T2.34 - BASELINE RISK ASSESSMENT</b>			
<b>Project title:</b>	<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT</b>		
<b>Bid no:</b>	<b>ZNB 5306/2025-H</b>	<b>Project Code:</b>	<b>N/A</b>

**PLEASE SEE ANNEXURE 6**

## **T2.35 - 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, 2017, 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, organs of state must advertise such tenders with the specific bidding condition that only locally produced or 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: 2011 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 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if –  
 (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

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

Yes
  No
  *(Tick applicable box)*

- 3.1. 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.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://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.

Payment reduction of 10% of the value certified in the payment certificate (excluding VAT) to maximum of 10% of the Contract Sum.  
**Max** 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)**

<b>LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE</b>	
<b>IN RESPECT OF BID NO.</b>	<b>ZNB 5306/2025-H</b>
<b>ISSUED BY:</b>	_____
	<i>(Procurement Authority / Name of Institution):</i>
<b>NB</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 the 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.thdti.gov.za/industrial development/ip.jsp](http://www.thdti.gov.za/industrial%20development/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. Declaration C 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:
  - (i) 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;

- (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 4.1 above and the information contained in Declaration 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 3 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 percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration 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 (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**T2.36 - Functionality Criteria**

The Bidder needs to score a minimum of 70 points for the functionality and quality criteria to be considered responsive for this Bid. This form must be returned with the other returnable documents.

**TENDER EVALUATION CRITERIA AND SCORING**

The weighting for Quality and functionality out of 100 sub-points is as follows:

Evaluation Criteria	Deliverables	Points	Sub-Points		Sub-Criteria	Sub-Points Scoring	
1. Site resources	The submission of an Organogram of resources on site with their CV showing that they have more than 3 years of experience in their respective positions.	50	35	Sub-points	Submission of CV for the following Project Manager, Site Agent, General foreman, Safety officer, Electrical trade tested Artisan, Refregiration Technician, Trade tested Plumber and a Carpenter.	30	CVs for all mentioned team members received with relevant certificates, i.e Electrical Trade tested Artisan (Trade test certificate), Refregiration technician (refregiration certificate), Registered plumber (Trade test certificate), Carpenter (FET Certificate) and others must submit thier CVs. If the service provider has submitted all the above and more, they will score full points. If service provider has provided others, but missing any of the stated resourses in the Sub-criteria, they will score 0.
						5	CV's of Project Manager, Site Agent and general forman.
						0	Less than what is required above you score 0.
						15	All CV reflect 1 Health building project and 3 other building projects other than Health.
						0	Not meeting the above criteria (Anything less than above)
2. Previous experience with Department of Health projects	Tenderer to demonstrate their previous experience with working with the Department of Health and at least must have completed 2 building projects (In the same grading - GB6), with the Department of Health Project. The service provider will receive full points if he/she is a Park Home specialist or will have to attach a letter of intend from a Park Home manufacturer.	50	35	Sub-points	Tenderer previous experience with Department of Health project for the	35	Two practical completion certificates received.
						0	Less than above practical completion certificate received.
						0	No practical completion certificate received, no points allocated.
						15	Proof that the service provider is a manufacturer of Park Homes is attached (Original coloured Broucher) or a letter of intend from the Manufacturer of Park Homes is attached.
						0	No proof or no letter of intend, no points allocated.
			15	Sub-points	Proof that the supplier is a manufacturer of Park Homes or a letter of intend from the Manufacturer of Park Homes.		

**Price and Preference Points**

The value of this bid is estimated not exceeding R50 000.00 (inclusive of applicable taxes) therefore the 8020 preference point system shall be applicable.

Points for this bid shall be awarded for Price Specific Goals. The maximum points for this bid are allocated as follows

CATEGORY	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

**Please Note:**

**1) Historically Disadvantaged Persons (HDP):**

20 full points are allocated to companies who are at least 51% owned by Black People.

**2) Proof to claim Specific Goals or required returnable documents as follows:**

a. **For Black People:** Ownership Certificates issued by the Companies and Intellectual Property Commission (CIPC), the department will use CSD database from National Treasury to check correctness of information submitted.

**3) False Declaration**

The department reserves the right to verify information submitted by bidder by using other computed assisted verification technics, Should the bidder submit false or fraudulent proof to claim points for specific goals . the bidder will not score points for specific goals.

**4) Scoring Points**

Should the responsive bidder fail to submit proof to claim points for specific goals, the bid will not be disqualified but the offer will not score points for specific goals (zero points)

**PART A  
INVITATION TO BID**

**SBD 1**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)</b>					
BID NUMBER:	ZNB 5306/2025-H	CLOSING DATE:	30-Mar-26	CLOSING TIME:	11:00am
DESCRIPTION	KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE (OLD BOYS SCHOOL BUILDING),					
310 JABU NDLOVU STREET,					
PIETERMARITZBURG					
3200					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Demand Management		CONTACT PERSON	R E Potsane	
TELEPHONE NUMBER	033 815 8361/8386/8357		TELEPHONE NUMBER	0724225679	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Scm.demandmanagement@kznhealth.gov.za">Scm.demandmanagement@kznhealth.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:raswai.potsane@kznhealth.gov.za">raswai.potsane@kznhealth.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	Yes No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	Yes No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		YES NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		YES NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		YES NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		YES NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		YES NO			
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: □.....

CAPACITY UNDER WHICH THIS BID IS SIGNED: □.....

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

DATE:

Payment reduction of 10% of the value certified in the payment certificate (excluding VAT) to maximum of 10% of the Contract Sum.  
Maximum Bank or Insurance Guaranteed Sum (Not exceeding 10% of the Contract Sum)

# PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL DEPARTMENT OF HEALTH



## health

Department:  
Health  
PROVINCE OF KWAZULU-NATAL

## BILLS OF QUANTITIES

with JBCC PRINCIPAL BUILDING AGREEMENT EDITION 6.2

### CONTRACTUAL SECTION

ONE VOLUME APPROACH

## KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT

### Engineer/Principal Agent

Department of Health: Infrastructure Unit  
Private Bag X9051  
PIETERMARITZBURG  
3200  
033 940 2559  
033 940 2559 - Tel Number

raswai.potsane@kznhealth.gov.za

### Employer:

Head: Health  
KZN Department of Health  
Private Bag X9051  
**PIETERMARITZBURG**  
3200

### Region:

Head: Health  
KZN Department of Health  
Private Bag X9040  
**Pietermaritzburg**  
3200

**Bid Number:** ZNB 5306/2025-H

**CIDB** 6 GB

**ECDP Number:** N/A

**Project Code:** N/A

**Closing Date:** 30 March 2026

**Contracting Party:** \_\_\_\_\_

**CIDB Registration number:**

**Central Suppliers Database Registration Number:**

--



**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22  
BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH  
TECHNOLOGY EQUIPMENT**

---

---

**THE CONTRACT**



**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22  
BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH  
TECHNOLOGY EQUIPMENT**

---

---

**C1 - AGREEMENT AND CONTRACT DATA**



**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22  
BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH  
TECHNOLOGY EQUIPMENT**

---

---

**FORM OF OFFER AND ACCEPTANCE**

## FORM OF OFFER AND ACCEPTANCE

Bid No - ZNB 5306/2025-H



---

**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22  
BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH  
TECHNOLOGY EQUIPMENT**

---

### C.1.1 - FORM OF OFFER AND ACCEPTANCE

THE OFFER AND ACCEPTANCE FORM IS BOUND INTO **SECTION 1** (See end of Returnable Documents) OF THIS DOCUMENT AS PART OF THE RETURNABLE DOCUMENTS. ONCE A CONTRACT IS CONCLUDED WITH A SUCCESSFUL TENDERER, THIS PAGE WILL BE REPLACED WITH THE FILLED AND SIGNED OFFER AND SIGN ACCEPTANCE BY THE EMPLOYER AND IT WILL BECOME PART OF THE CONTRACT.

PLEASE SUBMIT THE OFFER AND ACCEPTANCE FORM WITH THE OTHER  
RETURNABLE DOCUMENTS.



**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22  
BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH  
TECHNOLOGY EQUIPMENT**

---

---

**C1.2 - CONTRACT DATA**

**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT**

**Bid no: ZNB 5306/2025-H**

**Part C1.2 Contract Data**

The National Treasury Government Procurement General Conditions of Contract will be applicable to all bids, contracts and orders for sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property.

The Conditions and Special Conditions of Contract for construction work are clauses 1 to 30 of the JBCC Series 2000 Principal Building Agreement (Edition 6.2 of May 2018) published by the Joint Building Contracts Committee with additions, deletions and alterations (SCC) as indicated in the Contract Data. Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

**The additions, deletions and alterations to the JBCC Principal Agreement are:**

<b>Clause</b>	<b>Additions, deletions and alterations</b>
1.1	<p>Replace the following definitions in <b>DEFINITIONS AND INTERPRETATIONS</b> with the following wording:</p> <p><b>AGREEMENT</b> means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.</p> <p><b>BILLS OF QUANTITIES</b> means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data.</p> <p><b>CONSTRUCTION PERIOD</b> means the period commencing on the date of site hand over and ending on the date of practical completion.</p>

**TENDER**

**Part C1: Agreements and Contract Data**

**C1.2**

Page 1 of 13

**Contract Data**

<p>Payment reduced Maximum Bank</p>	<p><b>CONTRACT DOCUMENTS</b> means the Agreement and all documents referenced therein.  <b>CONTRACT DRAWINGS</b> means the drawings listed in the Scope of Work.  <b>CONTRACT SUM</b> means the total of prices in the Form of Offer and Acceptance.  <b>SCHEDULE</b> means the variables listed in the Contract Data.  <b>CORRUPT PRACTICE</b> means the offering, giving, receiving and soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution  <b>FRAUDULENT PRACTICE</b> 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><b>INTEREST</b> means the interest rates applicable to 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).  <b>SECURITY</b> means the form of security provided by the <b>employer</b> or <b>contractor</b>, as stated in the <b>schedule</b>, from which the <b>contractor</b> or <b>employer</b> may recover expense or loss.</p>
<p>2,4</p>	<p>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:  Delete sub-clause 2.4.2</p>
<p>5,2</p>	<p>This sub-clause is amended by replacing the Principal agent with employer</p>
<p>5,6</p>	<p>Add to the end thereof:  The <b>contractor</b> shall supply and keep a copy of the <b>JBCC</b> Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the <b>employer, principal agent and agents</b> shall have access at all times.</p>
<p>6,1</p>	<p>This clause is amended to include clauses 26.7 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>7</p>	<p>Clause 7.0 is deemed to be amended by the addition and omission of the following subclauses:</p>
<p>7,3</p>	<p>No clause</p>

9	<p>Clause 9.0 is amended by adding sub-clause 9.1.4:</p> <p>The contractor indemnifies and holds harmless the employer against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the contractor, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by installments or otherwise shall be included by the contractor in the price and shall be paid by him to those to whom they may be payable. The contractor shall reimburse the employer for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the employer in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the employer is a party.</p>
10,11	<p>Add the following as 10.11:</p> <p><b>Damage to the works</b></p> <p>(a) Without any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary.</p> <p>(b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage or destruction of the works and to rebuild, restore, replace and/or repair the works.</p> <p>(c) 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 expected risks as set out in sub-clause 10.11.</p> <p>(d) Where the employer bears the risk in terms of this contract, the contractor 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 clause 27.0 hereof.</p>
10,12	<p>Add the following as sub-clause 10.12:</p> <p><b>Injury to Persons or loss of or damage to Properties</b></p> <p>(a) The contractor 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 contractor 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 immoveable 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 unless due to any act or negligence of any person for whose actions the employer is legally liable.</p>

10,12	<p>(c) The contractor 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 therefore from the contractor or to deduct the same from amounts due to the contractor.</p> <p>(d) The contractor 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>(e) 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 contractor 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>(f) The contractor 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>
10,13	<p>Add the following as sub-clause 10.13:</p> <p><b>HIGH RISK INSURANCE</b></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 which might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p>
10.13.1	<p><b>Damage to the works</b></p> <p>The contractor 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 hold harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary.</p> <p>When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, replace and/or repair the works, at the contractor's own costs.</p>
10.13.2	<p><b>Injury to persons or loss of or damage to property</b></p> <p>The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above. The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or 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 construction.</p>

TENDER

Part C1: Agreements and Contract Data

Page 4 of 13

C1.2

Contract Data

10.13.3	It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.13.1 and 10.13.2. Without limiting the contractor's obligations in terms of the contract, the contractor 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.
10.13.4	The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred subsequent upon the contractor's default of his obligations as set out in sub-clauses 10.13.1, 10.13.2 and 10.13.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered on indivisible whole.
11.0	<p>Clauses 11.1 - 11.10 are amended by replacing them with the following:</p> <p>11.1 In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor 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>11.1.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms</p> <p>11.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 27.0 provided that the employer complies with the provisions of 27.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor</p> <p>11.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 11.3, 11.4, 11.5, 14.6, or 11.7 as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calendar days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with</p> <p>11.3 Where security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>11.3.1 The contractor 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>11.3.2 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 contractor</p> <p>11.3.3 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 contractor</p> <p>11.3.4 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 contractor</p> <p>11.3.5 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 employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor</p> <p>11.3.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party</p> <p>11.4 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>11.4.1 The contractor 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>Clause 11.4.1 is deemed to be amended by the addition of the following sentence;</p> <p>11.4.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender</p> <p>11.4.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring</p> <p>11.4.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall issue a written demand in terms of the variable construction guarantee</p> <p>11.5 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>11.5.1 The contractor 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>11.5.2 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>11.5.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring</p> <p>11.5.4 The payment reduction of the value certified in a payment certificate shall be in terms of clause 25</p>

	<p>11.5.5 Where the employer has a right of recovery against the contractor in terms of 27.0, 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>11.6 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>11.6.1 The contractor 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>11.6.2 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 contractor</p> <p>11.6.3 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 25</p> <p>11.6.4 Where the employer has a right of recovery against the contractor in terms of 27.0, the employer may issue a written notice in terms of 27.4 or may recover from the payment reduction or may do both</p> <p>11.7 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>11.7.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of clause 25</p> <p>11.7.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 27.0 provided that the employer complies with the provisions of 27.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the contractor</p> <p>11.8 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 contractor in terms of this agreement</p> <p>11.9 Should the contractor fail to furnish the security in terms of 11.2, the employer, in his sole discretion and without notification to the contractor, is entitled to change the contractor'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 11.7 shall be applicable</p>
12.2.4	<p>Under sub-clause 12.2.4: Amend to read as follows:</p> <p>An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the construction guarantee and the insurances within ten (10) calendar days and prior to the commencement date</p>
12.2.7	<p>Under sub-clause 12.2.7: Add:</p> <p>"Give the contractor possession of the site only after the contractor complied with the terms of subclause 12.2.4 and any other requirements as indicated as stipulated by the Employer"</p>
14.1.5	<p>Clause 14.1.5 is amended with replacing it with: No clause</p>
15	<p>Replace sub-clauses 15.1.2 to 15.1.5 and 15.2 to 21.5 with the following:</p> <p>The contractor and principal agent shall appoint a selected subcontractor in accordance with the CIDB practice note #7</p>

**TENDER**

**Part C1: Agreements and Contract Data**

Page 5 of 13

**C1.2**

**Contract Data**

21	<p>Add the following to the end of sub-clause 21.1.2:</p> <p>"All civil, electrical, electronic, HVAC, fire detection, gas suppression and other specialist installations are subject to a three hundred and sixty five (365) calendar days defects liability and maintenance period.</p> <p>The contractor shall attend to defects during the works completion and defects liability periods on a progressive basis, to the satisfaction of the principal agent and will not be permitted to wait until the end of the defects liability period or until the amount of defects accumulate in order to attend to a comprehensive list of defects."</p>
23	<p>Clause 23 is amended by:-</p> <p>i) The addition of the following clauses:-</p> <p>Sub-clause 23.9</p> <p>"Revision to the date for practical completion shall only be considered when work on the critical path of the agreed programme for the works is delayed."</p> <p>ii) Sub-clause 23.10 – Acceleration</p> <p>Sub-clause 23.10.1</p> <p>"Irrespective of whether or not the principal agent rules that the contractor is entitled to an extension of time or a revision of the date for practical completion, the principal agent shall nevertheless, at any time, be entitled to instruct the contractor in writing to accelerate the progress of the remaining works to ensure that the works are completed by the original date for practical completion or revised date as the case may be."</p> <p>Sub-clause 29.10.2</p> <p>"Upon receipt of such instruction, the contractor shall take all necessary steps to ensure that the works are completed timeously including the provision by him of additional resources, plant, manpower, etc and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The contractor shall prove that such steps are being taken if called upon to do so."</p> <p>Sub-clause 29.10.3</p> <p>"The contractor's entitlement to compensation arising out of or in respect of any revision to the date for practical completion that may have been granted by the principal agent or alternatively where the principal agent has instructed the contractor to accelerate, shall be adjudicated strictly in terms of clause 32."</p>
25	<p>Notwithstanding this or any other clause, materials and goods stored off site shall not be included in the amount authorized for payment.</p>

**TENDER**

**Part C1: Agreements and Contract Data**

Page 6 of 13

**C1.2**

**Contract Data**

25.10	The first sentence of sub-clause 25.10 is deemed to be deleted and replaced with the following: The employer shall pay the contractor the amount certified within thirty (30) calendar days of the date of issue of the payment certificate.
26	Adjustment to the contract value (Clause 26.0) Where prices are submitted by the contractor or nominated/selected subcontractors during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the contract and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the final certificate, it will be in writing.
27,2	Clause 27.2 is amended by adding the following sub-clauses:  27.2.11 The contractor's failure or neglect to commence with the works on the dates prescribed in the contract.  27.2.12 The contractor's failure or neglect to proceed with the works in terms of the contract.  27.2.13 The contractor's failure or neglect for any reason to complete the works in accordance with the contract.  27.2.14 The contractor's refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract.  27.2.15 The contractor's estate being sequestrated or surrendered in terms of the Insolvency laws in force within the Republic of South Africa."

**TENDER**

**C1.2**

**Part C1: Agreements and Contract Data**

Page 7 of 13

**Contract Data**

29,1	Add the following sub-clauses 29.1.4 to 29.1.6 under 29.1 to read as follows:
29.1.4	The contractor's refusal or neglect to comply strictly with any of the conditions of contract.
29.1.5	The contractor's estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa.
29.1.6	The contractor, in the judgment of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
29,3	Replace clause 29.3 with the following: The employer may give notice of cancellation should the contractor remain in default for ten (10) working days after the date of issue of such a notice of default
29.25.4	Replace "Sixty (60)" with "one hundred and twenty (120)".
29	Add the following sub-clauses 29.29 under 29 to read as follows: Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor, or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a stated date 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.



**CONTRACT VARIABLES**  
**THE SCHEDULE**

	<p><b>Clause Item and data</b></p> <p><b>Contracting and other parties</b></p> <p><b>The Employer is:</b> KZN Department of Health: Province of KwaZulu-Natal</p> <p><b>The address of the Employer is:</b> 35 Hyslop Road, Pietermaritzburg</p> <p>Telephone: "033 940 2559</p> <p>Facsimile: N/A</p> <p>Physical Address: 35 Hyslop Road, Pietermaritzburg</p> <p>Code: 3200</p> <p>Postal Address: Head: Health (KZN Department of Health: Province of KwaZulu-Natal)  Private Bag X9051  Pietermaritzburg</p> <p>Code: 3200</p> <p><b>The Principal Agent is:</b> <i>Department of Health</i></p> <p>Telephone: 033 940 2559</p> <p>Facsimile:</p> <p>Physical Address: 35 Hyslop Road  Pietermaritzburg  Pietermaritzburg</p> <p>Code: 3201</p> <p>Postal Address:</p> <p>Code:</p> <p><b>Agent (1) is:</b></p> <p>Agent's Service:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>Physical Address:</p> <p>Code:</p> <p>Postal Address:</p> <p>Code:</p>
--	--

	<p><b>Agent (2) is:</b></p> <p>Agent's Service:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>Physical Address:</p> <p>Code:</p> <p>Postal Address:</p> <p>Code:</p> <p><b>Agent (3) is:</b></p> <p>Agent's Service:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>Physical Address:</p> <p>Code:</p> <p>Postal Address:</p> <p>Code:</p> <p><b>Agent (4) is:</b></p> <p>Agent's Service:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>Physical Address:</p> <p>Code:</p> <p>Postal Address:</p> <p>Code:</p>
--	---

**Agent (5) is:**

Agent's Service:

Telephone:

Facsimile:

Physical Address:

Code:

Postal Address:

Code:

**Agent (6) is:**

Agent's Service:

Telephone:

Facsimile:

Physical Address:

Code:

Postal Address:

Code:

**Agent (7) is:**

Agent's Service:

Telephone:

Facsimile:

Postal Address:

Code:

**Contract Details**

The **Works** description : Refer to Part C3.1 -Scope of Work

The **Site** Description : Refer to Part C3.1 -Scope of Work

The Works or installations to be undertaken by **direct contractors** comprises: **N/A**

Specific options that are applicable to a State organ only;

(1) The interest 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) will apply

(2) Lateral support insurance is to be effected by the **contractor** : **N/A**

(3) Payment will be made for **materials and goods**: **NO**

(4) Dispute resolution by Litigation: **YES**

(5) Extended defects liability period will apply to the following elements:

- \* Electrical Services
- \* Mechanical Services
- \* Wet Services
- \* Fire Services
- \* Health Technology

Possession of the site is to be given to the **contractor** within ten (10) working days of the formal signing of this **agreement**.

The period for the commencement of the works after the contractor takes possession of the site is (10) working days

**Intended dates for completion**

**For the works as a whole:**

The date for practical completion is :

5 months after date of site handover

The penalty per calendar day is 1.25c per R100 of the contract value

**OR**

**TENDER**

**Part C1: Agreements and Contract Data**

Page 12 of 13

**C1.2**

**Contract Data**

**For the works in sections:**

The date for practical completion and the penalty per calendar day is as follows:

Refer to drawing indicating Sectional Completion and Part C: Scope of Work for detailed descriptions of Sections.

<b>Section</b>	<b>Date</b>	<b>Penalty per day</b>
TBC		

**Insurances**

Contract insurance is to be effected by the **contractor**.

Contract works insurance is to be effected by the contractor for a sum not less than the contract sum plus 10% with a deductible amount of R10 000-00.

Supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association.

SASRIA Insurance will be effected by the contractor to the contract sum + 10%

Public liability insurance to be effected by the **contractor** for an amount of R 100,000,000.00 with a deductible amount of R 10,000.00

Support insurance to be effected by the **contractor** for the sum is not applicable

**DOCUMENTS**

A waiver of the **contractor's** lien or right of continuing possession is required. **YES**

Two (2) copies of the construction document are to be supplied to the **contractor** free of charge.

Bills of quantities/Lump sum documents schedule of rates drawn up in accordance with : Refer to Part C2.1 Pricing Instructions

On acceptance of the tender the Bills of quantities/Lump sum document is to be submitted. **N/A**

JBCC Engineering General Conditions are to be included in the contract document. **NO**

The contract value is to be adjusted using CPAP indices.

**NO**

Where CPAP is to be used, the base month for the application of CPAP is the month of the closing of the tender and no alternative indices are applicable

Details of changes made to the provisions of JBCC standard documentation: Refer to Part C1.2

**POST TENDER INFORMATION**

Clause	Item and data
	<p><b>CONTRACT DETAILS</b></p> <p>The name of the Contractor is: _____</p> <p>Telephone: .....</p> <p>Facsimile: .....</p> <p>Physical Address: .....</p> <p>Code: .....</p> <p>Postal Address: .....</p> <p>Code: .....</p>
	<p>The accepted contract sum inclusive of tax is ..... in words.....</p>
	<p>The latest day of the month for the issue of an interim payment certificate is : .....</p>
	<p>The preliminaries amounts shall be paid in terms of :</p>
	<p>The preliminaries amounts shall be adjusted in terms of :</p>
	<p>The payment guarantee to be effected by the employer for the amount of ; .....</p>
	<p>The <b>securities</b> to be provided by the contractor are;</p> <p>(1) Variable construction guarantee .....</p> <p>(2) Fixed construction guarantee .....</p> <p>(3) Advance Payment guarantee .....</p>
	<p>The annual building holiday period after the commencement of the construction period:</p>
	<p><b>DOCUMENTS</b></p> <p>Contract document marked and annexed thereto;</p> <p>Priced bills of quantities</p> <p>Lump sum document</p> <p>Guarantees</p> <p>Contract drawings</p> <p>other documents</p>
	<p>Signed set of contract documents originals held by principal agent <b>No</b></p> <p>If "No" held by ; <u>The KZN Department of Health</u></p>



---

**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22  
BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH  
TECHNOLOGY EQUIPMENT**

---

**C1.3 - FORM OF GUARANTEE**

**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT**

**Bid no:** ZNB 5306/2025-H

<b>C1.3 GUARANTEE FOR CONSTRUCTION</b>	
KZN Department of Health: Province of KwaZulu-Natal Private Bag X9051 Pietermaritzburg 3200	
Sir,	Date: <input style="width: 100%;" type="text"/>
<b>GUARANTEE FOR CONSTRUCTION</b>	
<b>Bid number</b>	<b>Project Code</b>
<b>GUARANTOR DETAILS AND DEFINITIONS</b>	
"Guarantor" means:	<input style="width: 100%;" type="text"/>
Physical Address:	<input style="width: 100%;" type="text"/>
Guarantor's signatory 1:	Capacity <input style="width: 100%;" type="text"/>
Guarantor's signatory 2:	Capacity <input style="width: 100%;" type="text"/>
"Employer" means:	KZN Department of Health: Province of KwaZulu-Natal
"Contractor" means:	<input style="width: 100%;" type="text"/>
"Principal Agent" means:	<input style="width: 100%;" type="text"/>
"Works" means:	<input style="width: 100%;" type="text"/>
"Site" means:	<input style="width: 100%;" type="text"/>
Name of Signatory	<input style="width: 100%;" type="text"/>
"Contract" means:	The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.
"Contract Sum" means:	The accepted amount inclusive of tax of: <b>ZAR</b> <input style="width: 100%;" type="text"/>
Amount in Words:	<input style="width: 100%;" type="text"/>
"Guaranteed Sum" means:	The maximum aggregate amount of: <b>10% ZAR</b>

Of Contract Sum

Pa  
ym  
ent  
xi  
mu  
m  
Ba

Amount in Words:		
Security for Construction	<input style="width: 95%;" type="text"/> <small>(Insert variable or fixed)</small>	"Expiry Date" means: <input style="width: 80%;" type="text"/>

<b>AGREEMENT DETAILS</b>		
Sections	Total number / not applicable <input style="width: 40%;" type="text"/>	Last section <input style="width: 80%;" type="text"/>
Principal Agent Issues:	JBCC® format Interim Payment Certificates, the Final Payment Certificate, the Certificate of Practical Completion and the Certificate of Final Completion	

**1.0 GUARANTEE FOR CONSTRUCTION (Variable)**

1.1 Where a Guarantee for Construction (Variable) in terms of the Agreement has been selected this clause 1.0 and 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the diminishing amounts of the Guaranteed Sum as follows:--

**GUARANTOR'S LIABILITY**

**PERIOD OF LIABILITY**

1.1.1 Maximum Guaranteed Sum (not exceeding 10.0% of the contract sum) in the amount of:

From and including the date of issue of this Guarantee for Construction and up to and including the date of issue of the interim payment certificate certifying in excess of 50% of the contract sum.

