



Province of the
EASTERN CAPE
HEALTH

REQUEST FOR QUOTATION (RFQ)

**QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO
CARRY OUT RENOVATIONS TO BUTTERWORTH HOSPITAL,
AMATHOLE DISTRICT**

SCMU3-26/27-0525-BTW

NAME OF COMPANY:

CSD Nr:

CRS Nr (CIDB):

CLOSING DATE: 18 SEPTEMBER 2026

TIME: 11:00 am

**Submission:
Online (eTender Portal)**

Technical and SCM enquiries must be directed to zanele.plaatjie@echealth.gov.za

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

PART T1

TENDERING PROCEDURES

PART T1.1: TENDER NOTICE AND INVITATION TO TENDER

T1.1 Tender Notice and Invitation to Tender

AMATHOLE HEALTH DISTRICT hereby invites contractors with a CIDB Grading of **2GB** or higher in the following Class of works (**CIDB 2GB or higher**) to tender for this “**REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO BUTTERWORTH HOSPITAL, AMATHOLE DISTRICT**” for ONCE OFF PROCUREMENT OVER a PERIOD OF **4 month’s** contract. The contract will be based on the **JBCC Works Agreement Edition 5.2 June 2024** and **The Eastern Cape Department of Health** will enter a contract with the successful tenderer.

There will be **NO** briefing meeting however tenderer can forward their quires (SCM and Technical) to zanele.plaatjie@echealth.gov.za

The closing time for the receipt of tenders through the electronic system is **11:00am** on **18 SEPTEMBER 2026**.

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and date. Tenders may only be submitted on the tender documentation that is uploaded.

B. BID EVALUATION:

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

Phase One:

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

Phase Two:

Price & Specific targeted goals in terms of the Preferential procurement regulations of 2022.

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

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

C. BID SPECIFICATIONS, CONDITIONS AND RULES

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

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

Tender validity period is **90 days**.

D. FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

Call: 0800 701 701

Guide: How to submit a response to the E-tender Portal

1. (<https://www.etenders.gov.za/>)
2. Click "Login"
3. Select "Supplier Login"
4. Type in your Central Supplier Database (CSD) login credentials.
5. Click Browse Opportunities
6. Select Currently Advertised.
7. Click "+" on any tender opportunity you wish to apply for.
8. Click on "Start e-Submission Process"
9. Select Supplier
10. Click "Start response"
11. Check the submission checklist and attached the compulsory documents.
12. Confirm and proceed.

If you experience difficulties on e-Submission please contact:
021 406 9229 /012 406 9222 or email etenders@treasury.gov.za

T1.2 TENDER DATA

T1.2 Tender Data

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

Clause number	Tender Data
3.1	The Employer is AMATHOLE HEALTH DISTRICT IN THE Department of Health (ECDoH)
3.2	The tender documents issued by the employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender. T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Dispute Resolution Mechanism Part C2: Pricing data C2.1 - Pricing Instructions C2.2 - Bills of Quantities Part C3: Scope of work C3 - Scope of work Part C4: Site information C4 - Site information
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	Name of the technical advisor: Enquiries to be directed to zanele.plaatjie@echealth.gov.za
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Procurement Method: Two (2) stage procurement procedure shall be applied.
4	Tender's obligations



4.1	Contractors who have a contractor grading designation equal to or higher than CIBD 2GB grading designation determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB 2GB or Higher class of construction work; will be considered.
4.2	The employer will compensate the tenderer as follows as per the conditions of the JBCC Works Agreement Edition 5.2 June 2024 . The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	Confidentiality and copyright of documents Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, to take the addenda into account.
4.7	There will be NO briefing meeting however tenderer can forward their queries (SCM and Technical) to zanele.plaatjie@echealth.gov.za
4.8	Seek clarification <i>Request clarification of the tender documents, if necessary, by notifying the employer through the system at least 5 (Five) working days before the closing time stated in the tender data.</i>
4.9	Tenderers are required to state the rates and currencies in Rands. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.
4.10	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using correction fluid.
4.11	Main tender offers are not required to be submitted together with alternative tenders.
4.12	No alternative tender offers will be considered
4.13.1	Tender offer communicated online shall be submitted online. Submit a) the tender offer communicated on the system plus other stated in the tender data, with a translation in a language other than the language of communication established in 3.5, and b) the parts communicated electronically by the employer or its agents on the system
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.

