



## **TENDER**

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# **APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING WORKS, INSTALLATIONS, REPAIR / MAINTAIN OF ELECTRICAL AND MECHANICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF 36 MONTHS**

**SCMU3-22/23-0685-NMA**

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### **THREE VOLUME APPROACH:**

**VOLUME 1 – TENDERING PROCEDURES  
VOLUME 2 – RETURNABLE DOCUMENTS  
VOLUME 3 – DRAFT CONTRACT**

#### **PREPARED FOR:**

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#### **PREPARED BY:**

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**NAME OF TENDERER:** \_\_\_\_\_

**CRS NUMBER:** \_\_\_\_\_

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**NOVEMBER 2022**

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# **VOLUME 1: TENDERING PROCEDURES**

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

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

### THE EASTERN CAPE DEPARTMENT OF HEALTH INVITES TENDERS FOR:

PROJECT NAME	APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING WORKS, INSTALLATIONS, REPAIR / MAINTAIN OF ELECTRICAL AND MECHANICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF 36 MONTHS
TENDER No.	SCMU3-22/23-0685-NMA

*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 "Tender" or "Tenderer".*

The attention of tenderers is drawn to the eligibility criteria in the table below. Tenderers are required to familiarise themselves thoroughly with the conditions of tender as contained in the Tender Data (T1.2) and the Standard Conditions of Tender (T1.3) which form part of the tender document. Only tenderers that are responsive to responsiveness criteria contained in the table below are eligible to have their tenders evaluated:

<input checked="" type="checkbox"/>	Only locally produced or locally manufactured steel products and components for construction with a stipulated minimum threshold of <b>100%</b> for local production and content will be considered. Tenderers are required to comply with the requirements for Local Content and Production for Designated Sectors as described in clause F.4.9 of the Tender Data. Tenders that fail to comply shall not be evaluated further.
<input checked="" type="checkbox"/>	<p>Only those tenderers 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 Regulation 25 (<b>4GB</b>) or 25(7A) of the Construction Industry Development Regulations, for a CIDB Grade <b>4GB</b> or <b>Higher</b> class of construction work, are eligible to have their tenders evaluated.</p> <p><u>Joint ventures are eligible to submit tenders provided that:</u></p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the cidb;</li> <li>the lead partner has a contractor grading designation CIDB Grade <b>4GB</b> or <b>Higher</b> class of construction work; and</li> <li>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for CIDB Grade <b>4GB</b> or <b>Higher</b> class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol>

**Preferences are offered to tenderers in accordance with the points systems as below:**

<input checked="" type="checkbox"/> 80/20 Preference point scoring system
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Preference:		Price:	
B-BBEE Status Level:	20 Points	Price:	80 Points
Total must equal:	<b>20 Points</b>	Total must equal:	<b>80 Points</b>

### 1. COLLECTION OF TENDER DOCUMENTS:

- ☒ Tender documents must be downloaded from [ehealth.gov.za/tenders](http://ehealth.gov.za/tenders) OR on National treasury e portal
- ☒ A compulsory clarification meeting with the representatives of the Employer will take place as follows:

**Date: 24 January 2023**

**Venue: Main Entrance (Ground Floor, by the Securities @ Bedford Orthopedic Hospital)**

**Time: 11H00**

### 2. ENQUIRIES RELATED TO TENDER DOCUMENTS MAY BE ADDRESSED TO:

<b>Procurement Contact:</b>	<b>Mrs N Mfenguza</b>	<b>E-mail</b>	<a href="mailto:Nobuntu.mfenguza@ehealth.gov.za">Nobuntu.mfenguza@ehealth.gov.za</a> <a href="mailto:Acquisitions-nmah@ehealth.gov.za">Acquisitions-nmah@ehealth.gov.za</a> <a href="mailto:Indiphile.quluba@ehealth.gov.za">Indiphile.quluba@ehealth.gov.za</a>
<b>Tel. No.</b>	<b>047 502 4518 or 047 502 4488</b>		

### 3. DEPOSIT / RETURN OF TENDER DOCUMENTS:

The closing time and date for submission of tenders is 11:00 on the 09 February 2023 where tenders will be opened to the public. The following must be noted by all bidders;

1. Telegraphic, telephonic, telex, facsimile (faxed), email and late tenders will not be accepted.
2. The requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data (T1.2)
3. All tenders must be submitted on the official, hardcopy documents issued with the bid including any addenda issued to prospective bidders by the Department.
4. Tender documents must be deposited in the tender box at the address indicated below:

#### **DEPOSITED IN THE TENDER BOX AT:**

NELSON MANDELA ACADEMIC HOSPITAL,  
NO 3 SISSON STREET, FORT GALE,  
MTHATHA , LEVEL 2 SCM OFFICES

**COMPILED BY: Bongekile Mnatule**

<b>Designation</b>	<b>Company Name</b>	<b>Date</b>
<b>Principal Agent</b>	DPWI-OR Tambo Region	
<b>Quantity Surveyor</b>	DPWI-OR Tambo Region	
<b>Architect</b>	DPWI-OR Tambo Region	

## **T1.2: TENDER DATA**

## T1.2: TENDER DATA

<b>PROJECT NAME</b>	<b>APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING WORKS, INSTALLATIONS, REPAIR / MAINTAIN OF ELECTRICAL AND MECHANICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF 36 MONTHS</b>
<b>BID NUMBER</b>	<b>SCMU3-22/23-0685-NMA</b>

Clause number	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2019 in Government Gazette No. 38960 of AUGUST 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See <a href="http://www.cidb.org.za">www.cidb.org.za</a>) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.</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. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p> <p><b>The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:</b></p>
F.1.1	<p><i>Add the following:</i></p> <p>The employer is the Eastern Cape Department of Health</p>
F.1.2	<p><i>Add the following:</i></p> <p>The following documents form part of this tender:</p> <ul style="list-style-type: none"> <li>The Joint Building Contracts Committee Inc. (JBCC) Contract (March 2005) (Edition 4.1 Code 2101) as published by the JBCC. Tenderers may obtain copies at their own cost from the JBCC for reference purposes, email <a href="mailto:info@jbcc.co.za">info@jbcc.co.za</a>, (011) 482 3102 or (086) 100 5222</li> <li>This tender document issued by the Employer (Tender No SCMU3-22/23-0685-NMA. Project Description : Appointment Of A Qualified Service Provider For Building Works, Installations, Repair / Maintain Of Electrical And Mechanical Works At Bedford Orthopedics Unit For A Period Of 36 Months in which is bound, in a three volume approach:</li> </ul> <p><b><u>Volume 1: Tendering Procedures</u></b></p> <p>T1.1 Tender Notice And Invitation To Tender</p> <p>T1.2 Tender Data</p> <p><b><u>Volume 2: Returnable Documents</u></b></p> <p>T2.1 List of Returnable Schedules/Documents</p> <p>C1.1: Form of Offer and Acceptance</p> <p>C1.2: Contract Data</p> <p>C2.2: Bills of Quantities</p> <p>T2.2 The Returnable Schedules/Documents</p>



	<p><b><u>Volume 3: The Draft Contract</u></b></p> <p><b>Part C1: Agreement and Contract data</b></p> <p>C1.3: Fixed Construction Guarantee</p> <p><b>Part C2: Pricing Data</b></p> <p>C2.1: Pricing Instructions</p> <p><b>Part C3: Scope of Works</b></p> <p>C3.1: Scope of Works</p> <p>C3.2: Project Specific Health and Safety Specification</p> <p>C3.4: Socio-Economic Deliverables Specification</p> <p>C3.5: Contractor Monthly Labour Report Template</p> <p>C3.6: Drawings and Technical Specifications</p> <p><b>Part C4: Site Information</b></p> <p>C4.1: Site Information</p> <p>C4.2: Geotechnical Investigation</p>
F.1.4	<p><i>Add the following:</i></p> <p>The employer's agent is Department of Public Works &amp; Infrastructure</p> <p>Attention is drawn to the fact that verbal information, given by the Employer's agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to Tenderers will be regarded as amending the Tender Documents.</p>
F1.6.2	<p><i>Add the following:</i></p> <p>A competitive negotiation procedure will not be followed.</p>
F1.6.3	<p><i>Add the following:</i></p> <p>A two-stage system will not be followed.</p>
F.2.13.5	<p><i>Add the following:</i></p> <p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p><b>Location of tender box: Nelson Mandela Academic Hospital</b>  <b>Physical address: No 3 Sisson Street, Fort Gale,</b>  <b>Mthatha , Level 2 SCM Offices</b></p> <p><b>Identification details: Tender No. SCMU3-22/23-0685-NMA</b>  <b>Title of tender: APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING WORKS, INSTALLATIONS, REPAIR / MAINTAIN OF ELECTRICAL AND MECHANICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF 36 MONTHS</b></p> <p><b>Name and Address of Tenderer: (to be inserted by tenderer)</b></p> <p>Sealed Tender with the identification details on the envelope must be placed in the appropriate official tender box at the abovementioned address</p>

F.2.13.6	<p><i>Add the following:</i> A two-envelope procedure will not be followed.</p>
F.2.13.10	<p><i>Add the following:</i> By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is correct and free of misrepresentation.</p>
F.2.15.1	<p><i>Add the following to F.2.15.1:</i> The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
F.2.16.1	<p><i>Add the following to F.2.16.1:</i> The tender offer validity period is <b>12 Weeks</b>.</p>
F.2.17	<p><i>Insert the following at the end of the last sentence of the note:</i> “.....elect to do so, provided that the competitive position of the preferred tenderer is not affected”</p> <p>A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer’s written request for such clarification.</p>
F.2.18	<p><i>Add the following:</i></p> <p>The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p>
F.2.19	<p><i>Add the following:</i> Access shall be provided for inspections, tests and analysis as may be required by the Employer refer to PW371</p>
F.2.22	<p><i>Add the following:</i> Not a requirement.</p>
F.2.23	<p><i>Add the following:</i> The tenderer is required to submit the following:</p> <p><b>F2.23.1 Broad-Based Black Economic Empowerment Status Level Certificates</b></p> <p>An original valid or valid, certified copy of a B-BBEE status verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) or a sworn affidavit in terms of the amended B-BBEE codes. Bidders shall not be provided a second opportunity by the employer to submit the B-BBEE certificate of sworn affidavit where it is not provided by the bidder, bound within the bid submission, on the date and time of the bid closing.</p> <p><b>F2.23.3 CIDB Grading Certificate</b> Tenders are required to provide proof of registration with the CIDB register of contractors indicating the category of registration, grading as well as the CRS number of the tenderer.</p>
F.3.2	<p><i>Add the following:</i></p>

	Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.
F.3.4.1	<p><i>Add the following:</i></p> <p>The time and location for opening of the tender offers is:</p> <p><b>Time:</b> Tenders will be opened immediately after the closing time for receipt of Tenders as stated in the Tender Notice and Invitation to Tender (T1.1), or as stated in any Addendum extending the closing date.</p> <p><b>Location:</b> <b>Nelson Mandela Academic Hospital, No 3 Sisson Street, Fort Gale, Mthatha , Level 2 SCM Offices</b></p>
F.3.5	<p><i>Add the following:</i></p> <p>A two-envelope procedure will not be followed.</p>
F.3.8	<p><i>Add the following:</i></p> <p>Tenders will be considered non-responsive if, inter alia:</p> <ol style="list-style-type: none"> <li>1. the tenderer has failed to attend the compulsory briefing meeting;</li> <li>2. the tender is submitted by Telegraphic, telephonic, telex, facsimile (faxed) or email media or if the tender is submitted late.</li> <li>3. the tenderer does not comply with the eligibility criteria listed in F2.1 above;</li> <li>4. The resolution for signatory is not attached to the tender submission on a company letterhead.</li> <li>5. The bidder has failed to fully complete and sign both SBD 6.2 &amp; Annex C</li> <li>6. the tenderer has failed to fully complete and sign SBD1, SBD4, &amp; the Compulsory Enterprise Questionnaire. Failure to submit the required information shall be subjected to a request from SCM to the bidder to submit the required information within 7 days of the request. Failure to comply with such request will result in the bid being deemed non-responsive</li> </ol>
F.3.11.7	<p><i>Add the following:</i></p> <p>The financial offer will be scored using <b>Formula 2 (Option 1):</b></p> $N_{FO} = (1 - (P - P_M)/P_M) \times W_1$ <p>Where;</p> <p><math>N_{FO}</math> = number of tender evaluation points awarded for financial offer</p> <p><math>W_1</math> = the maximum possible number of tender evaluation points awarded for financial offer as stated in the Tender Notice and T1.1: Notice and Invitation to Tender</p> <p><math>P_M</math> = the comparative offer of the most favourable tender offer</p> <p><math>P</math> = the comparative offer of the tender offer under consideration</p>
F.3.11.8	Up to 100 minus $W_1$ (refer F.3.11.7 above) tender evaluation points will be awarded to tenderers according to their B-BBEE status level, determined in accordance with section 9(1) of the Broad-Based Black Economic Empowerment Act (No 53 of 2003), and who have submitted original valid or valid, certified copies of B-BBEE status verification certificates

issued by either a verification agency accredited by the South African Accreditation System (SANAS) or a sworn affidavit in terms of the amended BBB-EE codes. The points will be awarded as follows, based on the B-BBEE status level of the tenderer:

B-BBEE status level of contributor	Number of Points	
1	20	10
2	18	9
3	14	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-Compliant Contributor	0	0

A trust, consortium or joint venture will qualify for points for their BBB-EE status level as a legal entity, provided that the entity submits their BBB-EE status level certificate. A trust, consortium or joint venture will qualify for points for their BBB-EE status level as an unincorporated entity, provided that the entity submits their consolidated BBB-EE scorecard as if they were a group

F.3.11.10

*Add the following new sub-clause:*

The Employer will perform a risk analysis in respect of the following:

- (a) reasonableness of the financial offer
- (b) reasonableness of unit rates and prices
- (c) the tenderers ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.

F.3.13.1

Tender offers will only be accepted if:

- a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) or proof that he or she has made arrangement with SARS to meet his or her outstanding tax obligations. This will be verified by the Employer on the Centralized Supplier Database. Where the recommended bidder is not tax compliant, the bidder will be notified of the non-compliant status and be granted seven (7) working days to rectify their compliance status with the SARS. The bidder must thereafter provide the Department with proof of its tax compliance which must be verified via the CSD or eFiling.
- b) 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 of 2004 as a person prohibited from doing business with the public sector;

	<ul style="list-style-type: none"> <li>c) the tender or any of its directors is not listed on the Database of Restricted Suppliers kept by the National Treasury and updated from time to time;</li> <li>c) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System;</li> </ul> </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 the contract in the best interests of the employer or potentially compromise the tender process.</li> </ul>
F.3.17	<p><i>Add the following:</i></p> <p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>
F.4	<p><b>ADDITIONAL CONDITIONS OF TENDER</b></p> <p>The additional conditions of tender are:</p>
F.4.1	<p><b>Invalid Tender</b></p> <p>Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:</p> <ul style="list-style-type: none"> <li>a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);</li> <li>b) if the Form of Offer and Acceptance has not been completed or has not been signed by the authorised representative of the tenderer</li> <li>c) if the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable</li> <li>d) if the tender offer is not completed in non-erasable ink;</li> </ul>
F.4.2	<p><b>Negotiations with preferred tenderers</b></p> <p>The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:</p> <ul style="list-style-type: none"> <li>a) does not allow any preferred tenderer a second or unfair opportunity;</li> <li>b) is not to the detriment of any other tenderer; and</li> <li>c) does not lead to a higher price than the tender as submitted.</li> </ul> <p>Minutes of any such negotiations shall be kept for record purposes</p>
F.4.3	<p><b>General supply chain management conditions applicable to Tender</b></p> <p>In terms of its Supply Chain Management Policy the Employer may not consider a tender unless the provider who submitted the tender:</p> <ul style="list-style-type: none"> <li>a) has furnished the Employer with that provider's: <ul style="list-style-type: none"> <li>• full name;</li> <li>• identification number or company or other registration number; and</li> <li>• tax reference number and VAT registration number, if any;</li> </ul> </li> <li>b) has indicated whether:</li> </ul>

	<ul style="list-style-type: none"> <li>the provider is in the service of the state, or has been in the service of the state in the previous twelve months;</li> <li>the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or</li> <li>whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months.</li> </ul> <p>Irrespective of the procurement process followed, the Employer is prohibited from making an award to:</p> <ul style="list-style-type: none"> <li>a person who is in the service of the state;</li> <li>a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;</li> <li>an advisor or consultant contracted with the Employer; or</li> <li>a person, advisor or corporate entity involved with the tender specification committee, or a director of such corporate entity.</li> </ul> <p>In this regard, tenderers shall complete Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule will result in the tender not being considered further.</p>
F.4.4	<p><b>Combating abuse of the Supply Chain Management Policy</b></p> <p>In terms of the its Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:</p> <ul style="list-style-type: none"> <li>a) failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;</li> <li>b) abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system;</li> <li>c) been convicted of fraud or corruption during the past five years;</li> <li>d) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or</li> <li>e) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.</li> </ul> <p>In this regard, tenderers shall complete Part T2.2: Returnable Schedules: Certificate of Independent Tender Determination and Declaration of Tenderer's Past Supply Chain Management Practices. Failure to complete these schedules will result in the tender not being considered further.</p>
F.4.6	<p><b>Claims arising after submission of tender</b></p> <p>No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer after the submission of any tender and the tenderer shall be deemed to have:</p>

	<ol style="list-style-type: none"> <li>1) read and fully understood the whole text of the Contract Data, Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.</li> <li>2) visited the site of any proposed works.</li> <li>3) requested the Employer or his duly authorized agent to make clear the actual requirements of anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.</li> <li>4) received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.</li> </ol> <p>Before submission of any tender, the tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any tender due to the foregoing.</p>
F.4.7	<p><b>Imbalance in tendered rates</b></p> <p>In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.</p> <p>The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3. Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.</p>
F.4.8	<p>The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:</p> <ol style="list-style-type: none"> <li>(a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.</li> <li>(b) The electronic version shall not be regarded as a substitute for the issued tender documents.</li> <li>(c) The Employer shall not accept Tender submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those Tender that have been completed on the issued hard copy tender document shall be considered.</li> <li>(d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions</li> </ol>

	<p>of the tender documents may not reflect any notices or addenda that amend the tender document.</p> <p>(e) Any non-compliance with these provisions, including effecting any unauthorized alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.</p> <p>(f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.</p>
F.4.9	<p><b>Local Content and Production for Designated Sectors</b></p> <p>Only locally produced or locally manufactured steel products and components for construction with a stipulated minimum threshold of <b>100%</b> for local production and content will be considered. If the quantity of steel products and components for construction required cannot be wholly sourced in South Africa (RSA) based manufacturers and/or at the designated local content threshold of <b>100%</b>, bidders and procuring entities should obtain written authorization from the DTI should there be a need to import and a copy of this authorization letter must be submitted together with the bid document at the closing date and time.</p> <p>The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid.</p> <p>A bid will be disqualified if:</p> <ul style="list-style-type: none"> <li>• The bidder fails to achieve the stipulated minimum threshold for local production and content unless written exemption has been granted to the bidder by the DTI to bid at a lower local content level</li> <li>• Failure to indicate the minimum percentage (%) or not meeting minimum percentage for local content will automatically invalidate the bid from further consideration.</li> <li>• The Declaration Certificate for Local Content (SBD 6.2), the Annex C (Local Content Declaration: Summary Schedule) are not completed, duly signed, and submitted by the bidder at the closing date and time of the bid</li> </ul> <p>Bidders may contact the Metals Fabrication, Capital and Rail Transport Equipment Unit within the <b>DTI</b> at telephone <b>012 394 1356</b> or Primary Minerals Processing and Construction Unit at telephone <b>012 394 5157</b></p>
F.4.11	<p><b>Compliance with Occupation Health and Safety Act 1993</b></p> <p>Tenderers are to note the requirements of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. Tenderers are to note that the service provider is required to ensure that all sub-</p>



	contractors/sub-consultants or other engaged in the performance of this contract also comply with the above requirements.
F.4.12	<p><b>Provincial Local Economic Development</b></p> <p>50% of expenditure of the project must be on goods and services which are manufactured and supplied, respectively, by suppliers and/or manufacturers from within the Province of the Eastern Cape, including the utilization of raw materials. The successful bidder shall be required to produce monthly reports supported by evidence such as tax invoices, receipts, delivery notes and proof of payment for goods and services purchased from local service providers as proof that the percentage is being attained.</p>

## **VOLUME 2: RETURNABLE DOCUMENTS**

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

## T2.1: LIST OF RETURNABLE SCHEDULES/DOCUMENTS

<b>Project Name:</b>	<b>APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING WORKS, INSTALLATIONS, REPAIR / MAINTAIN OF ELECTRICAL AND MECHANICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF 36 MONTHS</b>
<b>Tender No:</b>	SCMU3-22/23-0685-NMA

## T2.2: RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

No.	Document Name	Number of pages issued	Returnable Document
C1.1	Form of Offer and Acceptance	4	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C1.2	Contract Data	16	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C2.2	Preliminaries for inclusion in Bills of Quantities and Lump Sum Documents based on the JBCC Series 2000 documentation & Bills of Quantities & Final Summary	TBD	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2a	Resolution for Signatory	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2b	Resolution of Board of Directors to Enter into Consortium or Joint Ventures	2	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2n	Record of Addenda to Tender Documents	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2p	Schedule of Plant and Equipment	1	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
T2.2r	Compulsory Enterprise Questionnaire		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2u	CIDB Grading Certificate – Proof of Registration	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SBD 1	Invitation to Bid: Part A and B	2	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SDB 4	Declaration of Interest	4	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SBD 6.1	Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2017	5	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SBD 6.2	Declaration certificate for local production Annexure C, D & E	5	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**T2.2: OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

No.	Document Name	Number of pages issued	Returnable Document
Annexure A	Construction Programme	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Annexure B	Company Experience & Contactable References	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2g	BBBEE Certificate or Sworn Affidavit	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2y	Proof of Registration with Centralized Supplier Database	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

*(The following list of returnable schedules/documents is duplicated from the tables above however these will not appear in duplicate within the tender document. The purpose is to bring to the tenderers' attention the list of returnable documents/schedules that shall be incorporated into the contract)*

**T2.2: RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT**

No.	Document Name	Number of pages issued	Returnable Document
T2.2n	Record of Addenda to Tender Documents	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SBD 6.1	Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2017	5	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**T2.2: OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

C1.1	Form of Offer and Acceptance	4	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C1.2	Contract Data	16	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C2.2	Preliminaries for inclusion in Bills of Quantities and Lump Sum Documents based on the JBCC Series 2000 documentation & Bills of Quantities & Final Summary	TBD	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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

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

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of \_\_\_\_\_

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this offer has accepted the Conditions of Tender.

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:**

(In words).....  
.....  
.....  
.....Rand;

R..... (In figures)

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data

Signature(s) .....  
Name(s) .....  
Capacity .....  
.....

**For the tenderer:** .....

Name & signature of witness .....  
Date .....

.....  
(Insert name and address of organisation)

### Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1                      Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2                      Pricing Data

Part C3                      Scope of Work: Works Information

Part C4                      Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

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

Signature(s) .....

Name(s) .....

Capacity .....



**For the Employer:** .....

Name & signature of witness .....  
Date .....  
(Insert name and address of organisation)

**Schedule of Deviations**

1 Subject .....

Details .....

.....

.....

.....

2 Subject .....

Details .....

.....

.....

.....

3 Subject .....

Details .....

.....

.....

4 Subject .....

Details .....

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.....

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5 Subject .....

Details .....