<b>ZAR</b>	<input style="width: 98%;" type="text"/>
------------	--

Amount in words

1.1.2 Reducing to the Guaranteed Sum (not exceeding 6.0 % of the contract sum) in the amount of:

From and including the day after the date of the aforesaid interim payment certificate and up to and including the date of issue of the only Certificate of Practical Completion or last Certificate of Practical Completion where there are sections.

<b>ZAR</b>	<input style="width: 98%;" type="text"/>
------------	--

Amount in words

1.1.3 Reducing to the Guaranteed Sum (not exceeding 4.0% of the contract sum) in the amount of:

From and including the day after the date of the applicable Certificate of Practical Completion and up to and including the date of issue of the only Certificate of Final Completion or the last Certificate of Final Completion where there are sections.

<b>ZAR</b>	<input style="width: 98%;" type="text"/>
------------	--

Amount in words

1.1.4 Reducing to the Guaranteed Sum (not exceeding 2.0% of the contract sum) in the amount of:

From and including the day after the date of the applicable Certificate of Final Completion and up to and including the date of issue of the Final Payment Certificate where payment is due to the Contractor, whereafter this Guarantee for Construction shall expire. Where the Final Payment Certificate reflects payment due to the Employer this Guarantee for Construction shall expire upon payment of the full amount certified.

<b>ZAR</b>	<input style="width: 98%;" type="text"/>
------------	--

Amount in words

1.2 The Guarantor's liability limits set out in 1.1.1 to 1.1.4 shall apply in respect of any claim received by the Guarantor during the Security validity

**2.0 GUARANTEE FOR CONSTRUCTION (Fixed)**

2.1 Where a Guarantee for Construction (Fixed) in terms of the Agreement has been selected this clause 2.0 and 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:---

**GUARANTOR'S LIABILITY**

Maximum Guaranteed Sum (not exceeding 5.0% of the contract sum) in the amount of:

**PERIOD OF LIABILITY**

From and including the date of issue of this Guarantee for Construction and up to and including the date of the only Certificate of Practical Completion or the last Certificate of Practical Completion where there are sections, whereafter this Guarantee for Construction shall expire.

ZAR	
-----	--

Amount in words

--

3.0 The GUARANTOR acknowledges that;

3.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

3.2 its obligation under the Performance Guarantee is restricted to the payment of money.

3.3 Reference to a recovery statement or an Interim or Final Payment Certificate, or a Certificate(s) of Practical or Final Completion shall mean such certificate issued by the Principal Agent.

4.0 Subject to the Guarantor's maximum liability referred to in clauses 1.0 or 2.0, the Guarantor undertakes to pay the Employer the sum certified on receipt of the documents identified in 4.1 to 4.3:---

4.1 A copy of a first written demand notice issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or Final Payment Certificate has not been made in terms of the Agreement and failing such Payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.

4.2 A first written demand notice issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the issue of the first written demand notice in terms of 4.1 and that the sum certified has not been paid to date. The Employer herewith calls up this Guarantee for Construction and demands payment of the sum certified from the Guarantor.

4.3 A copy of the applicable payment advice which entitles the Employer to receive payment in terms of the Agreement of the sum certified in 4.0.

5.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand notice from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee for Construction stating that:---

5.1 The Agreement has been terminated due to the Contractor's default and that the Security for Construction is called up in terms of 5.0. The demand notice shall enclose a copy of the notice of termination; or

5.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee for Construction is called up in terms of 5.0. The demand notice shall enclose a copy of the court order.

6.0 The aggregate amount of payment to be made by the Guarantor in terms of 4.0 and 5.0 shall not exceed the Guarantor's maximum liability in terms of 1.0 or 2.0.

7.0 Where the Guarantor is a registered insurer and has made payment in terms of 5.0, the Employer shall within one hundred and eighty (180) calendar days of receipt of payment submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee for Construction have been expended, or will be expended, and shall refund to the Guarantor any surplus amount. All monies refunded to the Guarantor in terms of this Guarantee for Construction shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date of payment by the Guarantor to the Employer until the date of refund.

8.0 Payment by the Guarantor in terms of 4.0 or 5.0 shall be made within seven (7) calendar days upon receipt of the first written demand notice to the Guarantor.

9.0 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 from this Guarantee for Construction on account of any conduct alleged to be prejudicial to the Guarantor.

10.0 The Guarantor chooses the physical address stated above for all transactions in relation to this security.

- 11.0 This Guarantee for Construction is neither negotiable nor transferable and shall expire in terms of either 1.1.4 or 2.1, or on payment in full of the Guaranteed Sum or on the Security expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original Guarantee for Construction form shall be returned to the Guarantor after it has expired.
- 12.0 This Guarantee for Construction, with the required demand notices in terms of 4.0 or 5.0, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 13.0 Where this Guarantee for Construction is issued in the Republic of South Africa the Guarantor hereby consents to the jurisdiction of a court in the area where the project is located.

Signed at	<input type="text"/>	Date	<input type="text"/>
Guarantor's signatory (1)	<input type="text"/>	Capacity	<input type="text"/>
Guarantor's signatory (2)	<input type="text"/>	Capacity	<input type="text"/>
Witness signatory (1)	<input type="text"/>	Witness signatory (2)	<input type="text"/>

Guarantor's seal or stamp:

**C1.3 PERFORMANCE GUARANTEE -  
 JBCC EDITION 6.2**

Head: Health  
 KZN Department of Health:  
 Private Bag X9051  
 PIETERMARITZBURG  
 3200

Sir,

**ON DEMAND PERFORMANCE GUARANTEE**

**Bid Number ZNB 5306/2025-H**

**Project Code N/A**

For use with the JBCC EDITION 6.2

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: \_\_\_\_\_

Physical Address: \_\_\_\_\_

"Employer" means: The Provincial Administration of KwaZulu-Natal in its Department of Health

"Contractor" means: \_\_\_\_\_

"Principal Agent" means: \_\_\_\_\_

"Works" means: 

<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF                  PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC                  WARD WITH NECESSARY BULK ENGINEERING WORKS AND                  HEALTH TECHNOLOGY EQUIPMENT</b>
--

"Site" means: \_\_\_\_\_

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of: \_\_\_\_\_

Amount in Words: 

--

"Guaranteed Sum" means: The maximum aggregate amount of: 10% \_\_\_\_\_  
Of Contract Sum

Amount in Words: \_\_\_\_\_

"Expiry Date" means: \_\_\_\_\_

## CONTRACT DETAILS

Principal Agent Issues: Interim Payment Certificates, Final Payment Certificates and the Certificate Completion of the Works as defined in the Contract.

### PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Principal Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Principal Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works
- 3 The Guarantor hereby acknowledges that:
  - 3,1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3,2 its obligation under the Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4,1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4,2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4,3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum Certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5,1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5,2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5,3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payments in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Payment Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made with seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to this jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at	_____
Date	_____
Guarantor's signatory (1)	_____
Capacity	_____
Guarantor's signatory (2)	_____
Capacity	_____
Witness signatory (1)	_____
Witness signatory (2)	_____



**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED  
PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY  
EQUIPMENT**

---

---

**PART C2 - PRICING DATA**

<b>C2.1 PRICING INSTRUCTIONS</b> <b>JBCC PRINCIPAL BUILDING AGREEMENT 2018 (Edition 6.2)</b>			
<b>Project title:</b>	<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT</b>		
<b>Bid no:</b>	<b>ZNB 5306/2025-H</b>	<b>Project Code:</b>	<b>N/A</b>

## C2.1 Pricing Instructions

	<p>Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")</p> <p>The adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories by insertion of "F", "V", "T" as the case may be against the price in the "rate" column immediately preceding the "amount" column, where "F" denotes a fixed amount (amount not varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount variable in proportion to time.</p>
<b>1</b>	<p><b>MASSES AND MEASURING UNITS</b></p> <p>These shall be in accordance with the Measuring Units and National Measuring Standards Act No. 76 of 1973 and amendments thereto.</p> <p>The pages of each of these documents are numbered consecutively and before the Bidder submits his bid he should check the number of pages, and if any are found missing or duplicated, or the figures or writing indistinct, or the documents contain any obvious error, he should apply to the Head : Health AT ONCE and have same rectified as no liability whatsoever will be admitted by the Administration in respect of errors in Tender due to the foregoing.</p>
<b>2</b>	<p><b>PRICES FOR VARIATIONS</b></p> <p>Where prices or quotations for variations are submitted by the Contractor during the currency of the Contract, it is to be clearly understood that these are for the purpose of consideration by the Head : Health and that there is no assumption of acceptance. The Contractor will be notified of acceptance of prices or quotations either by insertion of the amount on the variation order or by written intimation.</p>
<b>3</b>	<p><b>SCALE</b></p> <p>The scale to which the Drawings are made is only to be made use of when no figured dimensions are given either on the Drawings or in the tender documents and the figured dimensions are always to be followed though they may not coincide with the scale of the Drawings, but dimensions where possible are to be taken from the buildings.</p>
<b>4</b>	<p><b>PROVISIONAL ITEMS</b></p> <p>All items described as "Provisional" shall be used as directed by the Employer and measured and valued or paid for.</p> <p>No work for which "Provisional" items are allowed shall be commenced without written instructions from the Head : Health.</p>

5	<p><b>TIMELY ORDERING OF MATERIALS</b></p> <p>The Contractor is warned to place all orders for materials or special articles as early as possible, as he will be held solely responsible for any delay in the delivery of such goods. Nevertheless this tender is conditional upon no liability being attached to the Contractor if delivery of materials is rendered impossible by reason of any act of the Government.</p>
6	<p><b>ELECTRICAL LIGHTING, POWER AND WATER</b></p> <p>The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Employer.</p> <p>The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed.</p> <p>Bidders are advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.</p>
7	<p><b>IMPORT PERMITS, DUTIES AND SURCHARGES.</b></p> <p>All bids by means of which imported products are being called for, must use the rate of exchange 14 days prior to the closing date indicated in the bid documents. If this day falls on a weekend or public holiday, the next working day must be used.</p> <p>Furthermore, Bidders must submit documentary proof (in the form of a certified copy) from their bank or legally recognised financial institution, clearly indicating what the rate of exchange was 14 days prior to the closing date, as mentioned above.</p> <p>Together with this, the Bidder must confirm that the tender price relating to an imported product, was based on the rate of exchange 14 days prior to the closing date as mentioned above.</p>
8	<p><b>STANDARD SYSTEM OF MEASUREMENT WHERE BILLS OF QUANTITIES FORM PART OF THE BID DOCUMENTS</b></p> <p>The work executed under this Contract has been measured in accordance with the;</p> <p style="text-align: center;"><b>Standard System of Measuring Builders Work (7th Edition)</b></p> <p>including all amendments unless descriptions of items indicate a deviation and it shall be understood that the system of measurement which is herein adopted is the only system of measurement which will be recognised in connection with this contract. Any contradictions to this system of measurement contained in the "Model Preambles for Trades 2008" shall be disregarded (unless same have been accommodated in the system of measurement) but applicable rates shall be included for all requirements stated and not measured separately in compliance with this system.</p>
9	<p><b>PRICING OF ROCK EXCAVATIONS</b></p> <p>It is a condition of this bid that should the bidder elect to price the Rock Excavation included in this bid, the rates must be market related and should be identically priced for the same classification of excavations and not vary for similar billed items in the different sections.</p>

10	<p><b>BROAD BASED BLACK ECONOMIC EMPOWERMENT</b></p> <ol style="list-style-type: none"> <li>1. It is the deliberate policy of the Provincial Administration of KwaZulu-Natal to foster and to encourage the economic empowerment of Black South Africans. This policy will be implemented without prescription and without prejudicing the principles and the integrity of the Provincial Administration of KwaZulu-Natal. Subject to these constraints and also subject to good business practise and commercial consideration, it is therefore considered appropriate that the Provincial Administration of KwaZulu-Natal should encourage business relationships with companies which actively pursue Affirmative Action and Black Economic Empowerment Programmes.</li> <li>2. In responding to this tender you are therefore encouraged to devote attention to these two subjects of Affirmative Action and Economic Empowerment. In addition, in considering the appointment of sub-contractors, you are requested to extend the spirit of these policies.</li> <li>3. The foregoing enunciations of this policy are not intended to be prescriptive nor to preclude any individual or operation from responding to this bid.</li> </ol>				
11	<p><b>REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE</b></p> <ol style="list-style-type: none"> <li>1. In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the varification functionality of key supplier information.</li> <li>2. Prospective suppliers will be able to self - register on the CSD website: <a href="http://www.csd.gov.za">www.csd.gov.za</a></li> <li>3. Once the supplier information has been varified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.</li> <li>4. Suppliers can provide their CSD supplier number and unique security code to organs of state to view their varified CSD information.</li> <li>5 Bidders are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder:</li> </ol> <table border="1" data-bbox="233 1234 1495 1379"> <tr> <td data-bbox="233 1234 711 1301"><b>Name of Supplier</b></td> <td data-bbox="719 1234 1495 1301"></td> </tr> <tr> <td data-bbox="233 1312 711 1379"><b>Central Supplier Database (CSD) Supplier Number:</b></td> <td data-bbox="719 1312 1495 1379"></td> </tr> </table>	<b>Name of Supplier</b>		<b>Central Supplier Database (CSD) Supplier Number:</b>	
<b>Name of Supplier</b>					
<b>Central Supplier Database (CSD) Supplier Number:</b>					
12	<p><b>TAX CLEARANCE REQUIREMENTS</b></p> <p><b>It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates.</b></p> <ol style="list-style-type: none"> <li>1 In order to meet this requirement bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign bidders / individuals who wish to submit bids.</li> <li>2 SARS will then furnish the bidder with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval.</li> <li>3 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.</li> <li>4 Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</li> <li>5 Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</li> <li>6 Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</li> </ol>				

	<b>Security PIN Number</b>	
	<b>Company / Entity Tax Reference Number</b>	
<p><b>13</b></p> <p><b>14</b></p> <p><b>15</b></p>	<p><b>BILLS OF QUANTITIES/LUMP SUM DOCUMENT</b></p> <p>The Bills of Quantities document 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 Bid, Conditions of Contract, Standard Preambles to all Trades, Specifications, Drawings and all other relevant documentation.</p> <p><b>VALUE ADDED TAX</b></p> <p>The bid 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.</p> <p><b>FIXED PRICE CONTRACT</b></p> <p>Should the Bills of Quantities/Lump Sum Document be a fixed price contract, the following clause must be inserted in the Pricing Instructions:</p> <p>Bidders are to take note that the contract price adjustments are not applicable to this contract. Bidders should therefore make provision in the Contract Sum, schedule of rates, etc. for possible price increases during the contract period, as no claims in this regard shall be entertained.</p>	

PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH

PROVISIONAL BILLS OF QUANTITIES

FOR

KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED  
BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK  
ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT

---

**Quantity Surveyor**

Department of Health  
Private Bag X9040  
Pietermaritzburg  
3200  
Tel Number 033 940 2559  
Fax Number  
raswai.potsane@kznhealth.gov.za

**0**

0  
0  
0  
0  
Tel Number  
Fax Number  
0

**Employer**

Head: Health  
KZN Department of Health  
Private Bag X9051  
**PIETERMARITZBURG**  
3200

**Region**

Head: Health  
KZN Department of Health  
Private Bag X9040  
**Pietermaritzburg**  
3200

---

**Bid Number:** ZNB 5306/2025-H

**Project Code:** N/A

**CIDB** 6 GB

**Closing Date:** 30-Mar-26

**ECDP Number:** N/A



**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED  
PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY  
EQUIPMENT**

---

---

**C2.2 - Preliminaries for JBCC Edition 6.2**



**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE  
22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH  
TECHNOLOGY EQUIPMENT**

---

---

**PART C2.3 BILL OF QUANTITIES  
BUILDING AND EXTERNAL WORKS**

**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF THE PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD AT KWAMAGWAZA HOSPITAL WITH NECESSARY ENGINEERING BULK SERVICES AND HEALTH TECHNOLOGY EQUIPMENT.**

**PROVISIONAL BILLS OF QUANTITIES**

Item No.	Description	UOM	Quantity	Rate	Amount
	<p>R158 attached to this tender documents.</p> <ul style="list-style-type: none"> <li>• Kwa Zulu Natal Department of Health Policy Document for Electrical Infrastructure Rev7 2013.</li> <li>• eMthonjaneni Municipality By-Laws</li> <li>• SANS 10142-1 and SANS 10142-2</li> <li>• Electrical Installation Regulations of Occupational Health and Safety Act of 1993</li> <li>• Electrical Machinery Regulations of Occupational Health and Safety Act of 1993</li> <li>• Environmental Regulations of Occupational Health and Safety Act of 1993</li> <li>• General Safety Regulations of Occupational Health and Safety Act of 1993</li> <li>• Construction Regulations of Occupational Health and Safety Act of 1993</li> </ul> <p>v. Other requirements:</p> <p>i. Municipal by-laws, including but not limited to Fire Regulations and By-Laws</p> <p>Mechanical Works</p> <p>* Policies</p> <p>KwaZulu Natal Department of Health, Policy on Design of Mechanical Installations, Date January 2013 Rev 7</p> <p>* Norms and Standards: Minimum applicable Norms and Standards</p> <p>KwaZulu Natal Provincial Administration Health Services Air-Conditioning Policy and Norms, August 2003.</p>				
	<p>The Contractor will be requested to submit drawings for approval by the Department of Health before any work is done, this will include all Architect drawings, Civil and structural design drawings, electrical and mechanical engineering design and drawings with technical specifications. All to be included in his prices for Design of Park home.</p>				
	<p>The Contractor to assess all existing bulk services, including plumbing (water supply and sewer connections), electrical connections (report on the existing load and new load after 2 new Parkhomes are installed and confirm if present loading is adequate), mechanical services and report on their status together with submitting designs for approval.</p>				
	<p>Aluminium windows to be fitted with aluminium burglar bars to all opening sections. The Contractor to allow in his price for each Park home for all necessary reconnection of services.</p>				

	<b>ALTERATION</b>				
	<b>Demolision of existing building</b>				
1	Demolish existing prefabricated building size 31m x 16m, including demolishing prefabricated structur complete with all services, disconnecting all services temporarily, etc. The surface bed remains and prepared (preparation to include removal of existing floor covering, removal of existing screed, new screed) to receive new Park home strutures (elsehere measured).	No.1	1		
	<b>EARTHWORKS, ETC</b>				
	<b>Contractor is to allow for the complete design of the foundations and surface slabs by a Registered structural Engineer.</b>				
	<b>Site clearance</b>				
2	Clear site of all debris, etc	m2	600		-
3	Removal of topsoil 150mm thick and cartaway from site.	m2	600		-
4	Take out and remove trees in the area where Parkhome is going to be built.	Item	1		
	<b>BULK EXCAVATION</b>				
	<b>Bulk excavation not exceeding 2m deep.</b>				
5	Reducing levels.	m2	300		-
	<b>Filling with material supplied by (G5) Contractor compacted to 98% MODAASHTO density.</b>				
6	Filling under surface slab.	m3	400		-
	<b>Compaction under surface slab</b>				
7	Compact bottom of surface slab, etc	m2	300		-
8	Allow for all necessary compaction test.	Item	1		-
	<b>SOIL POISONING</b>				
9	Soil poisoning under surface slab.	m2	300		-

	<b>WATERPROOFING, ETC</b>				
10	250 Micron under surface slab.	m2	300		-
	<b>CONCRETE, FORMWORK AND REINFORCEMENT</b>				
<b>Payment r</b>	<b>REINFORCED CONCRETE</b>				
<b>Maximum</b>	<b>Bank or Insurance Guaranteed Sum (Not exceeding 10% of the Contract Sum)</b>				
	<b>30 Mpa concrete in</b>				-
11	Raft slabs, including thickening and necessary earthworks.	m3	137		-
12	Concrete V-Drain size 1000 x 100mm thick, including all necessary earthworks, soil poisoning, 250 micron damp proof membrane, softboard against brickwork/concrete, formwork, 193 mesh reinforcement, concrete cast in panels not exceeding 2m lengths and finishing top of concrete, etc.	m	50		
	<b>Concrete sundries</b>				
13	Finish top of concrete	m2	300		-
14	Contractor to supply concrete test results as necessary.	Item	1		-
	<b>FORMWORK, ETC</b>				
	<b>Smooth formwork</b>				
15	Sides of Raft slabs	m2	40		-
	<b>REINFORCEMENT, ETC</b>				
	<b>Mild steel reinforcing in structural concrete</b>				
16	Bars in different diameters.	tonns	14		-
	<b>High tensile reinforcing in structural concrete</b>				
17	Bars in different diameters.	tonns	14		-
	<b>Mesh reinforcement</b>				
18	Ref 193 Mesh reinforcement in surface beds.	m2	300		

<b>PLAY AREA</b>					
<b>19</b>	Allow to take out and set aside for re-use existing play area equipment from existing area, including removal of the existing playing equipment and handing over to the client for safe keeping.	Item	1		-
	Take from the client, play area equipment, previously set aside for re-use and install same to new play area to be pointed out by the Project Leader.	Item	1		
<b>20</b>	Allow for prime cost amount of R370/m2(Three Hundred and Seventy Rand per square meter) for supply only for Artificial turf 25mm thick fixed to concrete surface slab, all in accordance to manufacturer's specification, the Contractor to price for material, labour, mark-up, etc.	m2	250		-
<b>21</b>	Allow an amount of R 50 000.00 for fixed play area equipment.	Item	1	50 000,00	50 000,00
<b>22</b>	Allow for profit and attendance on above.	Item	%		

	<b>PARKHOME</b>				-
<b>23</b>	home size 30 178mm x 15 498mm. See attached floor plan layout. The Contractor will be required to give to the Department of Health a completely compliant building according to the minimum requirements of R158 attached to the tender document. The price must be inclusive of manufacturing, delivering to site, all necessary rigging, installation, commissioning of Park home(s), all necessary steps, ramsp, etc., including for all necessary plumbing (and not limited to, water pipes for both cold and water, geysers, sanitaryware, sluice room plumbing equipment, sinks, wash hand basins with traps and taps, etc. All according to DOH specifications), reconnection of electrical works for both normal and emergency supply and lightning and protection complete to comply to DOH Specification, necessary splits units where necessary and as per DOH specifications. Access control as required as per DOH, Medical Gas, Oxygen and extraction as required and according to DOH specifications, joinery fittings as per the layout drawings attached to this tender document. Full designs for the joinery fittings will be required before installation, hospital curtains where required, including curtain rails, curtain, vinyl sheeting and vinyl skirting in clinical areas, fully bodied porcelain tiles in wet areas, painting on walls, fire compliance equipment as per DOH specifications, way-finding signage in accordance with DOH	Item	1		-
<b>24</b>	size 15 090mm x 10 090mm wide. See attached floor plan layout. The Contractor will be required to give to the Department of Health a completely compliant building according to the minimum requirements of R158 attached to the tender document. The price must be inclusive of manufacturing, delivering to site, all necessary rigging, installation, commissioning of Park home(s), all necessary steps, ramps, etc., including for all necessary plumbing (and not limited to, water pipes for both cold and water, geysers, sanitaryware, sluice room plumbing equipment, sinks, wash hand basins with traps and taps, etc. All according to DOH specifications), reconnection of electrical works for both emergency and normal supply, new electrical works and lightning protection installation complete to comply to DOH Specification, necessary splits units where necessary and as per DOH specifications. Access control as required as per DOH, Medical Gas, Oxygen and extraction as required and according to DOH specifications, joinery fittings as per the layout drawings attached to this tender document. Full designs for the joinery fittings will be required before installation, hospital curtains where required, including curtain rails, cement screeds, vinyl sheeting and vinyl skirting in clinical areas, fully bodied porcelain tiles in wet areas, painting on walls, fire compliance equipment as per DOH specifications, way-finding signage in accordance with DOH	Item	1		
<b>25</b>	Allow a Provisional Amount of R30 000.00 (Thirty Thousand Rand Only) for the supply and installation of the new cable from main supply to both Parkhomes.	Item	1		
<b>26</b>	Allow for profit and attendance on the above item.	Item	1		

	<b>FENCING</b>				
27	Security fence 2.4m high mesh panel of not more than 3.5m wide, panel aperture size 78.2mm horizontal and 12.7mm vertical (centre to centre), fixed and including high tensile steel post with 4mm with wire strands both horizontal and vertical, panel to be reinforced with 4 x 50mm deep "V" formation horizontal recessed bands to enhance rigidity, including anti-scale clamp against the post where there is a "V" formation on mesh panel with mesh panel having 1 x 90° flange along the top and 1 x 30° flange along the bottom edge and secure along the entire length of the posts with locking mechanism and using anti-vandals bolts that cannot be tampered with or manoeuvred with ordinary tools, including 100mm high toughened steel spikes or spear spikes to be fixed on top of the mesh panel along the entire length of the fence above the gates and to be secured tightly with anti-vandals bolt from the inside of the fence. <b>(As per manufacturers specification)</b>	m	30		-
	<b><u>CONCRETE, FORMWORK AND REINFORCEMENT (PROVISIONAL)</u></b>				
	<b><u>REINFORCED CONCRETE (PROVISIONAL)</u></b>				
	<b><u>30 Mpa concrete</u></b>				
28	Allow 30 Mpa reinforced concrete beam of 400mm x 400mm below fence line, including all necessary excavations, backfilling, concrete, formwork, etc.	m3	4		-
	<b><u>PROVISIONAL AMOUNTS</u></b>				
29	Allow for a sum of R 200 000.00 (Two Hundred Thousand Rand Only) for Artwork on the internal and external walls as necessary and according to the Project Leader's instructions.	Item	1	200 000,00	200 000,00
30	Allow for profit and attendance on the above item.	%	%		
	Sub-total				
31	Allow for P & G's	Item	%	-	
	Sub-Total				-
	Add: Vat		15%		-
	Total estimate inclusive of Vat				-



**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE  
22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH  
TECHNOLOGY EQUIPMENT**

---

---

**PART C3. SCOPE OF WORKS**

<b>C3.1 SCOPE OF WORKS</b> JBCC EDITION 6.2			
Scope of Works complied in accordance with SANS 10403 where reference is made to this part of SANS 1921-1:2004			
<b>Project title:</b>	<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT</b>		
<b>Bid no:</b>	<b>ZNB 5306/2025-H</b>	<b>Project Code:</b>	<b>N/A</b>
<b>1</b>	<p><b><u>SECTION 1</u></b></p> <p><b><u>EXTENT OF THE WORKS</u></b></p> <p><b>1.1 EMPLOYERS OBJECTIVES</b></p> <p>To erect a prefabricated building to 22 bed paediatric ward and demolish existing paediatric ward</p> <p><b>1.2 OVERVIEW OF THE WORKS</b></p> <p>Erect foundation for extension part of the building, erect floor slab, place prefabricated building on top of the slab, install electricity and commission the building. Demolish existing building housing Paediatrics and the existing floor slab to remain, contract new prefabricated building on top of the existing slab.</p> <p><b>1.3 EXTENT OF THE WORKS</b></p> <p>Erect foundation, erect floor slab, place prefabricated building on top of the slab, install electricity and commission the building. Demolish existing building housing Paediatrics</p>		

<b>1.4</b>	<b>LOCATION OF THE WORKS</b> Locality Name KwaMagwaza Hospital Municipality Mthonjaneni Municipality Subplace Ward Ward 4 Government Facility KwaMagwaza Hospital Latitude -28,629327 Longitude 31,34105 Physical Address/Location KwaMagwaza Road, Melmoth, 3835
<b>1.5</b>	<b>TEMPORARY WORKS</b> See Bills of Quantities
<b>2</b>	<b><u>ENGINEERING</u></b>
<b>2.1</b>	<b>EMPLOYER'S DESIGN</b> See Specifications
<b>2.2</b>	<b>DESIGN BRIEF</b> See Drawings
<b>2.3</b>	<b>DRAWINGS</b> See List of Drawings
<b>2.4</b>	<b>DESIGN PROCEDURES</b> See DOH Standard Preambles

**3**

**PROCUREMENT**

**3.1 PREFERENTIAL PROCUREMENT PROCEDURES**

This bid will be subject to the implementation of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 and the relevant Supply Chain Management Legislation and the KwaZulu-Natal Supply Chain Management Policy Framework published by the KwaZulu-Natal Provincial Treasury. Bidders are referred to [www.kzntreasury.gov.za](http://www.kzntreasury.gov.za) for access to the relevant documents.