4.13.3	A tender security in the amount N/A The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.4	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are clearly stipulated in the invitation with the closing time and date :
4.13.5	The tenderer is required to submit with his tender the following compulsory certificates: 1) valid CIDB Grading certificate and CRS number. 2) valid COIDA Letter of Good standing from the Department of Labour and/or Federated Employers Mutual Assurance Certificate (FEM)
4.13.6	The closing time for submission of tender offers is as stated in the Online, Tender Notice and Invitation. Ensure that the employer receives the tender offer not later than the closing time stated in the tender data. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.13.7	The tender offer validity period is 90 days .
4.14	Placing of contractors under restrictions / withdrawal of tenders If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and on CIDB Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.
4.15.1	Access shall be provided for inspections and commencement of the work if awarded.
4.15.2	The preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard.
5	Employer's undertakings
5.1	The Employer will respond to requests for clarification received up to Five (5) working days before the tender closing time. If it is necessary to extend the closing time stated in the tender data due to the issuing of addenda, such extension may be granted, and all respondents will be notified accordingly.
5.2	The employer shall issue addenda until Five (5) working days before tender closing time.
5.3	Tenders will be opened immediately after the closing time for tenders at 11:00am hours .
5.4	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.



5.5	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. g) Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
5.6	Arithmetical errors, omission and discrepancies Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.
5.7.1	The financial offer will be reduced to a comparative basis using the PPPFA point calculation system of the 80/20 Principle 80 Points will be allocated for price and 20 Points will be allocated to Specific Goals.
5.7.2	The procedure for the evaluation of responsive tenders is (Administrative compliance, Price and Preference) Phase One: Administrative requirements and Mandatory requirements Phase Two: Price and specific goals (80/20 system)
	1. <u>PHASE ONE:</u>



A. Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document online before the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:

1. Bid Document must be fully completed and signed
2. Bids which are late, incomplete will not be accepted.
3. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. The status on CIDB must be active during award stage. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage).
4. Form of offer and Acceptance (fully completed and signed)
5. SBD 4 must be duly completed and signed. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract, such interest must be disclosed on question 2.3.1.
6. Compulsory Enterprise Questionnaire (Completed and signed).
7. If the offer is "Vat Inclusive", the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but includes VAT in its prices, the successful service provider will be given 21 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s).
8. Resolution to Sign (if applicable).
9. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances), failure to do so will result increase commercial risk of the bid and may lead to elimination or passing over of the bidder.
10. The tenderer is required to submit with his/her tender **all the compulsory returnable documents**.
11. The tenderer must complete and sign Schedule: SBD 1-Invitation to bid.
12. In the event where the Bidder has failed to rectify the inconsistencies and or misrepresentations within the 7 (seven) day period, the Health Department shall consider the Bidder who scored the 2nd highest points to be considered for award.
13. The Department will contract with the successful bidder by signing a formal contract.
14. Protection of personal information: Consent (POPIA).
15. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (**JBCC Minor Works Edition 5.2 of June 2024**)
16. **A fixed retention of 10% must be provided as security, in the event that the considered bidder fails to provide this security, the client will consider the next highest scoring bidder for consideration.**
17. Contractor must demonstrate that he/she has experience of having worked in a similar project. (**SUBMIT 3 REFERENCE FORMS WITH 3 PRACTICAL PCOMPLETION CERTIFICATE OF SIMILAR WORK**) (**Mandatory requirement**)
18. A risk analysis of the Bills of Quantities and list of specific detailed quotations as part of returnable documents will be carried out during the Stage 1 Administrative compliance evaluation by the Bid Evaluation Committee with the support of the Built Environment Professional Team, to check for:
 - Mistakes in the Pricing schedules, BOQ's, and to confirm whether the tender price submitted is market related and does not pose a commercial risk to the Client.
 - If detailed quotations POE (Portfolio of evidence) on specific P&G (Preliminaries & General),

OHS (Occupational Health & Safety) and specialist builders' items and installations were submitted in terms the Special Bid Conditions .