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By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

## **C1.2 CONTRACT DATA**

## C1.2 : CONTRACT DATA : JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

<b>Project Name:</b>	<b>APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING WORKS, INSTALLATIONS, REPAIR / MAINTAIN OF ELECTRICAL AND MECHANICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF 36 MONTHS</b>
<b>Tender No:</b>	<b>SCMU3-22/23-0685-NMA</b>

	<p>The Conditions of Contract are clauses 1 to 42 of the <b>JBCC</b> series 2000 <b>Principal Building Agreement</b> (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
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	<p><b>CONTRACT VARIABLES: THE SCHEDULE</b></p> <p>The <b>schedule</b> contains all the variables referred to in this document and is divided into part 1: contract data completed by the <b>employer</b> and part 2: contract data completed by the <b>contractor</b>.</p>
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<b>42.0</b>	<b>PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER</b>
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<b>42.1</b>	<b>CONTRACTING AND OTHER PARTIES</b>
<b>42.1.1</b>	<p><b>Employer:</b> Eastern Cape Department of Health <b>Postal address:</b> <i>Nelson Mandela Academic Hospital, No 3 Sisson Street, Fort Gale, Mthatha</i></p>
[1.2]	<p><i>Tel: 047 502 4518/4488</i> <b>Physical address:</b> Nelson Mandela Academic Hospital, No 3 Sisson Street, Fort Gale, Mthatha</p>
<b>42.1.2</b>	<p><b>Funding Agent</b> Eastern Cape Department of Health <b>Postal address:</b> <i>Nelson Mandela Academic Hospital, No 3 Sisson Street, Fort Gale, Mthatha</i></p> <p><b>Physical address:</b></p>

	Nelson Mandela Academic Hospital, No 3 Sisson Street, Fort Gale, Mthatha
<b>42.1.3</b> [5.1]	<p><b>Principal Agent:</b> Department of Public Woks &amp; Infrastructure</p> <p><b>Agent's service:</b> Principal Agent</p> <p><b>Physical Address:</b> KD Matanzima Building Corner Owen &amp; Victoria Street Mthatha</p> <p><b>Tel:</b> 047 505 2827 <b>Fax:</b> 047 505 200</p>
<b>42.1.4</b> [5.2]	<p><b>Agent (1)</b> Department of Public Woks &amp; Infrastructure</p> <p><b>Agent's service:</b> Architect</p> <p><b>Postal Address:</b> KD Matanzima Building Corner Owen &amp; Victoria Street Mthatha</p> <p><b>Tel:</b> 047 505 2827</p>
<b>42.1.5</b> [5.2]	<p><b>Agent (2):</b> Department of Public Woks &amp; Infrastructure</p> <p><b>Agent's service:</b> Quantity Surveyor</p> <p><b>Physical Address:</b> KD Matanzima Building Corner Owen &amp; Victoria Street Mthatha</p> <p><b>Tel:</b> 047 505 2827</p>
<b>42.1.6</b> [5.2]	<p><b>Agent (3):</b> Department of Public Woks &amp; Infrastructure</p> <p><b>Agent's service:</b> Electrical Engineer</p> <p><b>Postal address:</b> KD Matanzima Building Corner Owen &amp; Victoria Street Mthatha</p> <p><b>Tel:</b> 047 505 2827</p>
<b>42.1.7</b> [5.2]	<p><b>Agent (4):</b> Department of Public Woks &amp; Infrastructure</p> <p><b>Agent's service:</b> Health and Safety Agent</p> <p><b>Postal address:</b> KD Matanzima Building Corner Owen &amp; Victoria Street Mthatha</p> <p><b>Tel:</b> 047 505 2827</p>

<b>42.2</b>	<b>CONTRACT DETAILS</b>
42.2.1	<b>Works</b> description: Refer to document C3 – Scope of Work.
42.2.2	<b>Site</b> description: Refer to document C4.1 – Site Information.
42.2.3 [22.2]	Work or installations by <b>direct contractors</b> : N/A
42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so :
[31.11.2 #] [31.12.2#]  [11.2.#] [31.4.2 #]  [40.2.2.#] [26.1.2 #]	<p>1) Interest rate legislation: The interest rate applicable will be as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)</p> <p>2) Lateral support insurance to be effected by the <b>contractor</b>: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>3) Payment will be made for materials and goods. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>4) Dispute resolution by mediation</p> <p>5) Extended <b>defects</b> liability period (365 Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <b>calendar days</b>) applicable to the following elements:</p> <ul style="list-style-type: none"> <li>- <b>all civil works relating to roads, parking areas, walkways, drainage and water supply</b></li> <li>- <b>grassing and landscaping</b></li> <li>- <b>all work done under electrical subcontracts</b></li> <li>- <b>all work done under mechanical subcontracts</b></li> </ul>
42.2.6 [15.3]	Period for the commencement of the <b>works</b> after the <b>contractor</b> takes possession of the <b>site</b> : Five (5) working days.
42.2.7 [24.3.1] [30.1]	<p>For the works as a whole: The date for practical completion from the date that possession of the site is given to the contractor (including statutory holidays) and the penalty per calendar day:</p> <p>Contract Period: <b>6 calendar Months</b></p> <p>Penalty: 5,75c <b>of R100</b> of the Contract Value, excluding VAT per calendar day.</p>
42.2.8 [24.3.1] [28.1]	For the <b>works</b> in sections: N/A
42.2.9 [1.2]	The law applicable to this agreement shall be that of the: <b>Republic of South Africa</b>

<b>42.3</b>	<b>INSURANCES</b>
42.3.1 [10.1 #, 10.2 #, 12.1 #]	<p>Contract <b>works</b> insurance to be effected by the <b>contractor</b></p> <p><input checked="" type="checkbox"/> To the minimum value of the <b>contract sum</b> plus 10%</p> <p>With a deductible not exceeding 5% of each and every claim</p> <p>Or</p> <p><input type="checkbox"/> For the minimum sum of <b>R .....</b> (<b>insert amount in words</b>)</p> <p>With a deductible not exceeding 5% of each and every claim</p>
42.3.2 [10.1 #, 10.2 #, 12.1 #]	<p>Supplementary insurance is required: <b>Yes</b></p> <p>To the minimum value of the <b>contract sum</b> plus 10%</p>
42.3.3 [11.1 #, 12.1 #]	<p>Public liability insurance to be effected by the <b>contractor</b></p> <p><input checked="" type="checkbox"/> For the sum of R5 million</p> <p>With a deductible not exceeding 5% of each and every claim</p> <p>Or</p> <p><input type="checkbox"/> For the sum of <b>R .....</b> (<b>insert amount in words</b>)</p> <p>With a deductible not exceeding 5% of each and every claim</p>
42.3.4 [11.2 #, 12.1 #]	<p>Support insurance to be effected by the <b>contractor</b></p> <p><b>Not applicable</b></p>
<b>42.4</b>	<b>DOCUMENTS</b>
42.4.1 [3.3 #, 15.1.3 #, 31.16.2 #]	Waiver of the Contractor's Lien or right of continuing possession is required
42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the <b>contractor</b> free of charge
42.4.3	<p><b>Bills of quantities / Lump sum document</b> schedule of rates drawn up in accordance with:</p> <p>Standard System of Measuring Building Work (sixth edition as amended) and</p> <p>SANS 1200 Standardized Specifications for Civil Engineering Works</p>
42.4.4 [15.1.1]	On acceptance of the tender the <b>priced bills of quantities / lump sum document</b> is to be submitted as part of the returnables.

42.4.5 [3.4]	<b>JBCC Engineering General Conditions are to be included in the contract documents:</b> <b>No</b>
42.4.6 [31.5.3] [32.13]	<p>The <b>contract value</b> is to be adjusted using <b>CPAP</b> indices:      <b>Yes</b> <input type="checkbox"/>    <b>No</b> <input checked="" type="checkbox"/></p> <p>Where <b>CPAP</b> is applicable, the <b>contract sum</b> will be adjusted in accordance with the <b>JBCC Contract Price Adjustment Provisions (CPAP)</b> as set out in the <b>CPAP Indices Application Manual</b> as prepared by the <b>JBCC Series 2000</b>, code 2118, dated May 2005 and any amendments thereto:</p> <ol style="list-style-type: none"> <li>1) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170</li> <li>2) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries</li> <li>3) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted</li> <li>4) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45</li> </ol> <p>Alternative Indices: <b>Not Applicable</b></p>
42.4.7 [3.10]	<p>Details of changes made to the provisions of <b>JBCC</b> standard documentation</p> <p><b>Clause 1.1</b></p> <p><b>COMMENCEMENT DATE</b> Means the date that the <b>agreement</b>, made in terms of the form of Offer and Acceptance, comes into effect.</p> <p><b>CONSTRUCTION GUARANTEE</b> Means a guarantee at call obtained by the <b>contractor</b> from an institution approved by the <b>employer</b> in terms of the <b>employer's construction guarantee</b> form as selected in the <b>schedule</b>.</p> <p><b>CONSTRUCTION PERIOD</b> Means the period commencing on the date that possession of the site is given to the <b>contractor</b> and ending on the date of <b>practical completion</b>.</p> <p><b>CORRUPT PRACTICE</b> Means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p>



**FRAUDULENT PRACTICE**

Means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to and 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.

**INTEREST**

The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be 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)

**PRINCIPAL AGENT**

Means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent**, as detailed in the **agreement**, shall be fulfilled by a representative of the **employer** as named in the **schedule**.

**SECURITY**

Means the form of **security** provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss.

1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been given when:

1.6.4 No clause

3.2.1 A **construction guarantee** in terms of 14.0, where so elected in his tender

3.7 Add at the end thereof:

The **contractor** shall supply and keep a copy of the **JBCC** Series 200 Principal Building Agreement and Preliminaries applicable to this contract on the **site**, to which the **employer**, **principal agent** and **agents** shall have access to at all times.

3.10 Replace the second reference to “**principal agent**” with the word “**employer**”

4.3 No clause

5.1.2 under clause 41- Include reference to 32.6.3; 34.3, 34.4 and 38.5.8 in terms of which the employer has retained its authority and has not given a mandate to the **principal agent** and in terms of which the employer shall sign all documents

10.5 Add the following as 10.5

**Damage to the works**

- a) Without in 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
- b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- 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 excepted risks as set out in 10.6
- 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 32.0 hereof

10.6 Add the following as 10.6

**Injury to Persons or loss of or damage to Properties**

- 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 neglect of any person for whose actions the **employer** is legally liable
- 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 immovable 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 neglect of any person for whose actions the **employer** is legally liable.
- 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 thereof from the **contractor** or to deduct the same from amounts due to the **contractor**.
- 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**.

- 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 and will remain adequately insured or insured 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.
- 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**.

10.7 Add the following as 10.7

### **HIGH RISK INSURANCE**

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

#### **10.7.1 Damage to the works**

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 holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and **security** measures and other steps for the protection of the **works**

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

#### **10.7.2 Injury to persons or loss of or damage to property**

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

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

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. 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

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

14.0 Replace the entire clause 14.0 with the following:

#### 14.0 **SECURITY**

14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be submitted by the **contractor** to the **employer** will be as a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT)

14.1.1 The payment reduction of the value certified in a **payment certificate** shall be mutatis mutandi in terms of 31.8(A)

14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**

14.2 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 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such **security** shall be provided to the **employer** within fourteen (14) 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 the selected **security** within fourteen (14) calendar days from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.

14.3 Where the **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) on signing of the contract.

14.3.2 Within twenty-one (21) calendar days of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three percent (3%) of the contract value (excluding VAT), and refund the balance to the **contractor**

14.3.3 Within twenty-one (21) calendar days of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the **contractor**

14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**

14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**

14.3.6 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

14.4 Where **security** as a variable **construction guarantee** of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected: **NOT APPLICABLE**

14.4.1 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**

14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction guarantee** form included in the invitation to tender

14.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** within fourteen (14) calendar days of it expiring

14.4.4 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**

14.5 Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.5.1 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) within fourteen (14) calendar days from **commencement date**

14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last **certificate of practical completion**

14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) calendar days of it expiring

14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8(A) and 34.8

14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both

14.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum**(excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.6.1 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 fourteen (14) calendar days from **commencement date**

14.6.2 Within twenty-one (21) calendar days of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**

14.6.3 The payment reduction of the value certified in a **payment certificate** shall be mutatis mutandi in terms of 31.8(A)

14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both

14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.7.1 The payment reduction of the value certified in a **payment certificate** shall be mutatis mutandi in terms of 31.8(B)

14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**

14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this agreement

14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2 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), where after 14.7 shall be applicable

15.1.2 The **security** as selected in terms of 14.0

15.1.4 Add 15.1.4 as follows:

An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within fourteen (14) calendar days from **commencement date**

15.2.1 Under 41: Amend to read as follows:

	<p>"Give the <b>contractor</b> possession of the site within ten (10) working days of the <b>contractor</b> complying with the terms of 15.1.2 and 15.1.4</p> <p>17.1.11 Delete the words "and the appointment of <b>nominated</b> and <b>selected subcontractors</b>"</p> <p>20.1.3 No clause</p> <p>21.0 No clause</p> <p>26.1.2 Add # next to 26.1.2</p> <p>29.2.5 No clause</p> <p>31.5.2 Security adjustments in terms of 14.0 and 31.8</p> <p>31.8 Amend as follows:</p> <p>31.8(A) Where a <b>security</b> is selected in terms of 14.1; 14.5 or 14.6, the value of the <b>works</b> in terms of 31.4.1 and of the <b>materials and goods</b> in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(A).1 Ninety-five per cent (95%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b></p> <p>31.8(A).2 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b></p> <p>31.8(A).3 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 34.6</p> <p>31.8(A).4 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 34.6 except where the amount certified is in favour of the <b>employer</b>. In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b>.</p> <p>31.8(B) Where <b>security</b> is a payment reduction in term of 14.7 has been selected the value of the <b>works</b> in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(B).1 Ninety per cent (90%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b></p> <p>31.8(B).2 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b></p>
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	<p>31.8(B).3 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 34.6</p> <p>31.8(B).4 One hundred per cent (100%) of such value in the final <b>payment certificate</b> terms of 34.6 except where the amount certified is in favour of the <b>employer</b>. In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b></p> <p>31.9 Replace “twenty-one (21) calendar days” with “thirty (30) calendar days”.</p> <p>31.12 Delete the following: “Payment shall be subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due.”</p> <p>32.1.3 Add the following to the end of this clause: “Clause 5.1 of the JBCC CPAP shall be deemed to be amended as follows: <math>X_e</math> = the value of the index applicable to such work group and the valuation period for the month in which the payment certificate is dated”</p> <p>32.5.1 Add the following to the end of each of these clauses: “...due to no fault of the 32.5.4 <b>contractor</b>” and 32.5.7</p> <p>33.2 Add the following clauses 33.2.9 to 33.2.13:</p> <p>33.2.9 the <b>contractor’s</b> failure or neglect to commence with the <b>works</b> on the dates prescribed in the contract</p> <p>33.2.10 the <b>contractor’s</b> failure or neglect to proceed with the <b>works</b> in terms of the contract</p> <p>33.2.11 the <b>contractor’s</b> failure or neglect for any reason to complete the <b>works</b> in accordance with the contract</p> <p>33.2.12 the <b>contractor’s</b> 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</p> <p>33.2.13 the <b>contractor’s</b> estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>34.1 Delete “#” next to 34.1</p> <p>34.2 Insert “#” next to 34.2</p> <p>34.8 Delete the words “where <b>security</b> as a fixed <b>construction guarantee</b> in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1”</p> <p>34.13 Replace “seven (7) calendar days” with “thirty (30) calendar days” and delete the words: “subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due”</p>
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	<p>36.1 Add the following clauses 36.1.3 to 36.1.5:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgement of the <b>employer</b>, has engaged in <b>corrupt</b> or <b>fraudulent practices</b> in competing for or in executing the contract</p> <p>36.3 Remove reference to “No clause”, and replace “<b>principal agent</b>” with “<b>employer</b>”</p> <p>36.7 Add the following: “Notwithstanding any clause to the contrary, on cancellation of 37.5 this agreement either by the <b>employer</b> or the and <b>contractor</b>; or for any reason and whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the 38.7 <b>works</b> on a date stated and withdraw himself from the site. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever”</p> <p>37.3.5 Replace “ninety (90)” with “one hundred and twenty (120)” And 38.5.4</p> <p>39.3.5 Add the following words at the end thereof: “within one hundred and twenty (120) <b>working days</b> of completion of such report”</p> <p>40.2.2 under clause 41 – Replace “one (1) year” with “three (3) years”</p> <p>40.6 under clause 41 – Remove reference to no clause</p> <p>40.7.1 Change “(10)” to “(15)”</p> <p>Add the following to the end thereof:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.</p>
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42.0	<b>PART 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR</b>
	<b>POST-TENDER INFORMATION</b>  Note: All information for this section requires consultation with the contractor. The principal agent shall not pre-select any of the alternatives available to the contractor
42.5	<b>CONTRACT DETAILS</b>
42.5.1	<b>Contractor:</b> ..... ..... ..... ..... Postal address: ..... ..... ..... Tel: ..... Fax: ..... E-mail: ..... TAX / VAT Registration No: ..... Physical address: ..... ..... .....
42.5.2	The accepted <b>contract sum</b> inclusive of <b>tax</b> is R.....  Amount in words:..... .....
42.5.3	The latest day of the month for the issue of an interim <b>payment certificate</b> :

[31.3]	.....															
42.5.4 [32.12]	The preliminaries amounts shall be paid in terms of: <b>Alternative A</b> <input type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/>															
42.5.5 [32.12]	The preliminaries amounts shall be adjusted in terms of: <b>Alternative A</b> <input type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/>															
42.5.7 [14]	<p>The <b>security</b> to be provided by the <b>contractor</b>:</p> <p>(a) in respect of contracts up to R1 million, the <b>contractor</b> will provide <b>security</b> in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the <b>contractor</b> will provide, as <b>security</b>, one of the following:</p> <table border="1"> <tr> <td>(1) cash deposit of 10 % of the <b>contract sum</b></td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> <tr> <td>(2) payment reduction of 10% of the value certified in the <b>payment certificate</b></td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> <tr> <td>(3) cash deposit of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b></td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> <tr> <td>(4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b></td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> </table> <p><b>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.</b></p>	(1) cash deposit of 10 % of the <b>contract sum</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(2) payment reduction of 10% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(3) cash deposit of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>							
(1) cash deposit of 10 % of the <b>contract sum</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>															
(2) payment reduction of 10% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>															
(3) cash deposit of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>															
(4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>															
42.5.8 [29.7.2]	The annual building holiday period after the commencement of the construction period: from ..... to .....															
42.6 42.6.1	<p><b>DOCUMENTS</b> Contract documents marked and annexed hereto:</p> <table border="1"> <tr> <td><b>Priced bills of quantities:</b></td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td><td>Document marked as .....</td></tr> <tr> <td><b>Lump sum document:</b></td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td><td>Document marked as .....</td></tr> <tr> <td><b>Guarantees:</b></td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td><td>Document marked as .....</td></tr> <tr> <td><b>Contract drawings:</b></td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td><td>Document marked as .....</td></tr> <tr> <td><b>Other documents</b></td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td><td>(attach additional pages if more space is required)</td></tr> </table>	<b>Priced bills of quantities:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as .....	<b>Lump sum document:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as .....	<b>Guarantees:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as .....	<b>Contract drawings:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as .....	<b>Other documents</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(attach additional pages if more space is required)
<b>Priced bills of quantities:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as .....														
<b>Lump sum document:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as .....														
<b>Guarantees:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as .....														
<b>Contract drawings:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as .....														
<b>Other documents</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(attach additional pages if more space is required)														



## **C2.2 PRELIMINARIES FOR INCLUSION IN BILLS OF QUANTITIES AND LUMP SUM DOCUMENTS BASED ON THE JBCC SERIES 2000 DOCUMENTATION**

# **BUILDING WORK**

## **C2.2 BILLS OF QUANTITIES & FINAL SUMMARY**

## **T2.2: RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES**



## T2.2a: RESOLUTION FOR SIGNATORY

Project Name:	APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING WORKS, INSTALLATIONS, REPAIR / MAINTAIN OF ELECTRICAL AND MECHANICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF 36 MONTHS
Tender No.	SCMU3-22/23-0685-NMA

### MUST BE ON COMPANY LETTERHEAD

#### A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example is given below:

"By resolution of the board of directors passed at a meeting held on \_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

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

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

WITNESSES:

1. \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

2. \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

## **T2.2b: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES**

<b>Project Name:</b>	<b>APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING WORKS, INSTALLATIONS, REPAIR / MAINTAIN OF ELECTRICAL AND MECHANICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF 36 MONTHS</b>
<b>Tender No.</b>	<b>SCMU3-22/23-0685-NMA</b>

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

\_\_\_\_\_

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

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

RESOLVED that:

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

\_\_\_\_\_

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

to the Eastern Cape Department of Health in respect of the following project:

\_\_\_\_\_

\_\_\_\_\_  
(Project description as per Bid /Tender Document)

Bid Number: \_\_\_\_\_ ( Bid Number as per Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign 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 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: \_\_\_\_\_

Fax number: \_\_\_\_\_

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			

Note:

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

ENTERPRISE STAMP

## T2.2n: RECORD OF ADDENDA TO TENDER DOCUMENTS

<b>Project Name:</b>	<b>APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING WORKS, INSTALLATIONS, REPAIR / MAINTAIN OF ELECTRICAL AND MECHANICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF 36 MONTHS</b>
<b>Tender No:</b>	<b>SCMU3-22/23-0685-NMA</b>

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	<b>Date</b>	<b>Title or Details</b>
<b>1.</b>		
<b>2.</b>		
<b>3.</b>		
<b>4.</b>		
<b>5.</b>		
<b>6.</b>		
<b>7.</b>		
<b>8.</b>		
<b>9.</b>		
<b>10.</b>		

Attach additional pages if more space is required.

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

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

Tenderer \_\_\_\_\_

\*This document must form part of the returnable schedules as it is referenced in the offer portion of the Form of Offer and Acceptance.

## T2.2p: SCHEDULE OF PLANT AND EQUIPMENT

<b>Project Name:</b>	<b>APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING WORKS, INSTALLATIONS, REPAIR / MAINTAIN OF ELECTRICAL AND MECHANICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF 36 MONTHS</b>
<b>Tender No:</b>	<b>SCMU3-22/23-0685-NMA</b>

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

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

<b>Quantity</b>	<b>Description, size, capacity, etc.</b>

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

<b>Quantity</b>	<b>Description, size, capacity, etc.</b>

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## T2.2r: COMPULSORY ENTERPRISE QUESTIONNAIRE

<b>Project Name:</b>	<b>APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING WORKS, INSTALLATIONS, REPAIR / MAINTAIN OF ELECTRICAL AND MECHANICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF 36 MONTHS</b>
<b>Tender No:</b>	<b>SCMU3-22/23-0685-NMA</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:** .....

**Section 3: CIDB/CRS registration number:** .....

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

<b>Name*</b>	<b>Identity number*</b>	<b>Personal income tax number*</b>

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

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

Company registration number .....  
...

Close corporation number .....  
...

Tax reference number .....  
...

**Section 6: 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, manager, 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 |                                                                                                                                                                                                                     |

- ☐ a member of the National Assembly or the National Council of Province  
☐ a member of the board of directors of any municipal entity  
☐ an official of any municipality or municipal entity  
☐
- ☐ a member of an accounting authority of any national or provincial public entity  
☐ an employee of Parliament or a provincial legislature

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

\*insert separate page if necessary

The undersigned, who warrants that he/she is duly 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.



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

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

Enterprise  
name \_\_\_\_\_

\* The schedule should be used where tenders are subject to the Local Government: Municipal Finance Management Act

## **T2.2u: CIDB GRADING CERTIFICATE – PROOF OF REGISTRATION**

<b>Project Name:</b>	<b>APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING WORKS, INSTALLATIONS, REPAIR / MAINTAIN OF ELECTRICAL AND MECHANICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF 36 MONTHS</b>
<b>Tender No:</b>	<b>SCMU3-22/23-0685-NMA</b>

Tenderers must attach a CIDB registration certificate as per F.2.1.1 of the Tender Data (T1.2)

## SBD 1: INVITATION TO BID – PART A

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EC DEPARTMENT OF HEALTH</b>					
BID NUMBER:	SCMU3-22/23-0685-NMA	CLOSING DATE: 09 February 2023		CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING WORKS, INSTALLATIONS, REPAIR / MAINTAIN OF ELECTRICAL AND MECHANICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF 36 MONTHS				
BRIEFING DATE	24 JANUARY 2023	BRIEFING VENUE & TIME	BEDFORD ORTHOPEDIC HOSPITAL @ 11:00		
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>Tender Box</b> <b>Nelson Mandela Academic Hospital</b> <b>Level 2 Administration Block</b> <b>Sisson street</b> <b>Fortgale, Mthatha</b>					
<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					
	TCS PIN:		<b>OR</b>	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
	NAME:				
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

I. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	II. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW ]
III. SIGNATURE OF BIDDER	.....	IV. DATE	
V. CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
VI. TOTAL NUMBER OF ITEMS OFFERED		VII. TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	ECDOH	CONTACT PERSON	047 505 2827
CONTACT PERSON	Mrs N Mfenguza	TELEPHONE NUMBER	047 505 2827
TELEPHONE NUMBER	047 502 4518/4488	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS	Nobuntu.mfenguza@echealth.gov.za		

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE</p>

PROOF OF TCS / PIN / CSD NUMBER.

- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

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

**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: .....

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

DATE:

.....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

- 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:

.....  
 .....

---

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

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:  
.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

## SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

<b>Project Name:</b>	<b>APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING WORKS, INSTALLATIONS, REPAIR / MAINTAIN OF ELECTRICAL AND MECHANICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF 36 MONTHS</b>
<b>Tender No:</b>	<b>SCMU3-22/23-0685-NMA</b>

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) The 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any



time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

#### 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

#### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

- ii) The name of the sub-contractor.....  
 iii) The B-BBEE status level of the sub-contractor.....  
 iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

### 8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium  
☐ One person business/sole propriety  
☐ Close corporation  
☐ Company  
☐ (Pty) Limited

[TICK APPLICABLE BOX]

### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
 .....

### 8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer  
☐ Supplier  
☐ Professional service provider  
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>	<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS.....</p> <p>.....</p> <p>.....</p>
------------------------------------------------	-----------------------------------------------------------------------------------------------------------------

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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) make 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 tenders 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> at no cost.**

- 1.6. A bid may be disqualified if 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:**

<b>No.</b>	<b>Description of services, works or goods</b>	<b>Unit (e.g. m<sup>2</sup>, m<sup>3</sup>, ton, etc.)</b>	<b>Quantity</b>	<b>Stipulated minimum threshold</b>
1	100x 75mm stainless steel brass butt hinge code 8352-100SS/2	No	14	100%
2	Waterbok handle on 150X45MM Presses backplate with anodized silver finish (code:AAL6W45-055AS)	No	18	100%
3	800 x 250 x 2mm thick brushed stainless steel kick plate( code; AL5089-250W)	No	8	100%
4	Overhead door closer (code: DC200) and silver cover EN2-4 sil including all necessary mounting brackets.	No	1	100%
5	Indicator Bolts	No	22	100%
6	Door Stop	No	19	100%
7	Franke Curvline CVN611 or other equal approved inset type sink and drainer unit,size 860X 435mm overall wit one bowl situated at one end without tapholes as code 310370,38mm PVC waste and plug with handle as code 302021 ,stainless steel dish drying rack as code 300701,stainless steel drainer tray as code 303315,spazio 1 plumbing kit as code 301152 and fitted into opening in worktop and sealed all round with anti fungicidal silicone sealant	No	5	100%
8	Star pillar tap code 505-21B in pairs of two	No	12	100%
9	28mm pipes suspended not exceeding 1m below suspension level	m	57	100%
10	Extra Over Plumbcrazy galvanized steel pipes for steel fittings	No	45	100%

**3. Does any portion of the goods or services offered have any imported content?  
(Tick applicable box)**

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

**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):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

- 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 AND PRODUCTION**



# **ANNEXURE C**

### Local Content Declaration - Summary Schedule

(C1)	Tender No.	SCMU5-20/21-NMAH				<b>Note:</b> VAT to be excluded from all calculations	
(C2)	Tender description:	MAINTENANCE AND REPAIRS CENTRAL HOSPITAL-( NMAH)					
(C3)	Designated product(s)	Steel Products and Components					
(C4)	Tender Authority:	Department of Health (OR Tambo Region)					
(C5)	Tendering Entity name:						
(C6)	Tender Exchange Rate:	Pula		EU		GBP	
(C7)	Specified local content %	100%					

		Calculation of local content						Tender summary				
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Unit of measurement	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)
	100x75mm Stainlesssteel brass buthinge code 8352-100SS/2							No	14			
	Waterbok handle on 150x45mm presses backplate with anodisedsilver finish(code:AAL6W45-05AS)including Euro Profile cylinder upright lock case(code:L-ZZ315-76SS)and 66mm Euro profile doublecylinder (code;2x19SCMKD)							No	18			
	800X250X2mm thick brushed staineel kick plate (code:AL5089-250W)							No	8			
	Overhead door closer (codeDC200) and Silver cover EN2-4sil including all necessary mouting brackets							No	1			
	Door Indicator Bolts							No	22			
	Door Stop							No	19			
	Franke Curvine CVN611 or other equal approved inset type sink and drainer unit,size 860X435 overall with on bowl situated at one end without tapholes as code 310370,38mm PVC waste and plug with handle as code300701,stainless steel drainer tray as code 3033315,Spazio 1 plumbing kit as code 301152 and fitted into opening in worktop and sealed all round with anti-fungicidal silicone sealant							No	5			
	Star pillar tap code 505-21B in pairs of two							No	12			
	28mm pipes suspended not exceeding 1m below suspension							No	57			
	Extra Over Plumbcrazy galvanised steel pipes for fittings							No	45			

# **ANNEXURE D**

## Annex D

## Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.		SC MU 5-21/22- NMAH		Note: VAT to be excluded from all calculations
(D2)	Tender description:		MAINTENANCE AND REPAIRS CENTRAL HOSPITAL-( NMAH)		
(D3)	Designated Products:		Steel products and components		
(D4)	Tender Authority:		Department of Public Works		
(D5)	Tendering Entity name:				
(D6)	Tender Exchange Rate:				
			Pula	EU	GBP

## A. Exempted imported content

## Calculation of imported content

## Summary

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost exd VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value

This total must correspond with Annex C - C 21

## B. Imported directly by the Tenderer

## Calculation of imported content

## Summary

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost exd VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer

## C. Imported by a 3rd party and supplied to the Tenderer

## Calculation of imported content

## Summary

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost exd VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party

## D. Other foreign currency payments

## Calculation of foreign currency payments

## Summary of payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content &amp; foreign currency payments - (D32), (D45) &amp; (D52) above

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date:

# **ANNEXURE E**

## Annex E

## Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	SCMUS 21/22-NMAH		
(E2)	Tender description:	MAINTENANCE AND REPAIRS CENTRAL HOSPITAL-( NMAH)	Note: VAT to be excluded from all calculations	
(E3)	Designated products:	Steel products and components		
(E4)	Tender Authority:	Department of Public Works (OR Tambo)		
(E5)	Tendering Entity name:			

  

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	100x75mm Stainlesssteel brass buthinge code 8352-100SS/2		
	Waterbok handle on 150x45mm presses backplate with anodisedsilver finish(code:AAL6W45-05AS)including Euro Profile cylinder upright lock case(code:L-22315-76SS)and 66mm Euro profile doublecylinder (code;2x19SCMKD)		
	800X250X2mm thick brushed stainlesssteel kick plate (code:AL5089-250W)		
	Overhead door closer (codeDC200) and Silver cover EN2-4sil including all necessary mouting brackets		
	Door Indicator Bolts		
	Door Stop		
	Franke Curvline CVN611 or other equal approved inset type sink and drainer unit,size 860X435 overall with on bowl situated at one end without tapholes as code 310370,38mm PVC waste and plug with handle as code300701,stainless steel drainer tray as code 3033315,Spazio 1 plumbing kit as code 301152 and fitted into opening in worktop and sealed all round with anti-fungicidal silicone sealent		
	Star pillar tap code 505-21B in pairs of two		
	28mm pipes suspended not exceeding 1m below suspension		
	Extra Over Plumbcrazy galvanised steel pipes for fittings		
	(E9) Total local products (Goods, Services and Works)		
(E10)	Manpower costs (Tenderer's manpower cost)		
(E11)	actory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)		
(E12)	Administration overheads and mark-u (Marketing, insurance, financing, interest etc.)		
		(E13) Total local content	
		This total must correspond with Annex C - C24	

  

Signature of tenderer from Annex B

Date:

## **T2.2: OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

### **T2.2g: BBEE Certificate or Sworn Affidavit**

<b>Project Name:</b>	<b>APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING WORKS, INSTALLATIONS, REPAIR / MAINTAIN OF ELECTRICAL AND MECHANICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF 36 MONTHS</b>
<b>Tender No:</b>	<b>SCMU3-22/23-0685-NMA</b>

Tenderers must attach BBEE Certificate or Sworn Affidavit as per clause F.2.23.1 of the Tender Data (T1.2)

### **T2.2y: Proof of Registration with Centralized Supplier Database**

<b>Project Name:</b>	<b>APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING WORKS, INSTALLATIONS, REPAIR / MAINTAIN OF ELECTRICAL AND MECHANICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF 36 MONTHS</b>
<b>Tender No:</b>	<b>SCMU3-22/23-0685-NMA</b>

### **Annexure A: Construction Programme**

<b>Project Name:</b>	<b>APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING WORKS, INSTALLATIONS, REPAIR / MAINTAIN OF ELECTRICAL AND MECHANICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF 36 MONTHS</b>
<b>Tender No:</b>	<b>SCMU3-22/23-0685-NMA</b>

Tenderers are required to submit a construction programme as per the requirements of clause F.3.11.1 of the Tender Data (T1.2). The construction programme must be attached to this Annexure A.

### **Annexure B: Company Experience**

<b>Project Name:</b>	<b>APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING WORKS, INSTALLATIONS, REPAIR / MAINTAIN OF ELECTRICAL AND MECHANICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF 36 MONTHS</b>
<b>Tender No:</b>	<b>SCMU3-22/23-0685-NMA</b>



Tenderers are required to submit proof of company experience as described in clause F.3.11.1 of the Tender Data (T.1.2). The portfolio of evidence must be distinguished between that submitted for projects awarded currently under construction and for those projects that are completed. Bidders shall note the requirements for projects awarded currently under construction and those that are completed as described in the functionality evaluation table in clause F.3.11.1.

## **VOLUME 3: CONTRACT**

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

## **C1.3: FIXED CONSTRUCTION GUARANTEE**

**C 1.3: FIXED CONSTRUCTION GUARANTEE-JBCC 2000  
PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)**

<b>Project Name:</b>	<b>APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING WORKS, INSTALLATIONS, REPAIR / MAINTAIN OF ELECTRICAL AND MECHANICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF 36 MONTHS</b>
<b>Tender No:</b>	<b>SCMU3-22/23-0685-NMA</b>

1. With reference to the contract between \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the "**contractor**") and the Eastern Cape Department of Health (hereinafter referred to as the "**employer**").  
Tender No. SCMU3.....: **APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING WORKS, INSTALLATIONS, REPAIR / MAINTAIN OF ELECTRICAL AND MECHANICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF 36 MONTHS**

in the amount of R \_\_\_\_\_,

\_\_\_\_\_ (in words), (hereinafter referred to as the **contract sum**.)

I/We, \_\_\_\_\_

in my/our capacity as \_\_\_\_\_ and hereby

representing \_\_\_\_\_ (hereinafter referred to as the "**guarantor**")  
advise that the **guarantor** hold at the **employer's** disposal the sum of

R \_\_\_\_\_, ( \_\_\_\_\_ )  
being **5%** of the **contract sum** (excluding VAT), for the due fulfilment of the contract.

2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia, non causa debiti; excussionis et divisionis*; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof i/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, during the period when the claim is received by the **guarantor**, on receipt of a written demand from the **employer** to do so, and which demand the **employer** may make if the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
6. This undertaking is neither negotiable nor transferable, and
- a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
  - b) shall lapse on the date of the last **certificate of practical completion**; and
  - c) shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_

**AS WITNESS**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

\_\_\_\_\_  
**By and on behalf of**

\_\_\_\_\_  
\_\_\_\_\_  
(insert the name and physical address of the guarantor)

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

**CAPACITY:** \_\_\_\_\_  
(duly authorized thereto by resolution attached marked Annexure A)

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **PART C2: PRICING DATA**

## **C2.1: PRICING INSTRUCTIONS**



## **C2.1: PRICING INSTRUCTIONS – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (March 2005 Edition)**

<b>Project Name:</b>	<b>APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING WORKS, INSTALLATIONS, REPAIR / MAINTAIN OF ELECTRICAL AND MECHANICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF 36 MONTHS</b>
<b>Tender No:</b>	<b>SCMU3-22/23-0685-NMA</b>

### **C2.1 Pricing Instructions**

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
  - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
  - b) mechanical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Mechanical Engineering Works.
  - c) electrical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Electrical Engineering Works.
- 2 The agreement is based on the JBCC Series 2000 Minor Works Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, May 2005. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the preliminaries for the use of JBCC Series 2000 – Third Addition – January. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 The bills of quantities forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, The Standard Conditions of Tender, Conditions

of Contract, Specifications, Drawings, “Department of Public Works: Specifications of Materials and Methods to be used – PW371” and all other relevant documentation.

- 8 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
- 9 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities
- 10 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.
- 11 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 12 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
- 13 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
  - a) an amount which is not to be varied, namely Fixed (F)
  - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
  - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 14 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
  - a) 10 percent is Fixed;
  - b) 15 percent is Value Related
  - c) 75 percent is Time Related.
- 15 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 16 The tender price must include Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

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

## **C3.1: SCOPE OF WORKS**

### C3.1: SCOPE OF WORKS

<b>Project Name:</b>	<b>APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING WORKS, INSTALLATIONS, REPAIR / MAINTAIN OF ELECTRICAL AND MECHANICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF 36 MONTHS</b>
<b>Tender No:</b>	<b>SCMU3-22/23-0685-NMA</b>

#### DESCRIPTION OF THE WORKS

##### EMPLOYER'S OBJECTIVES

Maintenance and Repairs to Bedford Hospital

##### OVERVIEW OF THE WORKS

Repairs and Maintenance including Alterations ,Carpentry and joinery,ceilings,Floor covering,Ironmongery,Plastering,Tiling,Plumbing and Drainage,Glazing and Paintwork

##### EXTENT OF THE WORKS

New floor coverings,Internal Paintwork,Replacement of Ironmongery,New Sanitary Fittings,Repairs of broken glazing,Wall tile and Floor tiles,Repairs of ceilings

##### LOCATION OF THE WORKS

Bedford Orthopedic Hospital, Bedford Farm, Mthatha

##### TEMPORARY WORKS

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

##### DRAWINGS

N/A

##### PROCUREMENT

Preferential procurement procedures Requirements; resource standard pertaining to targeted procurement

Subcontracting Scope of mandatory subcontract works; preferred subcontractors/suppliers; subcontracting procedures; attendance on subcontractors

##### CONSTRUCTION

Works specifications Applicable SANS 2001 standards; applicable national and international standards; particular/generic specifications; certification by recognized bodies; and Agrément certificates

Plant and materials Plant and materials supplied by the employer; materials, samples and shop drawings

Construction Equipment Requirements for equipment; equipment provided by the employer

Existing services Known services; treatment of existing services; use of detection equipment for the location of underground services; damage to services; reinstatement of services and structures damaged during construction

Site establishment Services and facilities provided by the employer; facilities provided by the contractor; storage and laboratory facilities; other facilities and services; vehicles and equipment; advertising rights and notice boards.

Site usage -

Permits and way leaves -

Alterations, additions, extensions and modifications to existing works -

Inspection of adjoining properties -

Water for construction purposes -

Survey control and setting out of the works -

## **MANAGEMENT**

Management of the works - Applicable SANS 1921 standards; particular /generic specifications; planning and programming; sequence of the works; software application for programming; methods and procedures; quality plans and control; environment; accommodation of traffic on public roads occupied by the contractor; other contractors on site; testing, completion, commissioning and correction of defects; recording of weather; format of communications; key personnel; management meetings; forms for contract administration; electronic payments; daily records; bonds and guarantees; payment certificates; permits; proof of compliance with the law; insurance provided by the employer

Health and safety - Health and safety requirements and procedures; protection of the public; barricades and lighting; traffic control on roads; measures against disease and epidemics and aids awareness

## **C3.2 HEALTH AND SAFETY SPECIFICATION**

# OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENTAL SPECIFICATION

**PROJECT DESCRIPTION:** .....

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	<b>CEO (16.1 APPOINTEE):</b>	
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	<b>E-MAIL ADDRESS:</b>	
	<b>SIGNATURE:</b>	



## General Notification

This document forms an integral part of the Contract Specification and, in particular, shall constitute the Client's (DPWI) Occupational Health, Safety & Environmental (SHE) Specification, as required by the Construction Regulations, 2014, as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993). The Specification shall furthermore be applied for the management of Mandatories performing activities for or on behalf of Department of Public Works & Infrastructure (DPWI), irrespective whether the contract work constitutes construction work or not.

## Acknowledgements

This Occupational Health, Safety & Environmental (SHE) Specification was developed by the internal OHS Official for the sole use by Department of Public Works & Infrastructure (DPWI). The issue date of this SHE Specification is **17 August 2022**.

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## ABBREVIATIONS

Abbreviation	Description
CR	Construction Regulations
COID	Compensation for Occupational Injuries and Diseases
DoL	Department of Labour
GAR	General Administrative Regulations
GSR	General Safety Regulations
HCS	Hazardous Chemical Substances
HIRA	Hazard Identification and Risk Assessment
DPWI	Department of Public Works & Infrastructure
MSDS	Material Safety Data Sheet
OHS	Occupational Health and Safety
PPE	Personal Protective Equipment
SANS	South African National Standards
SABS	South African Bureau Standard
SHE	Safety, Health & Environment

## DEFINITIONS

Word/Phrase	Definition
<b>WCL 1”, “WCL 2” and “WCL 22”</b>	Means the prescribed forms for reporting of incidents and occupational diseases referred to in the Compensation for Occupational Injuries and Diseases Act.
<b>Competent Person</b>	A person who has in respect of the work or task to be performed the required knowledge, training, experience and, where applicable, qualifications specific to that work or task: provided that where appropriate, qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, (Act 67 of 2000).
<b>Construction work</b>	Any work in connection with: a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure b) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work
<b>Contractor</b>	Any organization, person, entity performing activities for or on behalf of DPWI
<b>Corrective Action</b>	Action to eliminate the cause of a detected nonconformity or other undesirable situation.
<b>Employee</b>	Any person who is employed by or works for an employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person.
<b>Employer</b>	Any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in section I (1) of the Labour Relations Act, 1956 (Act No. 28 of 1956).
<b>Hazard</b>	Means a source of or exposure to danger.
<b>Hazard identification</b>	The identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed.
<b>Incident</b>	Means an incident as contemplated in section 24 (1) of the OHS Act 85 of 1993.

<b>Machinery</b>	means any article or combination of articles assembled, arranged or connected and which is used or intended to be used for converting any form of energy to performing work, or which is used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, containing, confining, transforming, transmitting, transferring or controlling any form of energy.
<b>Mandatory</b>	Includes an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or a user.
<b>Medical surveillance</b>	Means a planned programme or periodic examination (which may include clinical examinations, biological monitoring or medical tests) of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner.
<b>Method Statement</b>	A document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment.
<b>Principal Contractor</b>	Any employer who performs work and is appointed by the Client to be in overall control and management of the contract work (inclusive of Mandatories).
<b>SHE File</b>	A file or other record in permanent form, containing the information required as contemplated in the S.H.E Specification Document and legal requirements applicable to work activities.
<b>SHE Plan</b>	A documented plan which seeks to address all hazards identified means and ways to control and eliminate such to ensure compliance to the S.H.E Specification.

## 1. INTRODUCTION

In terms of Section 37 of the Occupational Health and Safety Act (Act no. 85 of 1993), Department of Public Works & Infrastructure is required to control persons/organizations conducting activities for or on their behalf (Mandatories) and the Construction Regulations promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993), is requiring DPWI to compile an occupational health and safety specification for any intended project classified as construction work and to provide the specification to prospective tenderers/Mandatories.

The dual objective of this specification is to ensure that the Mandatories and Principal Contractors (herein after called Principal Contractor (including Mandatories)) entering into a contractual agreement/relationship with Department of Public Works & Infrastructure achieves and maintains an acceptable level of occupational health, safety and environmental performance whilst conducting activities to perform the contract work.

This document forms an integral part of the Contract Specification and, in particular, shall be the Occupational Health, Safety and Environmental (SHE) Specification for Construction Work. The principal and other contractors shall ensure that this specification is included with any contract/s that they may have with other contractors and/or suppliers that are engaged for the provision of labour, goods or services for this project. The Principal Contractor and its Contractors shall furthermore implement any reasonable practicable means to ensure compliance to this Occupational Health, Safety and Environmental (SHE) Specification and any other applicable legislation on their organization and/or activities performed by or for them. This SHE Specification will be read in conjunction, where issued and applicable, with the Environmental Specification issued for listed activities requiring environmental authorization by a relevant authority.

***Compliance with this SHE specification does not absolve the Principal Contractor from complying with any other applicable minimum legal requirement and the Principal Contractor remains responsible for the sustainable integrity of the environment and the health and safety of its employees, mandatories as well as any persons affected by activities conducted for or on behalf of Department of Public Works & Infrastructure.***

### 1.1. DPWI's commitment to Occupational Health, Safety & Environmental (SHE) Management

Department of Public Works & Infrastructure is committed to responsible occupational health, safety and environmental management. This commitment is essential to protect the environment, employees, Mandatories, visitors and provide a work environment conducive to health and safety. Principal Contractors and their Contractors shall demonstrate their commitment and concern by:

- Ensuring that decisions and practices affecting occupational health, safety and environmental performance are consistent with the issued SHE specification;
- Ensuring adequate resources are made available for the effective implementation of occupational health, safety and environmental control and mitigation measures;
- Participating in hazard identification and risk assessments and design safety reviews;
- Communicating occupational health, safety and environmental management processes, strategies and control measures with all levels of employees, contractor and/or visitors;
- Promoting and enforcing the use of correct types of Personal Protective Equipment (PPE);
- Reporting and investigation of incidents and accidents and ensuring actions are identified and implemented to prevent similar types of incidents reoccurring;
- Participating in Client audits and meetings and ensuring required actions are implemented within reasonable time frames on the site/project;
- Recognizing and commending safe work practices and coaching employees who require guidance;
- Applying and enforcing consequence management from deviations and transgressions of/from compliance to this SHE Specification noted and/or observed, where applicable;
- Carrying out safety observations, implement corrective and preventative actions and giving immediate feedback;
- Encouraging employee participation in the formulation of work instructions and safety rules.

## **1.2. Scope of the Occupational Health, Safety and Environmental (SHE) Specification**

The scope of this Occupational Health, Safety and Environmental (SHE) Specification is to address the reasonable and foreseeable aspects of occupational health, safety and environmental management, which will be affected by the contract work.

The specification will provide the requirements that the Principal Contractor and other Contractors shall comply with in order to reduce the risks associated with the contract work, and that may lead to incidents causing injury and/or ill health or degradation of the environment, to a level as low as reasonably practicable and possible.

In particular, Department of Public Works & Infrastructure will ensure that it shall not appoint any Principal Contractor unless it is reasonably satisfied that the contractor which it intends to appoint has the necessary competencies and resources to carry out the work safely.

## **1.3. Omissions from SHE Specification**

Where any omission from the SHE Specification is identified, applicable legal requirements will constitute the minimum standard for compliance to the relevant omission. The responsibility will be on the Principal Contractor to provide assurance to Department of Public Works & Infrastructure on compliance to the applicable legal requirements related to the activity/task/or process.

## **1.4. Change Management**

Whenever Department of Public Works & Infrastructure identifies the need to change or review the SHE Specification, approved changes and revisions will be communicated to the Principal Contractor. A cost analysis on the implementation of the proposed changes/revisions will be calculated through a collaborative processes between Department of Public Works & Infrastructure and the Principal

Contractor – where the approved changes and/or revisions has no cost implication for the Principal Contractor the Principal Contractor will be required to accept the approved changes/revisions and ensure implementation within the SHE Plan/File framework.