Bidders are advised to familiarize themselves with the contents of the KwaZulu-Natal Supply Chain Management Policy Framework regarding Preference Point Systems, evaluation of bids appeals and other matters.

**3.2 RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT**

NOTE : This project will be adjudicated as not exceeding R 50,000 000,00

**3.3 SCOPE OF MANDATORY SUBCONTRACT WORK**

The successful tenderer must subcontract a minimum of 5% of the value of the contract to one or more EME or QSE which are at least 51% owned by black people

**3.4 PREFERRED SUBCONTRACTORS/SUPPLIERS**

Not applicable

**3.5 SUBCONTRACTING PROCEDURES**

Not applicable

**4**

**CONSTRUCTION**

**4.1 APPLICABLE SANS 2001 STANDARDS FOR CONSTRUCTION WORKS**

The Contractor is referred to the "Model Preambles to Trades - 2008", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification for full descriptions of materials and methods referred to in these Bills of Quantities/Lump Sum documents, insofar as they apply. The Contractor is advised to study the "Standard Preambles to all Trades", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification, before pricing Bills of Quantities/Lump Sum documents.

Where the description in the Bills of Quantities/Lump Sum documents differ from those in the Standard Electrical Specifications, the descriptions in the Bills of Quantities/Lump Sum documents are to apply. No claim whatsoever will be allowed in respect of errors in pricing due to brevity of description of items in the Bills of Quantities/Lump Sum documents which are fully described when read in conjunction with the relevant Preambles and/or Specifications. Suppliers of materials and the like, whose quality systems apply with one or more of the SABS/SANS ISO 9000 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark.

Wherever the words "shall be deemed to be included in the description", "shall be stated" or other words having the same effect, appear in the Standard System, it shall be deemed that all descriptions in these Bills of Quantities/Lump Sum documents incorporated such inclusions and statements whether specifically stated or not.

The Contractor is hereby informed that where SABS/SANS Specifications are referred to in these Bills of Quantities/Lump Sums documents and Specifications thereto, then ONLY the Specification of Work Clauses will apply. The method of measurement and payment clauses will NOT apply to this Contract.

The Contractor is hereby informed that risk of collapse and keeping excavations free from water (excluding subterranean water) generally are deemed to be included in the descriptions unless accommodated in the system of measurement. Please refer to the Geotechnical Investigation report when included at the end of these bid documents.

Whenever reference is made to "Sub-Contractor", "Nominated Sub-Contractor" or the like in the specifications included or referred to in these Bills of Quantities/Lump Sums documents, it shall be deemed to mean "Contractor" as defined.

<p><b>4.2</b></p> <p><b>4.3</b></p> <p><b>4.4</b></p> <p><b>4.5</b></p> <p><b>4.6</b></p> <p><b>4.7</b></p> <p><b>4.8</b></p> <p><b>5</b></p> <p><b>5.1</b></p>	<p><b>APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS</b></p> <p>See above 4.1</p> <p><b>PARTICULAR / GENERIC SPECIFICATIONS</b></p> <p>The Contractor is referred to the following documents whether attached to this document or not:</p> <table border="0"> <thead> <tr> <th><b><u>SPECIFICATION</u></b></th> <th><b><u>PAGES</u></b></th> </tr> </thead> <tbody> <tr> <td>Specification for HIV/AIDS Awareness (CIDB)</td> <td>HIV1 TO HIV3</td> </tr> <tr> <td>Specific Construction, Safety, Health and Environmental Plan</td> <td></td> </tr> <tr> <td>Standard Preambles for all Trades (Rev 3) - DOH 2009</td> <td>1 to 95</td> </tr> <tr> <td>General Electrical Specification</td> <td>E/1 to E/20</td> </tr> <tr> <td>Lightning Protection Installation</td> <td>LP/1 to LP/6</td> </tr> </tbody> </table> <p><b>CERTIFICATION BY RECOGNIZED BODIES</b></p> <p>Only contractors registered with the Electrical Contracting Board of South Africa in accordance with the Regulations of the Occupational Health and Safety Act will be accepted and permitted to do work under this contract.</p> <p><b>AGRÉMENT CERTIFICATES</b></p> <p>Not applicable</p> <p><b>PLANT AND MATERIAL PROVIDED BY THE EMPLOYER</b></p> <p>Not applicable</p> <p><b>SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER</b></p> <p>Not applicable</p> <p><b>OTHER SERVICES AND FACILITIES</b></p> <p>The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Administration.</p> <p>The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed.</p> <p>The Contractor is advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.</p> <p><b><u>MANAGEMENT</u></b></p> <p>Identity document not longer than 3 months</p> <p><b>APPLICABLE SANS 1921 STANDARDS</b></p> <p>Bidders are referred to SECTION 2 : SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 IN THIS DOCUMENT</p>	<b><u>SPECIFICATION</u></b>	<b><u>PAGES</u></b>	Specification for HIV/AIDS Awareness (CIDB)	HIV1 TO HIV3	Specific Construction, Safety, Health and Environmental Plan		Standard Preambles for all Trades (Rev 3) - DOH 2009	1 to 95	General Electrical Specification	E/1 to E/20	Lightning Protection Installation	LP/1 to LP/6
<b><u>SPECIFICATION</u></b>	<b><u>PAGES</u></b>												
Specification for HIV/AIDS Awareness (CIDB)	HIV1 TO HIV3												
Specific Construction, Safety, Health and Environmental Plan													
Standard Preambles for all Trades (Rev 3) - DOH 2009	1 to 95												
General Electrical Specification	E/1 to E/20												
Lightning Protection Installation	LP/1 to LP/6												
<p><b>5.2</b></p>	<p><b>RECORDING OF WEATHER</b></p> <p>The Contractor shall keep record of abnormal climatic conditions to facilitate the adjudication of claims for extension of the contract period.</p>												

The Contractor shall allow in his programme for the following number of days for rain days (rain > 10mm per day) as per the table below:

CURRENT YEAR			YEAR + 1	YEAR + 2
January	w/days		3	3
February	w/days		3	3
March	w/days		3	3
April	w/days		3	3
May	w/days		3	3
June	w/days		3	3
July	w/days		3	3
August	w/days		3	3
September	w/days		3	3
October	w/days		3	3
November	w/days		3	3
December	w/days	0	3	3

**5.3 MANAGEMENT MEETINGS**

In order to facilitate the smooth functioning of the Works and to ensure the closest co-operation between all the parties concerned, the Employer will call for regular meetings to be held on the site, at which a senior member of the Contracting firm and the General Foreman of the Works will always be required to be present. In addition to the above, other persons will be required to attend these meetings as and when their presence is necessary, e.g., Consultants in all disciplines, representatives of the various Sub-Contractors, etc. Proper minutes of these meetings will be kept by the Employer\Principal Agent and copies will be circulated to all persons attending the meetings and to others who need to be kept informed.

**5.4 FORMS FOR CONTRACT ADMINISTRATION**

The Employer shall provide all necessary forms.

**5.5 ELECTRONIC PAYMENTS**

The Contractor shall provide all required information to the Employer to facilitate electronic payments upon request.

**5.6 DAILY RECORDS**

The Contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site.

At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all Sub-Contractors on the works each day.

At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.

**5.7 BONDS AND GUARANTEES**

The Contractor shall within 10 calendar days after receiving notice from the Principal Agent and prior to 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.

**5.8 PAYMENT CERTIFICATES**

Requirements will be in accordance with the Employers prescriptions.



4.12.1	<p><b>Samples of materials</b></p> <p>The work is to be executed with materials of the best specified and in the most substantial and workmanlike manner under the inspection of the Employer and to his satisfaction.</p> <p>The Contractor shall furnish, without delay, such samples as called for or may be called for by the Employer, who may reject all materials or workmanship not corresponding with the approved sample.</p> <p>The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the employer are:</p>
4.12.2	N/A
	None
4.12.3	<p><b>N/A</b></p> <p><b>OFFICE FOR FOREMAN</b></p> <p>Provide, erect, maintain and remove at completion a suitable temporary office for the Contractor or his Foreman, perfectly secured, lighted and ventilated and having a desk with drawers.</p> <p><b>TELEPHONE</b></p> <p>The Contractor shall provide a telephone on the site for the use of the Contractor and all Sub-Contractors for the duration of the Contract, and must make the necessary application for connection, give all notices and pay all fees, rentals and charges for the service and also for all calls.</p> <p><b>OFFICE FOR INSPECTOR OF WORKS</b></p> <p>Provide, erect, maintain and remove at completion a well constructed temporary office for the Inspector of Works not less than 4 x 3 m on plan and 3 m high to eaves to the approval of the Employer. The office shall be constructed of wood framing covered externally with corrugated iron and with a lean-to roof covered with the same material as the external wall covering. The office shall be lined internally with soft board or other approved material and a ceiling shall be provided of the same material as the internal lining. A suspended wood floor shall be provided and is to finish not less than 300 mm above the ground level. A lockable door and a window, which provides adequate light and ventilation, shall be fitted.</p> <p>An office constructed of 115 mm thick brick-work and provided with a screeded concrete floor and roofed and ceiled as above described may be accepted as an alternative but prior permission of the Employer will be necessary before construction of such an office is commenced and his requirements shall be stated and fulfilled by the Contractor.</p> <p>The office shall be fitted in an approved manner with a sloping topped desk of height and length suitable for the laying out and studying of drawings, a desk or table with not less than two lock-up drawers, shelves, seating and wash-stand, and the Contractor shall provide all necessary attendance.</p> <p><b>TELEPHONE IN OFFICE FOR INSPECTOR OF WORKS</b></p> <p>The Contractor shall arrange for the installation of a lockable telephone in the Office for the Inspector of Works for the duration of the Contract. The Contractor will be required to make the necessary application for connection and give all notices on behalf of the Employer. The Employer will, however, be responsible for the direct payment of all fees, rentals and other charges by Telkom for the service for the Inspector of Works and for all calls made from this telephone.</p>

	SHED
	Provide, erect, maintain and remove at completion, ample temporary sheds for the proper storage of materials and for the use of the workmen, and remove when no longer required.
<b>4.14.6</b>	<b>The requirement for provision and erection of signboards are:</b>
	Supply, erect, maintain and remove at completion a painted notice board, size overall 2800 x 2345 mm high sign written to detail as per drawings available from offices of the Department of Health. Only the official notice board is to be displayed on the site and no Sub-Contractor's boards will be permitted. The Contractor, at his own cost, may provide a board on which all sub-contract firms' names may be sign written. The notice board is to be to the approval of the Employer and is to be maintained in first class condition and placed where directed at the entrance to the site and remain there for the duration of the Contract.
<b>4.17.1</b>	<b>Requirement for the termination, diversion or maintenance of existing services:</b>
	Should the Contractor come in contact with any underground cables or pipes during excavations, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until authority to proceed has been obtained from the Employer. Should the Contractor damage underground cables or pipes resulting in a disruption of services to an existing institution such damage shall be repaired immediately.
<b>4.17.3</b>	<b>Services which are known to exist on the site:</b>
	Investigate and provide detail drawings.
<b>4.17.4</b>	<b>Requirement for detection apparatus</b>
	None
<b>4.18</b>	<b>ADDITIONAL HEALTH AND SAFETY REQUIREMENTS ARE:</b>
	By the submission of a bid, any Bidder will, if awarded the contract to which this bid document relates, be deemed to be the mandatory as envisaged by Section 37 (2) of the Act. As a mandatory the successful Bidder will be deemed to be the "principal contractor" and an employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the service to which this bid document relates, all work will be performed and machinery and plant used in accordance with the Act. Should the Contractor, for whatever reason be unable to perform as required by the Act, the Contractor undertakes to inform the Employer accordingly. Bidders are advised that it is a Condition of this Bid that a 'Construction Phase Safety, Health and Environmental Plan' specifically relates to the project for which bids are being submitted and must be prepared by the Bidder and submitted with the other bid documents at the time of bid. Failure to do so will Bidders are therefore advised to study the 'Construction Safety, Health and Environmental Specification' which is issued as part of this bid document, the Model Preambles to Trades - 2008, any project Specification included in this bid document and any and all drawings which are referred to and issued as part of this bid document before preparing their own project specific 'Construction Phase Safety, Health and Environmental Plan' . Bidders are also advised that such a plan which is submitted with a bid but is incomplete or considered inadequate by the Employer or his Representative will invalidate the bid. The Contractor will be deemed to have satisfied himself with his obligations in terms of the Act and to have allowed for all costs arising from compliance with the Act as no claim for extra costs arising from compliance with, and obligations in terms of the Act will be entertained.
<b>4.22</b>	<b>WORK BY NOMINATED AND SELECTED SUBCONTRACTORS COMPRISE:</b>
	[Provide list of applicable contractors]

## C3.2 - SPECIFICATION FOR HIV/AIDS AWARENESS

### 1 Scope

This generic specification contains requirements applicable to the reduction of the risk of transfer of the HIV virus between and among construction workers and the local community through the following four strategies:

- a) raising awareness about HIV/AIDS;
- b) providing construction workers with access to condoms;
- c) HIV counselling, testing and referral services; and
- d) Sexually Transmitted Infection diagnosis and treatment.

### 2 Normative references:

The following standard contains provisions that, through reference in this text, constitute provisions of this standard:

SANS 4074 ISO 4074, *Condom Rubbers*

### 3 Definitions and Abbreviations

#### 3,1 Definitions

**Construction Worker:** all persons in the employ of the contractor or in the employ of any of the subcontractors contracted by the contractor.

**Local Community:** the communities local to the site which are most likely to have contact with the construction worker and, in particular, sex workers in those communities.

**Service provider:** the natural or juristic person recognised by the South African Department of Health as specialist in conducting Aids Awareness Programmes.

#### 3,2 Abbreviations

STI: Sexually transmitted infection

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome

### 4 Objectives

The objectives are to:

- a) reduce the risk of transfer of the HIV virus between and among construction workers and the local community;
- b) raise awareness amongst construction workers and the local community of the risk of infection with the HIV virus;
- c) promote early diagnosis; and
- d) assist affected individuals to access care and counselling.

## 5 Requirements

### 5.1 General requirement

The contractor shall, in order to satisfy the objectives stated in 4:

- a) make condoms complying with the requirements of SABS ISO 4074 available to all construction workers at readily accessible points on the site, suitably protected from the elements, for the duration of the contract;
- b) either place and maintain HIV/AIDS awareness posters of size of not less than A1 in areas which are highly trafficked by construction workers, or provide construction workers with a pamphlet, in languages largely understood by construction workers, which
- c) encourage voluntary HIV/STI testing;
- d) provide information concerning counselling, support and care of those that are infected services; and
- e) comply with the requirements of 5.2.

***The provisions of 5.1 c) and d) do not apply to this contract.***

### 5.2 HIV awareness programme

**5.2.1** The contractor shall:

- a) engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme which is structured to achieve the outcomes stated in 5.2.3 for contract workers as soon as a construction workers camp is established and populated or, where no such camp is established, within two weeks of the commencement of a significant portion of the works and at subsequent intervals, if any, provided for in the scope of works; and
- b) arrange for, provide a suitable venue, and instruct all construction workers to attend the HIV Awareness Programme and notify the Employer's Representative of the date, time and venue whenever a session with construction workers is conducted.

**Note: The National Department of Public Works maintains a list of qualified service providers.**

**5.2.2** The contractor shall do nothing to dissuade construction workers from attending such an HIV Awareness Programme and shall take all reasonable steps to ensure that a minimum of 90% of construction workers engaged in the works attend such a programme, when it is conducted.

**5.2.3** The outcomes of the HIV Awareness Programme shall as a minimum, result in contract workers exposed to such a programme being able to:

- a) communicate the existence of problems of HIV and be able to outline the consequences of transmission of HIV to or from the local community;
- b) recall and communicate the mode of HIV transmission and preventative measures including the proper use of the condom.

Doc.  
Maxi  
mum  
Bank  
or  
Insur  
ance

**The HIV/ Aids awareness programme described in 5.2 is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract)**

### 5,3 Reporting

**5.3.1** The contractor shall prepare and attach to his claims for payment a brief report which outlines how the actions taken by the contractor in the period for which payment is claimed satisfy the requirements and a schedule which lists the names, identity numbers, trade / occupation and name of employer of all construction workers exposed to the programme (see **HIV/STI Compliance Report**).

**5.3.2** The employer's representative shall certify the report and schedule described in 5.3.1 whenever a claim for payment is issued to the employer.

**Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Health) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum.**

The *HIV /Aids* awareness programme described in 5.2 shall in addition *be conducted* for the benefit of the local community on two occasions in the community centre nearest to the building site. The contractor shall be *responsible* for inviting identifiable community-based *institutions and organisations, churches, and schools to participate in the programme.*

**C3.3 - HIV/STI COMPLIANCE REPORT**

Pro-forma reporting format in terms of the SPECIFICATION FOR HIV/AIDS AWARENESS

Project Code:

N/A

Payment Claim number:

Period covered by payment claim:

--

1. Distribution of condoms (briefly describe where and how condoms are distributed).


2. Posters / pamphlets (briefly describe where posters were placed / how pamphlets were distributed).


3. Voluntary testing (briefly describe the actions taken / information provided to promote testing).

4. Counselling, support and care (summarise information provided).

5. HIV awareness programme (briefly describe action).






**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22  
BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH  
TECHNOLOGY EQUIPMENT**

---

---

**PART C4. SITE INFORMATION**

<b>C4.1 SITE INFORMATION JBCC EDITION 6.2</b>			
<b>Project title:</b>	<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT</b>		
<b>Bid No.</b>	<b>ZNB 5306/2025-H</b>	<b>Project Code:</b>	<b>N/A</b>
<b>C4.1 Site Information</b>			
<b>C4.1</b>	<b>GENERAL</b>		
(a)			
<b>C4.2</b>	<b>GEOTECHNICAL INVESTIGATION REPORT</b>		
(a)			



**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22  
BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH  
TECHNOLOGY EQUIPMENT**

---

---

**PART C5 - DRAWINGS / ANNEXURES**





**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22  
BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH  
TECHNOLOGY EQUIPMENT**

---

---

**ANNEXURES**

**C5.2 - ANNEXURES**

**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22  
 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH  
 TECHNOLOGY EQUIPMENT**

<b>Bid No.:</b>	<b>ZNB 5306/2025-H</b>	<b>Project Code:</b>	<b>N/A</b>
-----------------	------------------------	----------------------	------------

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

**ANNEXURES**

Annexure 1	Standard Preambles and Specifications
Annexure 2	Joint Venture Agreement
Annexure 3	Builders Lien Agreement
Annexure 4	EPWP Scope
Annexure 6	Occupational Health and Safety Specification



**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22  
BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH  
TECHNOLOGY EQUIPMENT**

---

---

## **Annexure 1**

### **STANDARD PREAMBLES & SPECIFICATIONS**



Annexure 2  
**Joint Venture Agreement**  
**(March 2004)**  
**(First Edition of CIDB document 1017)**

1. **PREAMBLE**

This agreement is made and entered into by and between

\_\_\_\_\_

\_\_\_\_\_

of the first part and

\_\_\_\_\_

\_\_\_\_\_

of the second part and

\_\_\_\_\_

\_\_\_\_\_

of the third part.

*(allow for additional parties as necessary).*

Whereas the foregoing parties have resolved to form a Joint Venture under the title of

\_\_\_\_\_

\_\_\_\_\_

for the exclusive purposes of securing and/or executing the Contract to be awarded by

*(name of Employer)*

**to the KZN Department of Health in respect of the following project:**

for *(brief description of Contract)*

**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED  
PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY  
EQUIPMENT**

Now it is hereby agreed as follows :

2. **DEFINITIONS AND INTERPRETATION**

2.1 Definitions

The following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are, in general, signified in the text of the Agreement by the use of capital initial letters, but the absence of such letters does not necessarily signify that a term, or word, is not defined.

**'Agreement'** means the agreement between the Members of the Joint Venture and includes this model form of agreement together with the Preamble, Specific Provisions, if any, Schedules 'A', 'B' and 'C' and any relevant Documents prepared prior to the signing of the Agreement and appended thereto.

**'Contract'** means the contract with the Employer for the supply of the Deliverables, for the purposes of securing and executing which, the Joint Venture has been formed.

**'Deliverables'** means the works and/or services, equipment, materials, goods, etc. to be furnished by the Joint Venture to the Employer in terms of the Contract.

**'Document'** means any written, drawn, typed, printed, or photographic material, which relates to the Agreement.

**'Employer'** means the person, or body, which is to award the Contract and will employ the Joint Venture if it is awarded the Contract.

**'Joint Venture'** means the joint venture formed by the Members in accordance with the Agreement.

**'Management Committee'** means the body established in terms of the Agreement to manage all aspects of the work of the Joint Venture in securing and executing the Contract and in meeting the provisions for the Agreement.

**'Member'** means a person, or body which, being a party to the Agreement, is a member of the Joint Venture.

Payment **'Member's Interest'** means the proportion expressed as a percentage, which the total monetary value of all Maximum Bank or Ins resources provided and contributions made by a Member towards the execution by the Joint Venture of the Contract bears to the total of such values by all Members and, unless otherwise indicated in the Agreement, represents the extent to which the Member participates in the fortunes of the Joint Venture.

**'Representative'** means the person representing a Member on the Management Committee.

**'Schedules'** means Schedules 'A', 'B' and 'C' which set out general, financial and other information relating to the Members and the obligations, duties, rights, risks and benefits arising from their participation in the Joint Venture.

**'Specific Provisions'** means the variations, if any, required to this standard form of agreement for the specific purposes of the Agreement.

## 2.2 Interpretation

Unless inconsistent with the context, an expression in the Agreement which denotes:

- any gender shall include the other genders
- a natural person shall include a juristic person and vice versa
- the singular shall include the plural and vice versa

## 2.3 Headings

The headings to clauses of the Agreement shall not be considered part thereof, nor shall the words they contain be taken into account in the interpretation of any clause.

## 2.4 Law

The Agreement shall be construed in accordance with and governed by the laws of the Republic of South Africa and the English language versions shall prevail.

## 2.5 Language

English shall be exclusively used by the Members in the preparation of Documents unless otherwise indicated.

## 2.6 Conflict between Agreement and Contract

Should any provision of the Agreement be in conflict with the terms of the Contract, the Agreement shall be amended to the approval of the Management Committee so as to eliminate the conflict.

## 3. **JOINT VENTURE GENERAL**

### 3.1 Establishment and Purpose

The Joint Venture established by the Members in terms of the Agreement is an unincorporated association with the exclusive purposes of securing and executing the Contract for the benefit of the Members.

### 3.2 Termination

The operation of the Joint Venture and the validity of the Agreement shall terminate if and when it becomes evident that the Joint Venture will not be awarded the Contract, or, if the Joint Venture secures the Contract, when all obligations and rights of the Joint Venture and the Members in connection with the Contract and the Agreement have ceased and/or been satisfactorily discharged.

Unless otherwise decided by the Management Committee, the Agreement shall not terminate if a Member changes its name, or is taken over by, or merged with, another body.

This agreement will terminate when any one of the Members resigns, are liquidated or opts out of this agreement and the Joint Venture will be in breach of contract with the Employer and their contract could be cancelled.

### 3.3 Exclusivity

Unless otherwise agreed by the Management Committee, or provided for in the Contract no Member shall engage in any activity related to the Contract other than as a Member of the Joint Venture and Members shall ensure that their subsidiaries and other bodies over which they have control comply with this requirement.

### 3.4 Participation of Members

Except as may otherwise be stipulated in the Agreement, each Member shall be responsible for all costs incurred by it prior to the date of inception of the Agreement.

Subsequent to the date of inception of the Agreement, each Member shall, participate in the operations, risks, responsibilities and fortunes of the Joint Venture including, inter alia, the provision of funding, sureties, guarantees, insurances, human and other resources and participation in profits and losses to the extents indicated in the Schedules. Participation in any aspect not covered in the Schedules shall, if an agreement cannot be reached between the Members, be to the same extents as indicated by the Members Interests.

### 3.5 Management

The affairs of the Joint Venture shall be directed and controlled by the Management Committee, as set out in Section 4 hereof.

3.6 Confidentiality

All matters relating to the Agreement and the Contract shall be treated by the Members as confidential and no such matter shall be disclosed to any third party without the prior written approval of the Management Committee.

No Member shall be party to the dissemination of publicity relating to the Contract, or the Agreement, without the prior written approval of the Management Committee and the Employer.

3.7 Assignment

No Member shall cede, assign, or in any other way make over any of its rights, or obligations, under the Agreement without the prior written consent of the Management Committee.

3.8 Subcontracting Identity document not longer than 3 months

No Member shall subcontract any obligation, work or duty for which it is, itself, responsible in terms of the Agreement without the prior written consent of the Management Committee.

3.9 Variations to Agreement

No variation, modification, or waiver of any part of the Agreement shall be of any force, or effect, unless unanimously agreed by the Members and reduced to writing.

3.10 Liability

Each Member warrants that it will indemnify the other Members against all legal liabilities arising out of, or in connection with the performance of its obligations under the Agreement.

It is acknowledged by the Members that they may be held jointly and severally liable in respect of claims against the Joint Venture by the Employer or third parties.

**4. MANAGEMENT OF JOINT VENTURE**

4.1 General

The affairs of the Joint Venture shall be directed, controlled and managed by the Management Committee, which, within the terms of the Agreement and the Contract, shall have full authority to bind the Members in all matters relating to the affairs of the Joint Venture.

Communication between the Joint Venture and the Employer, or third parties, relating to the Contract shall be conducted exclusively by the Management Committee, or by such person as it may delegate to perform this function. The Management Committee shall have the power to appoint a project manager and/or such other persons as it may see fit to appoint for the purpose of executing the Contract and may delegate such of its powers, responsibilities and duties as it may consider necessary, or desirable, to persons or bodies appointed or seconded for this purpose.

Such administrative functions as are necessary to ensure the effective operation of the Management Committee shall be performed by its chairman.

4.2 Management Committee

4.2.1 Composition

The Management Committee shall, unless otherwise agreed by all the Members, consist of one Representative of each Member and each Member shall be obliged, at all times, to maintain a Representative on the Management Committee.

Each member shall, not later than three working days after the signing of the Agreement, appoint its Representative and notify the other Members of the name and contact details of the Representative. Such Representative shall have the power to bind the Member that he represents in all matters relating to the execution of the Contract and the performance of the Agreement.

A Member shall be entitled, after giving the other Members not less than three working days written notice of his intention to do so, appoint, remove and/or replace, an alternate who shall, at any meeting of the Management Committee from which the Representative whom he represents is absent, be vested with all rights and powers and subjected to all the obligations of the absent Representative.

The chairman of the Management Committee shall be the Representative of the Member which has the largest Member's Interest. If two, or more, Members have the same, largest Member's Interest, the chairmanship shall rotate between the Representatives of such Members at three monthly intervals, the order of rotation to be determined by ballot.

Notwithstanding the foregoing, the chairmanship of the Management Committee may be determined, or changed, at any time by unanimous decision of the Management Committee.

4.2.2 *Meetings*

No remuneration shall be paid by the Joint Venture to Representatives or their alternates for serving on the Meetings of the Management Committee shall take place at such times and places as the Management Committee may determine, provided that the chairman shall convene a meeting of the Management Committee to be held not later than ten working days after he has been requested, in writing, by a Member to do so. Not less than five working days written notice of any meeting of the Management Committee shall be given to all Representatives and their alternates.

The Management Committee may permit, or invite, persons other than Representatives or alternates to attend any of its meetings, but such persons shall not have voting rights.

4.2.3 *Decisions*

Each Representative shall have one vote on the Management Committee and where, in terms of this clause, a casting vote is required, this shall be exercised by the chairman.

All decisions of the Management Committee shall, desirably, be unanimous. Accordingly, if unanimity cannot, initially, be achieved in regard to a decision, the meeting at which that decision is sought shall be adjourned for a period of 48 hours to enable Representatives to consult with their principals. If, on resumption of the adjourned meeting, unanimity can still not be achieved, the decision, provided it is not one requiring unanimity of the Members, shall be taken by majority vote and, in the event of a tie, the chairman shall exercise a casting vote.

A Member not satisfied with a majority decision of the Management Committee may declare a dispute, to be dealt with in terms of Clause 8 hereof, but the majority decision shall, nevertheless, be implemented with immediate effect.

Decisions of the Management Committee, whether taken at a meeting, or otherwise, shall be recorded in written minutes, which shall be distributed by the chairman to reach the Representatives not later than five working days after those decisions were taken. Such minutes shall be deemed to have been affirmed by the Representatives unless written notice of dissent is received by the chairman not later than three working days after receipt of the minutes by the Representative.

4.2.4 Powers and duties

The functions, responsibilities and powers of the Management Committee shall include, inter alia, those listed below:

- 4.2.4.1 Formulating overall policy in regard to the achievement of the objectives of the Joint Venture.
- 4.2.4.2 Managing the day to day affairs of the Joint Venture.
- 4.2.4.3 Monitoring, directing and co-ordinating the activities of the Members to ensure that the objectives of the Joint Venture are achieved and that the obligations and responsibilities of the individual Members are met.
- 4.2.4.4 Monitoring and controlling the financial affairs of the Joint Venture and ensuring that proper books of account and financial records relating to affairs of the Joint Venture are maintained in an approved form and submitted to the Management Committee for approval at regular intervals, which shall not be longer than one month.
- 4.2.4.5 Determining the necessity for and the details of any changes in the duties and responsibilities of Members provided that any resulting changes in Members' Interests shall be unanimously approved by the Members.
- 4.2.4.6 Determining the terms and conditions of employment of personnel and the emoluments applicable to staff seconded to the Joint Venture by the Members.
- 4.2.4.7 Controlling and approving the appointment of all subcontractors.
- 4.2.4.8 Procuring, after the completion of the Contract and the release of all bonds, guarantees and sureties given in respect of the performances of the Joint Venture and the Members, the preparation and auditing of a final set of accounts, on the basis of which the final profits, or losses, attributable to the individual Members shall be determined and any necessary adjustments effected.

**5 RESOURCES OF JOINT VENTURE**

The resources to be utilised by the Joint Venture in securing and executing the Contract shall, insofar as these are to be provided directly by the Members, be as set out in the Schedules and may, from time to time, be amended by decision of the Management Committee, provided that the Member's Interests are not, except with the unanimous approval of the Members, affected thereby.

Similarly, specific areas of responsibility of the Members for the performance of work and the provision of facilities shall be as set out in the Schedules and may, from time to time, be amended by decision of the Management Committee, provided that the Members' Interest are not, except with the unanimous approval of the Members, affected thereby.

5.1 Schedule 'A' (General)

Schedule 'A' shall contain general information relating to the Joint Venture including, inter alia, the following :

1. The Employer's name and address.
2. A brief description of the Contract and the Deliverables.
3. The name, physical address, communications addresses and domicilium citandi et executandi of each Member and of the Joint Venture.
4. The Members' Interests.
5. A statement indicating whether, or not, Specific Provisions apply to the Agreement.
6. A schedule of insurance policies which must be taken out by the Joint Venture and by the individual Members.
7. A Schedule of sureties, indemnities and guarantees that must be furnished by the Joint Venture and by the individual Members.
8. Details of the persons, who, in the event of failure by the Members to reach agreement on the appointments of mediator and arbitrator, will nominate appointees to these positions in terms of Clauses 8.2 and 8.3.

5.2 Schedule 'B' (Financial)

Schedule 'B' shall contain information regarding the financial affairs of the Joint Venture including, inter alia, the following :

1. The working capital required by the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the individual Members from time to time.
2. The banking accounts that are to be opened in the name of the Joint Venture and the manner in which these are to be operated.
3. The rates of interest that will be applicable to amounts by which Members are in debit, or credit, to the Joint Venture.
4. The names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.
5. The intervals at which interim financial accounts and forecasts will be prepared for approval by the Management Committee.
6. Insofar as not covered in Schedule 'C', the basis on which contributions of various types by the Members towards the work of the Joint Venture in securing, executing, managing and satisfactorily completing the Contract, will be valued.
7. The basis on which profits and/or surplus cash will, if available from time to time, be distributed to Members.
8. The basis upon which losses, if any, are to be apportioned to Members.

5.3 Schedule 'C' (Contributions by Members)

Schedule 'C' shall set out the contributions of various types, other than cash, that will be made by the individual Members towards the work and obligations of the Joint Venture and shall, as far as possible, indicate the monetary values to be placed on such contributions, which may include, inter alia, the following :

1. Staff seconded to the Joint Venture.
2. Work carried out and services provided to, or on behalf of, the Joint Venture.
3. Plant, equipment, facilities etc. made available for use by the Joint Venture.
4. Materials and goods supplied to, or on behalf of, the Joint Venture.
5. Licences, sureties, guarantees and indemnities furnished to, or on behalf of, the Joint Venture.
6. Joint Venture Disclosure form required for the Contract.

6. **BREACH OF AGREEMENT**

If a Member breaches any material provision of the Agreement, or delays or fails to fulfil its obligations in whole, or in part, and does not remedy the situation within fourteen calendar days of receipt of notice from the Management Committee, or another Member, to do so, the other Members shall have the right, without prejudice to any other rights arising from the default, to summarily terminate the Agreement and re-assign the defaulting Member's rights and obligations in the Joint Venture as they see fit and withhold any moneys due to the defaulting member by the Joint Venture.

Each Member shall indemnify the other Members against all losses, costs and claims which may arise against them in the event of the Agreement being terminated as a result of breach of the Agreement by the said Member.

7. **INSOLVENCY OF MEMBER**

Should a Member be placed in liquidation, or under judicial management, whether provisionally or finally, or propose any compromise with its creditors, the other Members shall be entitled to proceed in terms of Clause 6, as if the Member had breached the Agreement.

**8. DISPUTES**

**8.1 Settlement**

The Members shall negotiate in good faith and make every effort to settle any dispute, or claim, that may arise out of, or relate to, the Agreement.

If agreement cannot be reached, an aggrieved Member shall, if he intends to proceed further in terms of Clause 8.2 hereof, advise all other Members in writing that negotiations have failed and that he intends to refer the matter to mediation in terms of Clause 8.2.

**8.2 Mediation**

Not earlier than ten working days after having advised the other Members, in terms of Clause 8.1, that negotiations in regard to a dispute have failed, an aggrieved Member may require that the dispute be referred, without legal representation, to mediation by a single mediator.

The mediator shall be selected by agreement between the Members, or, failing such agreement, by the person named for this purpose in Schedule 'A'. The costs of the mediation shall be borne equally by all Members.

The mediator shall convene a hearing of the Members and may hold separate discussions with any Member and shall assist the Members in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Members shall record such agreement in writing and thereafter they shall be bound by such agreement.

The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Members.

**8.3 Arbitration**

Where a dispute or claim is not resolved by mediation, it shall be referred to arbitration by a single arbitrator to be selected by agreement between the Members or, failing agreement, to be nominated by the person named for this purpose in Schedule 'A'.

The Member requiring referral to arbitration shall notify the other Members, in writing, thereof, not later than thirty calendar days after the mediator has expressed his opinion, failing which the mediator's opinion shall be deemed to have been accepted by all Members and shall be put into effect.

Arbitration shall be conducted in accordance with the provisions of the Arbitration Act No. 42 of 1965, as amended, and in accordance with such procedure as may be agreed by the Members or, failing such agreement, in accordance with the rules for the Conduct of Arbitrations published by the Association of Arbitrators and current at the date that the arbitrator is appointed.

The decisions of the arbitrator shall be final and binding on the Members, shall be carried into immediate effect and, if necessary, be made an order of any court of competent jurisdiction.

**9. DOMICILIUM**

The Members choose domicilium citandi et executandi for all purposes of and in connection with the Agreement as stated in Schedule 'A'. A Member shall be entitled to change his domicilium from time to time, but such change shall be effective only on receipt of written notice of the change by all other Members.

Member No. 1

Thus done and signed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

For and on behalf of \_\_\_\_\_ [Company]

by [name] \_\_\_\_\_ who warrants his authority to do so.

\_\_\_\_\_

As witnesses 1. \_\_\_\_\_ As witnesses 2. \_\_\_\_\_

Member No. 2

Thus done and signed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

For and on behalf of \_\_\_\_\_ [Company]

by [name] \_\_\_\_\_ who warrants his authority to do so.  
\_\_\_\_\_

As witnesses 1. \_\_\_\_\_ As witnesses 2. \_\_\_\_\_

Member No. 3

Thus done and signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For and on behalf of \_\_\_\_\_ [Company]

by [name] \_\_\_\_\_ who warrants his authority to do so.  
\_\_\_\_\_

As witnesses 1. \_\_\_\_\_ As witnesses 2. \_\_\_\_\_

[Allow for additional parties as necessary].

Annexure 3

**WAIVER OF CONTRACTOR'S LIEN**

**DEFINITIONS**

Please do  
before prii

Contractor: \_\_\_\_\_

Employer: Head: Health (KZN Department of Health: Province of KwaZulu-Natal)

Agreement: JBCC MAY 2018 EDITION 6.2

Works (description):

**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22  
BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH  
TECHNOLOGY EQUIPMENT**

Site:

KwaMagwaza Road, Melmoth, 3835

**AGREEMENT**

The Contractor waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site

Thus done and signed at \_\_\_\_\_ on \_\_\_\_\_  
[Date]

\_\_\_\_\_  
Name of signatory

\_\_\_\_\_  
Capacity of signatory

\_\_\_\_\_  
As witness

\_\_\_\_\_  
For and on behalf of the contractor who by  
signature hereof warrants authorisation hereto



**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22  
BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH  
TECHNOLOGY EQUIPMENT**

---

---

## **Annexure 4**

### **EXPANDED PUBLIC WORKS PROGRAMME (EPWP)**

## ADDITIONAL SPECIFICATION - EPWP

### SL

### EMPLOYMENT AND TRAINING OF EPWP BENEFICIARY ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) Infrastructure Projects:

#### CONTENTS

SL 01	SCOPE
SL 02	TERMINOLOGY AND DEFINITIONS
SL 03	APPLICABLE LABOUR LAWS
SL 04	EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING EPWP
SL 05	EMPLOYER'S RESPONSIBILITIES
SL 06	PLACEMENT OF RECRUITED EPWP BENEFICIARY
SL 07	TRAINING OF YOUTH WORKERS
SL 08	BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA
SL 09	CONTRACTUAL OBLIGATIONS IN RELATION TO EPWP BENEFICIARY
SL 10	PROVINCIAL RATES OF PAY
SL 11	MEASUREMENTS AND PAYMENT
EXAMPLE	EPWP EMPLOYMENT AGREEMENT

#### SL 01 SCOPE

This project is part of the Expanded Public Works Programme aims to train young people and provide them with practical work experience as part of this programme. Youth aged between 18 and 35 will be recruited and trained in skills relevant to the work to be done on this project. These youth will have to be employed by the contractor as part of this project so that they can gain their work experience on these projects. The training of the youth will be coordinated and implemented by a separate service provider. This service provider will provide the contractor with a list of all the youth and the training each of these youth have received. The Contractor will be required to employ all of these youth for a minimum period of 6 months. Furthermore the Contractor will be required to supervise these youth to ensure that the work they perform is of the required standard. If necessary the contractor's staff will be required to assist and mentor the youth to ensure that they are able to perform the type of work they need to do to the satisfactory standards required. The contractor will not be required to employ all youth in the programme at the same time, but may rotate the youth on the project, as long as all youth are employed for the minimum duration stated earlier.

This specification contains the standard terms and conditions for workers employed in elementary occupations and trained on a Expanded Public Works Programme (EPWP) for the Infrastructure Programme.

#### SL 02 TERMINOLOGY AND DEFINITIONS

##### SL 02.01 TERMINOLOGY

- (a) EPWP The Code of Good Practice for Expanded Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training and employment opportunities.
- (b) EPWP Expanded Public Works Programme, a National Programme of the government of South Africa, approved by Cabinet.
- (c) UYF Umsobumvu Youth Fund.
- (d) DOL Department of Labour.

**SL 02.02 DEFINITIONS**

- (a) "employer" means the contractor or any party employing the worker / beneficiary under the EPWP Programme.
- (b) "client" means the Department of Public Works.
- (c) "worker / trainee" means any person working or training in an elementary occupation on a EPWP.

**SL 03 APPLICABLE LABOUR LAWS**

In line with the Expanded Public Works Programme (EPWP) policies, the Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of labour in government Notice No. R63 of 25 January 2002, of which extracts have been reproduced below in clauses SL 04 shall apply to works described in the scope of work and which are undertaken by unskilled or semi-skilled workers. The Code of Good Practise for Employment and Conditions of Work for Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R64 of 25 January 2002 shall apply to works described in the scope of work and which unskilled or semi-skilled workers undertake.

**SI 04 EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING EPWP**

**SL 04.01 DEFINITIONS**

- (a) "department" means any department of the State, implementing agent or contractor;
- (b) "employer" means any department that hires workers to work in elementary occupations on a EPWP;
- (c) "worker" means any person working in an elementary occupation on a EPWP;
- (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
- (e) "management" means any person employed by a department or implementing agency to administer or execute a EPWP;
- (f) "task" means a fixed quantity of work;
- (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
- (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
- (i) "time-rated worker" means a worker paid on the basis of the length of time worked
- (j) "Service Provider" means the consultant appointed by Department to coordinate and arrange the employment and training of labour on EPWP infrastructure projects.

**SL 04.02 TERMS OF WORK**

- (a) Workers on a EPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on a EPWP.
- (c) Employment on a EPWP does not qualify as employment and a worker so employed does not have to register as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

Payment reduction of 10% of the value certified in the payment certificate (excluding VAT) to maximum of 10% of the Contract Maximum Bank or Insurance Guaranteed Sum (Not exceeding 10% of the Contract Sum)

**SL 04.03 NORMAL HOURS OF WORK**

- (a) An employer may not set tasks or hours of work that require a worker to work–
  - (i) more than forty hours in any week
  - (ii) on more than five days in any week; and
  - (iii) for more than eight hours on any day.
- (b) An employer and a worker may agree that the worker will work four days per week. The worker may then work up to ten hours per day.

- (c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks (based on a 40-hour week) allocated to him.

Every work is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

**SL 04.04 MEAL BREAKS**

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

**SL 04.05 SPECIAL CONDITIONS FOR SECURITY GUARDS**

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour duration or two breaks of at least 30 minutes duration each.

**SL 04.06 DAILY REST PERIOD**

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

**SL 04.07 WEEKLY REST PERIOD**

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

**SL 04.08 WORK ON SUNDAYS AND PUBLIC HOLIDAYS**

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.
- (c) A task-rated worker who works on a public holiday must be paid –
- (i) the worker's daily task rate, if the worker works for less than four hours;
  - (ii) double the worker's daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid –
- (i) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
  - (ii) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

**SL 04.09 SICK LEAVE**

- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- (c) A worker may accumulate a maximum of twelve days' sick leave in a year.
- (d) Accumulated sick-leave may not be transferred from one contract to another contract.

- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
  - (i) absent from work for more than two consecutive days; or
  - (ii) absent from work on more than two occasions in any eight-week period.
- (i) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- (j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

**SL 04.10 MATERNITY LEAVE**

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker Identity document not longer than 3 months
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave –
  - (i) four weeks before the expected date of birth; or
  - (ii) on an earlier date –
    - (1) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (2) if agreed to between employer and worker; or
  - (iii) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- (g) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

**SL 04.11 FAMILY RESPONSIBILITY LEAVE**

- (a) Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
  - (i) when the employee's child is born;
  - (ii) when the employee's child is sick;

- (iii) in the event of the death of –
  - (1) the employee's spouse or life partner
  - (2) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

**SL 04.12 STATEMENT OF CONDITIONS**

- (a) An employer must give a worker a statement containing the following details at the start of employment –
  - (i) the employer's name and address and the name of the EPWP;
  - (ii) the tasks or job that the worker is to perform;
  - (iii) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (iv) the worker's rate of pay and how this is to be calculated;
  - (v) the training that the worker may be entitled to receive during the EPWP.
- (b) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (c) An employer must supply each worker with a copy of the relevant conditions of employment contained in this specification.
- (d) An employer must enter into a formal contract of employment with each employee. A copy of a pro-forma is attached at the end of this specification.

**SL 04.13 KEEPING RECORDS**

- (a) Every employer must keep a written record of at least the following –
  - (i) the worker's name and position;
  - (ii) in the case of a task-rated worker, the number of tasks completed by the worker;
  - (iii) in the case of a time-rated worker, the time worked by the worker;
  - (iv) payments made to each worker.
- (b) The employer must keep this record for a period of at least three years after the completion of the EPWP.

**SL 04.14 PAYMENT**

- (a) A task-rated worker will only be paid for tasks that have been completed.
- (b) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (c) A time-rated worker will be paid at the end of each month and payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (d) Payment in cash or by cheque must take place –
  - (i) at the workplace or at a place agreed to by at least 75% of the workers; and
  - (ii) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (e) All payments must be enclosed in a sealed envelope which becomes the property of the worker.
- (f) An employer must give a worker the following information in writing –
  - (i) the period for which payment is made;
  - (ii) the number of tasks completed or hours worked;
  - (iii) the worker's earnings;

- (iv) any money deducted from the payment;
  - (v) the actual amount paid to the worker.
- (g) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- (h) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

**SL 04.15 DEDUCTIONS**

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- (d) An employer may not require or allow a worker to –
  - (i) repay any payment except an overpayment previously made by the employer by mistake;
  - (ii) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - (iii) pay the employer or any other person for having been employed.

**SL 04.16 HEALTH AND SAFETY**

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe and that all legal requirements regarding health and safety are strictly adhered to.
- (b) A worker must:
  - (i) work in a way that does not endanger his/her health and safety or that of any other person;
  - (ii) obey any health and safety instruction;
  - (iii) obey all health and safety rules;
  - (iv) use any personal protective equipment or clothing issued by the employer;
  - (v) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

**SL 04.17 COMPENSATION FOR INJURIES AND DISEASES**

- (a) It is the responsibility of employers to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

**SL 04.18 TERMINATION**

- (a) The employer may terminate the employment of a worker provided he has a valid reason and after following existing termination procedures.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

**SL 04.19 CERTIFICATE OF SERVICE**

- (a) On termination of employment, a worker is entitled to a certificate stating –
  - (i) the worker's full name;
  - (ii) the name and address of the employer;
  - (iii) the SPWP on which the worker worked;
  - (iv) the work performed by the worker;
  - (v) any training received by the worker as part of the EPWP;
  - (vi) the period for which the worker worked on the EPWP;
  - (vii) any other information agreed on by the employer and worker.

**SL 05 EMPLOYER'S RESPONSIBILITIES**

The employer shall adhere to the conditions of employment as stipulated in the *Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes*. Over and above the conditions stipulated above, he shall be responsible to:

- (a) formulate and design a contract between himself/ herself and each of the recruited EPWP beneficiary, ensuring that the contract does not contravene any of the Acts stipulated in South African Law, e.g. Basic Conditions of Employment Act, etc. (A copy of a pro-forma contract is attached at the end of this specification);
- (b) screen and select suitable candidates for employment from the priority list of EPWP beneficiary provided by the Umsobumvu Youth Fund (UYF);
- (c) ensure that the recruited EPWP beneficiary are made available to receive basic life skills training which will be conducted and paid for by the Umsobumvu Youth Fund;
- (d) ensure that all EPWP beneficiary receive instruction on safety on site prior to them commencing with work on site;
- (e) ensure that all EPWP beneficiary are covered under workmen's compensation for as long as they are contracted to the contractor. Payment to the Compensation Commissioner shall be the responsibility of the contractor;
- (f) assist in the identification and assessment of potential EPWP beneficiary to undergo advanced technical training in respective trades;
- (g) test and implement strict quality control and to ensure that the health and safety regulations are adhered to;
- (h) provide all EPWP beneficiary with the necessary protective clothing as required by law for the specific trades that they are involved in.
- (i) provide overall supervision and day-to-day management of EPWP beneficiary and/or sub-contractors; and
- (j) ensure that all EPWP beneficiary are paid their wages on time through a pre-agreed payment method as stipulated in the contract with the EPWP beneficiary.

**SL 06 PLACEMENT OF RECRUITED EPWP BENEFICIARY**

Employers will be contractually obliged to:

- (a) employ EPWP beneficiary from targeted social groups from the priority list provided by the Service Provider/ Umsobumvu Youth Fund.
- (b) facilitate on-the-job training and skills development programmes for the EPWP beneficiary;
- (c) achieve the following minimum employment targets:
  - (i) 55% people between the ages of 18 and 35
  - (ii) 55% women;
  - (iii) 2% people with disabilities.
- (d) brief EPWP beneficiary on the conditions of employment as specified in sub clause SL 04.09 above;
- (e) enter into a contract with each EPWP beneficiary, which contract will form part of the Employment Agreement;
- (f) allow EPWP beneficiary the opportunity to attend life skills training through DOL. This shall be arranged at the beginning of the contract;
- (g) ensure that payments to EPWP beneficiary are made as set out in sub clauses SL 04.14 and SL 04.15 above.
- (h) set up of personal profile files as prescribed by EPWP beneficiary and as set out in sub clause SL 04.13 above.
- (i) in addition to (h)
  - a copy of the I.D;
  - qualifications;
  - career progress;
  - EPWP Employment Agreement, and
  - list of small trade tools;must be included in the EPWP beneficiary's personal profile file.

**SL 07 TRAINING OF EPWP BENEFICIARY**

Three types of training are applicable, namely

- Life skills;
- On the job training and
- Technical Skills training.

Training will be implemented by training instructors accredited by DOL and/or CETA :

- EPWP beneficiary shall be employed on the projects for an average of 6 months.
  - EPWP beneficiary shall be deployed on projects in the vicinity of their homes. The same arrangements as for other workers regarding accommodation, subsistence and travel shall be applicable to EPWP beneficiary.
- (a) Life skills training  
All EPWP beneficiary are entitled to undergo life skills training. Training of this module will be flexible enough to meet the needs of the employer. Training should take place immediately after site hand-over and during the period of site establishment and pre-planning before actual construction starts, alternatively this will be spread over the duration of the contract period. The contractor will be required to work closely with the person to schedule the training sessions so that the timing of the training is aligned with the contractors work schedule and his demand for workers.
  - (b) On-the job training  
The Employer shall provide EPWP beneficiary with on-the-job training to enable them to fulfil their employment requirements. The employer shall also be expected to closely monitor the job performance of EPWP beneficiary and shall identify potential EPWP beneficiary for skills development programmes.

- (c) Technical skills training  
The Employer shall assist in identifying EPWP beneficiary for further training. These EPWP beneficiary will undergo further technical training to prepare them for opportunities as semi-skilled labourers.

Such training will comprise of an off-site theoretical component and practical training on-site. The contractor will be responsible for on-site practical work under his supervision. EPWP beneficiary who graduate from the first phase of the training programme will be identified and given opportunities to register for skills development programmes. These can ultimately result in a accredited qualification. The programme will consist of theoretical instruction away from the construction site as well as on-site practical work under the supervision of the employer. Candidates will be entitled to employment to complete all training modules.

## **SL 08 BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA**

### **SL 08.01 PREAMBLE**

The *Code of Good Practise for Employment and Conditions of Work for Expanded Public Works Programmes* encourages:

- optimal use of locally-based labour in a Expanded Public Works Programme (EPWP);
- a focus on targeted groups which consist of namely youth, consisting of women, female-headed households, disabled and households coping with HIV/AIDS; and
- the empowerment of individuals and communities engaged in a SPWP through the provision of training.