## **2. OVERVIEW OF CONTRACTOR MANAGEMENT PROCESS**

- The contractor management process consists of the following phases:
  - Tender briefing and tender documentation;
  - Competency evaluation of Principal Contractors (integrated into Supply Chain Management processes);
  - Appointed contractor to attend SHE system induction;
  - Preparation of SHE File by Principal Contractor;
  - Evaluation of SHE File;
  - Principal Contractor engagement phase;
  - Project close-out and submission of consolidated Health & Safety File.

## **3. SHE DOCUMENTATION**

### **3.1. Safety file**

The Principal Contractor will prepare a SHE File containing the processes/procedures and templates to be applied during the project period for the scope of work. The Principal Contractor will be evaluated during the contract period against the submitted SHE File.

At a minimum the SHE File will contain the following documentation:

- Notification of construction work to the relevant Department of Labour (stamped on each page/no faxed copies);
- Scope of work to be performed;
- Personnel list (Principal Contractor employees);
- OH&S / SHE Policy and other Policies;
- Updated copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations; COID Act.
- Proof of valid registration and good standing with the Compensation Commissioner or another licensed Insurer;
- SHE Plan agreed with Department of Public Works & Infrastructure.
- Approved risk assessments, review and monitoring plans and safe work procedures (method statements);
- Demolition Methodology
- A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor;
- All written designations and appointments for project scope of work (CV and competency copies);
- Management structure (inclusive of OH&S responsibility & meeting structure);
- Induction training and site SHE rules;
- Occupational health and safety training matrix /plan;
- Arrangements with contractors and/or mandatories;
- Description of security measures;
- The following registers (as applicable to contract scope of work):
  - Accident and/or incident notifications, investigation & control register;
  - Occupational health and safety representatives inspection register;
  - Toolbox talks pro-forma;
  - Fall protection inspections template;
  - First-aid box content template;

- Record of first-aid treatment template;
- Fire equipment inspection and maintenance template;
- Ladder inspection template;
- Machine safety inspections template (including machine guards, lock-outs etcetera);
- Inspection templates for lifting machines and –tackle (including daily inspections by drivers/operators);
- Inspection templates of scaffolding;
- Inspections templates of structures;
- Templates of issuing of Personal Protective Equipment;
- Monthly reporting and recording of statistics templates;
- Keeping of any other record in terms of applicable legislation falling within the scope of SHE Legislation applicable to the project and the Principal Contractor/Contractor's activities and organization.
- Emergency preparedness and response programmes;
- Medical examination tests
- Covid-19 Management Plan

### **3.2. Principal contractor appointment**

- The principal contractor will be appointed in terms of Construction Regulations 2014, Reg 5(1) k
- All responsibilities imposed on the contractor by the Regulations will be applicable
- The duties will include:
  - a) Prepare a site specific SHE file based on client SHE specification and project scope.
  - b) Have an updated Letter of Good standing.
  - c) Ensure the necessary legal appointment letters are compiled and signed by affected parties.
  - d) Ensure SHE file submitted before work commences to DPWI for evaluation and approval.
  - e) Must ensure an organizational medical programme for its employees is in place. This must address pre-employment, periodic examination, and exit examinations.
  - f) Ensure all employees undergo medical examination and are declared fit for the job they are employed for by a Medical Practitioner.
  - g) All employees undergo his control undergo company specific induction and DPWI induction.
  - h) Ensure before work commences employees are trained on the health and safety risks associated with the work they are conducting.
  - i) Ensure employees are trained on company procedures, policies, method statements and informed of the DPWI SHE requirements as per the specification.
  - j) Ensure legislative requirements are complied with during the duration of the contract and ensure that their employees comply also.
  - k) Sign the 37 (2) Agreement between DPWI and themselves before any work commences and kept on their SHE file.
  - l) Ensure that 37(2) Agreement(s) are signed between themselves and their sub-contractors.
  - m) Ensure that sub-contractors have valid Compensation Commissioner Letter of Good Standing.
  - n) Have a disciplinary procedure to address those found to be transgressing requirements of SHE specification, SHE plan, site rules or any other OHS act and its Regulation requirement.
  - o) Prevent any employee or visitor who is under the influence of any alcohol or drugs (in state of intoxication) from being allowed to site.
  - p) Ensure the safety of employees who are taking legal medication.
  - q) Must hand over a consolidated SHE file at the end of the contract.
  - r) Stop his/her employees who are doing unsafe acts or who are creating an unsafe environment.

- s) Investigate all incidents and report to DPWI and ensure all reportable incidents as per the legislative requirement are complied with.
- t) Ensure work is supervised by competent personnel and that work is done by competent employees.
- u) Ensure pre-task risk assessment is done by a competent person and that employees are informed of the pre-task risks and the risk control measures.
- v) Ensure tool box talks are conducted to communicate SHE issues in connection to the work being done and any other aspects.
- w) Ensure that appointed personnel as per the SHE file are executing their duties as per the legal appointment.
- x) Ensure first aid kit is made available in case of any emergency.
- y) Ensure that housekeeping is maintained in good condition and that materials are store/stacked properly in designated areas.
- z) Have sufficient waste receptacles and ensure the correct disposal of the different wastes.
- aa) Proof of hazardous waste disposal to be requested from disposal site and to be kept inside SHE file.
- bb) Take reasonable steps to ensure that each appointed sub-contractor health and safety plan is implemented and maintained on the site and SHE File documentation is up to date.
- cc) Stop any work from being executed which is not in accordance with the client's health and safety specification and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons.
- dd) Must maintain an up to date list of all the sub-contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done; and
- ee) Ensure that all his or her employees have a valid medical certificate of fitness.

### **3.3. Agreement with Mandatory (37.2)**

- DPWI will enter into a 37(2) Agreement with all the appointed contractors
- A copy of the 37(2) Agreement must be kept in the SHE file of the contractor at all times.
- It is the responsibility of the contractor to ensure that there are 37(2) agreements between themselves and all their appointed sub-contractors.

### **3.4. Safety, Health & Environmental Plan**

- The contractor shall prepare a SHE plan to address and manage all applicable sources of risk that are identified during the execution of the project. The SHE plan shall incorporate the requirements as listed in the SHE specification.
- A copy of the SHE plan shall be submitted together with SHE file for review and approval.
- It is the contractor responsibility to ensure they sub-contractor compiles a SHE plan that in line with the SHE specification requirement of DPWI.

### **3.5. Legislative Framework**

All contractors shall comply with legislation pertaining to this contract, including but not limited to:

- Constitution of the Republic of South Africa
- Occupational Health and Safety Act and its associated Regulations
- National Environmental Management Framework Legislation
- National Road Traffic Act
- Applicable South African National Standards (SANS)
- Compensation of Occupational Injuries and Diseases Act (COIDA)
- Local Government by-laws and provincial ordinances

### **3.6. SHE Policy**

A SHE policy is a statement of intent and a commitment by the organization Chief Executive or Managing Director (OHS Act 16(1) appointee) in relation to requirements applicable to their Safety, Health and Environmental legal obligation, relevant SHE roles and responsibilities, and contractual obligations to the Client.

- The contractor and their sub-contractor companies shall each have a documented SHE Policy authorized by their Chief Executive/Managing Director (OHS Act Section 16 (1) Appointee). The SHE Policy must meet the following minimum requirements;
- Organizational Mission and Goal.
- State the overall SHE objectives within the project.
- Show commitment to the prevention of injuries and ill-health.
- Show commitment to the protection of environment and the conservation of natural resources.
- Must be reviewed at predetermined intervals, or when there is change in work process, serious incident occurs.
- The SHE Policy must be in line with OHSAS 18001 and ISO 14001 requirements and guidance documentation.
- Must be authorized by contractor CEO.
- 2.7 Appointments and competencies
- The contractor and its appointed sub-contractor must make the relevant legislative and non-statutory appointments, which must be maintained valid for the entire contract duration.
- All appointees shall be suitably trained and certified competent for the responsibilities they are assigned for.
- Copies of all relevant appointments and the relevant competence certificates must be kept in the relevant SHE file.

### **3.7 Supervision of Construction Work**

- The principal contractor shall ensure that the construction manager and construction health and safety officer are appointed for a single site on a full time basis.
- DPWI should be informed in writing of the absence of the above-mentioned on site.

### **3.8. Insurances**

- The principal contractor and all his appointed contractors shall be registered with an appropriate compensation commissioner and have available a valid letter of good standing at all times.
- The obligation lies with the contractor to ensure that the Letter of Good Standing remains valid throughout the entire duration of the project.
- A copy of the said letter must be filed in all SHE files and made available during inspections and audits.

### **3.9. Costing for SHE**

The contractor is responsible for ensuring that SHE costing is taken into consideration for the entire project/contract as this will ensure they comply with the SHE legislative requirements.



### **3.10. Notification of construction work**

- The Principal Contractor shall, before carrying out any work, notify the relevant Department of Labour of the intention to carry out construction work and use the form (Annexure 2 in the Construction Regulations 2014) for this purpose.
- Only a certified copy stamped (each page) by the Department of Labour will be acceptable. No faxed or emailed notifications will be accepted.
- No work shall commence before the Principal Contractor has submitted notification of construction work to the relevant Department of Labour.
- Department of Public Works & Infrastructure will not approve the SHE File if no original stamped/certified copy of the notification of construction work has been done.

### **3.11. ORGANISATIONAL STRUCTURE**

- The contractor shall develop and submit together with SHE file an organizational organogram related to the contractor, listing all the levels of responsibility from the Chief Executive down to the supervisor(s) responsible for the project.
- The organogram diagram must list all relevant positions, names of appointees and legal appointments.
- The contractor is responsible for updating the organogram timeously when there are changes to the appointments.
- All appointed sub-contractors are also required to compile their own organograms.

## **4. COMMITMENT TO SHE MANAGEMENT**

- Visible commitment is essential to providing a safe working environment.
- Managers, supervisors and employees at all levels must demonstrate their commitment by being proactively involved in the day to day SHE operations.
- Legislation requires that each employee takes reasonable care of themselves and their fellow workers

## **5. HAZARD IDENTIFICATION AND RISK ASSESSMENT (HIRA)**

Annexure 1: List of possible hazards emanating from projects and activities conducted for or on behalf of DPWI includes an assessment of site specific health and safety hazards and risks and environmental aspects and impacts that have been identified by DPWI as possibly applicable to the contract work for this project. It is by no means exhaustive and is offered as assistance to the tenderers and contractors.

### **5.1. Development of risk assessments**

Every Contractor performing construction work shall, before the commencement of any construction work or work associated with the construction work, and during construction work, ensure that a risk assessment is undertaken by a competent person, appointed in writing, and the risk assessment shall form part of the SHE plan to be applied on the site. Risk assessments shall identify occupational health and safety hazards and risks and environmental aspects and impacts emanating from the activity to be performed by the Principal Contractor / Contractor.

The risk assessment (inclusive of impact assessment) shall include (at a minimum):

- Identification of the relevant DPWI Project with regard to SCMU Number, Project name and area;
- Date on which risk assessments were conducted / reviewed;
- The identification of the risks / hazards and aspects / impacts to which persons may be exposed to per activity;

- The analysis and evaluation of the risks / hazards and aspects / impacts identified;
- Existing control measures and proposed corrective measures;
- A plan to review the risk assessments as the work progresses and changes are introduced;
- Identification of significant risks (e.g. high; exceeding 75%);
- A documented plan of Safe Working Procedures (SWP)', and its relevance to the risk assessment, inclusive of method statements, to mitigate, reduce or control the risks and hazards that have been identified;
- A plan to monitor the application of the Safe Working Procedures (SWP);
- Signature of appointed competent person conducting risk assessment; and
- Signature of approval by Principal Contractor management and employees involved in risk assessment.

Based on the risk assessments, the Principal Contractor must develop a set of site-specific occupational SHE rules that will be applied to regulate the health, safety and environmental hazards/aspects of the construction work.

The risk assessments, together with the site-specific occupational health and safety rules, must be submitted to DPWI before mobilisation on site commences. These will be included in the SHE plan. The Contractor shall ensure through his risk management process the hierarchy of controls stipulated as follows, are implemented:

- **Eliminate** - The complete elimination of the hazard.
- **Substitute** - Replacing the material or process with a less hazardous one.
- **Redesign** - Redesign the equipment or work process.
- **Separate** - Isolating the hazard by guarding or enclosing it.
- **Administrate** - Providing control such as training, procedures etc.
- **Personal Protective Equipment (PPE)** - Use of appropriate and properly fitted PPE where other controls are not practical. **(PPE as the last resort)**

The Principal Contractor will be required to carry out the following three forms of risk assessment:

- Baseline risk assessment;
- Issue based risk assessment;
- Continuous risk assessments.

## 6. SAFE WORK PROCEDURES/METHOD STATEMENTS

Method statements or written safe work procedures shall be documented for all high risk activities:

- Design change or scope change/addition
- Change in job or task
- Introduction of new machinery, equipment or substance.

Method statements or written safe work procedures shall identify following:

- Tasks that are to be undertaken
- The hazards and associated risks of the task(s)
- The control measures for the task(s)
- The equipment and substances that are associated with task(s)
- Any training or qualification needed to do the task
- Personal protective equipment to be worn.

## **7. INCIDENT & ACCIDENT MANAGEMENT**

### **7.1. Reporting of accidents and incidents**

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he:

- Dies
- Becomes unconscious
- Loses a limb or part of a limb
- Is injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he was usually employed

Or where -

- A major incident occurred
- The health or safety of any person was endangered
- Where a dangerous substance was spilled
- The uncontrolled release of any substance under pressure took place
- Machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- Machinery ran out of control

to DPWI within two days and to the Provincial Director of the Department of Labour within seven days from date of incident (Section 24 of the Occupational Health and Safety Act (Act no. 85 of 1993) and General Administrative Regulations), except that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both DPWI and the Provincial Director of the Department of Labour forthwith by telephone, telefax or e-mail.

- All other reports required by this specification must also be completed. Reporting of accidents / incidents to DPWI will be on the prescribed format.
- The Principal Contractor is required to provide DPWI with copies of all statutory reports required in terms of the Occupational Health and Safety Act (Act no. 85 of 1993) within 7 days of the incident occurring.
- The Principal Contractor is required to provide DPWI with copies of all internal and external accident/incident investigation reports, within 7 days of the incident occurring.

### **7.2. Accident and incident investigation**

- The Principal Contractor is responsible for the investigation of all accidents and/or incidents where employees and non-employees were injured to the extent that they had to receive medical treatment other than first aid.
- The results of the investigation are to be entered into the accident and/or incident register. The Principal Contractor is responsible for the investigation of all incidents, including those described in Section 24 (1) (b) and (c) of the Occupational Health and Safety Act (Act no. 85 of 1993) and for keeping a record of the results of the investigations including the steps taken to prevent similar accidents in future.

- The Principal Contractor is responsible for the investigation of all road traffic accidents, related to the construction activities, and for keeping a record of the results of the investigations including the steps taken to prevent similar accidents in future.
- DPWI reserves the right to hold its own investigation into an incident or call for an independent external investigation.

### **7.3 Close-out**

- All incident investigation reports will be closed out once all the recommendations to prevent further incidents have been implemented.
- A copy of the investigation report must be handed to DPWI Safety Officer conducting the investigation.

## **8. MEDICAL SURVEILLANCE**

- The Principal Contractor shall ensure that a medical surveillance programme is implemented for all employees.
- An initial health evaluation shall be carried out by an occupational health practitioner immediately, before or within 14 days after a person commences employment, where any exposure exists or may exist, which comprises:
  - an evaluation of the employees medical and occupational history;
  - a physical examination; and
  - any other essential examination which in the opinion of the occupational health practitioner is desirable in order to enable the practitioner to do a proper evaluation.
- Medical surveillance and immunisation shall be done accredited at/or by institutions or occupational health personnel, including, but not limited to:
  - Audiograms; cardio-respiratory examination / Lung function test; Chest X-rays; Eye/ sight tests.; a general physical examination; A review of previous medical history; Glucose levels; blood pressure.
- An entry medical certificate shall be obtained for all workers prior to commencing with site activities from approved medical institution. Copies of all medical certificates shall be retained in the SHE File prior to site establishment and before an employee is allowed to come onto site.
- Specific attention shall be given to the physical and psychological fitness of people who will be required to work in elevated positions and operators of mobile machinery.
- An exit medical certificate shall be obtained for all workers at the end of the contract and for all workers who leave the employment of the Contractor before the end of the Project. Copies of all exit medical certificates shall be submitted to the DPWI Project Specialist or Appointed OHS Agent.

## **9. EMERGENCY MANAGEMENT**

The Principal Contractor must appoint a competent person to act as emergency controller and/or coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that DPWI may have in place.

In the event where a contractor incorporates the services of a 3rd party service provider for the provision of Emergency Response Services, the following criteria must be met:

- Identification of 3rd party emergency response services (organization & contact details);

- Notification of contractor to 3rd party emergency response service of incorporation of services into contractor's emergency response plan (written agreement/signed letter).

The Principal Contractor and the other contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

#### **First-aid**

- The Principal Contractor must provide first-aid equipment (including a stretcher) and have qualified first-aiders on site as required by General Safety Regulations promulgated in terms of the Occupational Health and Safety Act (Act no. 85 of 1993).
- The contingency plan of the Principal Contractor must include arrangements for the speedy and timeous transporting of injured and/or ill person(s) to a medical facility or of getting emergency medical aid to person(s) who may require it.
- The Principal Contractor must have written arrangements in place with his other contractors regarding the responsibility of the other contractors towards their own injured and/or ill employees.

### **10. SAFETY, HEALTH & ENVIRONMENT TRAINING**

All employees in jobs requiring training in terms of the Occupational Health and Safety Act (Act no 85 of 1993) and any other applicable legislative requirements are to be in possession of valid proof of training. Other occupational health, safety and environmental training requirements of the Occupational Health and Safety Act (Act no 85 of 1993) and Construction Regulations can include:

- General induction;
- Site and job specific induction, including visitors;
- Occupational health and safety representatives;
- Training of the legal and nominated appointees;
- Operators and drivers of construction vehicles and mobile plant;
- Basic fire prevention and protection;
- Basic first-aid;
- Storekeeping methods and safe stacking; and
- Emergency planning and coordination
- Incident investigation
- Risk Assessment
- Planned job observations (supervisors)

All operators, drivers and users of construction vehicles, mobile plant and other equipment are to be in possession of valid proof of training and, where applicable, valid licenses.

#### **10.1. General Job training**

The contractor is required to ensure that before an employee commences work their direct supervisor or line manager who is responsible for the employee has informed the employees of his scope of authority, hazards and risks associated with the work to be performed as well as the safety control measure(s). This will involve discussion in connection with any work standard, job description or company policy or procedure.

#### **10.2 Awareness and promotion**

The Principal Contractor is required to have a promotion and awareness programme in place to create an occupational health and safety culture within employees. The following are some of the methods that may be used:

- Toolbox talks;
- Posters;
- Videos;
- Competitions;
- Suggestion schemes;
- Participative employee activities such as “occupational health and safety circles”.

The Principal Contractor is, at a minimum, required to provide awareness programmes to employees on the following:

- General Health and Safety Awareness
- Environmental Awareness;
- HIV / AIDS awareness.

### **10.3 General competence requirement**

The Principal Contractor shall ensure that his personnel and other contractors’ personnel are trained and competent to carry out work safely and without risk to health has been completed before work commences.

The Principal Contractor shall ensure that follow-up and refresher training is conducted as the work progresses and whenever the scope or nature of the work changes.

Where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training.

It is the responsibility of the Contractor to determine whether any appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act.

Records of all training must be kept in the SHE File. The contents of the file will be audited from time to time.

At a minimum, the Principal Contractor will provide training on Safe Work Procedures / Safe Operating Standards to personnel responsible for performing the related task.

Records of training on Safe Work Procedures / Safe Operating Standards will be retained.

Competence and skill levels by the employees responsible for performing the task on the implementation of the Safe Work Procedures / Safe Operating Standards will be measured through Planned Job Observations.

### **10.4 Site-specific induction training**

The Principal Contractor will be required to develop a project specific induction-training course based on the baseline risk assessment for the contract work.

He will ensure that all his employees and other contractors and their employees have received training on the submitted induction-training programme.

All employees of the principal and other contractors are to be in possession of proof (on person) that they have attended a site-specific occupational health and safety induction-training course.

No contractor shall allow or permit any employee, visitor or any other person to enter the site, unless such employee or person has undergone health, safety and environmental induction training pertaining to the hazards prevalent on the site at the time of entry.

Where the Principal Contractor is required to operate within DPWI the Principal Contractor will ensure that all employees undergo the DPWI induction.

## **11. PPE REQUIREMENTS**

- The Principal Contractor is required to continuously identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

- The Principal Contractor will establish a Personal Protective Equipment Policy and a Personal Protective Equipment study will be conducted to determine the types of Personal Protective Equipment (PPE) to be supplied related to the hazards and risks emanating from the tasks.
- Cognisance shall be given to the gender of individuals required to wear PPE; size required by the employee and size issued.
- Personal protective equipment should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of personal protective equipment is considered.
- Where it is not possible to create an absolutely safe and healthy workplace the Principal Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.
- It is a further requirement that the Principal Contractor maintains the equipment, instructs and trains the employees in the use of the equipment and ensures that the employees use the prescribed equipment.
- Employees do not have the right to refuse to use and/or wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear the prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition(s) for which the equipment was prescribed. An alternative solution has to be found that may include relocating the employee.
- The Principal Contractor may not charge any fee for protective equipment prescribed by him but may charge for equipment under the following conditions:
  - Where the employee requests additional issue in excess of what is prescribed;
  - Where the employee has patently abused or neglected the equipment leading to early failure; and
  - Where the employee has lost the equipment.
  - All employees shall, as a minimum, be required to wear the following personal protective equipment on any DPWI's projects:
    - Protective overalls;
    - Protective footwear;
    - Protective headwear; and
    - Eye, face and ear protection.
    - **NO SHORTS OR DRESSES WILL BE ALLOWED ON SITE!!!**

All Personal Protective Equipment will clearly display the branding components of the Principal Contractor's organization (e.g. Name of Organization, logo).

## 12. DISCIPLINARY PROCESSES

- The contractor is required to implement disciplinary process in order to enforce compliance with requirements.
- All sub-contractors are required to have the same.

## 13. SITE RULES

- The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction.

- When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

#### **14. PUBLIC HEALTH AND SAFETY**

The Principal Contractor is responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from the construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes:

- Non- employees entering the site for whatever reason;
- The surrounding community; and
- Passers-by the site.
- The Principal Contractor shall organize the site in such a manner that pedestrians and vehicles can move safely and without risks to health, including sufficient and suitable traffic routes and safe walkways with relevant signage.
- Appropriate signage must be posted to this effect and all employees on site must be instructed to ensure that non-employees are protected at all times.
- All non-employees entering the site must receive induction into the hazards and risks of the site and the control measures to be observed.
- The Principal Contractor shall recognize that the Community Liaison Officer (CLO) is the link between DPWI and the community and provide all reasonable support to the Community Liaison Officer to ensure relevant responsibilities are fulfilled and positive relationships with the community are maintained.
- Where activities are performed close to public routes, the Principal Contractor will establish a traffic management plan incorporating the requirements of relevant by-laws. At a minimum, barricading, warning signage and flagmen will be provided to ensure the protection of workers from vehicles in transit. Where required, the Principal Contractor will interact with the local traffic department to establish minimum requirements to be implemented on public routes.

#### **15. REFUSAL TO WORK**

- Section 14 of the OHS Act states that employees shall carry out any lawful orders given to them, suggesting that they have the right to refuse to obey any unlawful order or work instruction.
- In terms of legal and DPWI requirements, if an employee has reasonable belief that the work to be carried out is likely to endanger themselves or other persons in any way, he/she has the right to refuse to work.
- An employee may also refuse to work in term of Section 29 of NEMA, if the work would result in imminent and serious threat to the environment.
- All contractors shall ensure that their employees are conversant with hazards associated with their work and work environment, and be aware of the precautionary measures to take.
- The contractor must ensure that all refusals to work are investigated promptly and resolved timeously.