### **SL 08.02 BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA**

- (a) The EPWP beneficiary of the programmes should preferably be non-working individuals from the most vulnerable sections of disadvantaged communities who do not receive any social security pension income. The local community must, through all structures available, be informed of and consulted about the establishment of any EPWP
- (b) In order to spread the benefit as broadly as possible in the community, a maximum of one person per household should be employed, taking local circumstances into account.
- (c) Skilled artisans from other areas may be employed if they have skills that are required for a project and there are not enough persons in the local communities who have those skills or who could undergo appropriate skills training. However, this should not result in more than 20% of persons working on a programme not being from local communities.
- (d) Programmes should set participation targets for employment with respect to youth, single male- and female-headed households, women, people with disabilities, households coping with HIV/AIDS, people who have never worked, and those in long-term unemployment.
- (e) The proposed targets as set out in sub clause SL 06 (c)
- 55% youth from 18 to 35 years of age;
  - 55% women;
  - 2% disabled.

## **SL 09 CONTRACTUAL OBLIGATIONS IN RELATION TO YOUTH LABOUR**

The EPWP beneficiary to be employed in the programme (EPWP) shall be directly contracted to the employer. Over and above the construction and project management responsibilities, the employer will be expected to perform the tasks and responsibilities as set out in clause SL 05 above.

**SL 10 PROVINCIAL RATES OF PAY**

It is stipulated that youth workers on the EPWP receive a minimum of R 1 000 per month whilst working and R 600 per month whilst on training in ALL provinces. Should EPWP beneficiary be attending training whilst employed by the contractor, the contractor will still be responsible for payment to the EPWP beneficiary whilst at training.

**SL 11 MEASUREMENTS AND PAYMENT**

**The number of EPWP beneficiary specified for this contract that will receive life skills training is 50 and technical training is 50**

**SL 11.01 PAYMENT FOR TRAINING OF EPWP BENEFICIARY  
(TARGET:- 50 EPWP BENEFICIARY)**

**SL 11.01.01 Skills development and Technical training for EPWP beneficiary for an average of 10 days  
.....(Prov.Sum).....Unit: R/EPWP beneficiary**

**The above item is only applicable if DoL does not fund the Technical Training PRIOR to site handover.**

**SL 11.01.02 Penalty due to not meeting the target as in  
SL 11.01.01.....Unit: EPWP beneficiary  
LESS R 2000 per EPWP beneficiary**

**SL 11.02 PAYMENT FOR TRAVELLING AND ACCOMMODATION DURING OFF-SITE TRAINING**

**SL 11.02.01 Life skills training for 26 days:**

01 Travelling (based on 50 km/EPWP beneficiary) .....Unit: km

02 Accommodation.....(Prov.Sum).....Unit: R/EPWP beneficiary

03 Profit and attendance..... Unit: %

**SL 11.02.02 Skilled development and Technical training:**

01 Travelling (based on 50 km/EPWP beneficiary).....Unit: km

02 Accommodation.....(Prov.Sum).....Unit: R/EPWP beneficiary

03 Profit and attendance ..... Unit: %

The units of measurement for sub items SL 11.02.01 (01) and SL 11.02.02 (01) above shall be the distance travelled in km by the EPWP beneficiary trained off site. The tendered rate shall include full compensation to safely transport the youth workers to and from the training venue/s.

The unit of measurement for sub items SL 11.02.01 (02) and SL 11.02.02 (02) above shall be the amounts in Rand expended for accommodation and daily meal allowances for the EPWP beneficiary trained off site that must be arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices.

The tendered percentages under sub items SL 11.02.01 (03) and SL 11.02.02 (03) will be paid to the contractor on the value of each payment pertaining to the accommodation and advance meal allowances to cover his expenses in this regard.

**SL 11.03 ALTERNATIVE WORKERS FOR THE PERIOD OF OFF-SITE TRAINING**

**SL 11.03.01** Life skills training for 26 days ..... Unit: worker-days

**SL 11.03.02** Skilled development and Technical training for EPWP beneficiary for (.....) days..... Unit: worker-days

The unit of measurement shall be the number of EPWP beneficiary replaced while in training multiplied by the number of days absent from the site.

The rates tendered shall include full compensation for additional replacement labour during periods of off-site training.

**SL 11.04 EMPLOYMENT OF EPWP BENEFICIARY**

**SL 11.04.01** Employment of EPWP beneficiary.....(Prov.Sum)<sup>1</sup>/<sub>4</sub>.Unit: R/ worker-month

**SL 11.04.02** Employment of EPWP beneficiary.....(Prov.Sum)<sup>1</sup>/<sub>4</sub>.Unit: R/ worker-month

The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R ..... multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 6 months appointment for EPWP beneficiary.

**SL 11.05 PROVISION OF EPWP DESIGNED OVERALLS TO EPWP BENEFICIARY**

**SL 11.05.01** Supply EPWP designed overalls to EPWP beneficiary ..... (Prov.Sum).....Unit: R

EPWP beneficiary overalls should be orange (top and bottom) as per EPWP specification with the exception of Correctional Services contracts where the EPWP beneficiary top would be blue and the bottom orange.

**SL 11.05.02** Profit and attendance..... Unit: %

An amount has been provided in the Schedule of Quantities under sub item SL 10.05.01 for the supply of EPWP designed overalls, as per the specification provided by the EPWP unit, arranged by the Service Provider. The Engineer will have sole authority to spend the amounts or part thereof. The tendered percentage under sub items SL 10.05.02 will be paid to the contractor on the value of each payment pertaining to the supply of overalls to cover his expenses in this regard.

**SL 11.06 PROVISION OF SMALL TOOLS FOR EPWP BENEFICIARY**

**SL 11.06.01** Provide all EPWP beneficiary with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the EPWP Service Provider. These tools will become the property of the EPWP beneficiary after the completion of the programme.....(Prov.Sum)....Unit: R 500-00 /youth worker

**SL 11.06.02** Profit and attendance..... Unit: %

**SL 11.07 APPOINTMENT OF EPWP BENEFICIARY TEAM LEADER/S**

**SL 11.07.01** Appointment of (\_\_\_\_) EPWP beneficiary team leader/s for the duration of the contract.....(Prov.Sum)..... Unit: R / EPWP beneficiary team leader

The EPWP beneficiary Team Leader will act as CLO/PLO to facilitate the project work between the EPWP beneficiary and the contractor. Umsobumvu Youth Fund can assist with the sourcing of EPWP beneficiary Team Leader for employment by the contractor.

**SL 11.08** LIAISON WITH SERVICE PROVIDER .....Unit: hours

The tendered rate shall include full compensation for the cost of liaising with the Service Provider and Social Facilitators on all issues regarding the works.

<b>SCOPE OF WORKS IN RESPECT OF WORK RELATING TO THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)</b>			
<b>Project title:</b>	<b>KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT</b>		
<b>Project Code:</b>	<b>N/A</b>	<b>EPWP NO:</b>	<b>N/A</b>

**Introductory notes:**

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

**DESCRIPTION OF THE WORKS**

**Employer's objectives**

The employer's objectives are to deliver public infrastructure using labour-intensive methods in accordance with EPWP Guidelines.

**Labour-intensive works**

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

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

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C). at NQF outlined in Table 1. (See GUIDELINES FOR THE IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) -THIRD EDITION 2015)

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

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

<b>Personnel</b>	<b>NQF level</b>	<b>Unit standard titles</b>	<b>Skills programme description</b>
Team leader / supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and  any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	

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

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

- 1.1 Requirements for the sourcing and engagement of labour.
  - 1.1.1 Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
  - 1.1.2 The rate of pay set for the SPWP per task or per day will be an acceptable rate determined by the Department of Labour.
  - 1.1.3 Tasks established by the contractor must be such that:
    - a) the average worker completes 5 tasks per week in 40 hours or less; and
    - b) the weakest worker completes 5 tasks per week in 55 hours or less.
  - 1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
  - 1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the
    - a) where the head of the household has less than a primary school education;
    - b) that have less than one full time person earning an income;
    - c) where subsistence-agriculture is the source of income.
    - d) that who are not in receipt of any social security pension income
  - 1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of unskilled and semi-skilled workers is in the following proportions:
    - a) 55% women;
    - b) 55% youth who are between the ages of 18 and 35; and
    - c) 2% on persons with disabilities.
- 1.2 Specific provisions pertaining to SANS 1914-5
  - 1.2.1 Definitions  
Targeted labour: Unemployed persons who are employed as local labour on the project.
  - 1.2.2 Contract participation goals
    - 1.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
    - 1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

- 1.2.3 Terms and conditions for the engagement of targeted labour  
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- 1.2.4 Terms and conditions for the engagement of targeted labour  
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- 1.2.5 Variations to SANS 1914-5
- 1.2.5.1 The definition for net amount shall be amended as follows:  
Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
- 1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.
- 1.3 Training of targeted labour
- 1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- 1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.
- 1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
- 1.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of the above.
- 1.3.5 Proof of compliance with the above requirements must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

## GENERIC LABOUR-INTENSIVE SPECIFICATION

### 1 Scope

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

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

### 2 Precedence

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

### 3 Hand excavateable material

Hand excavateable material is material:

#### a) Granular materials:

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

#### b) Cohesive materials:

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

#### Note:

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

**Table 2: Consistency of materials when profiled**

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

**4 Trench excavation**

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

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

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

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

**6 Excavation**

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

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

**7 Clearing and grubbing**

Grass and small bushes shall be cleared by hand.

**8 Shaping**

All shaping shall be undertaken by hand.

**9 Loading**

All loading shall be done by hand, regardless of the method of haulage.

**10 Haul**

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

**11 Offloading**

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

**12 Spreading**

All material shall be spread by hand.

**13 Compaction**

Small areas may be compacted by hand provided that the specified compaction is achieved.

**14 Grassing**

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

**15 Stone pitching and rubble concrete masonry**

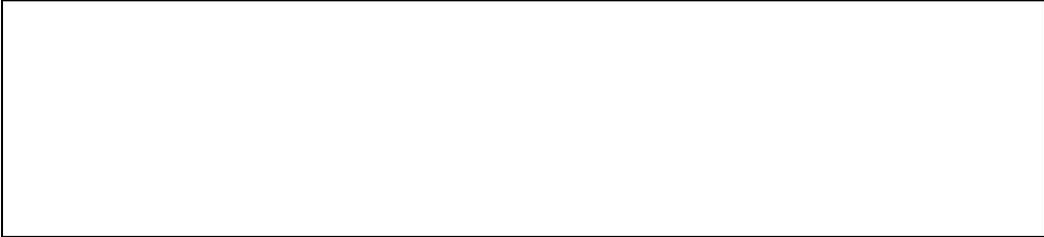
All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

**16 Manufactured Elements**

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.



*(Insert Your Company Logo)*

*(This shall serve as the cover page on employment contracts for local labour)*

**EMPLOYMENT AGREEMENT**

**BETWEEN**

***[CONTRACTOR NAME].....***

**AND**

***[WORKER NAME].....***

## 1. PARTIES

The Parties to this Agreement are -

1.1. Contractor: \_\_\_\_\_  
herein represented by: \_\_\_\_\_  
duly authorised thereto

And

1.2. Mr / Me: \_\_\_\_\_  
[worker's name]

## 2. DEFINITIONS AND INTERPRETATION

2.1. In this Agreement and any Annexure thereto, unless inconsistent with or otherwise indicated by the context-

Payment reduction of 10% of the value certified in the payment certificate (excluding VAT) to maximum of 10% of the C Maximum B **"Agreement"** means the contents of this Agreement.

**"Company"** means the company that employs the worker

**"Department"** means the Department of Public Works

**"Worker"** is a person that performs a specific or necessary task or who completes tasks in a certain way

**"EPWP"** The Expanded Public Works Programme is a government programme aimed at the alleviation of poverty and unemployment. The programme ensures the full engagement on Labour Intensive Methods of Construction (LIC) to contractors for skills development. The EPWP focuses at reducing unemployment by increasing economic growth by means of improving skills levels through education and training and improving the enabling environment for the industry to flourish.

## 3. PURPOSE

The purpose of this agreement is to:-

**Ensure that the agreement is binding to both the Worker and the Employer.**

#### 4. TERMS AND CONDITIONS

- The worker will have no entitlement to the benefits of a full time employee, namely;  

---

---
- The worker should not have the expectation that this contract will be renewed or extended.
- The worker will be subject to all laws, rules, policies, codes and procedures applicable to the;  

---
- The worker must meet the standards and requirements of the contractor
- The worker must render his/her services during normal working hours of minimum of forty to fifty five hours in any week; which comprise of an eight-hour working day in a five-day week.

#### 5. REMUNERATION

The worker will receive compensation to the amount of R\_\_\_\_\_00 which must be paid by the 25<sup>th</sup> or on the last day of each month.

#### 6. ROLES AND RESPONSIBILITIES

##### 6.1 Employer / Worker

- Work for \_\_\_\_\_ in terms of the period as specified in the employment agreement contract.
- Be available for and participate in all learning and work experience required by the company.
- Comply with workplace policies and procedures.
- Complete any attendance or any written assessment tools supplied by the contractor to record relevant workplace experience.
- Demonstrate willingness to grow and learn through work experience.

Provide the following documentation to the employer,

- Identity document not longer than 3 months
- ID size photos
- Sign employment contract

## 6.2 Employer

- Employ the worker for a period specified in the agreement.
- Provide the worker with appropriate work based experience in the work environment.
- Facilitate payments of wages / stipends.
- Keep accurate records of workers.
- Where a worker/ learner is disabled, the employer will have to provide in the additional needs e.g. special materials, learning aids and in some cases physical or professional support (such aids remain the property of the employer).
- Keep up to date records of learning and discuss progress with the intern on a regular basis.
- Apply fair disciplinary, grievance and dispute resolution procedures to the worker.
- Prepare an orientation/ induction course to introduce worker/ learner to the workplace and specific workplace requirements.
- Ensure the daily attendance register is signed by the worker.

## 7. DURATION.

This agreement commences on: \_\_\_\_\_

and

expires on: \_\_\_\_\_

## 8. BREACH.

If either party commits any breach of the terms of this contract (and fails to rectify it within 30 days of receipt of a written notice calling it to do so, then) the other party shall be entitled to terminate the contract or to claim specific performance without prejudice to any of its other legal rights, including its rights to claim

## 9. CONDITIONS OF EMPLOYMENT

### 9.1. Meal Breaks

9.1.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

9.1.2 An employer and worker may agree on longer meal breaks.

9.1.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

9.1.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

### 9.2. Special Conditions for Security Guards (Only applicable to security Guards)

9.2.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

9.2.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

### 9.3. Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

#### **9.4. Work on Sundays and Public Holidays**

9.4.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

9.4.2 Work on Sundays is paid at the ordinary rate of pay.

9.4.3 A task-rated worker who works on a public holiday must be paid;

- (a) the worker's daily task rate, if the worker works for less than four hours;
- (b) double the worker's daily task rate, if the worker works for more than four hours.

9.4.4 A time-rated worker who works on a public holiday must be paid

- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

#### **9.5 Sick leave**

9.5.1 Only workers who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.

9.5.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

9.5.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

9.5.4 Accumulated sick-leave may not be transferred from one contract to another contract.

9.5.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

9.5.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

9.5.7 An employer must pay a worker sick pay on the worker's usual payday.

9.5.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is

- (a) absent from work for more than two consecutive days; or
- (b) absent from work on more than two occasions in any eight-week period.

9.5.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for

9.5.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

#### **9.6. Maternity Leave**

9.6.1 A worker may take up to four consecutive months' unpaid maternity leave.

9.6.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

9.6.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

- 9.6.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 9.6.5 A worker may begin maternity leave as follows;
- (a) four weeks before the expected date of birth; or
  - (b) on an earlier date
    - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (ii) if agreed to between employer and worker; or
  - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

### **9.7. Family responsibility leave**

9.7.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances;

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of
  - (i) the employee's spouse or life partner;
  - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

### **9.8. Keeping Records**

9.8.1 Every employer must keep a written record on site for the duration of the project and three (3) year after completion records should consists of at least the following;

- (a) the worker's name and position;
- (b) copy of an acceptable worker identification
- (c) in the case of a task-rated worker the number of tasks completed by the worker;
- (d) in the case of a time-rated worker, the time worked by the worker;
- (e) payments made to each worker in a form of Proof of Payment, Payroll registers and the acknowledgement of payment receipt signed by the worker.

9.8.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

### **9.9. Payment**

9.9.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

9.9.2 A worker may not be paid less than the Ministerial Determination wage rate.

9.9.3 A task-rated worker will only be paid for tasks that have been completed.

9.9.4 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the

9.9.5 A time-rated worker will be paid at the end of each month.

9.9.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

9.9.7 Payment in cash or by cheque must take place

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) in a sealed envelope which becomes the property of the worker.

9.9.8 An employer must give a worker the following information in writing

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

9.9.9 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

9.9.10 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

**9.10. Inclement weather**

If no work has begun on site, and if an employee has reported for work, the employee will be paid for four hours. Should work be stopped after the first four hours, the employee will be paid for the hours worked. Where the employer has given employees notice on the previous working day that no work will be available due to inclement weather, then no payment will be made.

**9.11. Deductions**

9.11.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

9.11.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

9.11.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement of Law; court order or arbitration

9.11.4 It is the responsibility of the employers to arrange for all persons employed on a Project to be covered in terms of the Unemployment Insurance Fund Contributions Act, 2002 (Act No. 4 of 2002)

9.11.5 An employer may not require or allow a worker to

- (a) repay any payment except an overpayment previously made by the employer by

- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) pay the employer or any other person for having been employed.

#### **9.12. Health and Safety**

9.12.1 Employers must take all reasonable steps to ensure that the working environment is healthy and

9.12.2 A worker must;

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) use any personal protective equipment or clothing issued by the employer;
- (d) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

#### **9.13. Compensation for Injuries and Diseases**

9.13.1 It is the responsibility of the employers to arrange for all persons employed on a Project to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993 as amended by COIDA Act 61, 1997.

9.13.2 A worker must report any work-related injury or occupational disease to their employer or manager.

9.13.3 The employer must report the accident or disease to the Compensation Commissioner.

9.13.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

#### **9.14. Termination**

9.14.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

9.14.2 A worker will not receive severance pay on termination.

9.14.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

9.14.4 A worker **who is absent for more than three consecutive days** without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

9.14.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

Notice procedure is as follows;

- One week if employed for four weeks or less
- Two weeks if employed for more than four weeks but not more than a year
- Four weeks if employed for one (1) year or more

#### 9.15. Certificate of Service

9.15.1 On termination of employment, a worker is entitled to a certificate stating;

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the Project on which the worker worked; the work performed by the worker;
- (d) any training received by the worker;
- (e) the period for which the worker worked on the Project; and
- (f) any other information agreed on by the employer and worker.

#### 9.16. DOMICILE

The address to which notices and all legal documents may be delivered or served are as follows:

##### Employee Details

Name & Surname: \_\_\_\_\_

ID No: \_\_\_\_\_

Residential Address: \_\_\_\_\_

Contact No: \_\_\_\_\_

Date of Employment: \_\_\_\_\_

To be supervised by:	Main Contractor:	<input type="text"/>
	or Sub Contractor:	<input type="text"/>
Category of employment:	Skilled:	<input type="text"/>
	Semi-skilled:	<input type="text"/>
	Unskilled:	<input type="text"/>

For Skilled & Semi-skilled state the trade: \_\_\_\_\_

Period of employment: Fixed for until when your services are still required on site

I confirm that I have been inducted and fully understand the condition of my appointment.

Employee Signature: \_\_\_\_\_ Witness by SGB/CLO: \_\_\_\_\_

Signature by Witness: \_\_\_\_\_

##### Employer Details

Name & Surname: \_\_\_\_\_

Designation: \_\_\_\_\_

Contact No: \_\_\_\_\_ Signature: \_\_\_\_\_



**The Attendance Register for on-site Workers**

Reporting month: \_\_\_\_\_ Cell No: \_\_\_\_\_  
 Surname: \_\_\_\_\_ First Name: \_\_\_\_\_  
 Project Name: **KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22  
 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH  
 TECHNOLOGY EQUIPMENT**  
 Project Code: **N/A** Bid No **ZNB 5306/2025-H**

IDENTITY NUMBER: \_\_\_\_\_

Day	Date	Time In	Signature	Time Out	Signature	Report On Any Formal Training Provided In The Reporting Month
<b>WEEK 1</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>WEEK 2</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>WEEK 3</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>WEEK 4</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>WEEK 5</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>Total Days worked</b>						

<b>BUSINESS PLAN</b>	
Reference No	
Profile ID	
Project Name	
<b>Project Details</b>	
Project Name	
Project Reference Number	
Project description	
Project Start Date	
Project End Date	
Estimated Budget	
<b>Project Location</b>	
Province	
District/Metro Municipality	
Local Municipality/Metro Region	
Latitude (in decimal format)	
Longitude (in decimal format)	
<b>Public Body Details</b>	
Public body sphere	
Reporting public body that is the project owner (and will report on the project)	
Implementing public body type	
Public body that will implement the project	
IDP reference number allocated to the project	
<b>EPWP Details</b>	
EPWP Sector	
EPWP Program	
EPWP Sub programme	
<b>Budget Amount</b>	
April 2021/March 2022	
April 2023/March 2024	
Total Budget Amount	
Wages	
UIF	
COIDA	
Training	
Administration	
Equipment and materials	
Other	
Describe other	
<b>Outputs and Training</b>	
Output	
Description	
Target Quantity	
Number of persons to be trained	

<b>Contact person</b>	
Title	
Initials	
First Name	
Surname	
Email	
Tel (Office)	
Fax Number	
Cell Number	
Physical Address 1	
Physical Address 2	
Physical Address 3	
Payment reduction of 10% of the value certified in the payment certificate (excluding VAT) to maximum of 10% of the Contract Sum.	
Maximum Bank or Insurance Guaranteed Sum (Not exceeding 10% of the Contract Sum)	
Postal Address 2	
Postal Address 3	
Postal Address 4	







**Location**

<b>Locality Name</b>	
<b>Municipality</b>	
<b>Subplace</b>	
<b>Ward</b>	
<b>Government Facility</b>	
<b>Latitude</b>	
<b>Longitude</b>	
<b>Physical Address/Location</b>	



**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22  
BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH  
TECHNOLOGY EQUIPMENT**

---

---

**#REF!**

**GEOTECHNICAL REPORT**

Annexure 6

## Occupational Health and Safety Specification

(OHSE SPEC)



**health**

Department:  
Health  
PROVINCE OF KWAZULU-NATAL

Project Name:

**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD WITH NECESSARY BULK ENGINEERING WORKS AND HEALTH TECHNOLOGY EQUIPMENT**

Project Code:

Agent Name:

Region:

District:

Ward no.:


**KWAMAGWAZA HOSPITAL: 22 BED PARKHOME**

<b>SCORING SCHEDULE</b>							
<b>Profession/Position</b>	<b>CV Submitted</b>	<b>Experience equal or exceeding 3 Years</b>	<b>Trade test certificate</b>	<b>Refregiration certificate</b>	<b>FET Certificate</b>	<b>Safety Certificate</b>	<b>Yes/No</b>
Project Manager			N/A	N/A	N/A	N/A	
Site Agent			N/A	N/A	N/A	N/A	
General foreman			N/A	N/A	N/A	N/A	
Safety Officer			N/A	N/A	N/A		
Electrical trade tested Artisan				N/A	N/A	N/A	
Refregiration technician			N/A		N/A	N/A	
Trade tested plumber				N/A	N/A	N/A	
Carpenter			N/A	N/A		N/A	

**Note: The above is to be used by DBEC for evaluating Functionality criteria 1 ( Site resources). To qualify for full points (30+5), The service provider needs to score all yes.**

**KWAMAGWAZA HOSPITAL: URGENT ERECTION OF THE PREFABRICATED BUILDING TO HOUSE 22 BED PAEDIATRIC WARD AT KWAMAGWAZA HOSPITAL WITH NECESSARY ENGINEERING BULK SERVICES AND HEALTH TECHNOLOGY EQUIPMENT.**