#### **16. SECURITY**

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must, amongst other, include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of security rules and procedures and maintain these throughout the construction period.



**The Principal Contractor shall:**

- Provide a guardhouse for security personnel. The guardhouse should be in good condition and at-least meet minimum requirements as per Environmental Regulations for Workplaces as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993).
- Supply an access card containing the name, surname, employee number and photograph for all appointed employees (full or part time) for the site.
- Ensure that no person enters the construction site without wearing the necessary Personal Protective Equipment (PPE).
- Ensure that no children are allowed on the construction site.
- Ensure that no family members are sleeping over on the construction site.
- Ensure that no pets are allowed on the construction site.
- No firearms are allowed on site.

**17. ACCOMMODATION ON SITE**

No employees shall be accommodated on site.

**18. WELFARE FACILITIES**

The provision of toilets for each sex is required in terms of the National Building Regulations and Construction Regulation 28. Chemical toilets are allowed instead of the water borne sewerage type. Toilets have to be provided at a ratio of 1 toilet per 30 workers. The Principal Contractor shall provide flushing toilets on the construction premises.

- At least cold-water showers for each sex have to be provided at a ratio of 1 shower per 15 workers.
- Some form of screened off changing facility must be provided separately for each sex.
- Some form of eating facility sheltered from the sun, wind and rain must be provided.
- The employer needs to provide his employees with the following:
  - Potable water for drinking;
  - Water and soap for hand washing
  - Toilet paper

**19. COMPLIANCE MONITORING****19.1 Inspections**

- Contractors will be inspected at least once per week by the DPWI Project Inspectors.
- Feedback of the inspections will be issued immediately on work instructions, and a formal report sent within 7 days of conducting the inspection to all relevant stakeholders.
- DPWI reserves the right to conduct other ad-hoc assessments and inspections as deemed necessary.
- This may include, amongst other measures, site safety walks. Corrective actions will be identified by DPWI the Principal Contractor's representative and implemented by the Principal Contractor (at no cost to DPWI) to ensure SHE Performance improvement.

**19.2 Monthly audits**

- Monthly audits will be conducted within periods not exceeding 30 days.
- The Principal Contractor is to conduct his own monthly internal audits and inspections to verify compliance with his own occupational health and safety plan and management system as well as compliance with the requirements of the DPWI SHE Specification.

- The Principal Contractor will also assess and inspect the compliance of other contractors under its control. Management members of the Principal Contractor will be involved in the internal assessments and inspections.

### **19.3 Monthly compliance rating**

A monthly compliance rating will be calculated for each Principal Contractor as per a formula determined by DPWI focussing on or incorporating outcomes of assurance (e.g. monthly audit), operational (e.g. behavioural based safety inspection) assessments and other requirements, as necessary. DPWI reserves the right to adjust the monthly compliance calculation formula as and when required – each revision of the monthly compliance calculation formula will be communicated to the Principal Contractor before implementation.

## **20. WORK STOPPAGES**

There will be two (2) types of work stoppages to be implemented:

- Overall work stoppage – the Principal Contractor and its Contractors are not allowed to continue with any type of construction / site work up until the work stoppage has been closed-out;
- Activity work stoppage – The Principal Contractor and its Contractors are not allowed to continue with the specific activity / task / job up until the work stoppage has been closed-out.

**Overall Work Stoppages Will be Issued Where Non-Conformances are Identified Against the Criteria in the Following:**

### **1. NOTIFICATION OF CONSTRUCTION WORK**

- Local Department of Labour not notified of construction work before commencement of construction activities
- Notification of construction work not stamped by local Department of Labour (no fax copies)
- Copy of notification of construction work not available on site

### **2. PROOF OF REGISTRATION WITH COMPENSATION COMMISSIONER**

- Proof of registration with Compensation Commissioner or other insurer not available
- Registration with Compensation Commissioner or other insurer not valid and up-to-date

### **3. POLICY COMMITMENT & SHE SPECIFICATION**

- SHE Plan not compiled, approved by contractor management and available on site 4 SECTION 37(2) AGREEMENT
- Signed section 37(2) Agreement not signed and available on site 5 RISK ASSESSMENTS
- Risk assessments not developed/ not applicable to scope of work issued by Client

### **4. CONSTRUCTION MANAGER**

- No construction manager appointed / on site / Construction Manager not full time on site
- Appointed construction manager does not meet requirements

### **5. SITE SAFETY OFFICER**

- No safety officer appointed/ available on site
- Safety officer does not meet requirements

### **6. SHE FILE**

- No file on site

***NB: Activity work stoppages will be issued where non-conformance are identified per activity where the health and safety of employees or the public is compromised.***

## **21. OPERATIONAL REQUIREMENTS**

### 21.1. BARRICADING

- Barricading plans are to be presented by the Principal Contractor for any major operations involving site works for approval by DPWI. Where areas are unsafe, they should be enclosed with barricading, e.g. are people working overhead, welding splatter etc.
- Where there is a risk of injury, the area should be barricaded off with secure solid barricades.
- Barricading for the prevention of access into areas with a potential risk of injury shall as a minimum be constructed of a handrail, knee-rail and appropriately supported as to prevent any person from falling into the restricted/risk area.
- Appropriate signage shall be affixed to the barricade indicating the risk associated (i.e. deep excavation, lifting operations etc.) and the responsible Supervisor and contact details shall be displayed. All barricading shall have a “No Entry” signs on all sides and at each change of direction. Signage shall be placed at 20 m intervals where lengths exceed. All signage shall be a minimum size of 290 mm x 290 mm.
- **Danger tape shall not be utilised to prevent personnel from entering into areas.**
- Where no risk exists of injury to personnel such as stacking and storage areas, the use of wire for hand and knee rails netting shall be acceptable to demarcate the area.
- All barricades will have a dedicated entrance where it is required that personnel enter the areas.
- Appropriate signage shall be placed at the entrance indicating which Contractor has right of entry.
- It is the Contractor’s responsibility to remove all redundant barricades directly after use. The Contractor’s Safety Officers will maintain a marked-up site plan indicating where barricades are erected.
- It will be a requirement that the contractor protects employees against contact with exposed rebar and poles by the installation of rebar-caps on all exposed areas where there is a potential that an employee could be injured.

### 21.2. WORKING AT HEIGHTS

- A pre-emptive risk assessment will be required for any work to be carried out above **two metres** from the ground or any floor level. This work will be classified as “work in elevated positions”.
- As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he is working at ground level.
- Whilst working in this position he shall be wearing a single belt with lanyard to prevent the person falling from the platform, ladder or other device.
- This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length and strength that the person will not be able to move over the edge.
- Alternatively, any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with suitable guard rails at two different heights as prescribed in the relevant South African National Standard for the design, erection, use and inspection of access scaffolding.
- Where the requirement in the paragraph above is not practicable, the person will be provided with a full body harness that will be worn at all times and shall be attached above the wearer’s head at all times.
- The lanyard must be fitted with a shock-absorbing device or the person must be attached to a fall arrest system (anchorage connector; body wear; and connecting device) approved by DPWI.

- Where the requirements in the paragraph above are not practicable, a suitable catch net must be erected.
- Employees working in elevated positions must be trained to work without risk to their health and safety or to the health and safety of others and be declared medically and psychologically fit to perform work at elevated positions.
- Where work on roofs is carried out, the risk assessment must take into account the possibility of persons falling through fragile material, i.e. skylights and openings in the roof.
- Access scaffolding must be erected, used and maintained safely in accordance with Construction Regulations and relevant SA Bureau of Standards Code of Practice.
- Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. Sufficient material must be available to erect the scaffolding properly.
- Scaffolding must only be erected, altered or dismantled by persons who have adequate training and experience and are competent in this type of work and under the continuous supervision of such a person.

### **201.3. SYMBOLIC SIGNGAGE**

Contractors shall use mandatory and prescribed symbolic safety signs at their lay down and site areas. The display of the following signs is mandatory:

- “Radio-Active Material” symbolic signs at radioactive storage areas.
- “Eye Protection” symbolic signs shall be displayed at all grinding machines and at any area where it is mandatory to wear eye protection or where there is danger of an eye injury being sustained.
- “Ear Protection” symbolic signs shall be displayed at all areas where there is a danger of noise induced hearing loss being sustained.
- Every separate room of a workplace shall be consecutively numbered.
- All toilets or urinals shall be marked in a conspicuous place with painted or stencilled letters to indicate the sex for which they are intended.
- The location of every first aid box is to be clearly indicated by means of a sign.
- In any room, cabinet or enclosure where flammable substances are used or stored shall be fixed a suitable and conspicuous sign prohibiting smoking or the use of naked flames in the area.
- At the entrance to premises where machinery is used
- Restricted access on “Authorised Person Only” signs on entry. “No person shall enter the workplace or premises without the permission of the employer or user of the machinery”.
- At every place where machinery is used a notice (English & Pictograms) shall be posted.
- Explosive Power Tool shall have a sign warning people when it is in use.
- Electrical Control Gear. A notice shall be posted so as to warn against the re-closing of a switch of control gear whilst a person is working on such equipment.
- Emergency contact telephone numbers.
- Adequate scaffolding signs. (When applicable).
- Adequate fire-fighting equipment signs.
- Speed limit signs.
- Warning notices at openings through which people may fall.
- Risk based signage depending on the task being performed e.g.:

- “Men working above”, “Men working below”, “Road closed – detour”, “Excavation in progress”, “No walkway” etc.;
- No-entry signs to incomplete platforms

The Principal Contractor shall install a notification board indicating the following information at the site entrance:

- DPWI project number;
- Principal Contractor identification details (name, telephone number)
- Name and contact details of Construction Supervisor;
- Name and contact details of site safety officer;
- Monthly compliance rating;
- Lost Time Injury Rate;

The Principal Contractor will ensure that information on the notification board is kept up-to-date.

#### **21.4. USE AND STORAGE OF FLAMMABLES**

The Principal Contractor to ensure that:

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present unless adequate precautions are taken;
- No flammable material is used or applied e.g. in spray painting, unless in a room or cabinet or other enclosure specially designed and constructed for the purpose unless there is no danger of fire or explosion due to the application of adequate ventilation;
- The workplace is effectively ventilated. Where this cannot be achieved:
  - Employees must wear suitable respiratory equipment
  - No smoking or other source of ignition is allowed in the area
  - The area is conspicuously demarcated as “flammable”
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with access control measures in place. Sufficient firefighting equipment is installed and fire prevention methods practiced. Proper housekeeping may achieve this;
- Flammables stored in a permanent flammable store are stored so that no fire or explosion is caused.
- Stored in a locked and well-ventilated reasonably fire resistant container, cage or room conspicuously demarcated as “Flammable Store – No Smoking or Naked Lights”
- The flammables store to be constructed of two-hour fire retardant walls and roof and separated from adjoining rooms or workplaces by means of a two-hour fire retardant fire wall
- Adequate and suitable firefighting equipment installed around the flammables store and marked with the prescribed signs
- All electrical switches and fittings to be of a flameproof design
- Any work done with tools in a flammable store or work areas to be of a non-sparking nature
- No Class A combustibles such as paper, cardboard, wood, plastic, straw and the like to be stored together with flammables
- The flammable store to be designed and constructed such that in the event of spillage of liquids the store is able to contain the full quantity + 10% of the liquids stored
- A sign indicating the capacity of the store to be displayed on the door
- Only one day’s quantity of flammable is to be kept in the workplace;

- Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas;
- Metal containers to be bonded to earth whilst decanting to prevent build-up of static forces; and
- Welding and other flammable gases to be stored segregated according to the type of gas and empty and full cylinders.

## **21.5. HAZARDOUS CHEMICAL SUBSTANCES**

The Principal Contractor must ensure that:

- Employees receive the necessary information and training to be able to use and store hazardous chemical substances safely;
- Employees obey lawful instructions regarding:
  - The wearing and use of protective equipment
  - The use and storage of hazardous chemical substances
  - The prevention of the release of hazardous chemical substances
  - The wearing of exposure monitoring and measuring equipment
  - The cleaning up and disposal of materials containing hazardous chemical substances
  - Housekeeping, personal hygiene and the protection of the environment
- The risk assessments required in terms of Construction Regulation include employee exposure to hazardous chemical substances and that the necessary measures be taken to protect persons from being detrimentally affected by hazardous chemical substances present or used in the workplace;
- Suppliers provide the necessary information in the form of a material safety data sheet regarding a hazardous chemical substances required to ensure the safe use and storage of that substances;
- An up-to-date list is kept on site of hazardous chemical substances stored and used together with the material safety data sheet of the hazardous chemical substances;
- Hazardous chemical substances containers be clearly marked with the contents and main hazardous category e.g. “Flammable” or “Corrosive” and the reference number of the hazardous chemical substances on the list indicated above;
- Hazardous chemical substances, for example asbestos dust, are not cleared by using compressed air but should be vacuumed;
- No person eats or drinks in a hazardous chemical substances workplace; and
- Hazardous chemical substances waste is disposed of safely in terms of hazardous waste disposal requirements.
- MSDS’s to be in 16 point format- available on site

## **21.6. FIRE PREVENTION AND PROTECTION**

The Principal Contractor must ensure that:

- The risk of fire is avoided;
- Sufficient and suitable storage for flammables is provided;
- Sources of ignition are removed wherever flammable or highly combustible material is present in the workplace, for example:
  - Notices prohibiting smoking are displayed and enforced
  - Welding and flame cutting is only allowed under controlled conditions that includes written hot work permits
  - Only spark-free hand and power tools are used

- No grinding, cutting and shaping of ferrous metals is allowed using electrically driven power tools that produce sparks
- Flameproof switches and fittings are to be used in the flammable atmosphere
- Good housekeeping is maintained to prevent the accumulation of unnecessary combustibles
- Adequate ventilation is maintained
- Adequate and suitable fixed and portable firefighting equipment is provided and maintained in good working order.
- Maintenance must include:
- Regular inspection of fire equipment by a competent person appointed in writing and keeping a register
- Annual inspection and service by an accredited service provider
- All employees are instructed in the use of the firefighting equipment and know how to attempt to extinguish a fire;
- A sufficient number of employees are appointed and trained to act as an emergency team to deal with fires and other emergencies;
- Employees are informed regarding emergency evacuation procedures and escape routes;
- Emergency escape routes are kept clear at all times and clearly marked;
- Evacuation assembly points are demarcated;
- Evacuation is practiced to ensure that all persons are evacuated timeously;
- Roll call is held after evacuation to account for all personnel and ensure that no-one has been left behind; and
- A siren or alarm is fitted which is clearly audible to all persons on site.

### **21.7. STACKING AND STORAGE**

The Principal Contractor must ensure that:

- A competent person is appointed in writing to supervise all stacking and storage on a construction site;
- Adequate storage areas are provided and demarcated;
- The storage areas are kept neat and under control;
- The base of any stack is level and capable of sustaining the weight exerted on it by the stack;
- The items in the lower layers can support the weight exerted by the top layers;
- Cartons and other containers that may become unstable due to wet conditions are kept dry;
- Pallets and containers are in good condition and no material is allowed to spill out;
- The height of any stack does not exceed 3 times the base unless stepped back at least half the depth of a single container at least every fifth tier or the approval of an inspector has been obtained to build the stacks higher with the aid of a machine. The operator of the machine must be protected against items falling from overhead off the stack and no items may overhang;
- The articles that make up a single tier are consistently of the same size, shape and mass;
- Structures for supporting stacks are structurally sound and able to support the mass of the stack;
- No articles are removed from the bottom of the stack first but from the top tier first;
- Anybody climbing onto a stack must do it in a safe manner, taking reasonable safety precautions, and ensuring that the stack is stable and capable of supporting him or her
- Stacks that are in danger of collapsing are broken down and restacked;
- Stability of stacks are not threatened by vehicles or other moving plant and machinery;

- Stacks are built in a header and stretcher fashion and that corners are securely bonded;
- Stacks are stepped back at least half the depth of a single container at least every fifth tier; and
- Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations.
- Laydown area is allocated for Contractor-supplied items.
- At all times, the Contractor shall be responsible for the safe and adequate storage of all materials and equipment on site which he is to install, whether they are supplied by himself or others.
- The safe handling, unloading and loading of material receipts and dispatches at site or storage areas shall be the Contractors' responsibility.

The Contractor shall provide a suitable and adequate lock-up store for the storage of items of equipment and material, which would be damaged or pilfered if stored in the open. The Principal Contractor shall provide all facilities required for weather-proofing, dust proofing or vermin proofing.

The Contractor is responsible for the proper storage and maintenance of all equipment until issue of the Certificate of Practical Completion.

All equipment and materials will be stored on suitable wood poles or pallets which will not protrude more than a meter from any of the stored material. Safe access ways shall be maintained between all stored items preventing employees from having to climb over or under equipment to retrieve the necessary.

## **21.8. HOUSEKEEPING**

The Principal Contractor to ensure that:

- Housekeeping is continuously implemented and maintained;
- Materials and equipment are properly stored;
- Scrap, waste and debris is removed regularly;
- Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to the free-flow of pedestrians and vehicular traffic;
- Waste and debris not to be removed from heights by throwing but rather by chute or crane;
- Where practicable, construction sites are fenced off to prevent entry of unauthorised persons;
- Catch platforms or nets are erected over entry and exit ways or over places where persons are working to prevent them being struck by falling objects;
- An unimpeded work space is maintained for every employee;
- Every workplace is kept clean, orderly and free of tools, materials and the like that are not required for the work being done;
- As far as is practicable, every floor, walkway, stair, passage and gangway is kept in good state of repair, skid-free and free of obstruction, waste and materials;
- The walls and roof of every indoors workplace sound and leak-free; and
- Openings in floors, hatchways, stairways and open sides of floors or buildings are barricaded, fenced, boarded over or provided with protection to prevent persons from falling.

## **21.9. HAND TOOLS**

The Principal Contractor must inspect all hand tools before it is brought onto the site.

- As far as possible all hand tools must be numbered and placed on register to be inspected monthly by a person designated to do so.
- Any tools found to be in an unsafe condition must immediately be removed from service and either discarded or rectified.



- No chisels with “mushroomed” heads must be used.
- No hammer shall be used with a cracked or damaged handle.
- All files must be fitted with handles.
- All trolleys, pushcarts, etc. used on site must be identifiable, placed on register and inspected at least once every month.
- Non-sparking tools must be used in areas where the risk of fire or explosion is present.
- No homemade hand tools are allowed on the project.
- All tools shall be attached to a suitable lanyard when utilised in elevated positions

#### **21.10. PORTABLE ELECTRICAL EQUIPMENT**

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 ampere plug point and is moved around for use in the workplace for example; drills, saws, grindstones, portable lights, etcetera. Other electrical appliances such as fridges, hotplates, heaters, and etcetera must be inspected and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment shall be as follows:

- Periodical inspections must be carried out by a competent person appointed in writing;
- Inspection results must be recorded in a register;
- Only competent authorised persons are allowed to use portable electrical tools and equipment; and equipment.

This equipment:

- Must be maintained in good condition at all times to prevent an electrical shock to the user;
- The main power source should incorporate an earth leakage protection device or receive power through a double wound transformer or be double insulated and clearly marked as such; and
- All equipment must be fitted with a switch to allow for safe and easy starting and stopping.
  - The following requirements apply to portable lights:
    - Must be fitted with a robust non-hygroscopic non-conducting handle;
    - Live metal parts or parts which may become live must be protected against contact;
    - The lamp must be protected by a strong guard;
    - The cable lead-in must withstand rough handling;
    - Inspections must be undertaken that concentrate on plug, cord, switch and any obvious faults;
    - A register be kept for each piece of equipment with findings of regular inspections undertaken to evaluate the condition of these lights; and
    - When used in wet/damp/metal container conditions, the lamp must be protected.

#### **21.12. LADDERS**

The following requirements for ladders will apply:

- All ladders used on the site shall be constructed and used in compliance with the OH&S Act and Regulations.
- Ladders, which provide access to a working platform, shall extend one metre above the platform where it provides access, and shall be secured to prevent slipping.
- Timber ladders shall not be painted other than with clear preserving oils, clear varnishes or clear plastics.
- Ladders, which are in a damaged condition, shall not be used and shall be labelled accordingly and removed from the Premises.

- All Ladders shall be numbered, logged in a register, and inspected monthly.
- A ladder in use shall be held by an assistant and/or properly tied down in position.
- Only ladders that do not conduct electricity shall be used in live electrical sub-stations and switching rooms.
- Ladders shall be removed after use and stored in an appropriate facility as to not expose them unnecessarily to the elements or potential damage by surrounding activities.

#### **21.13. CONSTRUCTION VEHICLES AND MOBILE PLANT**

DPWI will inspect construction vehicles and mobile plant prior to being allowed on a project site. Suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the Occupational Health and Safety Act (Act no. 85 of 1993) and Regulations.

Construction vehicles and mobile plant to be:

- Of acceptable design and construction;
- Maintained in good working order;
- Used in accordance with their design and intention for which they were designed;
- Operated and/or driven by trained, competent and authorised operators/drivers. No unauthorised persons are to be allowed to drive construction vehicles and mobile plant;
- Provided with safe and suitable means of access;
- Fitted with adequate signalling devices to make movement safe including reversing;
- Provided with roll-over protection (where applicable);
- Inspected daily before start-up by the driver, operator and/or user and the findings recorded in a register/log book;
- Fitted with two head and two tail lights that are in good working condition and must be used whilst operating under poor visibility conditions;
- When used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported.

Operators and drivers of construction vehicles and mobile plant must be in possession of a valid medical certificate declaring the operator and/or driver physically and psychologically fit to operate or drive construction vehicles and mobile plant.

No loose tools, materials etc. are allowed in the driver and/or operators compartment/cabin or in the compartment in which any other persons are transported.

No person shall ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose. Employees shall only be transported if provision for seating and safety belts has been provided with an adequate canopy or rollover protection.

All construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, must have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant.

Bulldozers, scrapers, loaders, and other similar mobile plant must, when being repaired or when not in use, be fully lowered or blocked with controls in a neutral position, motors stopped and brakes set.

#### **21.14. DEMOLITION WORKS**

- The contractor must appoint a competent person in writing to supervise and control all demolition work on site.
- The contractor must ensure that a detailed structural engineering survey of the structure to be demolished is carried out by a competent person before the demolition work commences.

- Demolition works must be carried out under supervision of a competent person and must check the structural integrity of the building at regular intervals.
- The contractor must ensure that –
  - No floor, roof or other part of the structure is overloaded with debris or materials that would render the structure unsafe;
  - All practicable precautions are taken avoid danger of structure collapsing when the reinforcement is removed or cut; and
  - All practicable precautions are taken in the form of shoring or other means of preventing accidental collapsing.
- The contractor must provide convenient and safe means of accessing areas where demolition works takes place.
- The must carry all the demolition works safely as outlined in the CR14 (5)-(12).

## **22. COVID -19 SAFETY MANAGEMENT**

### **22.1. Introduction**

Construction sites operating during the Coronavirus (Covid-19) pandemic need to ensure they are protecting their workforce and minimising the risk of spread of infection. This includes determining if all employees are fit for works with no Covid-19 symptoms, also considering how personnel travel to and from site and a range of other applicable matters to manage the spread of the virus on site on a daily basis.

This Covid-19 responds requirements forms part of the project specific construction health and safety specification to introduce control measures on the construction site that's in line with the Government's recommendations on social distancing and ensure employers and employees make every effort to comply by adhering to the implementation good hygiene practises and constantly monitoring and reviewing the required control measure for the project. These requirements are applicable for all employers and employees working on site including the client, Consulting Engineers and all contractors. The principal contractor should ensure the requirements are implemented, a Covid-19 site management plan must be developed by the principal contractor taking into consideration the requirements stipulated in this document under item 12 and the requirements stipulated under Disaster Management Act (57/2002): Covid-19 Occupational Health and Safety Measures in Workplaces Covid-19 (C19 OHS), 2020. The Covid19 site management plan should specify amongst other how the principal contractor intend to return to work consideration at this stage Government specified only one third of the workforce are allowed.

This Covid19 site management plan are to be approved by the Consulting Engineers and the prior to work commencing on site. Principal Contractor will also be required to submit risk assessment together with a written policy concerning the protection of the health and safety of its employees from COVID-19 as contemplated in section 7(1) of OHSA. This police must notify Principal Contractor employees that if they are sick or have symptoms associated with the COVID-19 that they must not come to work and to

be on self-isolation in terms of section 7 of Regulations issued in Terms of Section 27(2) of **Disaster Management Act, 2002**.

It must be noted matters relating to Covid-19 may change as and when Government introduce further requirement and adherence to all government requirements and Regulations during the times of this pandemic is crucially important.

#### **22.3. Travel to work:**

Principal Contractor is required to provide a safe transportation of its employees to and from the work place. The strict instructions to be given to the responsible driver that not to give rides to any other person than the principal contractor Employees.

- All employees must wear appropriate face Cloth mask
- Hands to be sanitized before entering the transport and when journey ends.
- Employer must ensure that records of all his employees travelling with the transport are kept and no changing in travelling team for traceability should any of them test positive.
- Journeys should be shared with the same individuals and with the minimum number of people at any one time as prescribed by the Regulations.
- Good ventilation (i.e. keeping the windows open) and facing away from each other may help to reduce the risk of transmission
- The vehicle should be cleaned regularly using gloves and standard cleaning products, with particular emphasis on handles and other areas where passengers may touch surfaces
- Social distancing should be practice all time during transportation.

#### **22.4. Appropriate Personal Protective Equipment:**

- It is a duty of an employer to ensure that all his employees are provided with a correct PPE that meet all the requirements prescribed by minister of Health, this include Face Cloth Masks, surgical Gloves, Facial shields/ Safety Glasses.
- Provide each employee with hand sanitizers, soap and clean water to wash their hands and disinfectants to sanitize their workstations.
- All employees will be required to sanitize or wash hand at the entry and exit point of the site.
- Employer is responsible to issue the appropriate PPE as per the job description to each employee.
- No employees are allowed to share any of their PPE.
- Employers should consider locations of works to be performed strategically and arrange for specific work intervals.
- PPE must be worn at all times on site.

- PPE such as face masks is required by all employees or member entering the site, the said masks are to be worn on site:
  - Masks should fit properly, completely covering the face from bridge of nose to chin.
  - Always clean hand before putting on of removing face masks.
  - Only touch the cord or elastic at the back when removing the masks.

#### **22.5. Site access and egress points:**

- Access to site must be managed at all times.
- Site access and egress points should enable social distancing and screening of all workers must be done daily before entering and when leaving site. Please refer to questionnaire included in this plan.

#### **22.6. Washing hands**

- Allow regular breaks to wash hands. Breaks should be divided between employee groups.
- Provide additional hand washing facilities (e.g. pop ups) to the usual welfare facilities.
- Ensure adequate supplies of soap and fresh water are readily available and kept topped up at all times.
- Provide hand sanitiser (minimum 60% alcohol based) where hand washing facilities are unavailable.
- Regularly clean the hand washing facilities on site.
- Provide suitable and sufficient bins with to dispose hand paper towels.

#### **22.7. Toilet facilities**

- Restrict the number of people using toilet facilities at any one time.
- Use signage, such as floor markings, to ensure 2 metre distance is maintained between people when queuing
- Wash or sanitise hands before and after using the facilities
- Enhance the cleaning regimes for toilet facilities, particularly door handles, locks and the toilet flush
- Portable toilets should be avoided wherever possible, but where in use these should be cleaned and emptied more frequently
- Provide suitable and sufficient rubbish bins with lids for hand paper towels with regular removal and disposal.

#### **22.8. Eating areas:**

- Where possible, workers should be encouraged to bring their own food. They should also be required to stay on site once they have entered it and avoid using local shops.
- Consider increasing the number or size of facilities available on site if possible.
- The capacity of each eating area should be clearly identified at the entry to each facility, and where necessary attendants provided to supervise compliance with social distancing measures.

- Break times should be staggered to reduce congestion and contact at all times. Employees should not all be taking at the same time. The principal contractor should specify different intervals for breaks and ensure limited number of employees are specified as well.
- Drinking water should be provided with enhanced cleaning measures of the tap mechanism introduced
- Frequently clean surfaces that are touched regularly, using standard cleaning products e.g. kettles, refrigerators, microwaves
- Hand cleaning facilities or hand sanitiser should be available at the entrance to any room where people eat.
- A distance of 2 metres should be maintained between users, wherever possible
- All rubbish should be put straight in the bin and not left for someone else to clear up.
- Tables should be cleaned between each use

#### **22.9. Changing Facilities:**

- Consider increasing the number or size of facilities available on site if possible.
- Based on the size of each facility, determine how many people can use it at any one time to maintain a distance.
- Restrict the number of people using these facilities at any one time.
- Introduce staggered start and finish times to reduce congestion and contact at all times.
- Introduce enhanced cleaning of all facilities throughout the day and at the end of each day.
- Provide suitable and sufficient rubbish bins in these areas with regular removal and disposal.

#### **22.10. Cleaning:**

- Enhanced cleaning procedures should be in place across the site, particularly in communal areas and the contractors should ensure a dedicated employee is assigned to perform the activity on site and be issued with the correct PPE:

<ul style="list-style-type: none"> <li>• Taps and washing facilities</li> <li>• Toilet flush and seats</li> <li>• Door handles and push plates</li> <li>• Hand rails on staircases and corridors</li> <li>• Lift and hoist controls</li> <li>• Rubbish collection and storage points should be increased and emptied regularly throughout and at the end.</li> </ul>	<ul style="list-style-type: none"> <li>• Machinery and equipment controls</li> <li>• All areas used for eating must be thoroughly cleaned at the end of each break and shift, including chairs, door handles, vending machines and payment devices.</li> <li>• Telephone equipment</li> <li>• Key boards, photocopiers and other office equipment</li> </ul>
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### **22.11. Emergency responds:**

The primary responsibility is to preserve life and first aid should be administered if required and until the emergency services attend.

- When planning site activities, the provision of adequate first aid resources must be agreed.
- Provision for fast track emergency service providers must be agreed.
- Emergency plans including contact details should be kept up to date.
- Consideration must also be given to potential delays in emergency services response, due to the current pressure on resources.
- Consider preventing or rescheduling high-risk work or providing additional competent first aid or trauma resources.

### **22.12. Covid19 Waste Management**

- All waste generated in respect to COVID-19, shall be managed as isolation health care risk waste.
- It is preferable to use box sets/waste bin for all COVID-19 response waste generated.
- When the box set is  $\frac{3}{4}$  full it should be closed with a biohazardous waste tape and placed in designated storage area.
  - The waste handler is required to be dressed in proper PPE before moving waste to the storage area.
  - The Waste handler must ensure that the person designated to oversee waste collection informs the service provider of the COVID- 19 waste that should be removed from the facility.
  - The designated person must ensure that a separate collection of COVID-19 waste is done by the service provider, the designated vehicle complies with waste legislations and proper PPE is worn by the service provider.
  - The designated person must ensure that all waste containers containing COVID-19 waste are properly sealed and no spillages occur during external removal.

### **22.17. Reporting of COVID-19 Cases**

- Appointed Principal Contractor is required to immediately inform the DPWI should one of its employees experience any of the COVID-19 symptoms while at work.
- Principal Contractor is also required to immediately contact the COVID-19 hotline: 0800 02 9999 for instruction and direct the employee to act in accordance with those instructions.
- If a worker has been diagnosed with COVID-19 and isolated in accordance with the Department of Health Guidelines, an employer may only allow a worker to return to work if the worker has undergone a medical evaluation confirming that the worker has been tested negative for COVID-19.

## **22.18. COVID-19 Requirements to be meet by DPW Service Providers**

Before commencement of any work under lock down all DPW service provider will be required to:

- Principal Contractor will be required to appoint a designate a **COVID -19 compliance officer** who will be responsible to oversee the implementation of COVID-19 rules at the work place.
- All DPW appointed service provider this include professional team should adherence to the standards of hygiene and health protocols relating to COVID-19 at all DPW Project.
- All DPW appointed Contractors develop a plan for the phased in return of their employees to the workplace, prior to reopening the workplace for business, which plan must correspond with Annexure E of Amended Disaster Management Act and be submitted to DPW for approval, be retained for inspection and contain the following information:
  - which employees are permitted to work;
  - (ii) what the plans for the phased-in return of their employees to the workplace are;
  - (iii) what health protocols are in place to protect employees from COVID-19; and
  - (iv) the details of the COVID-19 compliance officer:
- Contractors with large numbers of employees to ensure phase in the return of their employees to work
- DPW Contractors are required to develop measures to ensure that the workplace meets the standards of health protocols,
- Contractors in all the projects that are accessed by the public, should ensure adequate space for employees and social distancing measures for the public and service providers, as required.

## **23. EMPLOYEES INDUCTION, TRAINING, COMMUNICATIONS**

Employer will be required to give induction to his/her employees upon returning to site. Induction syllabus to included Employers plan on how are they going to manage COVID-19 on site. Employer should train employees on daily before work on how COVID-19 is spread and the preventative measures one can take to prevent COVID-19 spread.

## **24. MONTHLY REPORTING**

- The Principal Contractor is required to provide DPWI with a monthly report in the format provided on the last working day of the month.
- The report will include the monthly man-hours, incidents, training, inductions, audits, etc

## **25. PROJECT CLOSE-OUT**

- Upon completion of the project, the contractor is required to hand over a consolidated project file to the Client with all the working documents for retention.



## ACKNOWLEDGEMENT

I, .....representing  
.....

Contractor have satisfied myself with the content of the Project Specific Health and Safety Specification (PSHSS) and shall ensure that the Contractor and his/her personnel comply with all the relevant obligations in respect thereof.

.....  
**Signature of Contractor**

.....  
**Date**

.....  
**Signature of Client/Agent**

.....  
**Date**

## **BASELINE RISK ASSESSMENT**

# ANNEXURE 1: BASELINE RISK ASSESSMENT

Task/Activity	Hazard	Risk	Consequence	Rating	Controls
Transportation of material to site	<ul style="list-style-type: none"> <li>Unsafe road conditions</li> <li>Un-road worthy vehicles</li> <li>Equipment and material not safely secured</li> <li>Incompetent drivers</li> <li>Driving under the influence of alcohol</li> <li>Inclement weather</li> <li>Speeding</li> <li>Slippery road</li> <li>Narrow road</li> </ul>	<ul style="list-style-type: none"> <li>Overturning vehicles</li> <li>Vehicle collisions</li> </ul>	<ul style="list-style-type: none"> <li>Injuries</li> <li>Property damages</li> <li>Third party liability</li> </ul>	M	<ul style="list-style-type: none"> <li>Adherence to the speed limit</li> <li>Only competent/ authorised drivers should operate the vehicle</li> <li>Inspection of vehicles</li> <li>Equipment and material to be properly secured</li> <li>Alcohol testing to be done</li> <li>The road to be paved to prevent accidents</li> <li>Traffic control to be implemented to avoid collisions</li> </ul>
Offloading of material	<ul style="list-style-type: none"> <li>Faulty machinery</li> <li>Poor ergonomics</li> <li>Equipment (suspended load) falling on employees</li> <li>Unsafe slings and guide ropes</li> <li>Uneven surface</li> </ul>	<ul style="list-style-type: none"> <li>Hands can be caught in between materials</li> <li>Obstructed walkways by materials</li> <li>Unsafe stacking of materials</li> </ul>	<ul style="list-style-type: none"> <li>Hand injuries</li> <li>Back injuries</li> </ul>	M	<ul style="list-style-type: none"> <li>The correct PPE must be worn</li> <li>Designate the stacking areas and put signs</li> <li>Stacking and storage inspector must be appointed and in charge</li> </ul>
Clearing the worksite	<ul style="list-style-type: none"> <li>Dust generation</li> </ul>	<ul style="list-style-type: none"> <li>Inhalation of dust</li> </ul>	<ul style="list-style-type: none"> <li>Respiratory irritation</li> <li>Allergic reaction</li> <li>Sinusitis</li> </ul>	M	<ul style="list-style-type: none"> <li>Wear job specific PPE</li> <li>Suppress dust with water</li> </ul>
Site establishment	<ul style="list-style-type: none"> <li>Sharp objects/ wires</li> <li>Uneven surface</li> <li>Faulty connection</li> </ul>	<ul style="list-style-type: none"> <li>Cuts</li> <li>Slips and trips</li> <li>Damage to services</li> <li>Using the environment</li> </ul>	<ul style="list-style-type: none"> <li>Injuries</li> <li>Back strains and injuries</li> <li>Crime, theft, fights</li> <li>Contracting of</li> </ul>	M	<ul style="list-style-type: none"> <li>Supervisors to plan during site set up and induct employees</li> <li>A competent electrician must be appointed to</li> </ul>

	<ul style="list-style-type: none"> <li>Poor ergonomics</li> <li>Falling objects</li> <li>Inadequate security services</li> <li>Not enough welfare facilities e.g. toilets, change rooms and lockers</li> </ul>	as ablution facilities	<ul style="list-style-type: none"> <li>communicable diseases</li> <li>Soil, water pollution</li> </ul>		<ul style="list-style-type: none"> <li>connect electrical wires to the site offices and Distribution Board.</li> <li>Ensure there are welfare facilities on site for health and hygiene purposes</li> <li>Awareness on hygiene and use of ablution facilities</li> <li>Detailed Risk Assessment must be drawn before any</li> </ul>
Working at heights	<ul style="list-style-type: none"> <li>Unstable platforms</li> <li>Unsafe ladders and scaffolding</li> </ul>	Fatal falls often resulting to permanent disabilities and death	<ul style="list-style-type: none"> <li>Serious body injuries</li> <li>Death in worst cases</li> </ul>	H	<ul style="list-style-type: none"> <li>The Principal contractor will be required to submit with health and safety plan the fall prevention plan, including a risk assessment and working at height questionnaire for employees.</li> <li>Include in the fall prevention plan a process for the evaluation of the employee's medical fitness.</li> <li>Roof erectors are to be competent to carry the work.</li> <li>Safe access to the roof must be carefully planned in order to select the most appropriate method and equipment.</li> </ul>
Entry and exit	<ul style="list-style-type: none"> <li>No access control</li> </ul>	<ul style="list-style-type: none"> <li>Unauthorised entry into the construction site</li> </ul>	<ul style="list-style-type: none"> <li>Injuries to employee</li> <li>Theft of tools and material</li> </ul>	M	<ul style="list-style-type: none"> <li>Appoint a full time, PSIRA registered security guard on Site.</li> </ul>

Site security	<ul style="list-style-type: none"> <li>Unsafe camp site</li> </ul>	<ul style="list-style-type: none"> <li>Inadequate security / no security</li> </ul>	<ul style="list-style-type: none"> <li>Injuries, theft / criminal activities</li> </ul>	M	Appoint PSIRA accredited security guard
Locating existing pipes/ services	<ul style="list-style-type: none"> <li>Existing underground services</li> </ul>	<ul style="list-style-type: none"> <li>Explosion,</li> <li>Electrocution</li> <li>Damage to services</li> </ul>	<ul style="list-style-type: none"> <li>Injuries</li> <li>Property damages</li> </ul>	M	<ul style="list-style-type: none"> <li>Get existing pipe drawings</li> <li>Check relevant Authority (e.g. power, water, gas, council) records for location of services.</li> <li>If in doubt use experienced/ accredited service locators.</li> <li>When using hand prodders to locate pipes, prodders must never be driven in to the ground by hammers or other implements.</li> </ul>
	<ul style="list-style-type: none"> <li>Installation of a pipe</li> </ul>	<ul style="list-style-type: none"> <li>Poor lifting technique</li> <li>Manual handling</li> <li>Falling of material</li> <li>Incorrect connections</li> </ul>	<ul style="list-style-type: none"> <li>Hand injuries</li> <li>Back pains</li> <li>Property damage</li> <li>Loss of services</li> </ul>	M	<ul style="list-style-type: none"> <li>Safe working method must be implemented</li> <li>Supervision</li> <li>Correct PPE must be worn</li> </ul>
	<ul style="list-style-type: none"> <li>House connections</li> </ul>	<ul style="list-style-type: none"> <li>Unsafe connections</li> </ul>	<ul style="list-style-type: none"> <li>Loss of services</li> </ul>	M	<ul style="list-style-type: none"> <li>Safe working procedure must be implemented.</li> </ul>
Storage of materials on site	<ul style="list-style-type: none"> <li>Poor stacking and storage</li> </ul>	Trips and falls	Injuries	L	Proper stacking storage of materials at designated places.
Storage of HCS	<ul style="list-style-type: none"> <li>Hazardous chemical substance</li> <li>Improper labelling of chemical containers</li> </ul>	<ul style="list-style-type: none"> <li>Inhalation</li> <li>Skin contact</li> <li>Contact with combustion sources</li> <li>Accidental consumption of flammable liquids</li> </ul>	<ul style="list-style-type: none"> <li>Respiratory illnesses</li> <li>Dermatitis</li> <li>Fires</li> <li>Illnesses</li> </ul>	M	<ul style="list-style-type: none"> <li>Use chemicals in a ventilated environment</li> <li>Provide MSDS</li> <li>Provide proper PPE</li> <li>Train employees on the content of MSDS</li> <li>Train employees on the hazards associated with the use of chemicals</li> </ul>

Housekeeping	<ul style="list-style-type: none"> <li>Poor housekeeping</li> </ul>	<ul style="list-style-type: none"> <li>Slip, trip and fall injuries</li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>	L	<ul style="list-style-type: none"> <li>Maintain proper housekeeping on site</li> <li>Remove waste on a regular basis from site</li> </ul>
Plastering	<ul style="list-style-type: none"> <li>Unsafe tools being used</li> <li>Manual mixing of concrete</li> </ul>	<ul style="list-style-type: none"> <li>Skin irritation</li> <li>Ergonomic stress</li> </ul>	<ul style="list-style-type: none"> <li>Dust inhalation</li> </ul>	M	<ul style="list-style-type: none"> <li>Use of PPE</li> <li>Guarding off site on work areas</li> </ul>
Paintwork	<ul style="list-style-type: none"> <li>Skin irritation</li> <li>Fumes inhalation</li> </ul>	<ul style="list-style-type: none"> <li>Dermatitis</li> <li>Respiratory diseases</li> </ul>	<ul style="list-style-type: none"> <li>Breathing problems</li> <li>Allergic reactions</li> </ul>	H	<ul style="list-style-type: none"> <li>Use of PPE</li> <li>Certify workers medically fit for such work</li> </ul>
Demolition Works	<ul style="list-style-type: none"> <li>Dust</li> <li>Collapsing of the structure</li> </ul>	<ul style="list-style-type: none"> <li>Noise</li> <li>NIHL</li> </ul>	<ul style="list-style-type: none"> <li>Hearing loss</li> <li>Noise pollution</li> </ul>	H	<ul style="list-style-type: none"> <li>Guarding/barricading of site</li> <li>Appoint demolition supervisor</li> <li>Develop a demolition plan</li> </ul>

## **PART C4: SITE INFORMATION**

## C4.1: SITE INFORMATION

<b>Project Name:</b>	<b>APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING WORKS, INSTALLATIONS, REPAIR / MAINTAIN OF ELECTRICAL AND MECHANICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF 36 MONTHS</b>
<b>Tender No:</b>	<b>SCMU3-22/23-0685- NMA</b>

The existing structure is situated in Bedford Farm, Mthatha. The closest suburb is Chris Hani and the main road leading to the hospital is the R61 running through Mthatha.

### **Site address:**

Physical Address of Bid Box: Department of Health  
Bedford Farm  
Eastern Cape  
Mthatha  
5099.

### **GEOTECHNICAL INVESTIGATION REPORT**

N/A



## **2.1 Methodology of Project Execution**

The work is to be executed in operational facilities, which shall remain fully functional 24 hours per day and 7 days a week. Access to the facilities must not be compromised at all. Removal of the furniture and lead time of the procurement of prefabs is included on the following sectional completion table.

**THE CONTRACT DURATION IS 6 MONTHS AS A WHOLE. THE CONTRACTOR SHALL PROGRAM ACCORDINGLY TO ENSURE SECTIONS AND DURATIONS DO NOT EXCEED THE CONTRACT PERIOD OF 6 MONTHS**

### **Restrictions and Constraints**

- The completion of the project is urgent, and work shall be executed during normal working hours i.e. 7h00 until 17h00 daily including weekends. Work required to be executed after hours must be arranged with the hospital in advance.
- Noise must be always kept to a minimum and within acceptable levels.
- All shut-offs and tie/cut-ins to existing services must be arranged in advance and a methodology with appropriate mitigation of risks must be prepared by the contractor and submitted to the relevant Professional discipline in advance, for approval. For example sanitary fittings for ablutions.etc

### **Operational Protocols**

- Security is a priority for the facilities, and the site shall be always kept safe.
- The approved Health and Safety plan shall be always adhered to.
- All staff members of the contractor shall always wear PPE at all times.
- Appointed Contractors employees will be vetted before the site handover.
- All staff members of the contractor shall be always specifically identifiable, have name tags and shall wear a predetermined coloured overall to be able to enter and work on the site.
- Contractor must use one entrance for the section that they are working on it.
- Prefabricated structures will be allowed for decanting of Patients.

Item  
No

Quantity

Rate

Amount

**SECTION NO: 1**

**BILL No. 1**

**PRELIMINARIES**

**MEANING OF TERMS "TENDER /  
TENDERER"**

Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"

**PRELIMINARIES**

The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked. "N/A" signifying "Not Applicable".

The Contract Data C1.2 shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Preliminaries

**PRICING OF PRELIMINARIES**

Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item

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Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.