**PROVISIONAL BILLS OF QUANTITIES**

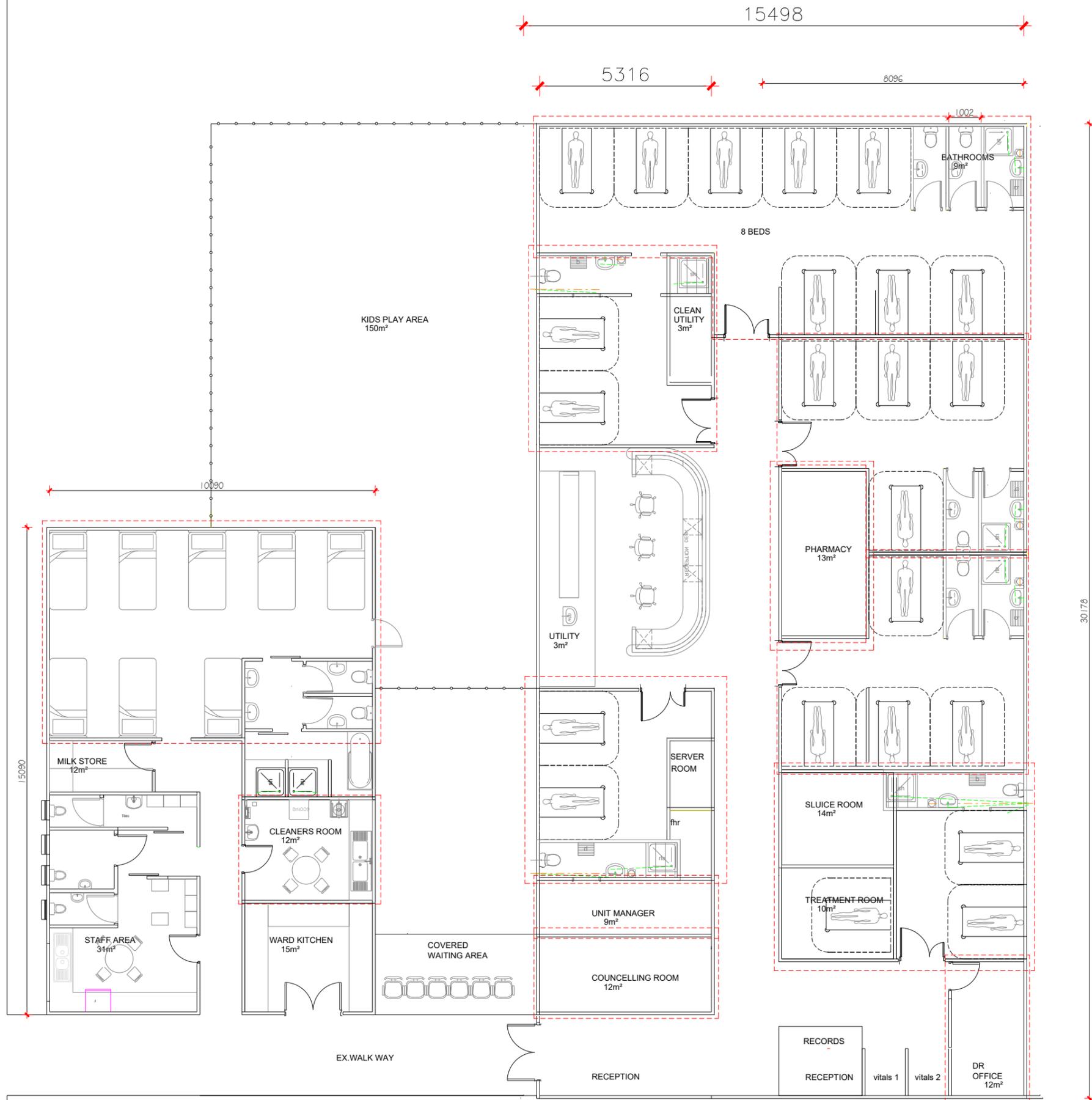
Item No.	Description	UOM	Quantity	Rate	Amount
	<p>R158 attached to this tender documents.</p> <ul style="list-style-type: none"> <li>• Kwa Zulu Natal Department of Health Policy Document for Electrical Infrastructure Rev7 2013.</li> <li>• eMthonjaneni Municipality By-Laws</li> <li>• SANS 10142-1 and SANS 10142-2</li> <li>• Electrical Installation Regulations of Occupational Health and Safety Act of 1993</li> <li>• Electrical Machinery Regulations of Occupational Health and Safety Act of 1993</li> <li>• Environmental Regulations of Occupational Health and Safety Act of 1993</li> <li>• General Safety Regulations of Occupational Health and Safety Act of 1993</li> <li>• Construction Regulations of Occupational Health and Safety Act of 1993</li> </ul> <p>v. Other requirements:</p> <p>i. Municipal by-laws, including but not limited to Fire Regulations and By-Laws</p> <p>Mechanical Works</p> <p>* Policies</p> <p>KwaZulu Natal Department of Health, Policy on Design of Mechanical Installations, Date January 2013 Rev 7</p> <p>* Norms and Standards: Minimum applicable Norms and Standards</p> <p>KwaZulu Natal Provincial Administration Health Services Air-Conditioning Policy and Norms, August 2003.</p> <p>SANS 10400: The application of National building Regulations.</p>				
	<p>The Contractor will be requested to submit drawings for approval by the Department of Health before any work is done, this will include all Architect drawings, Civil and structural design drawings, electrical and mechanical engineering design and drawings with technical specifications. All to be included in his prices for Design of Park home.</p>				
	<p>The Contractor to assess all existing bulk services, including plumbing (water supply and sewer connections), electrical connections (report on the existing load and new load after 2 new Parkhomes are installed and confirm if present loading is adequate), mechanical services and report on their status together with submitting designs for approval</p>				

	<b>all opening sections. The Contractor to allow in his price for each Park home for all necessary reconnection of services.</b>				
	<b>ALTERATION</b>				
	<b>Demolition of existing building</b>				
	Demolish existing prefabricated building size 31m x 16m, including demolishing prefabricated structure complete with all services, disconnecting all services temporarily, etc. The surface bed remains and prepared (preparation to include removal of existing floor covering, removal of existing screed, new screed) to receive new Park home structures (elsewhere measured).	No.1	1		
	<b>EARTHWORKS, ETC</b>				
	<b>Contractor is to allow for the complete design of the foundations and surface slabs by a Registered structural Engineer.</b>				
	<b>Site clearance</b>				
	<b>2</b> Clear site of all debris, etc	m2	600		-
	<b>3</b> Removal of topsoil 150mm thick and cartaway from site.	m2	600		-
	<b>4</b> Take out and remove trees in the area where Parkhome is going to be built.	Item	1		
	<b>BULK EXCAVATION</b>				
	<b>Bulk excavation not exceeding 2m deep.</b>				
	<b>5</b> Reducing levels.	m2	300		-
	<b>Filling with material supplied by (G5) Contractor compacted to 98% MODAASHTO density.</b>				
	<b>6</b> Filling under surface slab.	m3	400		-
	<b>Compaction under surface slab</b>				
	<b>7</b> Compact bottom of surface slab, etc	m2	300		-
	<b>8</b> Allow for all necessary compaction test.	Item	1		-
	<b>SOIL POISONING</b>				
	<b>9</b> Soil poisoning under surface slab.	m2	300		-
	<b>WATERPROOFING, ETC</b>				
	<b>10</b> 250 Micron under surface slab.	m2	300		-
	<b>CONCRETE, FORMWORK AND REINFORCEMENT</b>				
	<b>REINFORCED CONCRETE</b>				
	<b>30 Mpa concrete in</b>				-
	<b>11</b> Raft slabs, including thickening and necessary earthworks.	m3	137		-
	Concrete V-Drain size 1000 x 100mm thick, including all necessary earthworks, soil poisoning, 250 micron damp proof membrane, softboard against brickwork/concrete, formwork, 193 mesh reinforcement, concrete cast in panels not exceeding 2m lengths and finishing top of concrete, etc.	m	50		

	<b>Concrete sundries</b>				
13	Finish top of concrete	m2	300		-
14	Contractor to supply concrete test results as necessary.	Item	1		-
	<b>FORMWORK, ETC</b>				
	<b>Smooth formwork</b>				
15	Sides of Raft slabs	m2	40		-
	<b>REINFORCEMENT, ETC</b>				
	<b>Mild steel reinforcing in structural concrete</b>				
16	Bars in different diameters.	tonns	14		-
	<b>High tensile reinforcing in structural concrete</b>				
17	Bars in different diameters.	tonns	14		-
	<b>Mesh reinforcement</b>				
18	Ref 193 Mesh reinforcement in surface beds.	m2	300		
	<b>PLAY AREA</b>				
19	Allow to take out and set aside for re-use existing paly area equipment from existing area, including removal of the existing playing equipment and handing over to the client for safe keeping.	Item	1		-
	Take from the client, play area equipment, previosly set aside for re-use and install same to new play area to be pointed out by the Project Leader.	Item	1		
20	Allow for prime cost amount of R370/m2(Three Hundred and Seventy Rand per square meter) for supply only for Artificial turf 25mm thick fixed to concrete surface slab, all in accordance to manufacturer's specification, the Contractor to price for material, labour, mark-up, etc.	m2	250		-
21	Alow an amount of R 50 000.00 for fixed paly area equipment.	Item	1	50 000,00	50 000,00
22	Allow for profit and attendance on above.	Item	%		

<b>PARKHOME</b>					
<b>23</b>	<p>Manufacture, deliver to site 22 bed Paediatric ward Park home size 30 178mm x 15 498mm. See attached floor plan layout. The Contractor will be required to give to the Department of Health a completely compliant building according to the minimum requirements of R158 attached to the tender document. The price must be inclusive of manufacturing, delivering to site, all necessary rigging, installation, commissioning of Park home(s), all necessary steps, ramsp, etc., including for all necessary plumbing (and not limited to, water pipes for both cold and water, geysers, sanitaryware, sluice room plumbing equipment, sinks, wash hand basins with traps and taps, etc. All according to DOH specifications), reconnection of electrical works for both normal and emergency supply and lightning and protection complete to comply to DOH Specification, necessary splits units where necessary and as per DOH specifications. Access control as required as per DOH, Medical Gas, Oxygen and extraction as required and according to DOH specifications, joinery fittings as per the layout drawings attached to this tender document. Full designs for the joinery fittings will be required before installation, hospital curtains where required, including curtain rails, curtain, vinyl sheeting and vinyl skirting in clinical areas, fully bodied porcelain tiles in wet areas, painting on walls, fire compliance equipment as per DOH specifications, way-finding signage in accordance with DOH specifications.</p>	Item	1		-
<b>24</b>	<p>Manufacture, deliver to site 8 bed Mother Lodgers Park home size 15 090mm x 10 090mm wide. See attached floor plan layout. The Contractor will be required to give to the Department of Health a completely compliant building according to the minimum requirements of R158 attached to the tender document. The price must be inclusive of manufacturing, delivering to site, all necessary rigging, installation, commissioning of Park home(s), all necessary steps, ramps, etc., including for all necessary plumbing (and not limited to, water pipes for both cold and water, geysers, sanitaryware, sluice room plumbing equipment, sinks, wash hand basins with traps and taps, etc. All according to DOH specifications), reconnection of electrical works for both emergency and normal supply, new electrical works and lightning protection installation complete to comply to DOH Specification, necessary splits units where necessary and as per DOH specifications. Access control as required as per DOH, Medical Gas, Oxygen and extraction as required and according to DOH specifications, joinery fittings as per the layout drawings attached to this tender document. Full designs for the joinery fittings will be required before installation, hospital curtains where required, including curtain rails, cement screeds, vinyl sheeting and vinyl skirting in clinical areas, fully bodied porcelain tiles in wet areas, painting on walls, fire compliance equipment as per DOH specifications, way-finding signage in accordance with DOH specifications.</p>	Item	1		
<b>25</b>	<p>Allow a Provisional Amount of R30 000.00 (Thirty Thousand Rand Only) for the supply and installation of the new cabbles from main supply to both Parkhomes.</p>	Item	1	30 000,00	30 000,00
<b>26</b>	<p>Allow for profit and attendance on the above item.</p>	Item	%	%	

<b>FENCING</b>				
27	Security fence 2.4m high mesh panel of not more than 3.5m wide, panel aperture size 78.2mm horizontal and 12.7mm vertical (centre to centre), fixed and including high tensile steel post with 4mm with wire strands both horizontal and vertical, panel to be reinforced with 4 x 50mm deep "V" formation horizontal recessed bands to enhance rigidity, including anti-scale clamp against the post where there is a "V" formation on mesh panel with mesh panel having 1 x 90° flange along the top and 1 x 30° flange along the bottom edge and secure along the entire length of the posts with locking mechanism and using anti-vandals bolts that cannot be tampered with or manoeuvred with ordinary tools, including 100mm high toughened steel spikes or spear spikes to be fixed on top of the mesh panel along the entire length of the fence above the gates and to be secured tightly with anti-vandals bolt from the inside of the fence. <b>(As per manufacturers specification)</b>	m	30	-
<b>CONCRETE, FORMWORK AND REINFORCEMENT (PROVISIONAL)</b>				
<b>REINFORCED CONCRETE (PROVISIONAL)</b>				
<b>30 Mpa concrete</b>				
28	Allow 30 Mpa reinforced concrete beam of 400mm x 400mm below fence line, including all necessary excavations, backfilling, concrete, formwork, etc.	m3	4	-
<b>PROVISIONAL AMOUNTS</b>				
29	Allow for a sum of R 200 000.00 (Two Hundred Thousand Rand Only) for Artwork on the internal and external walls as necessary and according to the Project Leader's instructions.	Item	1	200 000,00 200 000,00
30	Allow for profit and attendance on the above item.	%	%	
Sub-total				
31	Allow for P & C's	Item	%	-
Sub-Total				
Add: Vat				
		15%		-
Total estimate inclusive of Vat				



FOR INFORMATION	FOR APPROVAL	FOR TENDER	FOR CONSTRUCTION	FOR AS BUILT

PROJECT NAME  
**kwaMagwaza Hospital:  
 Temporal Paediatric Ward, KZN**

PROJECT ADDRESS & ERF NUMBER  
**kwaMagwaza Hospital**

TENDER SUBMISSION DRAWINGS  
**Floor Layout Plans.**

Client

**KWAZULU-NATAL PROVINCE**  
 HEALTH  
 REPUBLIC OF SOUTH AFRICA

REVISION TABLE

CODE	DATE	DESCRIPTION	NAME
A	02 - 10 - 2025		MN
			MN

PROFESSIONALS

	NAME	REG. NO	SIGNATURE
Architect	<b>M.W. Ntshona</b>		
Engineer			
Client			

ARCHITECT:  
**KZN Health Department :  
 Infrastructure Development  
 Hub , PMB**  
 3Townhill Office Park, Block, Pietermaritzburg, 3200

SCALE: as shown	DRAWN BY: M.Ntshona	DATE: 10-08-2021	CHECKED BY: M.Ntshona (Pr.Arch.)
PROJECT CODE: MOR01	DRAWING CODE: MOR01	REVISION #: D	



all dimensions  
to be verified on site  
use figured  
dimensions only  
do not scale

---

# R158

---

THE REGULATION pertaining to control of Private Hospitals, should consist of three parts:-

**1. LICENCING CONTROL:-**

- Describing how private hospitals will be controlled, once the policy has been finalised.
- Details should be given as to application procedures, responsibilities of developers and hospital managers, inspection, re-inspection, refusal of licenses, revoking of licenses, etc.
- We believe that this part of the document should be compiled by the Department of Health.

**2. MINIMUM REQUIREMENTS: PHYSICAL FACILITIES:-**

- This document has been compiled by a technical committee (see list).
- This document must be revised on an on-going basis, at least annually.

**3. MINIMUM OPERATIONAL STANDARDS: -**

- This document should not be an operational manual, but should only prescribe in an area where patient safety may be directly affected.
- Ideally, a committee consisting of nursing managers and hospital managers in the private sector, with the Department of National Health and Population Development Inspectorate should compile this document with regular annual review.

---

Included, please find a copy of a manual compiled by the following committee members:-

Ms J L Bothma	-Department of Health
Ms P Coleshill-	-Hospital Association of South Africa
MR D Cowan	-Council for Scientific and Industrial Research
Mr B Kenyon	-Dayclinic Association
Dr L Moolman	-Hospital Association of South Africa
Dr O Owendale	-Hospital Association of South Africa
Dr I Thornton	-Hospital Association of South Africa
Dr A van der Merwe	-Hospital Association of South Africa
Mr K Veldsman	-Hospital Association of South Africa
J G Kleynhans	-Gauteng Provincial Administration
Ms P Otto	-Medscheme
Dr D Charles	-KwaZulu-Natal Department of Health
Ms J C Rautenbach	-Gauteng Inspectress
Ms H Venter	-Gauteng Provincial Administration
Pat Naidoo	-Eastern Cape Department of Health
Dr M van Niekerk	-Free State Provincial Health Services
Ms J Doherty	-Centre for Health Policy
H Adendorff	-Department of Health Northern Cape
Ms A Lees	-North-Western Community Health
Ms E Janse van Rensburg	-Western Cape Provincial Administration
H A van der Merwe	-PAWK
Ms E Cloete	-Transmed
Mr A Redelinghuys	-RAMS
NJ Mtsweni	-Department of Health Mpumalanga
J C Daniels	-Department of Health Mpumalanga
J Dlamini	-Department of Health & Welfare Northern Province
V Buthelezi	-Department of Health & Welfare Northern Province
Mr R Kraus	-National Hospital Strategy Project
Mr C Kuhn	-Afrox Healthcare
H A van der Merwe	-PAWK Department of Health
Mr J Kritzinger	-Department of Health & Welfare Eastern Cape
Ms H Venter	-Gauteng Provincial Administration
J G Kleynhans	-Gauteng Provincial Administration
Mr F Faul	-Health and Welfare Northern Province
Mr J Dlamini	-Department of Health & Welfare Northern province
Ms A Lees	-Northwestern Community Health
Ms E de Bruyn	-Department of Health KwaZulu-Natal

Provinces Steering Committee:-

Rehabilitation Working Committee:-

---

Prof S Louw	-Department of Geriatrics and Rehabilitation, UCT
Prof M Concha	-Department of Occupational Therapy, WITS
Prof M Goodman	-Department of Physiotherapy, WITS
Prof C Penn	-Department of Speech Therapy WITS
Mrs P Blake	-Control Physiotherapists, WITS
Mrs S. Gowar	-Control Occupational Therapists, WITS
Dr M Ahern	-Director Rehabilitation and Chronic Care: Gauteng
Dr H Loubser	-Rehabilitation Consultant
Mr G Anderson	-Clinic Holdings
Dr M G Boyd	-Libertas Hospital
Ms M Roos	-Gauteng Department of Health

In addition, comments were received from the following:-

Neville Cohen

**Chronic Care Working Committee:-**

**Psychiatry Working Committee:-**

Mr Fanie Fourie (convener)	-Vista Clinic
Ms G McDonough	-Gauteng Provincial Administration
Dr A H S Kajee	-KwaZulu Natal
P P Mtotywa	-Eastern Cape Department of Health
Prof C Gagiano	-Free State Provincial Department of Health
Ms H Adendorf	-Northern Cape Department of Health
Mrs J V Roos	-Northwest Cape Community of Health
Ms E Janse van Rensburg	-Western Cape Provincial Administration
Ms P Makwanazie	- Mpumalanga Department of Health
Dr J Chabalala	-Northern Province Department of Health
Ms R Marais	-Vista Clinic
Ms H Stols	-Vista Clinic
Ms S Watters	-Vista Clinic
The Manager	-Denmar Clinic
J de Jager	-Hospital Park Hospital
Dr S de Miranda	-Riverfield Lodge
Dr E Oberholzer	-Psychiatrist – private practice
Mr Hampson	-Libertas Hospital

This manual is our recommendation with regard to minimum building requirements for private hospitals. It was compiled with cost-effectiveness and patient safety as the ultimate goal, and flexibility of function as a secondary goal.

---

## **REGULATION GOVERNING PATIENT CARE FACILITIES**

1. INTRODUCTION
  2. DEFINITIONS
  3. GENERAL BUILDING REQUIREMENTS
  4. ENGINEERING SERVICES REQUIREMENTS
    - 4.1 Mechanical (artificial) ventilation
    - 4.2 Air Conditioning
    - 4.3 Electrical installations
    - 4.4 Gases
    - 4.5 Vacuum,
    - 4.6 Medical Air
    - 4.7 Scavenging
    - 4.8 Nurse Call Systems
  5. GENERAL NURSING UNIT
  6. SPECIALISED WARDS:  
(These criteria may be used for single speciality hospitals such as an ambulatory clinic, a rehabilitation hospital, etc. – also see Section 14)
    - 6.1 Short Stay Ward
    - 6.2 Paediatric
    - 6.3 Obstetrics
    - 6.4 Neonatal ICU
    - 6.5 ICU
    - 6.6 High Care
    - 6.7 Acute Psychiatric Ward
    - 6.8 Chronic Care Ward
    - 6.9 Rehabilitation Ward
  7. OPERATING SUITE
  8. STERILISATION AND DISINFECTION UNIT
  9. LAUNDRY
-

- 10. KITCHEN
- 11. PHARMACY
- 12. PROCEDURE ROOM
- 13. EMERGENCY OR CASUALTY UNIT
- 14. SPECIALISED FACILITIES
  - 14.1 Ambulatory Surgery Centres
  - 14.2 Acute Psychiatry Facility
  - 14.3 Chronic Care Units
  - 14.4 Rehabilitation Units

## REGULATION GOVERNING ALL PATIENT CARE FACILITIES

### 1. INTRODUCTION

The intention of this “Regulation” is neither to be a design manual nor a manual on good building practice. The regulation is set out in the simplest and most concise way possible. The minimum requirements specified are in terms of technical detail and life supporting systems to ensure that patient care facilities will be designed and built to ensure patient safety. Only the minimum standards applicable for patient safety, will be specified to allow patient care centres to be both affordable and accessible. The developer may choose to apply a higher standard depending on the patient profile and the type of service on offer.

The Minister of Health will appoint a standing committee which will meet at least once a year to revise this Regulation. At least 50 % of the members serving on this committee must represent the private sector and must be nominated by properly constituted organisation(s) representative of the private healthcare facilities.

For the purpose of this regulation, only patient related areas are considered. For all other areas, refer to the existing NATIONAL BUILDING REGULATIONS SABS 0400 (as amended).

For employee’s facilities, refer to Regulation 2362 under the Machinery and Occupational Safety Act (Act No 6/1983) as amended (Act No 85/1993).

Where referrals are made to any existing regulation, this refers to the latest amended issue of such a regulation.

These regulations replace the previous regulations as per Section 44 of the Health Act, 1977 (Act 63 of 1977).

**These regulations will apply to all new facilities and extensions to existing facilities.**

## 2. DEFINITIONS

Unless otherwise indicated, any word or phrase listed below under definition, shall wherever and whenever used in this regulation, mean the following:

- 2.1 ADMINISTRATIVE CONTROL AREAS is a room or areas for administrative control, enquiries, admission of patients and storage of records. This must be separate from the nursing unit. Access must not be through the patient care areas.
- 2.2 CASUALTY UNIT is a unit sometimes only open after hours where urgent service is rendered to members of the public. It will normally not have in-house facilities for management of all major trauma and may not have facilities for management of major medical surgical illness. It must, however, have facilities for stabilisation of such cases prior to transfer.
- 2.3 CLEANERS' ROOM is a room for the storage of cleaning equipment, the drawing of clean water, the disposal of dirty water, and the washing and drying of cleaning equipment. This room may be combined with the dirty utility room.
- 2.4 CLEAN UTILITY ROOM is a room for the storage of clean linen, sterilised packs, dressings and pharmaceutical supplies. May be used as a set-up area for ward procedures.
- 2.5 CLINICAL BASIN is a wash hand basin which can be operated without hand contact. The outlet spout shall be located away from the wall.
- 2.6 COMPREHENSIVE INPATIENT REHABILITATION UNIT (CIRU) is a facility that makes provision for therapeutic programmes that enable the post-acute, but medically stable patient, with remaining disabilities due to surgery, illness or trauma, to regain and maintain their optimal physical, sensory, intellectual and social functional levels, thus providing them with maximum levels of independence.
- 2.7 DEMARCATED AREA is an area where access is both restricted and controlled to allow for maximum privacy and patient safety.
- 2.8 DIRTY UTILITY ROOM/SLUICE ROOM is a room used for the emptying, cleaning and storage of bedpans, urine bottles and equipment.
-

- 2.9 AN EMERGENCY/TRAUMA UNIT is a department where 24 hour emergency service is rendered to members of the public. Arrangements for multi-disciplinary admission facilities including intensive care must be made. 24 Hour X-ray facilities must be available on the premises. A laboratory service or acceptable alternative must be available. A blood transfusion service must be available.
- 2.10 EMERGENCY TROLLEY/CRASH CART is a mobile cart used for the storage of all appropriate resuscitation equipment and pharmaceuticals.
- 2.11 IMPERVIOUS means impenetrable to liquid substances.
- 2.12 MAIN KITCHEN is a room or rooms equipped for the receipt of, storage and preparation of food and beverages.
- 2.13 MEDICAL WASTE DISPOSAL is the safe and hygienic disposal of medical waste.
- 2.14 MORTUARY is a room for the temporary storage of bodies.
- 2.15 NURSE STATION is the control point for all activities in the patient care areas.
- 2.16 NURSING UNIT OR WARD is a unit with the facilities to accommodate patients as specified in this regulation.
- 2.17 OPERATING ROOM is a room within the operating suite in which surgical or other invasive procedures are carried out.
- 2.18 OPERATING SUITE refers to rooms within the demarcated area where surgical interventions are performed or support is provided to these surgical activities.
- 2.19 PATIENT CARE FACILITY is any hospital or any other institution, building or place at which provision is made for the treatment and nursing care of persons, including the following:
- Chronic Care
  - Emergency Unit
  - Psychiatry
  - Obstetrics
  - Surgical and Medical Treatment

- 2.20 PATIENT ROOM refers to a room where the patient shall be accommodated.
- 2.21 PROCEDURE ROOM is a room in which certain restricted procedures can be performed without making use of general anaesthetics. This room may be situated outside the operating suite.
- 2.22 RECOVERY ROOM OR AREA means the section of the operating suite specially set aside for the immediate post operative recovery, resuscitation, nursing and special care of patients, until such time as such patients are considered to have recovered sufficiently to be safely removed from the operating suite.
- 2.23 SOILED LINEN AND WASTE ROOM is a room used for the collection and temporary storage of soiled linen and waste. This room may be combined with the dirty utility room.
- 2.24 SPINAL REHABILITATION UNIT is a multi-disciplinary unit that ensures that patients suffering from spinal disorders are rehabilitated to their individual optimum levels and are reintegrated into their respective communities.
- 2.25 STERILISATION AND DISINFECTION UNIT (SDU) – This facility is for the receiving, decontamination, preparation, packing, sterilising, storing and issuing of sterile and disinfected instruments and other reusable materials.
- 2.26 A TRAUMA UNIT is a unit specifically staffed and equipped to manage major trauma. It will always however, be within an emergency unit or will operate in conjunction with a medical/surgical emergency unit, and these together will then form an emergency unit. If an emergency unit does not have an area specifically dedicated to the management of trauma, then the same level of trauma treatment must be available in the general area of the emergency unit.
- 2.27 TREATMENT ROOM is the room used for treatment of patients in the wards.
- 2.28 WARD KITCHEN is a room or area which forms an integral part of a nursing unit or units, for the preparation of food and beverages. If food is prepared in this room, it must comply with the main kitchen requirements.
- 2.29 WASH HAND BASIN shall consist of a wash basin with hand drying facilities adjacent to it.

2.30 ABBREVIATIONS

ADL	-	Activity of Daily Living
APF	-	Acute Psychiatric Facility
ASHRAE	-	American Society of Heat, Refrigeration and Air-conditioning Engineers
CIRU	-	Comprehensive In-patient Rehabilitation Unit
CSIR	-	Council for Scientific and Industrial Research
HCW	-	High Care Ward
ICU	-	Intensive Care Unit
NBR	-	National Building Regulations SABS 0400
NICU	-	Neonatal Intensive Care Unit
SABS	-	South African Bureau of Standards
SDU	-	Sterilisation and Disinfection Unit
SSO	-	Switched socket outlets
UPS	-	Uninterrupted power supply

3. **GENERAL BUILDING REQUIREMENTS**

Save where otherwise required in these regulations the requirements must comply with the general building regulations of the NBR.

A patient care facility shall comply with the following requirements:

3.1 DOORS

Doors giving access to rooms in which patients are or are to be accommodated or treated, shall be at least 1,2 m wide.

Doors from patient ablution and toilet facilities, whether internally locked or not, must be easily and completely removable, both from inside and outside.

3.2 FLOORS

The floors of all rooms and corridors shall be of concrete finished to a smooth washable surface or covered with washable material.

No carpets or wooden skirtings will be allowed in the operating theatre suite, sterilising department, dirty utility room, kitchen, ablution rooms, procedure room, laundry, cleaners room, clean utility room, soiled linen room, delivery room, or treatment room and mortuary.

The floors of all operating and delivery rooms shall be of impervious material and so laid as, to provide a continuous and smooth impervious surface including the joint between the wall and floor.

3.3 CEILINGS

Must comply with the requirements of the NBR.

The operating room ceilings must be dust proof.

3.4 WALLS

All of the surface of inside walls must be covered with a smooth finish and must be painted with a durable washable paint or covered with a similar washable impervious material.