## **SECTION 1 (PART A): JBCC PRINCIPAL BUILDING AGREEMENT**

### **DEFINITIONS**

#### **1 A1.0 DEFINITIONS AND INTERPRETATION**

Clause 1.0

Clause 1.1 Definition of "**Commencement Date**" is added:

"**COMMENCEMENT DATE**" means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of "**Construction Guarantee**" is amended by replacing it with the following:

"**CONSTRUCTION GUARANTEE**" means a guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the **schedule**

Clause 1.1 Definition of "**Construction Period**" is amended by replacing it with the following:

"**CONSTRUCTION PERIOD**" means the period commencing on the **commencement date** and ending on the date of **practical completion**

Clause 1.1 Definition of "**Corrupt Practice**" is added:

"**CORRUPT PRACTICE**" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

Clause 1.1 Definition of "**Fraudulent Practice**" is added:

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**"FRAUDULENT PRACTICE"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition

Clause 1.1 Definition of **"Interest"** is amended by replacing it with the following:

**"INTEREST"** means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No.1 of 1999).

Clause 1.1 Definition of **"Principal Agent"** is amended by replacing it with the following:

**"PRINCIPAL AGENT"** means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**

Clause 1.1 Definition of **"Security"** is amended by replacing it with the following:

**"SECURITY"** means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"

Clause 1.6.4 is amended by replacing it with the following:

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	No clause		
	Fixed:_____ Value related:_____ Time related: _____	Item	
	<b><u>OBJECTIVE AND PREPARATION</u></b>		
1	<b>A2.0 OFFER, ACCEPTANCE AND PERFORMANCE</b>		
	Clause 2.0		
	Fixed:_____ Value related:_____ Time related: _____	Item	
2	<b>A3.0 DOCUMENTS</b>		
	Clause 3.0		
	Clause 3.2.1 is amended by replacing "14.1" with "14.0"		
	Clause 3.7 is amended by the addition of the following:		
	The <b>contractor</b> shall supply and keep a copy of the <b>JBCC Series 2000 Principal Building Agreement and Preliminaries</b> applicable to this contract on the <b>site</b> , to which the <b>employer, principal agent and agents</b> shall have access at all times		
	Clause 3.10 is amended by replacing the second reference to " <b>principal agent</b> " with the word " <b>employer</b> "		
	Fixed:_____ Value related:_____ Time related: _____	Item	
3	<b>A4.0 DESIGN RESPONSIBILITY</b>		
	Clause 4.0		
	Clause 4.3 is amended by replacing it with the following:		
	No clause		
	Fixed:_____ Value related:_____ Time related: _____	Item	
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1	<p><b>A5.0 EMPLOYER'S AGENTS</b></p> <p>Clause 5.0</p> <p>Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item		
2	<p><b>A6.0 SITE REPRESENTATIVE</b></p> <p>Clause 6.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item		
3	<p><b>A7.0 COMPLIANCE WITH REGULATIONS</b></p> <p>Clause 7.0</p> <p>Note: A separate clause has been included in Section C : Specific Preliminaries of the <b>bills of quantities / lump sum document</b> for the <b>contractor</b> to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item		
4	<p><b>A8.0 WORKS RISK</b></p> <p>Clause 8.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item		
5	<p><b>A9.0 INDEMNITIES</b></p> <p>Clause 9.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item		
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1	<p><b>A10.0 WORKS INSURANCES</b></p> <p>Clause 10.0</p> <p>Clause 10.0 is amended by the addition of the following clauses:</p> <p><b>10.5 Damage to the Works</b></p> <p>(a) Without in any way limiting the <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall bear the full risk of damage to and/or destruction of the <b>works</b> by whatever cause during construction of the <b>works</b> and hereby indemnifies and holds harmless the <b>employer</b> against any such damage. The <b>contractor</b> shall take such precautions and security measures and other steps for the protection and security of the <b>works</b> as the <b>contractor</b> may deem necessary</p> <p>(b) The <b>contractor</b> shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b></p> <p>(c) The <b>employer</b> shall carry the risk of damage to or destruction of the <b>works</b> and materials paid for by the <b>employer</b> that is the result of the excepted risks as set out in 10.6</p> <p>(d) Where the <b>employer</b> bears the risk in terms of this contract, the <b>contractor</b> shall, if requested to do so, reinstate any damage or destroyed portions of the <b>works</b> and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof</p>				
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## 10.6 Injury to Persons or loss of or damage to Properties

- (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
- (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 immovable 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
- (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 thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (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**

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- (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 adequately 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
- (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**

### 10.7 High risk insurance

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

#### 10.7.1 Damage to the works

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 holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

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

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

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

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

**10.7.3** It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. 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

**10.7.4** The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_  
 Time related: \_\_\_\_\_

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1	<p><b>A11.0 LIABILITY INSURANCES</b></p> <p>Clause 11.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item		
2	<p><b>A12.0 EFFECTING INSURANCES</b></p> <p>Clause 12.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item		
3	<p><b>A13.0 No clause</b></p>			
4	<p><b>A14.0 SECURITY</b></p> <p>Clause 14.0</p> <p>Clauses 14.1 is amended by replacing them with the following:</p> <p>14.1 The employer shall choose the security to be provided. The contractor shall provide the security required or chosen by the employee in the contract data C1.2.3.</p> <p>14.4 Where <b>security</b> as a variable <b>construction guarantee</b> of ten percent (10%) of the <b>contract sum</b> (excluding VAT) has been selected:</p>			
5	<p>Clause 14.4.1 is amended by replacing it with the following:</p> <p>"equal to 10 per cent (10%) of the contract sum".</p> <p><b><u>EXECUTION</u></b></p>	Item		
6	<p><b>A15.0 PREPARATION FOR AND EXECUTION OF THE WORKS</b></p> <p>Clause 15.0</p> <p>Clause 15.1.1 is amended by replacing it with:</p> <p>No Clause</p>			
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Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

Clause 15.1 is amended by the addition of the following clause:

15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calendar days** of **commencement date**

Clause 15.2.1 is amended by replacing it with the following clause:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.4

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

# 1 **A16.0 ACCESS TO THE WORKS**

Clause 16.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

# 2 **A17.0 CONTRACT INSTRUCTIONS**

Clause 17.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

# 3 **A18.0 SETTING OUT OF THE WORKS**

Clause 18.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

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1	<b>A19.0 ASSIGNMENT</b>  Clause 19.0  Fixed:_____ Value related:_____ Time related:_____	Item		
2	<b>A20.0 NOMINATED SUB-CONTRACTORS</b>  Clause 20.0  Clause 20.1.3 is amended by replacing it with the following:  No Clause  Note: See item B9.1 hereinafter for adjustment of attendance on <b>nominated subcontractors</b> executing work allowed for under provisional sums  Fixed:_____ Value related:_____ Time related:_____	Item		
3	<b>A21.0 SELECTED SUBCONTRACTORS</b>  Clause 21.0  Fixed:_____ Value related:_____ Time related:_____	Item		
4	<b>A22.0 EMPLOYER'S DIRECT CONTRACTORS</b>  Clause 22.0  Fixed:_____ Value related:_____ Time related:_____	Item		
5	<b>A23.0 CONTRACTOR'S DOMESTIC SUBCONTRACTORS</b>  Clause 23.0  Fixed:_____ Value related:_____ Time related:_____	Item		
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## **COMPLETION**

### **1 A24.0 PRACTICAL COMPLETION**

Clause 24.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time  
related: \_\_\_\_\_

Item

### **2 A25.0 WORKS COMPLETION**

Clause 25.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time  
related: \_\_\_\_\_

Item

### **3 A26.0 FINAL COMPLETION**

Clause 26.0

Clause 26.1.2 is amended by inserting "#" next to 26.1.2

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time  
related: \_\_\_\_\_

Item

### **4 A27.0 LATENT DEFECTS LIABILITY PERIOD**

Clause 27.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time  
related: \_\_\_\_\_

Item

### **5 A28.0 SECTIONAL COMPLETION**

Clause 28.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time  
related: \_\_\_\_\_

Item

### **6 A29.0 REVISION OF DATE FOR PRACTICAL COMPLETION**

Clause 29.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time  
related: \_\_\_\_\_

Item

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1 **A30.0 PENALTY FOR NON-COMPLETION**  
Clause 30.0  
Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time  
related:\_\_\_\_\_

**PAYMENT**

2 **A31.0 INTERIM PAYMENT TO THE CONTRACTOR**  
Clause 31.0  
Clause 31.5.2 is amended by replacing "14.7.1" with  
"14.0"

3 **A32.0 ADJUSTMENT TO THE CONTRACT VALUE**  
Clause 32.0  
Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the  
addition of the following at the end of the sentence:  
"due to no fault of the **contractor**"  
Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time  
related:\_\_\_\_\_

4 **A33.0 RECOVERY OF EXPENSE AND LOSS**  
Clause 33.0  
Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time  
related:\_\_\_\_\_

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1	<p><b>A34.0 FINAL ACCOUNT AND FINAL PAYMENT</b></p> <p>Clause 34.0</p> <p>Clause 34.2 is amended by inserting "#" next to 34.2</p> <p>Clause 34.8 is amended by deleting the words "where <b>security</b> as a fixed <b>construction guarantee</b> in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"</p> <p>Clause 34.13 is amended by replacing "seven (7) <b>calendar days</b>" with "twenty-one (21) <b>calendar days</b>".</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>				
2	<p><b>A35.0 PAYMENT TO OTHER PARTIES</b></p> <p>Clause 35.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b><u>CANCELLATION</u></b></p>				
3	<p><b>A36.0 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT</b></p> <p>Clause 36.0</p> <p>Clause 36.1 is amended by the addition of the following clauses:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgement of the <b>employer</b>, has engaged in <b>corrupt</b> or <b>fraudulent practices</b> in competing for or in executing the contract</p> <p>Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "<b>principal agent</b>" with "<b>employer</b>"</p>				
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Clause 36.0 is amended by the addition of the following clause:

36.7 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 date stated 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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

1 **A37.0 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE**

Clause 37.0

Clause 37.0 is amended by the addition of the following clause:

37.5 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 date stated 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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

2 **A38.0 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT**

Clause 38.0

Clause 38.0 is amended by the addition of the following clause:

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38.7 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 date stated 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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

1 **A39.0 CANCELLATION - CESSATION OF THE WORKS**

Clause 39.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**DISPUTE**

2 **A40.0 DISPUTE SETTLEMENT**

Clause 40.0

Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"

Clause 40.6 is amended by removing the reference to:

No clause

Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:

Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the **mediator** and related costs

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

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## **SUBSTITUTE PROVISIONS**

### **1 A41.0 STATE CLAUSES**

Clause 41.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time  
related: \_\_\_\_\_

Item

## **CONTRACT VARIABLES**

### **THE SCHEDULE (C1.2 CONTRACT DATA)**

### **2 A42.0 PRE-TENDER INFORMATION**

Clause 42.0

Tenderers are referred to the document C1.2 Contract  
Data for variables pertaining to this contract

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time  
related: \_\_\_\_\_

Item

## **SECTION 1 (PART B): JBCC PRELIMINARIES**

### **B1.0 DEFINITIONS AND INTERPRETATION**

Item

### **3 B1.1 *Definitions and interpretation***

See also clause A1.0 of Section A for additional and/or  
amended definitions which shall apply equally to this  
Section

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time  
related: \_\_\_\_\_

Item

### **B2.0 DOCUMENTS**

Item

### **4 B2.1 *Checking of documents***

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time  
related: \_\_\_\_\_

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1	<b>B2.2 Provisional bills of quantities</b>  Fixed:_____ Value related:_____ Time related:_____	Item		
2	<b>B2.3 Availability of construction documentation</b>  Fixed:_____ Value related:_____ Time related:_____	Item		
3	<b>B2.4 Interests of agents</b>  Fixed:_____ Value related:_____ Time related:_____	Item		
4	<b>B2.5 Priced documents</b>  Fixed:_____ Value related:_____ Time related:_____	Item		
5	<b>B2.6 Tender submission</b>  Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance"  Fixed:_____ Value related:_____ Time related:_____	Item		
	<b>B3.0 THE SITE</b>	Item		
6	<b>B3.1 Defined works area</b>  Fixed:_____ Value related:_____ Time related:_____	Item		
7	<b>B3.2 Geotechnical investigation</b>  Fixed:_____ Value related:_____ Time related:_____	Item		
8	<b>B3.3 Inspection of the site</b>  Tenderers shall complete the Site Inspection Certificate included in the tender documents and return the same with the tender submission.  Fixed:_____ Value related:_____ Time related:_____	Item		
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1	<b>B3.4 Existing premises occupied</b> Fixed:_____ Value related:_____ Time related:_____	Item		
2	<b>B3.5 Previous work - dimensional accuracy</b> Fixed:_____ Value related:_____ Time related:_____	Item		
3	<b>B3.6 Previous work - defects</b> Fixed:_____ Value related:_____ Time related:_____	Item		
4	<b>B3.7 Services - known</b> Fixed:_____ Value related:_____ Time related:_____	Item		
5	<b>B3.8 Services - unknown</b> Fixed:_____ Value related:_____ Time related:_____	Item		
6	<b>B3.9 Protection of trees</b> Fixed:_____ Value related:_____ Time related:_____	Item		
7	<b>B3.10 Articles of value</b> Fixed:_____ Value related:_____ Time related:_____	Item		
8	<b>B3.11 Inspection of adjoining properties</b> Fixed:_____ Value related:_____ Time related:_____	Item		
	<b>B4.0 MANAGEMENT OF CONTRACT</b>	Item		
9	<b>B4.1 Management of the works</b> Fixed:_____ Value related:_____ Time related:_____	Item		
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1	<b>B4.2 Programme for the works</b>  Fixed: _____ Value related: _____ Time related: _____	Item		
2	<b>B4.3 Progress meetings</b>  Fixed: _____ Value related: _____ Time related: _____	Item		
3	<b>B4.4 Technical meetings</b>  Fixed: _____ Value related: _____ Time related: _____	Item		
4	<b>B4.5 Labour and plant records</b>  Fixed: _____ Value related: _____ Time related: _____	Item		
	<b>B5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS</b>	Item		
5	<b>B5.1 Samples of materials</b>  Fixed: _____ Value related: _____ Time related: _____	Item		
6	<b>B5.2 Workmanship samples</b>  Fixed: _____ Value related: _____ Time related: _____	Item		
7	<b>B5.3 Shop drawings</b>  Fixed: _____ Value related: _____ Time related: _____	Item		
8	<b>B5.4 Compliance with manufacturers' instructions</b>  Fixed: _____ Value related: _____ Time related: _____	Item		
	<b>B6.0 TEMPORARY WORKS AND PLANT</b>	Item		
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1	<b>B6.1 Deposits and fees</b> Fixed: _____ Value related: _____ Time related: _____	Item		
2	<b>B6.2 Enclosure of the works</b> Fixed: _____ Value related: _____ Time related: _____	Item		
3	<b>B6.3 Advertising</b> Fixed: _____ Value related: _____ Time related: _____	Item		
4	<b>B6.4 Plant, equipment, sheds and offices</b> Fixed: _____ Value related: _____ Time related: _____	Item		
5	<b>B6.5 Main notice board</b> Fixed: _____ Value related: _____ Time related: _____	Item		
6	<b>B6.6 Subcontractors' notice board</b> Fixed: _____ Value related: _____ Time related: _____	Item		
	<b>B7.0 TEMPORARY SERVICES</b>	Item		
7	<b>B7.1 Location</b> Fixed: _____ Value related: _____ Time related: _____	Item		
8	<b>B7.2 Water</b> Fixed: _____ Value related: _____ Time related: _____	Item		
9	<b>B7.3 Electricity</b> Fixed: _____ Value related: _____ Time related: _____	Item		
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1	<b>B7.4 Telecommunication facilities</b> Fixed:_____ Value related:_____ Time related:_____	Item		
2	<b>B7.5 Ablution facilities</b> Fixed:_____ Value related:_____ Time related:_____	Item		
	<b>B8.0 PRIME COST AMOUNTS</b>	Item		
3	<b>B8.1 Responsibility for prime cost amounts</b> Fixed:_____ Value related:_____ Time related:_____	Item		
	<b>B9.0 ATTENDANCE ON N/S SUBCONTRACTORS</b>	Item		
4	<b>B9.1 General attendance</b> Fixed:_____ Value related:_____ Time related:_____	Item		
5	<b>B9.2 Special attendance</b> Fixed:_____ Value related:_____ Time related:_____	Item		
6	<b>B9.3 Commissioning - fuel, water and electricity</b> Fixed:_____ Value related:_____ Time related:_____	Item		
	<b>B10.0 FINANCIAL ASPECTS</b>	Item		
7	<b>B10.1 Statutory taxes, duties and levies</b> Fixed:_____ Value related:_____ Time related:_____	Item		
8	<b>B10.2 Payment for preliminaries</b> Fixed:_____ Value related:_____ Time related:_____	Item		
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1	<p><b>B10.3 Adjustment of preliminaries</b></p> <p>Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) <b>working days</b> of taking possession of the <b>site</b>" with "when submitting his priced <b>bills of quantities / lump sum document</b>"</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item		
2	<p><b>B10.4 Payment certificate cash flow</b></p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><b>B11.0 GENERAL</b></p>	Item		
3	<p><b>B11.1 Protection of the works</b></p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item		
4	<p><b>B11.2 Protection / isolation of existing / sectionally occupied works</b></p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item		
5	<p><b>B11.3 Security of the works</b></p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item		
6	<p><b>B11.4 Notice before covering work</b></p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item		
7	<p><b>B11.5 Disturbance</b></p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item		
8	<p><b>B11.6 Environmental disturbance</b></p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item		
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1	<b>B11.7 Works cleaning and clearing</b> Fixed:_____ Value related:_____ Time related: _____	Item		
2	<b>B11.8 Vermin</b> Fixed:_____ Value related:_____ Time related: _____	Item		
3	<b>B11.9 Overhand work</b> Fixed:_____ Value related:_____ Time related: _____	Item		
4	<b>B11.10 Instruction manuals and guarantees</b> Fixed:_____ Value related:_____ Time related: _____	Item		
5	<b>B11.11 As built information</b> Fixed:_____ Value related:_____ Time related: _____	Item		
6	<b>B11.12 Tenant installations</b> Fixed:_____ Value related:_____ Time related: _____	Item		
	<b>B12.0 SCHEDULE OF VARIABLES</b>	Item		
7	<b>B12.1 Schedule of variables</b> Fixed:_____ Value related:_____ Time related: _____	Item		
	This <b>schedule</b> contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these <b>Preliminaries</b> .			
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			R	

Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the **schedule**. Key cross reference clauses are italicised in [ ] brackets

**12.1 PRE-TENDER INFORMATION**

**12.1.1 *Provisional Bills of Quantities***

[2.2] *The quantities are provisional*

YES

**12.1.2 *Availability of construction documentation***

[2.3] *Construction documentation is complete*

YES

**12.1.3 *Interest of agents***

[2.4] Details:

NIL

**12.1.4 *Defined works area***

[3.1] Details:

*The work area will be pointed out by the **principal agent** to the **contractor** who will sign written acknowledgement therefore before commencing operations.*

**12.1.5 *Geotechnical investigation***

[3.2] Details:

*Trail holes, soils investigation, etc have been carried out.*

**12.1.6 *Existing premises occupied***

[3.4] Specific requirements:

*The premises will be in use and occupied during the course of this **contract**. The **contractor** shall execute the **works** in such a manner as will least interfere with the general routine of the occupants of the premises and shall minimise any nuisance from dust, noise or other causes.*

**12.1.7 *Previous work - dimensional accuracy***

[3.5] Details:

N/A

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12.1.8 <b>Previous work - defects</b> [3.6] Details:	N/A			
12.1.9. <b>Services - known</b> [3.7] Details: <i>Should the <b>contractor</b> encounter any existing services such as underground cables, pipes or sewer during the execution of the <b>works</b> he shall notify the <b>principal agent</b> immediatly and suspend all affected work in the immediate vicinity until instruction to proceed has been given by the <b>principal agent</b>.</i>				
12.1.10 <b>Protection of trees</b> [3.9] Specific requirements: <i>Only those trees and shrubs indicated as such on the drawings shall be removed or cut down. The remainder of the trees and shrubs shall be left undamaged.</i>				
12.1.11 <b>Inspection of adjoining properties</b> [3.11] Specific requirements:	N/A			
12.1.12 <b>Enclosure of the works</b> [6.2] Specific requirements: <i>The <b>contractor</b> shall enclose the areas of work and mark areas with danger tape.</i>				
12.1.13 <b>Offices</b> [6.4.3] Specific requirements: <i>See Scope of Works C3.1, Project Specification, item 4.14.3</i>				
12.1.14 <b>Main notice board</b> [6.5] Specific requirements: <i>See Scope of Works C3.1, Project Specification, item 4.14.6</i>				
12.1.15 <b>Subcontractors' notice board</b> [6.6] A notice board is required  NO Specific requirements:				
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12.1.16 <b>Water</b>				
[7.2] Option A (by <b>contractor</b> )	YES			
Option B (by <b>employer</b> - free of charge)	NO			
Option C (by <b>employer</b> - metered)	NO			
12.1.17 <b>Electricity</b>				
[7.3] Option A (by <b>contractor</b> )	YES			
Option B (by <b>employer</b> - free of charge)	NO			
Option C (by <b>employer</b> - metered)	NO			
12.1.18 <b>Telecommunications</b>				
[7.4] Telephone	YES			
Facsimile	YES			
E-mail	YES			
12.1.19 <b>Ablution facilities</b>				
[7.5] Option A (by <b>contractor</b> )	YES			
Option B (by <b>employer</b> )	NO			
12.1.20 <b>Protection of existing/sectionally occupied works</b>				
[11.2] Protection is required	YES			
12.1.21 <b>Special attendance</b>				
[9.2] <b>Subcontractor</b> (1) details:				
<b>Subcontractor</b> (2) details:				
<b>Subcontractor</b> (3) details:				
<b>Subcontractor</b> (4) details:				
12.1.22 <b>Protection of works</b>				
[11.1] Specific requirements:	N/A			
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12.1.23 **Disturbance**

[11.5] Specific requirements:  
*The **contractor** shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the **works** all necessary temporary dust screens all to the satisfaction of the **principal agent***

12.1.24 **Environmental disturbance**

[11.6] Specific requirements: NONE

**12.2 POST-TENDER INFORMATION**

12.2.1 **Payment of preliminaries**

[10.2] Option A (prorated) YES/NO  
Option B (calculated) YES/NO

12.2.2 **Adjustment of preliminaries**

[10.3] Option A (three categories) YES/NO  
Option B (detailed breakdown) YES/NO

12.2.3 **Additional agreed preliminaries items**  
Details:

**SECTION 1(PART C): SPECIFIC PRELIMINARIES**

**Section C** contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

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1	<p><b>C1 CONTRACT DRAWINGS</b></p> <p>The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the <b>works</b> and the manner in which they are to be executed.</p> <p>Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the <b>principal agent</b>.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item		
2	<p><b>C2 GENERAL PREAMBLES</b></p> <p>The document "Specification of Materials and Methods to be used (PW371)" is obtainable on the Department's website (<a href="http://www.publicworks.gov.za/">http://www.publicworks.gov.za/</a> under "Consultants Guidelines") and shall be read in conjunction with the <b>bills of quantities</b> and be referred to for the full descriptions of work to be done and materials to be used</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item		
3	<p><b>C3 TRADE NAMES</b></p> <p>Wherever a trade name for any product has been described in the <b>bills of quantities</b>, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the <b>principal agent</b> being obtained prior to the closing date for submission of tenders.</p> <p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item		
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1 **C4 IMPORTED MATERIALS AND EQUIPMENT**

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

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_  
Time related: \_\_\_\_\_

Item

2 **C5 CONTRACT INSTRUCTIONS**

Contract instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the Contractor.

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_  
Time related: \_\_\_\_\_

Item

3 **C6 SITE LEVELS**

Before commencement of the works the Contractor shall carry out and provide the Principal Agent for approval a survey of the existing site levels in sufficient detail to enable the preparation of a final account.

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_  
Time related: \_\_\_\_\_

Item

4 **C7 UNAUTHORISED PERSONS ON SITE**

The Contractor shall not permit unauthorised persons onto and workmen to lodge on the site.

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_  
Time related: \_\_\_\_\_

Item

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1 **C8 PLANT AND LABOUR RECORD**

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_  
Time related: \_\_\_\_\_

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1	<p><b>C9 USE OF LOCAL LABOUR FROM THE EMPLOYER'S AREA OF OPERATION</b></p> <p>It is a requirement of the contract that the work be executed in such a manner as to maximise the use of local labour in order to provide the local community with employment opportunities. It is a specific requirement of this tender that the successful tenderer employs, in consultation with the Employer's representative, unemployed persons from the ranks of the local communities and the immediate surroundings, who possess the appropriate skills required for a contract of this nature.</p> <ul style="list-style-type: none"> <li>- In order to achieve the recruitment of local labour, the Employer' representative will establish, a database of unemployed persons, indicating their specialised training, previous experience and employment, etc. The successful tenderer will be required to directly employ suitable persons recruited from the employer's database and ensure that all legislative requirements regarding their employment are complied with and provide the Employer with the necessary documentary proof, if required.</li> <li>- The Contractor is required to produce weekly records suitably detailed to enable the Employer's representative to monitor the achievement of the required local labour.</li> <li>- The Contractor is required to provide informal skills training so that the required standard of workmanship is maintained.</li> <li>- With respect to Labour, the minimum rate for any and all workers contracted for this project shall be <b><u>R200 per day.</u></b></li> </ul> <p>Fixed: _____ Value related: _____ Time related: _____</p>				
		Item			
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## C10 OCCUPATIONAL HEALTH AND SAFETY ACT

The **contractor** shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

It is required of the **contractor** to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities**.

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non compliance, the **principal agent**, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_  
Time related: \_\_\_\_\_

Item

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1 **C11 GUARANTEES**

Where guarantees are called for, the Contractor shall obtain a written guarantee, addressed to the Employer, from the firm supplying the materials and/or doing the work and shall deliver same to the Principal Agent no later than the works completion date. The guarantee shall state that workmanship, materials and installation are guaranteed for a specified period from the final completion dated and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice from the Principal Agent to do so. This guarantee will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the Contractor. The Principal Agent shall be the sole judge of the cause responsible for defect of the works and his decision shall be final and binding in terms of clause 40.2 of the agreement.