---

The wall behind the wash hand basin, clinical basin, sink and slop hopper shall have a washable impervious covering up to a height of at least 450 mm above, and a distance of at least 150 mm on each side of such fitting.

3.5 DIMENSIONS

3.5.1 **Plan Dimensions**

The plan dimensions of any room or space means the horizontal dimensions between unplastered wall surfaces.

Where plans are submitted, they must comply with NBR scale requirements.

3.5.2 **Room Heights**

The minimum height of any room or space shall be in accordance with the NBR. Any additional height specified in these regulations shall be the vertical dimension from the top of the finished floor to the underside of the ceiling.

3.6 DISPOSAL OF MEDICAL WASTE AND ANATOMICAL WASTE

An incinerator, macerator or other safe disposal system or arrangements shall be provided for the disposal of medical waste and must comply with relevant SABS standards and all statutory regulations.

Incinerators should also comply with the guidelines in terms of the Atmospheric and Pollution Prevention Act (Act 45 of 1965) as set by the Director Air Pollution Control.

3.7 FIRE PROTECTION

Fire hydrants, fire hoses, fire extinguishers, fire escapes and emergency exits shall be provided in accordance with Part T of NBR and the local authority regulations.

3.7 CORRIDORS

All corridors where patients are being transported shall have a minimum unobstructed width measured between walls:

---

---

Operating theatre units	2 300 mm
Delivery Unit	2 300 mm
All Other	2 000 mm

Any fixtures such as bump-rails, cupboards, etc. shall be regarded as wall or part of the wall.

### 3.9 SIGNAGE

The signage system must comply with the primary function of guiding the visitor/patient to the areas/departments/wards/rooms which are their normal destinations and to indicate the exits clearly.

All restricted access rooms or areas must be clearly indicated by appropriate signs.

### 3.10 LIFTS

Multi-storey buildings must have lift(s) of dimensions to safely transport patients in beds.

Where orthopaedic surgery is done, at least one lift should be of sufficient dimensions to accommodate patient beds with traction apparatus attached.

### 3.11 ACCESS

Provision must be made for easy access of disabled persons in accordance with NBR requirements.

#### 4. ENGINEERING SERVICES REQUIREMENTS

These requirements must comply with the regulations mentioned under each heading unless otherwise specified. All services must be certified by an appropriately qualified engineer.

##### 4.1 VENTILATION AND LIGHTING

All rooms shall be ventilated and lit in accordance with NBR, unless otherwise specified.

##### 4.1.1 Mechanical (Artificial) Ventilation

The following minimum requirements apply to all areas where patients are housed or treated, other than those specifically quoted in paragraph, and where mechanical (artificial) ventilation is required. The system shall deliver not less than 10 air changes per hour and shall comply with the Deemed to Satisfy Rules 007 Artificial Ventilation of Part O of the NBR.

##### 4.1.2 Air Conditioning

##### 4.1.2.1 Major Operating Rooms (30 m<sup>2</sup> or more in area)

All major operating rooms shall be air conditioned with the following minimum standards:

##### - AIR QUANTITY, FILTER SIZE AND EFFICIENCY

The air conditioning system should deliver between 400 and 500 litres/sec. of conditioned air to each operating room. The final filters should filter the air down to 5 microns at 99 % efficiency. This implies a final filter with a 55 % - 65 % dust spot efficiency when tested by the SABS to ASHRAE Standards 52 – 76. Care must be taken in the design of the system and the installation of filters to ensure an air-tight seal between the filter housing and the filter bed. Pre-filters must be provided – these may be the washable type. A maximum of 80 % of the air may be re-circulated.

- TEMPERATURE

Temperatures in the operating room should be controlled to between 22 and 25 °C with a maximum deviation of 1,5 °C. The unit shall be designed for a summer day where the maximum temperature shall not be exceeded on more than 14 days during a normal year. The provision of an adjustable set point is required only in operating rooms where major burn cases and operations in excess of 45 minutes on infants under 2 years are undertaken on a regular basis.

- HUMIDITY

A relative humidity in the range of 40 % to 70 % must be maintained.

4.1.2.2 Minor Operating Rooms (less than 30 m<sup>2</sup> in area)

All the above rooms shall be air conditioned with the following standards:

- AIR QUANTITY, FILTER SIZE AND EFFICIENCY

The air conditioning system should be designed to deliver 10 air changes per hour. The filter should filter the air down to 5 microns at 20 % efficiency. The filter shall have a minimum area of 0.35m<sup>2</sup>. The filter may be of the washable type. Fresh air must be introduced from the outside at the rate of 30 litres/sec. and filtered as above. The suction temperature of the unit shall not go below 3 °C.

- TEMPERATURE

Temperatures in the rooms should not exceed 26 °C for more than 14 days during a normal year.

4.1.2.3 Delivery Rooms and other Special Care Units/Rooms

Air conditioning is not a minimum requirement, but if provided, must comply with the minimum requirements for minor operating rooms as per paragraph 4.1.2.2. The ambient temperature in nurseries and delivery rooms shall not go below 18 °C.

#### 4.1.2.4 Non Special Areas

Must be in accordance with the Occupational Health and Safety Act of 1993.

#### 4.1.2.5 The Storage of Pharmaceutical Products

Pharmaceutical products must be stored in accordance with Pharmacy Act 1974 (Act 53 of 1974) as well as the Medicines and Related Substances Control Act 1965 (Act 101 of 1965) or any regulation in terms of the Act. The temperature within the pharmacy must be monitored and recorded on a regular basis. All drugs must be stored in accordance with the manufacturer's recommendations.

If ambient temperatures exceed limitations, air conditioning or refrigeration must be supplied in accordance with the requirements.

#### 4.1.2.6 Daylight

Where a requirement for natural light (daylight) is stated, this may be met by windows opening onto an atrium or courtyard, or a roof light, providing privacy within the room or space is maintained. In addition, daylight may be borrowed from an adjacent room or corridor by means of glazing the wall in between providing the adjacent room or corridor is within the same unit and privacy is maintained.

#### 4.1.3 **Electrical Installations**

The complete installation must conform to:

- The Consumer Code for the Wiring of Premises, South African Bureau of Standards, Specification 0142.
- Occupational Health and Safety Act of 1993.
- Any special requirements of the electricity supply authorities of the particular area or district.
- The Local Authority Fire Regulations
- Telkom Regulations
- NBR

#### 4.1.3.1 General

Light fittings must provide the following minimum service illuminance (lux) at the stated position of measurement (horizontal plane).

ICU	400 lux at whole bed area for observation 10 000 lux for local examination luminaire
High Care and all patient treatment areas	300 lux at whole bed area for observation 10 000 lux for local examination luminaire
Recovery	300 lux at whole trolley area
Maternity/delivery room	400 lux at working plane 10 000 lux for local examination luminaire
Procedure room luminaire	Minimum of 50 000 lux at operation table level
Emergency unit/resuscitation	400 lux at working plane 1 000 lux for local examination luminaire
Operating room/luminaire	Minimum of 75 000 lux at operation table level

#### 4.1.3.2 Switched Socket Outlets

Power supply to switched socket outlets (SSO's) in ICU's, operating rooms and recovery must be on an earth monitoring system. Double pole miniature circuit breakers must be used for critical supply points in these areas.

#### 4.1.3.3 Standby Generators

The hospital shall have an emergency generator or uninterrupted power supply which operates automatically and which is of sufficient capacity to supply all critical areas of the hospital with electricity in the event of a breakdown in the mains electricity supply.

CRITICAL SUPPLY POINTS INCLUDE THE FOLLOWING

- Surgical operating room luminaire
- Strategic lights in ward corridors, ICU, HCW, Neo-natal ICU, recovery room, operating suite and delivery rooms, duty stations, fire escapes and emergency units
- Delivery room luminaire
- All switched socket outlets used for patient life support anywhere in the hospital.
- Patient lifts (minimum of one lift)
- Medical air compressors (unless a standby compressed air manifold is provided), vacuum pumps (unless mobile units on emergency power circuits are provided) and gas alarm systems.

#### UNINTERRUPTED POWER SUPPLY

- The whole installation must conform to SABS 1474 of 1988. Uninterruptible Power Systems (UPS)

#### 4.1.4 Gases

##### 4.1.4.1 General

With the exception of ICU and NICU, medical gases may be provided by bottled or piped systems. Vacuum may be piped or mobile, with the exception of ICU and NICU.

##### 4.1.4.2 Minimum Supplies to:

Operating Rooms:

Oxygen, Nitrous Oxide, Vacuum and Scavenging, and Medical Air.

ICU and NICU:

Medical Air, Oxygen and Vacuum.

All other patient areas:

Oxygen and Vacuum.

##### 4.1.4.3 Safety

All piped gas installations must conform to:

- SABS 051 Part III. The handling and storage of medical gases and the installation of medical gas, compressed air and vacuum pipeline systems.
- SABS 1409. The outlet sockets and probes for gas and vacuum services.
- SABS 0224. Non-flammable medical gas pipeline system.
- A gas alarm system to monitor gases, excluding scavenging, must be installed in the theatre complex. A slave panel must also be installed in the ICU or any other position where it is easily visible. This alarm system must be connected to the emergency power supply.
- All vacuum and oxygen systems shall have back-up.

#### 4.1.5 **Vacuum**

The vacuum installation shall comply with SABS 051 Part iii. Vacuum liquid bottle traps must be installed to collect any blood/fluids, etc. that may be drawn into the pipeline. One bottle trap per theatre, ICU, ward block and other patient unit, must be supplied. Emergency suction facilities must be provided in the ICU and High Care, operating rooms, recovery room, delivery rooms, emergency unit and nursery, and must be available to all patient rooms.

#### 4.1.6 **Medical Air**

Medical air (low pressure) for respiratory purposes, must be provided at a fixed pipeline pressure of 400 kPa. Medical air (high pressure) for driving surgical power tools, must be provided at a terminal usage pressure between 700 kPa and 1 000 kPa, depending on the tools/equipment to be used. ICU and operating rooms must be provided with back-up system.

#### 4.1.7 **Scavenging**

Anaesthetic gas scavenging, a low pressure suction system, that removes exhaled anaesthetic gases from the patient circuit, must be provided. Each outlet point must have its own balancing valve to allow the system to be balanced progressively from the furthest outlet point towards the fan motor.

#### 4.1.8 **Nurse Call Systems**

Every bed shall have a call system that will enable the patient to call a nurse to the bedside. An emergency call system shall be provided in ablution facilities.

An emergency call system shall be provided from the ICU/High Care (if supplied) to the operating suite and from nursing unit nurse stations to the operating suite and ICU (if supplied), in order that assistance can be provided in the most appropriate way.

## 5. GENERAL NURSING UNIT

Patients are accommodated in a ward or nursing unit. A ward could consist of one or more nursing units.

### 5.1 A NURSING UNIT CONTAINING A MAXIMUM OF 36 BEDS SHALL PROVIDE THE FOLLOWING

- 5.1.1 Beds in patient rooms must be provided with daylight.
- 5.1.2 A nurses station so placed that physical access to any patient requiring care is not impeded or delayed, and must contain
  - Nurse call system
  - Counter and work surface
  - Telephone
  - Wash hand basin
- 5.1.3 Ablution and toilet facilities for patients;
- 5.1.4 A clean utility room with a minimum floor area of 5 m<sup>2</sup>, work surfaces and a clinical basin;
- 5.1.5 A treatment room is optional and if provided should have a minimum floor area of 10 m<sup>2</sup>, and must contain work surfaces and a clinical basin;
- 5.1.6 Separate storage space for linen, pharmaceuticals, ward equipment, patients' belongings and such sundry items as may be necessary for the management of the nursing unit. Such storage may be shared between adjacent nursing units;
- 5.1.7 A dirty utility room/area with a minimum floor area of 5 m<sup>2</sup> or 7 m<sup>2</sup> if used in combination with either a cleaner's room or a soiled linen and waste room, and 9 m<sup>2</sup> if used in combination with both. A wash hand basin, a sluice sink and wall mounted bed pan and urinal racks are minimum requirements. A bed pan washer/disposal unit and a domestic sink may be substituted for the sluice sink;
- 5.1.8 A cleaners room containing shelves, low level sink or slop hopper with

incorporated into the dirty utility room, and if so – then the floor area of the dirty utility room must be increased to 7 m<sup>2</sup> or to 9 m<sup>2</sup> if soiled linen and waste room is also incorporated;

- 5.1.9 A soiled linen and waste room. This room may be incorporated into the dirty utility room, and if so, then the floor area of the dirty utility room must be increased by 2 m<sup>2</sup> to 7 m<sup>2</sup> or by 4 m<sup>2</sup> to 9 m<sup>2</sup> if cleaner's room is also incorporated.
- 5.1.10 A ward kitchen with a minimum floor area of 4 m<sup>2</sup> which must be increased by 1,5 m<sup>2</sup> for every 10 beds above 20 beds. It must contain a minimum of a single bowl sink, work surface, and a hand wash basin and may be shared by adjacent nursing units;
- 5.1.11 A staff toilet which may be shared by adjacent nursing units. There must be a minimum of one such toilet for every 36 beds and each must contain a wash hand basin.

## **5.2 PATIENT ACCOMMODATION**

### **5.2.1 Patient Accommodation**

5.2.1.1 In determining minimum measurements the following standards apply:

- Any fixture shall be regarded as a wall or part of a wall of a room in which patients are accommodated.
- All measurements in this section will be enforced at the first and subsequent inspections, irrespective of bed/cot width or length. Room sizes must therefore be planned to accommodate whatever beds/cots may be used initially or possibly used in subsequent years.
- The attending side of the beds is defined as the patient's right hand side when lying supine.
- The minimum floor area of any patient room must be 10 m<sup>2</sup>. Single rooms shall have a minimum wall length of 2,6 m.

- 5.2.1.2 In all patient rooms provision must be made for minimum space of:-
- 600 mm between the non-attending side of any bed and the nearest wall on that side;
  - 900 mm between the attending side of any bed and the nearest wall on that side;
  - 900 mm between the sides of any adjacent beds;
  - 1 200 mm between the foot of any bed and the opposite wall or of 1 500 mm between the foot of any bed and the opposite bed.
- 5.2.1.3 Proper screening facilities must be provided between beds
- 5.2.1.4 Except in the case of a mother and child, children and adults shall preferably be accommodated in separate rooms.
- 5.2.1.5 Each patient room shall communicate directly with a corridor or passageway.
- 5.2.1.6 Each patient room shall be provided with a clinical basin.
- 5.2.1.7 Oxygen and vacuum, either piped or mobile must be available to each patient room in the hospital. If not piped to each patient room, then at least one mobile oxygen supply and one mobile vacuum pump per 20 patients must be provided.
- 5.2.1.8 At least ONE electrical switched socket outlet per bed.
- 5.2.1.9 A disabled ablution facility serving both male and female patients containing a free standing bath or wheelchair shower, and wheel chair toilet (refer NBR) shall be provided on every floor where nursing units are situated.
- 5.2.1.10 Where several patient rooms share ablution/toilet facilities or where a patient room with its own facilities contains more than eight beds, the following shall be provided:

- separate facilities for male and female patients;
- at least one bath or shower per 12 patients or part of such number. If ablution facilities and toilets are not located in the same area then one wash hand basin per 12 patients or part of such number must be provided in the ablution area.
- At least one toilet per 8 patients or part of such number.
- At least one wash hand basin for every two toilets, unless toilets are located singly in which case one wash hand basin for each toilet is required.

## 6. SPECIALISED WARDS

### 6.1 SHORT STAY WARDS

#### 6.1.1 Accommodation and Facilities

The same accommodation facilities and patient accommodation as specified for a general nursing unit are required (see sections 5.2 and 5.2) with the following exclusions:

- 6.1.1.1 One bath or shower is required.
- 6.1.1.2 No disabled ablution facility is required
- 6.1.1.3 Separate rooms for male, female, infants and children, are not required provided that proper screening facilities are available.

### 6.2 PAEDIATRIC UNIT

Paediatric units shall provide, in addition to the requirements in Section 5.1 and 5.2

- 6.2.1 bathing facilities for babies: refer to Section 6.3.12.4 and 6.3.12.5 in Maternity section.
- 6.2.2 a dedicated milk kitchen is required if the institution has more than 20 paediatric beds/cots. This may be shared with a nursery. If the unit contains less than 20 beds/cots, then infant feeds may be prepared in a special area within the ward kitchen. A double basin wash-up facility and wash hand basin must be supplied.
- 6.2.3 a treatment room and clean utility room, which may be shared;
- 6.2.4 facilities for isolation in a ratio of one per 15 cots/beds. Such facility must be fitted with a clinical basin and ventilation so designed to prevent airborne cross infection;
- 6.2.5 direct vision of all beds/cots from the nurses' station or from the adjacent corridor, via glass walls or viewing panels;

6.2.6 special safety features applicable to children in respect of socket outlets and switches, heaters and door locks, and hot water supply.

6.2.7 this area must be provided with daylight.

### 6.3 OBSTETRICS

6.3.1 A maternity unit is an area where babies are delivered and post natal care is given to both mother and baby. It must provide the following:

- (a) preparation room(s)
- (b) delivery room(s)
- a post natal ward with or without rooming in facilities
- access to a theatre

6.3.2 In addition, it could include any combination of the following:

- ante natal beds
- rooms for first stage of labour
- a dedicated caesarian section theatre with recovery area
- a nursery
- a neonatal intensive care unit

6.3.3 If ante natal beds are provided, a preparation room is optional and first stage rooms are not required. Where there are no ante natal beds, a preparation room must be provided.

6.3.4 Post natal units, where mothers can stay for at least a few hours, must be supplied.

6.3.5 A dedicated caesarian section theatre, a nursery and a neonatal intensive care unit are not minimum requirements.

6.3.6 Follow general requirements as for every other nursing unit. See sec 5.

### 6.3.7 **A Delivery Room**

- 6.3.7.1 If only one delivery room is provided, a first stage room must be provided. If more than one delivery room is provided, a first stage room is optional on condition that a preparation room is provided.
- 6.3.7.2 Each delivery room shall have a floor area of not less than 14 m<sup>2</sup> and a minimum wall length at bedhead of 3,45 m.
- 6.3.7.3 Each delivery room shall contain a clinical basin.
- 6.3.7.4 Oxygen, suction for both mother and baby and infant warming must be provided in each delivery room.
- 6.3.7.5 If suction and oxygen are piped, two points of each must be provided, suitably positioned for use by mother and baby.
- 6.3.7.6 Two each (total four) electrical switched socket outlets must be provided, suitably positioned for mother and baby (see section 4.1.3).
- 6.3.7.7 Lighting (see section 4.1).

### 6.3.8 **Rooms for First Stage of Labour**

- 6.3.8.1 The surface floor area of the room must be 10 m<sup>2</sup> for one bed and 15 m<sup>2</sup> for two beds.
- 6.3.8.2 If no first stage rooms are provided, at least two delivery rooms must be supplied with specifications as in paragraph 6.3.7.
- 6.3.8.3 Each first stage room must be provided with a wash hand basin.

### 6.3.9 **Preparation Rooms**

If provided, must have the following:

- 6.3.9.1 A minimum floor surface area of 6 m<sup>2</sup>.
- 6.3.9.2 Access to a patient toilet, wash hand basin and bath or shower which is suitable for patient use with staff assistance.
- 6.3.9.3 Access to a dirty utility room, and
- 6.3.9.4 A clinical wash hand basin.

**6.3.10 Services Areas** (Refer 5.1)

- 6.3.10.1 A nurses station
- 6.3.10.2 Clean work area or a clean utility room
- 6.3.10.3 Storage facilities for pharmaceutical supplies, sterile packs, instruments, linen and general equipment (Refer to 4.1.25 and 5.1).
- 6.3.10.4 A dirty utility room in close proximity to this unit.
- 6.3.10.5 The dirty utility room shall comply with general specifications and also make additional provision for the examining and holding or disposal of placentas.
- 6.3.10.6 A cleaners' room shall be provided. This facility may not be combined with (see 5.1) and but may be shared between units.

**6.3.11 Nursing Unit (Post Natal Ward)**

The nursing unit must comply with the regulation for general wards.

- 6.3.11.1 In addition:  
If rooming in is provided, an additional space of 1 m<sup>2</sup> per bed must be allowed for accommodation of infants with their mothers.

A dedicated milk kitchen which may be shared with a paediatric unit or a clean preparation area within the

ward kitchen must be provided for the preparation of baby feeds. (Refer to 6.2.2).

6.3.12 **Nursery**

- 6.3.12.1 A single entrance in order to control access.
- 6.3.12.2 A floor area of at least 1,5 m<sup>2</sup> per baby, with a minimum of 6 m<sup>2</sup> thereafter.
- 6.3.12.3 Additional space of 1,5 m<sup>2</sup> for at least one incubator per 15 mother beds, or part thereof.
- 6.3.12.4 At least one baby bath for every 10 babies must be provided. Thereafter one baby bath for each additional 15 babies. Mobile bassinets with bathing facilities may be used, in which case a tap for filling of bassinets, and a low basin for draining of bassinets must be provided.
- 6.3.12.5 A work surface for washing, drying and changing of babies.
- 6.3.12.6 Piped or mobile suction and oxygen.
- 6.3.12.7 An emergency call system.
- 6.3.12.8 A viewing panel for the display of babies.
- 6.3.12.9 Temperature control in this area is essential.
- 6.3.12.10 A clean utility area with a wash hand basin, and work and storage space for linen, supplies and equipment must be provided. This could be shared with 6.3.12.11. (Refer to Section 5.1).
- 6.3.12.11 Dirty utility room and cleaners' room may be shared.
- 6.3.12.12 A room for isolation of infants is optional. If provided, the following must be adhered to:
  - a clinical basin must be provided;
  - a separate bathing facility as above (see 6.3.12.4 and 6.3.12.5);

- cupboard space;
- a work surface;
- oxygen and suction;
- an extraction ventilation system, or the room be so designed to avoid air borne cross infections;
- direct visibility from the nursing station.

#### 6.4 NEONATAL INTENSIVE CARE UNIT (NICU)

##### **6.4.1 Ward Space**

- 6.4.1.1 A wall length of 2,0 m shall be provided at the head of each ICU crib.
- 6.4.1.2 The clear space between the wall at the head of the ICU crib to the foot including circulation space at the foot shall not be less than 2,5 metres.
- 6.4.1.3 At least one clinical basin for every six cribs, or part thereof shall be provided within the open ward.
- 6.4.1.4 Each crib shall be provided with the minimum piped services:
- 2 x Oxygen
  - 1 x Low pressure medical air
  - 2 x Vacuum
  - 6 x 15 Amp switched socket outlets
- 6.4.1.5 The services shall be provided on a wall, on a floor pedestal, on a ceiling suspended panel, or from an articulation arm from the wall or ceiling. In all cases the service panel shall be at a height to provide unobstructed access to the patient.
- 6.4.1.6 Daylight shall be provided (see section 4.1.2.6).
- 6.4.1.7 A nurses station shall be provided within the ward space providing an unobstructed view of all beds/ICU cribs.
- 6.4.1.8 Mechanical ventilation or air conditioning shall be

provided, providing the air pressure within the ward area shall be positive in relation to other areas within the NICU (See 4.1.2)

6.4.1.9 Lighting: Refer to section 4.1.

#### 6.4.2 **Isolation Cubicle**

At least one isolation cubicle shall be provided. (Refer 6.3.12.12)

6.4.2.1 Only one crib space shall be provided in each isolation cubicle;

6.4.2.2 The isolation cubicle shall be in an enclosed space with glazed partitions and have a floor area of not less than 6 m<sup>2</sup>.

6.4.2.3 The wall/partition at the head of the bed shall not be less than 2 metres.

6.4.2.4 Extract ventilation shall be provided within the cubicle, and the air pressure within the cubicle shall be negative in relation to other bed areas within the ward;

6.4.2.5 Ventilation to be in accordance with 4.1.2.2

6.4.2.6 A clinical basin shall be provided within the isolation cubicle.

#### 6.4.3 **Service Accommodation**

The following service accommodation must also be provided:

6.4.3.1 Dirty utility room: Must have a minimum size of 5 m<sup>2</sup>.

The following must be provided:

- Sluice sink and slop hopper or combination sluice unit;
- Wash hand basin

- 6.4.3.2 If this room is also used for the collection and temporary storage of soiled linen and waste the minimum floor area will be 7 m<sup>2</sup> or 9 m<sup>2</sup> if also used for a cleaners' room. Dirty linen containers must be provided.
- 6.4.3.3 Cleaners' room which may be combined with the dirty utility room, then the area will be 7 m<sup>2</sup> or 9 m<sup>2</sup> if also used for soiled linen. The following must be provided:
- Shelves for cleaners' materials
  - Low sink with suitable tap height for bucket filling
  - Hooks for mops
- 6.4.3.4 Clean supplies room or cupboard or mobile clean supply systems (May be shared)
- 6.4.3.5 Staff toilet. (May be shared)
- 6.4.3.6 Equipment storage space
- 6.4.3.7 A staff rest room within the unit must be provided and may be shared.
- 6.4.3.8 An area that can be screened off for breast feeding facilities.

## 6.5 INTENSIVE CARE UNIT (ICU)

This section applies to all intensive care units, other than neonatal intensive care units.

### 6.5.1 Ward Space

- 6.5.1.1 A wall length of 3,2 m shall be provided at the head of each bed.
- 6.5.1.2 The clear space between the wall at the head of the bed to the foot of the bed including circulation space at the foot of the bed shall not be less than 4,0 m.

- 6.5.1.3 At least one clinical basin for every 4 beds or part thereof shall be provided in the open ward space.
- 6.5.1.4 All beds in the ward shall be provided with the following piped/fixed services at the head of the bed(s):
- Three oxygen outlets for every 2 beds
  - Three low pressure medical air outlets for every 2 beds
  - Three vacuum outlets for every 2 beds
  - Eight 15 amp electric switched socket outlets for each bed. No multi-plug adapters to be used.
  - Ten 15 amp electrical switched socket outlets for each bed for cardiothoracic, thoracic and neuro surgical ICU's
  - Refer to sections 4 for engineering service requirements.
- 6.5.1.5 The services shall be provided on the wall, on a pedestal, or on a ceiling suspended panel/or from an articulated arm from the wall or ceiling. In all cases the service panel shall be at a height to provide unobstructed access to the patient.
- 6.5.1.6 Screening facilities to ensure patient privacy must be provided between beds.
- 6.5.1.7 Daylight is essential for both patient and staff orientation and should be provided within the ward space. (See section 4.1.2.6)
- 6.5.1.8 A nurses station shall be provided within the ward space providing an unobstructed view of all the beds, or a central monitoring system must be provided with an unobstructed view of all consoles.
- 6.5.1.9 Air conditioning shall be provided within the ward area, the air pressure within the ward area shall be positive in relation to other areas within the ICU. The minimum standards for the air-conditioning units shall be in accordance with paragraph 4.1.2.2.