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_  
 Time related: \_\_\_\_\_

Item

2 **C12 WARRANTIES FOR MATERIAL AND WORKMANSHIP**

Where warranties for materials and/or workmanship are called for, the Contractor shall obtain a written warranty, addressed to the Employer, from the firm supplying the materials and/or doing the work and shall deliver same to the Principal Agent on the certified practical completion of the contract The warranty shall state that workmanship, materials and installation are warranted for a specified period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice to do so. The warranty will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the Contractor.

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_  
 Time related: \_\_\_\_\_

Item

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1 **C13 OVERTIME**

Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the Contractor unless the Principal Agent has specifically authorised, in writing, prior to execution thereof, that costs for such overtime are to be borne by the Employer.

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_  
Time related: \_\_\_\_\_

Item

2 **C14 CO-OPERATION OF CONTRACTOR FOR COST MANAGEMENT**

It is specifically agreed that the Contractor accepts the obligation of assisting the agents in implementing proper cost management on this project. The Contractor will be advised by the Principal Agent of all cost management procedures which will be implemented to ensure that the final account does not exceed the budget.

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_  
Time related: \_\_\_\_\_

Item

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## C15 HIV/AIDS AWARENESS

It is required of the **contractor** to thoroughly study the HIV/AIDS Specification (PW1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities**. Provision for pricing of HIV/AIDS awareness is made under items C15.1 to C15.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained

The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of Clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

### 1 C15.1 AWARENESS CHAMPION

Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_  
Time related:\_\_\_\_\_

Item

### 2 C15.2 AWARENESS WORKSHOPS

Selection and appointment of a competent Service Provider approved by the **principal agent**, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_  
Time related:\_\_\_\_\_

Item

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1	<p><b>C15.3 POSTERS, BOOKLETS, VIDEOS, ETC.</b></p> <p>Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the <b>construction period</b>, all in accordance with the HIV/AIDS Specification.</p> <p>Fixed:_____ Value related:_____</p> <p>Time related:_____</p>	Item		
2	<p><b>C15.4 ACCESS TO CONDOMS</b></p> <p>Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the <b>construction period</b>, all in accordance with the HIV/AIDS Specification</p> <p>Fixed:_____ Value related:_____</p> <p>Time related:_____</p>	Item		
3	<p><b>C15.5 MONITORING</b></p> <p>Monitoring HIV/AIDS awareness of workers, providing the <b>principal agent</b> with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the <b>construction period</b> and close out, all in accordance with the HIV/AIDS Specification.</p> <p>Fixed:_____ Value related:_____</p> <p>Time related:_____</p>	Item		
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APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING  
WORK, INSTALLATION, REPAIRS/MAINTAIN OF ELECTRICAL AND MECHA  
NICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF  
36 MONTHS ( PROVISIONAL BILLS OF QUANTITIES)

Preliminaries

Bill No. 1

Preliminaries

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**SECTION NO:2**

**BILL NO. 1**

**ALTERATIONS**

**(CPAP Work Group No.102 Unless  
Otherwise Stated)**

**PREAMBLES.**

The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (1999 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.

**SUPPLEMENTARY PREAMBLES**

Tenderers are advised to visit the site and to inspect the works in conjunction with the drawings in order to ascertain the exact nature and extent of the work to be done as no claim will be entertained on the grounds of ignorance of the conditions under which the work was to be executed.

The work is to be carried out in sections in accordance with the Architect's instructions in such a manner as to cause the minimum of nuisance and delay and the various sections are to be handed over for occupation as soon as they are completed and Tenderers must allow accordingly for this in their pricing.

The Contractor will be held solely responsible for checking all floor levels and dimensions in the existing building in order that the new extensions may be correctly lined up. Should any discrepancies be found in the Architect's drawings he should be asked for a decision before continuing with the work.

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Alterations

Quantity

Rate

Amount

R

The Contractor will be held solely responsible for any damage to persons, property, equipment and for the safety of the new and existing structure throughout the whole of the contract and must make good at his own expense any damage that may occur. He must allow for protecting all existing work liable to suffer damage (ie. walls, finishes, floors, ceilings, windows, doors, loose and fixed fittings, electrical equipment and appliances, etc) during the building operations, alterations, etc. and provide all necessary materials in doing so.

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

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

Tenderers are advised that an adjacent building will be occupied during the building operations and the contractor is to carry out the work with as little noise, dust and disturbance as possible and access is to be given the staff and visitors.

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

Where face bricks are specified allow the prime cost of R5,5000.00 (five thousand five hundred rand) per thousand face bricks delivered to site.

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

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Alterations

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

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

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

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

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

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

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

Carried To Trade Summary

Bill No. 1  
Alterations

R

	Propping, strutting, shoring, etc. incidental to the alterations shall be deemed to be included in the descriptions.				
	-----				
	<u>Break Down And Remove Brickwork, Etc In</u>				
1	Chop out crack through one brick wall and grout up and make good (plaster elsewhere measured).	m	36		
	<u>Take Out And Remove Doors Or Windows Including Thresholds, Cills, Etc. And Build Up Openings In Brickwork Including Making Good Cement Plaster On Both Sides</u>				
2	Timber door and frame size 930 x 2090mm high overall from one brick wall.	No	26		
3	Ditto to double door	No	12		
	<u>Take Down And Remove Roofs, Floors, Panelling, Ceilings, Partitions, Etc.</u>				
4	Tongued and grooved timber suspended floors including, replacing all damaged timber beams, joists, bearers, plates etc, and leave the floors in good order to receive new floor coverings.	m2	34		
5	Gypsum plasterboard ceiling	m2	385		
	<u>Hack Up/Off And Remove Granolithic, Screeds, Plaster, Etc. From Concrete Or Brickwork And Prepare Surfaces For New Screeds, Plaster, Etc.</u>				
6	vinyl floor covering	m2	52		
	<u>Take Out And Remove ironmongery</u>				
7	Mortice lock and striking plate from timber door	No	14		
	<u>Making good to finishes etc</u>				
8	Floors in patches	m2	34		
9	Walls in patches	m2	13		
	Carried To Trade Summary			R	
	Bill No. 1 Alterations				

[illegible]

**APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING  
WORK, INSTALLATION, REPAIRS/MAINTAIN OF ELECTRICAL AND MECHA  
NICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF  
36 MONTHS ( PROVISIONAL BILLS OF QUANTITIES)**

[illegible]



Builders Work

Bill No. 1

Alterations

Trade Summary

Total Brought Forward From Page No.

Page  
No

Amount

42

43

44

45

46

47

Carried Forward to Summary of Section No.

R

Bill No. 1  
Alterations



1	44mm Solid core double door size 1500 x 2032mm high suitable for heavy duty. Sand down timber surface to a fine to a smooth surface and apply quality timber sealant prior to installation, all in accordance with manufacturers recommendation.	No	14		
<b><u>FRAMED FRAMES ETC</u></b>					
<u>Wrought meranti:</u>					
2	1.6mm thick rebated frame suitable single door size 813 x 2032mm fixed to one brick wall complete with hoop iron anchors welded to frame, one adjustable stainless steel striking plate for mortice locks, three rubber shock absorbers in rebate and one pair of 75mm standard heavy duty butt hinges welded to frame.	No	19		
3	1.6mm thick rebated frame suitable double door size 1500 x 2032 mm fixed to one brick wall complete with hoop iron anchors welded to frame, one adjustable stainless steel striking plate for mortice locks, three rubber shock absorbers in rebate and one pair of 75mm standard heavy duty butt hinges welded to frame.	No	14		
<u>COL Timbers Or Other Equal Approved SA Pine Dado Rail</u>					
4	Hardwood moulding dado rail skirting size 13X67mm fixed to wall.	m	34		
Carried To Trade Summary				R	
Bill No. 2 Carpentry & Joinery					

Builders Work

Bill No. 2

Carpentry & Joinery

Trade Summary

Total Brought Forward From Page No.

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No

49

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Amount

Carried Forward to Summary of Section No.

R

Bill No. 2  
Carpentry & Joinery

<u>Item No</u>		<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
	<b><u>SECTION NO: 2</u></b>			
	<b><u>BILL NO. 3</u></b>			
	<b><u>CEILING, PARTITIONS AND ACCESS FLOORING (CPAP Work Group No. 129 Unless Otherwise Stated)</u></b>			
	<b><u>PREAMBLES.</u></b>			
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (1999 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<b><u>Proprietary products in description</u></b>			
	Proprietary products shall be deemed to include the statement "or similar approved" in the description specified. Substitute products of similar quality and specification may only be used with prior approval by the Project Manager. Such approval to be obtained in writing prior to ordering, failing which the Project Manager may condemn the materials and instruct the contractor to remove these materials at his own cost.			
	Prices for openings for light fittings, ventilation grilles, air conditioning diffusers, etc are to include for any necessary additional support, trimming around, etc			
	<b><u>NAILED UP CEILING</u></b>			
	<b><u>6,4mm Gypsum plasterboard</u></b>			
1	6,4mm Gypsum plasterboard with 6 x 50mm fibre cement cover strips over joints	m2	232	
	Carried To Trade Summary			R
	Bill No. 3 Ceiling & Partitions			

<u>Gypsum plasterboard cornices</u>					
1	75mm Coved cornices, plugged to wall	m	43		
Carried To Trade Summary				R	
Bill No. 3 Ceiling & Partitions					

Builders Work

Bill No. 3

Ceiling & Partitions

Trade Summary

Total Brought Forward From Page No.

Page  
No

52

53

Amount

Carried Forward to Summary of Section No.

R

Bill No. 3  
Ceiling & Partitions

<u>Item No</u>		<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
	<p><b><u>SECTION NO: 2</u></b></p> <p><b><u>BILL NO. 4</u></b></p> <p><b><u>FLOOR COVERINGS, WALL LININGS, ETC(CPAP Work Group No. 130 Unless Otherwise Stated)</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (1999 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.</p> <p><b><u>SUPPLEMENTARY PREAMBLES.</u></b></p> <p><u>Proprietary products in description</u></p> <p>Proprietary products shall be deemed to include the statement "or similar approved" in the description specified. Substitute products of similar quality and specification may only be used with prior approval by the Project Manager. Such approval to be obtained in writing prior to ordering, failing which the Project Manager may condemn the materials and instruct the contractor to remove these materials at his own cost.</p> <p><b><u>VINYL SHEETING</u></b></p> <p><u>2mm Thick standard fully flexible heavy duty floor sheeting X 2m wide, laid in approved adhesive and joints hot seam welded with approved welding rod on cement screed.</u></p>			
1	On floors.	m2	435	
	Carried To Trade Summary			R
	Bill No. 4 Floor Coverings, Etc			



<u>Vinyl Sheeting Skirting</u>					
1	100mm high vinyl sheeting skirting fitted with capping strip	m	536		
<u>Polish, Sealers, etc.</u>					
2	Strip and seal vinyl sheeting flooring, including integral skirting turn-ups.	m2	456		
Carried To Trade Summary				R	
Bill No. 4					
Floor Coverings, Etc					

Builders Work

Bill No. 4

Floor Coverings, Etc

Trade Summary

Total Brought Forward From Page No.

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No

55

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Amount

Carried Forward to Summary of Section No.

R

Bill No. 4  
Floor Coverings, Etc

Item  
No

**SECTION NO: 2**

**BILL NO. 5**

**IRONMONGERY(CPAP Work Group No. 132  
Unless Otherwise Stated)**

**PREAMBLES**

The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (1999 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.

**SUPPLEMENTARY PREAMBLES**

Proprietary products in description

Proprietary products shall be deemed to include the statement "or similar approved" in the description specified. Substitute products of similar quality and specification may only be used with prior approval by the Project Manager. Such approval to be obtained in writing prior to ordering, failing which the Project Manager may condemn the materials and instruct the contractor to remove these materials at his own cost.  
--

**HINGES, FLOOR SPRINGS, BOLTS PANIC BOLTS,  
ETC**

Hinges, Pivots, Etc

1 100 x 75mm stainless steel brass butt hinge code 8352-100SS/2.

No

14

**LOCKSTS ETC.**

Carried To Trade Summary

R

Bill No. 5  
Ironmongery

<u>'Waterbok' lever on backplate locksets</u>					
1	Waterbok handle on 150 x 45mm presses backplate with Anodised Silver finish (code: AAL6W45-05AS) including Euro Profile cylinder upright lock case (code: L-22315-76SS) and 66mm Euro Profile double cylinder (code: 2x19SCMKD)	No	18		
<b><u>PUSH PLATES AND KICKING PLATES</u></b>					
<u>Push Plates, etc</u>					
2	800 x 250 x 2mm thick brushed stainless steel kick plate (code: AL5089-250W).	No	8		
<b><u>DOOR CLOSERS</u></b>					
<u>Door closers</u>					
3	'Overhead door closer (code: DC200) and Silver cover EN2-4 sil including all necessary mounting brackets, etc.	No	1		
<u>"Assa Abloy" or similar approved Indicator Bolts, etc</u>					
4	indicator bolt	No	22		
<b><u>LETTERS, NAMEPLATES, ETC</u></b>					
<u>Name plates, etc</u>					
5	Aluminium engraved plate E17, size 152 x 152mm (code: AL5066-06ASE17).	No	24		
<b><u>SUNDRIES</u></b>					
<u>Sundries</u>					
6	Code: 87001SS floor mounted door stop	No	19		
Carried To Trade Summary				R	
Bill No. 5 Ironmongery					

Builders Work

Bill No. 5

Ironmongery

Trade Summary

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No

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Amount

Carried Forward to Summary of Section No.

R

Bill No. 5  
Ironmongery

<u>Item No</u>		<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
	<b><u>SECTION NO: 2</u></b>			
	<b><u>BILL NO. 6</u></b>			
	<b><u>PLASTERING(CPAP Work Group No. 142 Unless Otherwise Stated)</u></b>			
	PREAMBLES.			
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (1999 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<u>Proprietary products in description</u>			
	Proprietary products shall be deemed to include the statement "or similar approved" in the description specified. Substitute products of similar quality and specification may only be used with prior approval by the Project Manager. Such approval to be obtained in writing prior to ordering, failing which the Project Manager may condemn the materials and instruct the contractor to remove these materials at his own cost.			
	<b><u>SCREED</u></b>			
	<u>Cement Screed On Concrete</u>			
1	25mm Thick on floors and landing	m2	382	
	<b><u>INTERNAL PLASTER</u></b>			
	<u>Cement Plaster 1:3 On Brickwork</u>			
2	Walls	m2	48	
	Carried Forward to Summary of Section No.			R
	Bill No. 6 Plastering			

Item  
No

Quantity

Rate

Amount

**SECTION NO: 2**

**BILL NO. 7**

**TILING (CPAP Work Group No. 144 Unless  
Otherwise Stated)**

**PREAMBLES.**

The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (1999 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.

**SUPPLEMENTARY PREAMBLES.**

Proprietary products in description

Proprietary products shall be deemed to include the statement "or similar approved" in the description specified. Substitute products of similar quality and specification may only be used with prior approval by the Project Manager. Such approval to be obtained in writing prior to ordering, failing which the Project Manager may condemn the materials and instruct the contractor to remove these materials at his own cost.

**FLOOR TILING**

Code CN59 Or Other Equal Approved Ceramic Glazed  
Floor Tiles Size 400 x 400 x 5mm Thick Fixed With  
Adhesive And Jointed And Pointed With Flush Joints In  
White Epoxy Grout On Screed (Elsewhere Measured)

1 On floors and landings with continuous joints in both directions.

m2

42

Carried To Trade Summary

R

Bill No. 7  
Tiling

1	Circular cutting.	m	12		
2	150mm High skirting formed of cut floor tiles.	m	24		
<b><u>WALL TILING</u></b>					
<u>White Glazed Ceramic Wall Tiles Size 200 x 200 x 5mm</u> <u>Fixed With Adhesive And Jointed And Pointed With</u> <u>Flush Joints In White Epoxy Grout On Plaster</u> <u>(Elsewhere Measured)</u>					
3	On walls.	m2	46		
4	On bath.	m2	26		
5	On isolated panels, splashbacks, etc to walls not exceeding 1m2.	m2	17		
6	On narrow widths.	m2	14		
7	Cut and fit around pipe not exceeding 50mm diameter.	No	12		
8	Cut and fit around pipe exceeding 50mm and not exceeding 110mm diameter.	No	8		
Carried To Trade Summary				R	
Bill No. 7 Tiling					



Builders Work

Bill No. 7

Tiling

Trade Summary

Total Brought Forward From Page No.

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No

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Amount

Carried Forward to Summary of Section No.

R

Bill No. 7  
Tiling

Item  
No

## **SECTION NO: 2**

### **BILL NO. 8**

#### **PLUMBING (CPAP Work Group No. 148 Unless Otherwise Stated)**

##### **PREAMBLES.**

The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (1999 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.

##### **SUPPLEMENTARY PREAMBLES**

###### Proprietary products in description

Proprietary products shall be deemed to include the statement "or similar approved" in the description specified. Substitute products of similar quality and specification may only be used with prior approval by the Project Manager. Such approval to be obtained in writing prior to ordering, failing which the Project Manager may condemn the materials and instruct the contractor to remove these materials at his own cost.

All fittings butting up against wall or floor finishes are to be sealed with an approved silicone sealer to the Architects satisfaction.

##### **SANITARY FITTINGS**

Carried To Trade Summary

Bill No. 8  
Plumbing & Drainage

Quantity

Rate

Amount

R

<u>Stainless Steel</u>					
1	Franke Curvline CVN611 or other equal approved inset type sink and drainer unit, size 860 x 435mm overall with one bowl situated at one end without tapholes as code 310370, 38mm PVC waste and plug with handle as code 302021, stainless steel dish drying rack as code 300701, stainless steel drainer tray as code 3033315, Spazio 1 plumbing kit as code 301152 and fitted into opening in worktop and sealed all round with anti-fungicidal silicone sealant.	No	5		
<u>White Glazed Vitreous China Fittings Including Assembling And Fixing In Position, Expanding Bolts And Mortices In Brick Or Concrete Walls, Connecting Up, Etc. (Tap And Mixer Set Reference Numbers Are Those Of Cobra Brassware Or Other Equal Approved)</u>					
2	Vaal Hibiscus code 7023 or other equal approved basin, size 510 x 405mm overall, fitted with one 15mm chromium plated elbow action pillar tap code 505-21B, chromium plated code 301-32 basin waste with plug, chain and stay and fixed to wall with two code 8448Z0 bolts.	No	12		
3	Vaal Hibiscus or other equal approved code 772654 close coupled W.C. suite comprising washdown pan, heavy duty double flap white plastic seat, matching 9 litre front single flush cistern with lid and fitments and fixed complete to wall and floor.	No	8		
4	Vaal Protea Paraplegic code 750246 or other equal approved low level W.C. suite comprising washdown pan, heavy duty double flap white plastic seat, matching 9 litre low-level cistern with lid and fitments, chromium plated side-flush lever, 40mm white PVC flush pipe and fixed complete to wall and floor.	No	6		
5	Bath-but unit fixed in position complete with all necessary fittings including taps, piping, stopper, etc	No	3		
6	Star pillar tap code 505-21B in pairs of two	No	12		
7	heavy duty double flap white plastic seat	No	13		
<u><b>WATER SUPPLIES TO FIRE APPLIANCES</b></u>					
Carried To Trade Summary				R	
Bill No. 8 Plumbing & Drainage					

[illegible]

Builders Work

Bill No. 8

Plumbing & Drainage

Trade Summary

Total Brought Forward From Page No.

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No

Amount

65

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Carried Forward to Summary of Section No.

R

Bill No. 8  
Plumbing & Drainage

Item  
No

**SECTION NO: 2**

**BILL NO. 9**

**GLAZING (CPAP Work Group No. 150  
Unless Otherwise Stated)**

**PREAMBLES.**

The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (1999 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.

**SUPPLEMENTARY PREAMBLES**

Proprietary products in description

Proprietary products shall be deemed to include the statement "or similar approved" in the description specified. Substitute products of similar quality and specification may only be used with prior approval by the Project Manager. Such approval to be obtained in writing prior to ordering, failing which the Project Manager may condemn the materials and instruct the contractor to remove these materials at his own cost.

**GLAZING TO STEEL WINDOW FRAMES WITH  
BEADS AND PUTTY**

6mm clear laminated safety glass

1 Panes exceeding 0,1m2 and not exceeding 0,5m2

m2

44

Carried To Trade Summary

R

Bill No. 9  
Glazing

1	<u>6mm frosted laminated safety glass</u>	m2	21		
	Panes exceeding 0,1m2 and not exceeding 0,5m2				
Carried To Trade Summary					R
Bill No. 9 Glazing					

Builders Work

Bill No. 9

Glazing

Trade Summary

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No

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Amount

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Bill No. 9  
Glazing



Item  
No

Quantity

Rate

Amount

**SECTION NO: 2**

**BILL NO. 10**

**PAINTWORK (CPAP Work Group No. 152  
Unless Otherwise Stated)**

**PREAMBLES.**

The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (1999 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.

**SUPPLEMENTARY PREAMBLES**

Proprietary products in description

Proprietary products shall be deemed to include the statement "or similar approved" in the description specified. Substitute products of similar quality and specification may only be used with prior approval by the Project Manager. Such approval to be obtained in writing prior to ordering, failing which the Project Manager may condemn the materials and instruct the contractor to remove these materials at his own cost.

**PAINT ON WALLS**

Carried To Trade Summary

R

Bill No. 10  
Paintwork

[illegible]

Builders Work

Bill No. 10

Paintwork

Trade Summary

Total Brought Forward From Page No.

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No

72

73

Amount

Carried Forward to Summary of Section No.

R

Bill No. 10  
Paintwork

[illegible]

Item  
No

**SECTION NO: 3**

**BILL NO:1**

**PROVISIONAL SUMS**

**SUPPLEMENTARY PREAMBLES**

General

All prime cost and provisional amounts are net and include for delivery to site of all articles concerned

General attendance and profit upon nominated and selected subcontractors.

The item "General attendance and profit" which follows each nominated and selected subcontract amount, shall be deemed to allow for contractor's profit if required and to cover all the contractor's costs incurred in providing free of charge to the nominated and selected subcontracts, the following:

1. The services as in clause B9 of the Preliminaries
2. Hoisting of the nominated and selected subcontractor's material in batches that can be handled by the contractor's hoist or crane during normal working hours
3. Making good in all trades and cleaning down and removal of rubbish on completion
4. Scaffolding not to be prematurely removed before all sub-contractors requiring the use of such, have completed their work

The following monies are to be used at the discretion of the principal agent.

- 1 Allow the sum of R2 700 000.00 (Two Million Seven Hundred Thousand Rand) for provision of temporary decanting facilities for the duration of the project.

Quantity

Rate

Amount

Item

2 700 000.00

Carried To Trade Summary

R

Bill No. 1  
Provisional Sums

APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING  
WORK, INSTALLATION, REPAIRS/MAINTAIN OF ELECTRICAL AND MECHA  
NICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF  
36 MONTHS ( PROVISIONAL BILLS OF QUANTITIES)

1	Allow the sum of R1 000 000.00 (One Million Rand) for provision of elevated backup water storage tank including all necessary connections.	Item	1 000 000.00
2	Provide the amount of R755 000.00 (Seven Hundred and Fifty Five Thousand Rand) for Contingency to be used at the principal agents discretion.	Item	755 000.00
Carried To Trade Summary		R	
Bill No. 1 Provisional Sums			

Provisional Sums

Bill No. 1

Provisional Sums

Trade Summary

Total Brought Forward From Page No.

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No

Amount

76

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Carried to Final Summary

R

Bill No. 1  
Provisional Sums

APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR BUILDING  
WORK, INSTALLATION, REPAIRS/MAINTAIN OF ELECTRICAL AND MECHA  
NICAL WORKS AT BEDFORD ORTHOPEDICS UNIT FOR A PERIOD OF  
36 MONTHS ( PROVISIONAL BILLS OF QUANTITIES)

<u>Section No</u>	<u>FINAL SUMMARY</u>	<u>Page No</u>	<u>Amount</u>
1	Preliminaries	41	
2	Builders Work	75	
3	Provisional Sums	78	
	VAT at the rate of 15%		R
	TOTAL OF BUILDING WORKS		R
	CARRIED TO TENDER FORM		R