### **6.5.3 Isolation Cubicle**

One bed in the ICU shall be provided in an isolation cubicle. Only one bed space shall be provided in each cubicle.

6.5.3.1 The isolation cubicle shall be an enclosed space with glazing providing visibility from the nurses station and having a floor area not less than 13 m<sup>2</sup>.

6.5.3.2 The wall/partition at the head of the bed shall not be less than 3,2 m.

6.5.3.3 Mechanical ventilation shall be provided. The air pressure within the cubicle shall be negative in relation to the other bed areas within the ward.

6.5.3.4 A clinical basin shall be provided within the isolation cubicle.

### **6.5.4 Service Accommodation**

The following service accommodation must also be provided. (See section 5.1 for details)

6.5.4.1 Dirty utility room

6.5.4.2 Clean supplies room or cupboard or mobile clean supply system

6.5.4.3 Equipment storage space

6.5.4.4 Staff toilets

6.5.4.5 Staff rest rooms

6.5.4.6 Kitchen and kitchenette facilities within the rest room

6.5.4.7 Waiting area for visitors

## **6.6. HIGH CARE UNIT (HC)**

### **6.6.1 Patient Accommodation**

As for general Wards, refer to sections 5.1 and 5.2

In addition:

6.6.1.1 The HC beds shall have a wall length of 2,7 m at the head of each bed and a floor area of not less than 10 m<sup>2</sup> for the first bed and 7 m<sup>2</sup> for each additional bed.

6.6.1.2 Each bed shall be provided with the following piped/fixed services at the head of each bed:

- Oxygen (O<sup>2</sup>)
- Vacuum
- Four 15 amp electric switched socket outlets
- An approved nurse call system with an emergency call facility

6.6.1.3 Screening facilities to ensure patient privacy must be provided between beds.

6.6.1.4 A clinical basin shall be provided for every 6 beds or part thereof.

#### **6.6.2 Service Facilities**

6.6.2.1 As for General Wards, refer to section 5.1

6.6.2.2 In addition: The nurses station must be so positioned as to provide an unobstructed view of all beds, or a central monitoring system must be provided with an unobstructed view of all consoles.

### **6.7 ACUTE PSYCHIATRIC WARD**

**See Section 14.**

**6.8 CHRONIC CARE WARD**

See Section 14.

**6.9 REHABILITATION WARD**

See Section 14

## **7. OPERATING SUITE**

### **7.1 GENERAL REQUIREMENTS**

7.1.1 An operating suite is a restricted access environment where surgical and invasive interventions are performed.

7.1.2 It shall consist of one or more operating rooms associated with the following facilities as detailed in the succeeding sections:

- Recovery area
- Duty station
- Scrub area
- Setting-up area
- Changing facilities
- Cleaning and disposal area
- Storage facilities
- Rest rooms
- A suitable waiting area – patient privacy must be considered when designing this area.

7.1.3 An operating suite shall be a restricted access area and be so planned and equipped that control can be exercised over all persons and materials which enter the suite.

7.1.4 The operating suite is not permitted to be used for any other purpose than to perform surgical or other related procedures.

### **7.2 OPERATING ROOM**

#### **7.2.1 Dimensions**

The minimum dimensions of the different categories of theatres should comply with the following:

<b><u>Theatre Type Area</u></b>	<b><u>Minimum Length</u></b>	<b><u>Minimum Light</u></b>	<b><u>Operating Height</u></b>
Minor	20 m <sup>2</sup>	3,4 m	2,9 m
Major	30 m <sup>2</sup>	5,0 m	2,9 m
Cardiac	45 m <sup>2</sup>	5,8 m	2,9 m
Cath Lab	42 m <sup>2</sup>	5,8 m	2,9 m

### 7.2.2 **Medical Gases**

The following will be provided in every operating room:

7.2.2.1 Points for the supply of oxygen, nitrous oxide, medical air, vacuum scavenging and electrical power will be provided as follows:

OR Type Points	O <sup>2</sup> Points	N <sup>2</sup> O Points	Vacuum Points	Medical Air Points	Electrical Points	Scavenging
Minor	2	1	2	0	6	1
Major	2	1	2	1	8	1
Cardiac	4	2	4	2	18	1
Cath Lab	1	1	1	0	8	1

One additional oxygen and one additional vacuum point shall be provided in an operating room where Caesarian sections are performed. A minor theatre would also be adequate for Caesarian sections provided the additional points are supplied.

### 7.3 **RECOVERY AREA WITHIN THE OPERATING SUITE**

7.3.1 The recovery area shall be within the restricted access area.

7.3.2 A recovery area shall have a minimum unobstructed floor area of 12 m<sup>2</sup> and a wall length of not less than 3 000 mm for the first operating room (OR). Thereafter minimally 16 m<sup>2</sup> for two operating rooms and 24 m<sup>2</sup> for three operating rooms, on the basis of one bed per OR for the first three OR's and thereafter one bed per each two additional OR's.

7.3.3 The recovery room or area shall be fitted with the following:

7.3.3.1 A clinical basin.

7.3.3.2 One oxygen and one suction point for each bed to be accommodated.

7.3.3.3 Three electrical switched socket outlets for every recovery bed or trolley.

7.3.3.4 Facilities for screening off a minimum of one patient.

7.3.3.5 Emergency call system.

7.3.3.6 Lighting.

7.3.3.7 Deep bowl sink.

#### 7.4 DUTY STATION(S) WITHIN OPERATING SUITE

7.4.1 A duty room or duty station within the restricted access areas which is so situated, constructed and equipped that it is possible for the nursing staff to observe patients directly and where necessary render assistance. This area need not be a room, but may form an integral part of the main patient corridor, recovery area or bed-receiving area.

7.4.2 The duty station shall have a floor area of not less than 6 m<sup>2</sup> and a minimum wall length of 2,0 m.

#### 7.5 SCRUBBING-UP AREA

7.5.1 A scrubbing-up area outside but adjacent to the operating room shall be provided. This area shall have direct access to the operating room.

7.5.2 A scrubbing-up area or room shall have a width of not less than 2 100 mm and shall be so equipped as to permit unhindered and simultaneous scrubbing-up, by at least two persons under hot and cold running water from elbow-operating taps or alternative method over splash-limiting basins or a drainage trough, and gowning prior to entering the operating room or within the operating room.

7.5.2 In the case of minor theatre, provisions need only be made for scrubbing-up by one person, and the scrub-up area may be within the theatre.

## 7.6 CLEANING AND DISPOSAL AREA WITHIN THE OPERATING SUITE

7.6.1 A cleaning and disposal area to serve the operating suite only shall be provided. Where a special disposal corridor is provided from which the cleaning of the operating suite or operating room(s) can be effected, such a cleaning/disposal area shall not be situated within the restricted access area, but shall be so situated as to have an access door from such a corridor only.

7.6.2 A cleaning and disposal area shall have an unobstructed floor area of not less than 5 m<sup>2</sup> and a minimum wall length of 2,0 m for the first operating room. An additional 2 m<sup>2</sup> for each additional operating room must be provided.

7.6.3 This area shall be fitted with the following:

7.6.3.1 A deep bowl sink and/or slop-hopper must be provided.

7.6.3.2 Adequate shelving and cupboards for storing cleaning materials and equipment.

7.6.3.3 A rust proof wash sink with hot and cold water.

7.6.3.4 A wash hand basin with hot and cold water.

7.6.3.5 A cleaners' room or area for the storage of cleaning equipment and materials must be provided.

## 7.7 CHANGE AND REST ROOMS

- 7.7.1 Suitable change room facilities must be provided separately for male and female staff.
- 7.7.2 The change room must have one door which opens into the restricted access area, and must have a separate entrance from outside the restricted access area.
- 7.7.3 An operating suite change room shall have a floor area of not less than 9 m<sup>2</sup> for the first two ORs and thereafter 2 m<sup>2</sup> per OR and a minimum of 2 000 mm and shall be provided with:
  - 7.7.3.1 A wash hand basin.
  - 7.7.3.2 Partitioned off toilets in the ratio 1 toilet : 12 persons.
  - 7.7.3.3 Storage facilities for the separate storage of personal clothing and effects, and clean theatre clothing. Provisions must also be made for soiled theatre apparel.
- 7.7.4 Rest rooms or rooms for operating suite staff must be within the operating suite.
- 7.7.4 If light refreshments are to be served, facilities for storing, preparing and serving such refreshments shall be provided.

## 7.8 STORAGE FACILITIES

- 7.8.1 Mechanically ventilated separate store rooms, or storage cupboards in lieu thereof, for the storage of vacolitrines, clean linen, medicines, equipment and sundry items must be provided.
- 7.8.2 Storage space/room must be provided for sterile packs. No wood or porous shelving may be used in this area.

## 7.9 SETTING UP SPACE

Adequate setting-up space within the restricted access area shall be provided.

This does not have to be a separate room. Setting-up may take place within the operating room.

## 8. THE STERILISATION AND DISINFECTING UNIT (SDU)

- 8.1 This unit should preferably be adjacent to or form part of the operating suite. Where it is not, suitable changing facilities for staff should be provided. Refer Section 7.7.
- 8.2 In large multi-storey hospitals, the SDU may be designed and operated remote from the operating suite or hospital. The transporting system provided for the sterilised items must be so designed to preserve pack integrity and product sterility.
- 8.3 A minimum floor space of 30 m<sup>2</sup> for the first two operating rooms/delivery rooms must be provided plus an additional 2 m<sup>2</sup> for the third and each additional operating room.
- 8.3.1 In hospitals where re-sterilisation is done for items used in wards, bigger space may be required.
- 8.4 The design of the sterilising and disinfection unit and layout of equipment must ensure a clear flow of work from the soiled to the clean side of the unit.
- 8.5 The following functional areas must be provided:

### 8.5.1 **Washing and Decontamination Area**

Comprising the following:

- 8.5.1.1 A slop-hopper
- 8.5.1.2 Stainless steel sinks with hot and cold water, of which at least one sink is at least 350 mm deep;
- 8.5.1.3 A trolley washing area with hot and cold water and a floor drain;
- 8.5.1.4 If soiled linen is to be held or sluiced in the Decontamination area, additional floor space of 4 m<sup>2</sup> for the first two operating rooms and 1 m<sup>2</sup> for each additional operating room must be provided.

8.5.2 **Tray and pack preparing area comprising the following:**

- 8.5.2.1 Floor space for packing as specified above.
- 8.5.2.2 Storage facilities for clean materials.
- 8.5.2.3 One or more autoclave(s) capable of sterilising porous loads (gowns, drapes and dressings), as well as wrapped and unwrapped instruments. Where liquids are sterilised, an autoclave with a fluid cycle and a reverse osmosis or distillation plant must also be provided.
- 8.5.2.4 Unless the autoclave(s) is (are) a free-standing unit, access for maintenance must not be via the restricted area.
- 8.5.2.5 Where ethylene oxide is used as a sterilant, the installation must comply with SABS Code of Practice 0213.

8.5.3 **Storage area for sterile packs**

## 9. LAUNDRY

### 9.1 DESIGNS

- 9.1.1 The design of the laundry must comply with the NBR and the Occupational Health and Safety Act of 1993.
- 9.1.2 The design of the laundry and layout of equipment must ensure a clear flow of work from the soiled to the clean side of the laundry.
- 9.1.3 All clean laundered linen must be handled and stored on the clean side of the laundry to obviate soiling from the process of sorting, sluicing and washing of soiled linen.
- 9.1.4 The bulk storage of clean linen must be in a separate room, cupboard(s) or mobile storage units to obviate the settlement of dust or airborne lint on the clean linen.
- 9.1.5 If the laundry is remote from the hospital, a central sluicing room must be provided at the hospital. This should not be at ward level.
- 9.1.6 A wash hand basin must be provided.

### 9.2 FLOORS

- 9.2.1 The floors of the laundry must have an impervious, smooth, washable surface.
- 9.2.2 Where floor drains are provided for the washing of the floor, outlets to these drains are to be installed in the soiled/washing area of the laundry and the floor must be sloped down to this point.

## 10. KITCHEN

### 10.1 DESIGNS

- 10.1.1 The design of the kitchen must comply with the NBR and the Occupational Health and Safety Act of 1993, as well as local authority regulations.
- 10.1.2 The design of the kitchen and layout of equipment must ensure a clear flow of work from the delivery and preparation area, and scullery area, to the final food preparation and serving area.
- 10.1.3 Food preparation and plating area must be protected from the dirty preparation area and scullery area. Care must be taken to prevent contamination of food by splashing from the scullery area.
- 10.1.4 There must be separate facilities for the bulk storage of dry goods, vegetables, meat and fish.
- 10.1.5 Refrigeration and deep-freezer space must be provided.
- 10.1.6 Hand wash basins must be provided.
- 10.1.7 Waste disposal should be in accordance with local authority regulations.

### 10.2 FLOORS

- 10.2.1 The floors of the kitchen must be an impervious, washable, non-slip surface.
- 10.2.2 Where floor drains are provided for the washing of the floor, outlets to these drains are to be installed in the soiled/washing area of the kitchen and the floor must be sloped down to this point.  
  
OR
- 10.2.3 Grease trap floor drains so designed as to prevent back-flow of stench from the drains may be installed throughout the kitchen.

10.3 OUTSIDE CATERING FACILITIES MAY BE USED

In which case provision must be made for delivery of meals, with reconstituting facilities and an area for cleaning of crockery and cutlery and trolleys. Again a clear flow of work as specified in 10.1 above must be ensured.

## **11. PHARMACY**

- 11.1 This pharmacy must be designed to allow for an area where dispensing is done. This area must be easily accessible to wards, operating suites and patients. Access must be allowed to patients in a wheelchair. (See NBR).
- 11.2 A safe area for storage of drugs must be provided:
- Special attention must be given to security. All windows and doors must be secured.
  - This area must have restricted access.
  - An outside entrance for deliveries must be provided, again with attention to security.
  - Storage of drugs must be done in accordance with manufacturer's instructions.
- 11.3 Safety and Fire regulations – see NBR

## **12. PROCEDURE ROOM**

- 12.1 If supplied, this room shall be situated outside the demarcated area of the operating suite.
- 12.2 The minimum size of this room must be 12 m<sup>2</sup>.
- 12.3 Oxygen and vacuum must be supplied.
- 12.4 A minimum of 6 electrical switched socket outlets must be supplied.
- 12.5 A clinical basin must be provided.

### 13. EMERGENCY UNIT AND CASUALTY DEPARTMENT

An emergency/trauma unit is a department where 24 hour emergency service is rendered to members of the public. Arrangements for multi-disciplinary admission facilities including intensive care must be made. 24 Hour X-ray facilities must be available on the premises. A laboratory service or acceptable alternative must be available. A blood transfusion service must be available.

A casualty unit is a unit sometimes only open after hours where urgent service is rendered to members of the public. It will normally not have inhouse facilities for management of all major trauma and may not have facilities for stabilisation of such cases prior to transfer.

#### 13.1 PHYSICAL REQUIREMENTS

An emergency unit must comprise of the following:

- 13.1.1 Reception area with office space
- 13.1.2 Access to waiting space. May be shared.
- 13.1.3 Access to public toilet with wash hand basins, for men and women separately. Access to a wheelchair toilet which may be shared.
- 13.1.4 A room for resuscitation:-
  - 13.1.4.1 which shall have a minimum floor area of 12 m<sup>2</sup> and a minimum wall length of 3 000 mm.
  - 13.1.4.2 Resuscitation and procedure areas must afford the following:
    - Oxygen and suction for each bed piped or portable
    - Electrical switched socket outlets. Minimum 4 per bed.

13.1.5 **Procedure Room**

Which shall have a minimum floor area of 12 m<sup>2</sup> and a minimum wall length of 3 000 mm.

13.1.6 A resuscitation room which shall have a minimum floor area of 12 m<sup>2</sup> and a minimum wall length of 3 000 mm.

13.1.5 and 13.1.6 may be in the same area (room) with a screening facility and must then be at least 20 m<sup>2</sup>.

13.1.7 Resuscitation and procedure areas must afford the following:

- Oxygen and suction for each bed (piped or portable)
- Switched socket outlets minimum 4 per bed

13.1.8 Accessible dirty utility room with normal requirements as for general wards, linen and general equipment.

13.1.9 Clean utility area with storage place for pharmaceutical substances.

13.1.10 Accessible cleaner's room

13.1.11 Accessible toilets for personnel and public

13.1.12 Nurse station or duty room which may be part of reception.

13.1.13 Room(s) and/or cubicles with a minimum space of 6 m<sup>2</sup> with wash hand basins.

13.1.14 A dedicated trauma theatre or immediate access to the general theatre complex.

13.2 **LOCATION**

13.2.1 The unit must have a weather protected external entrance with easy ambulance access.

13.2.2 A ramp must be provided if the level of the ground outside is not the same as inside the building.

- 13.2.3 If the unit is not on the same level as the hospital, an elevator must be provided that will be suitable for convenient access of patients to the operating suite, wards, dispensary, or radiological units if necessary.

## **14. SPECIALISED FACILITIES**

### **14.1 AMBULATORY SURGERY CENTRES**

#### **14.1.1 Accommodation and Facilities**

The same accommodation facilities and patient accommodation as specified for general nursing unit are required (see sections 5.1 and 5.2) with the following exclusions:

- 14.1.1.1 One bath or shower is required
- 14.1.1.2 No disabled ablution facility is required
- 14.1.1.3 Separate rooms for male, female, infants and children are not required provided that proper screening facilities are available.

#### **14.1.2 Engineering Service Requirements**

As per Section 4

#### **14.1.3 Operating Theatres**

As for minor theatre and including suitable associated facilities.

#### **14.1.4 Building Requirements**

As per Section 3

### **14.2 ACUTE PSYCHIATRIC FACILITY**

Minimum requirements for acute psychiatric facilities in this document refer to a unit of 20 beds and can be proportionally adjusted.

All facilities shall be in accordance with National Building Regulations as and where applicable.

14.2.1 **Accommodation**

As per general Section 5.1 and 5.2

In addition:

14.2.1.1 Lounge

Lounge space shall be available for patients. The general dining-room or indoor recreation facilities may also serve this purpose.

14.2.1.2 Group Room

Every nursing unit shall have at least one (1) group room with a minimum floor space of 9 m<sup>2</sup>.

14.2.1.3 Consulting Room

A facility for private interviews by members of the multi-professional team shall be available in every nursing unit.

14.2.1.4 Observation Room

One (1) observation room with a minimum floor space of 10 m<sup>2</sup> providing constant visual supervision, shall be available to every nursing unit. This can be achieved by a room next to the nurses' station with a safety one-way glass panel between them, or by the constant presence of a nurse in a room.

14.2.1.5 Special Care

Special care facilities of at least 7,5 m<sup>2</sup> per bed for wards and at least 10 m<sup>2</sup> for single rooms shall be available near to the nurses' station.

- A wash basin shall be available in the room
- One (1) nurses' call system shall be available per bed
- Basic emergency facilities shall be accessible for resuscitation, be it fixed or portable.

Observation room area may be used for this.

14.2.1.6 Dining-room

A general dining facility shall be available

14.2.1.7 Recreation Area

- An indoor facility of at least 20 m<sup>2</sup> shall be available for recreational activities. This may be shared with the lounge, dining-room or occupational therapy areas.
- Access to garden area

14.2.2 **Procedure Room and Recovery Facility**

14.2.2.1 At least one procedure room of not less than 12 m<sup>2</sup> and one recovery facility shall be provided per hospital for electro convulsive therapy and narco-analysis. The recovery facility must be at least 9 m<sup>2</sup>.

14.2.2.2 At least one (1) hand wash basin shall be available for each of the procedure room and recovery facility.

14.2.2.3 An emergency call system connecting the recovery facility and procedure room shall be provided.

In a hospital with main theatres this facility may not be registered.

14.2.3 **Occupational Therapy Unit**

The occupational therapy unit shall provide:

14.2.3.1 Office Space  
As per General Building Requirements.

14.2.3.2 Group/Interview Room

(May be same room as 14.2.1.2)

At least one per occupational therapy unit with a minimum of 9 m<sup>2</sup>. For more patients floor space may not be adjusted, but more group rooms shall be added.

14.2.3.3 Activity/Craft Room

At least one per occupational therapy unit with a minimum of 30 m<sup>2</sup> for a maximum of twenty (20) patients.

14.2.3.4 Relaxation/Therapy/Lecture Room

(May be the same as 14.2.1.1)

At least one relaxation, therapy/lecture room with a minimum of 30 m<sup>2</sup> for a maximum of twenty (20) patients. Floor space may be adjusted according to the number of patients.

14.2.3.5 Storage

Storage for equipment and materials shall be available, as well as for finished and unfinished products.

14.2.3 **Measures to Ensure the Safety of Patients**

14.2.4.1 Safety glass and slip resistant floor must be used in all patient areas.

14.2.4.2 Patients must not be able to lock themselves into any room or cupboard.

14.2.4.3 Hot water taps and heaters must be thermostatically controlled.

14.2.4.4 Windows in a multi-storey building must be so constructed as to prevent suicide.

14.2.4.5 All entrances to units shall be security controlled.

14.2.4.6 Clothes hooks in accommodation and ablution areas must have a breaking strain of not more than 5 kg.

14.2.4.7 **Staff Facilities**

Rest room and toilet facilities shall be provided for staff (As per General Section 5.1.11)

14.3 **CHRONIC CARE UNITS**

14.3.1 **Accommodation and Facilities**

14.3.1.1 Maximum of 36 beds per nursing unit

14.3.1.2 General wards shall be designed for not more than six (6) patients per room.

14.3.1.3 All facilities shall be in accordance with National building Requirements (NBR) SABS 0400/1990 (as amended).

14.3.1.4 At least 10 % of the 36 beds per nursing units shall be single rooms.

14.3.1.5 A separate recreational cum dining-room area shall be provided. The area shall be a minimum of 10 m<sup>2</sup> for 5 patients. 1 m<sup>2</sup> must be added for each additional patient above 10.

14.3.1.6 Paediatric units shall provide, in addition to the above –

- separate bathing facilities for babies and children
- direct vision of all beds/cots from nurses station or from the adjacent corridor
- special safety features in respect of electric plugs and switches, heaters, door locks and hot water supply
- a play area adjacent to, or visible from and easily accessible from the nurses station

- electrical socket outlets, one per three beds shall be provided.

#### 14.4 REHABILITATION UNITS

Persons requiring rehabilitation will be accommodated in a rehabilitation unit. See definition Section 2.

##### 14.4.1 General Building Requirements

As per Section 3, except

###### 14.4.1.1 Doors

Shall comply with SABS 0400 Part S

###### 14.4.1.2 Corridors

Shall have a minimum unobstructed width of 2 300 mm. Shall have hand rails along both sides.

14.4.1.3 Patient lifts must be provided in all multi-storey buildings in accordance with SABS 0400 SS 3.1.

14.4.1.4 Ramps must be provided in all accommodation and therapeutic areas in accordance with SABS 0400 SS 2.

14.4.1.5 Lighting must be provided at entrances and ramps, 150 lux NBR SABS 0264: 1993.

##### 14.4.2 Engineering Services Requirements

As per Section 4.

##### 14.4.3 Accommodation and Facilities (Residential Area)

14.4.3.1 As per Section 5.1 and 5.2 with provision that no room shall contain more than 12 beds.

- 14.4.3.2 Maximum of 36 beds per nursing unit.
- 14.4.3.3 10 % of beds must be single rooms.
- 14.4.3.4 Patient bathing and toilet facilities shall be in accordance with Section 5.2 with the proviso that, for every 8 patients or part of such number at least one wheelchair toilet in accordance with SABS 0400 SS5 must be provided.
- 14.4.3.5 For every 8 patients or part of such number, an invalid ablution facility in accordance with SABS 0400 should be provided.
- 14.4.3.6 Oxygen and vacuum either piped or mobile, must be available to each patient room in the hospital. If not piped at least one mobile oxygen supply and one mobile vacuum pump per 12 patients must be provided.

**14.4.3.7 Dining-room/Lounge**

- A minimum of 20 m<sup>2</sup> for 10 patients, and thereafter 1,5 m<sup>2</sup> for each additional patient.

**14.4.4 Modular Therapeutic Facility**

An area must be provided for therapy. The area can be shared for all multi-disciplinary therapy and include therapy departments, therapists offices, change rooms, toilets, recreational facilities, treatment rooms, splinting rooms.

The therapeutic area must have direct access to the garden with ramps (accessible for wheel chairs).

An area must be provided for therapy. Minimum areas as per the following:

- 14.4.4.1 Occupational Therapy

ONE-TO-ONE WORK ROOM

- A minimum of 10 m<sup>2</sup> with one electric switched socket outlet and a wash basin.
- A clean work room 10 m<sup>2</sup> with one electric switched socket outlet and a wash basin.
- A dirty work room 10 m<sup>2</sup> with one - electric switched socket outlet and a wash basin.
- A cognitive room with three SSO's, minimum of 10 m<sup>2</sup>.

The last three may be shared, in which case it must be a minimum of 30 m<sup>2</sup>.

- Splint Room, minimum of 10 m<sup>2</sup> with three SSO's and a wash basin.
- Storage space for each of the clean work room, the dirty work room and the cognitive room must be provided, a minimum of 6 m<sup>2</sup> per area. This storage space may be shared, in which case it must be a minimum of 15 m<sup>2</sup>.
- ADL facilities (may be incorporated in patient accommodation area)
  - ADL kitchen minimum of 10 m<sup>2</sup>Social Worker
  - A family/group conference room, minimum of 20 m<sup>2</sup>.

#### 14.4.4.3 Clinical Psychologist

- A group therapy room of 20 m<sup>2</sup> which may be shared with social worker.

14.4.4.2 An Emergency Room

- 16 m<sup>2</sup>
- Four SSO's
- Piped/mobile oxygen and suction
- Double doors

14.4.4.3 Physiotherapist

A one-to-one work room of

- 10 m<sup>2</sup>
- one SSO
- screening facility

Storage space, minimum of 9 m<sup>2</sup>

Gym area, minimum of 45 m<sup>2</sup>

- a wash basin
- three SSO's
- wheelchair parking area in gym area of 10 m<sup>2</sup>

Storage space of 9 m<sup>2</sup> may be shared with storage space in which case it must be 18 m<sup>2</sup>.

14.4.5 **If spinal and/or cranial rehabilitation (see definition) is to be done, the following additional requirements must be met:**

14.4.5.1 Hydrotherapy

A POOL

- hoist mechanism or ramp
- minimum of 1 m and a maximum of 1,5 m deep
- 1 m walking space around pool
- change rooms and lockers of 8 m<sup>2</sup>
- a wheel chair toilet 4 m<sup>2</sup>

RESPIRATORY HIGH CARE UNIT

For mechanical ventilation of patients –

- A minimum of 2 beds which comply with the general regulations for a high care ward (Section 6.6)

In addition:

- One low pressure medical air point per bed