In the event where the analysis of the Bills of Quantities find inconsistencies and misrepresentation

in terms of what has been declared in the Bid submission, the Bidder may be:

- notified of such inconsistencies and or misrepresentations in writing and allowed 7 (seven) days

to rectify and or clarify such.

- eliminated and not be eligible to be evaluated under Stage 2 Price & Specific goals.

Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of

quantities or anywhere), the department requires an item similar/equivalent or better to the PSP's specification.

1. PHASE TWO: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS / PPPFA OF 2022

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

Criteria	Points
POINTS ON PRICE	80
SPECIFIC GOALS	20
TOTAL	100

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 $P_s = 80 (1 - P_t - P_{min} / P_{min})$ or $P_s = 90 (1 - P_t - P_{min} / P_{min})$ Where P_s = Points scored for price of tender under consideration P_t = Price of tender under consideration P_{min} = Price of lowest acceptable tender

A maximum of 80 or 90 points is allocated for price on the following basis: 80/20 or 90/10 $P_s = 80 (1 + P_t - P_{max} / P_{max})$ or $P_s = 90 (1 + P_t - P_{max} / P_{max})$

Where P_s = Points scored for price of tender under consideration P_t = Price of tender under consideration P_{max} = Price of highest acceptable tender

(a) The following formula will be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

The financial offer will be scored using the following formula: see above

5.7.3 The procedure for the evaluation of responsive tenders is Administrative, price and preference.

5.7.4 The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.

5.7.5 The number of paper copies of the signed contract to be provided by the employer is 1.

5.7.6 The additional conditions of tender are:
Wherever a brand name is specified in this document (i.e., specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.

T.2.1

A. List of returnable documents



1	Documentation to demonstrate eligibility to have tenders evaluated.
2	Returnable Schedules required for tender evaluation purposes. The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant: • SBD 1, SBD 4, SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 • Proposed amendments and qualifications. • Protection of personal content: Consent POPIA • Valid CIDB Certificate of Tenderer • Valid Department of Labour COIDA or FEM Letter of Good Standing Certificate. (mandatory) • Proof of Specific Goals Claimed • Part C1.1 Form of Offer and Acceptance • Part C1.2 Contract Data • Part C2.2 Bills of Quantities (Handwritten Priced. Not typed) (• Compulsory enterprise questionnaire • Record of addenda issued (Only if addenda is issued) . • Resolution for Signatory .

PART T2

RETURNABLE DOCUMENTS

ASSESSMENT OF STAGE 1 ADMINISTRATIVE REQUIREMENTS AND MANDATORY REQUIREMENTS:

The bidder shall not proceed to the next stage of evaluation if the bidder fails to submit all the mandatory information as listed here below:

BIDDER TO INDICATE BELOW IF MANDATORY DOCUMENTS WERE SUBMITTED WITH TENDER:

MANDATORY DOCUMENT TO BE SUBMITTED WITH BID:	YES	NO
SBD 1 Part of invitation to bid and terms and conditions for bidding		
SBD 4 Declaration of interest		
SBD 6.1 Preference points claim form in terms of the Preferential procurement regulations 2022		
Project Reference Form – mandatory requirement Contractor must demonstrate that he/she has experience of having worked in a similar project (SUBMIT 3 REFERENCE FORMS WITH 3 PRACTICAL COMPLETION CERTIFICATE OF SIMILAR WORK) mandatory requirement		
Protection of personal content: Consent		
Valid CIDB Certificate of Tenderer and CRS number– mandatory requirement		
Valid Department of Labour COIDA or FEM Letter of Good Standing Certificate – mandatory requirement		
Part C1.1 Form of Offer and Acceptance (Fully signed and completed)		
Part C1.2 Contract Data		
Part C2.2 Bills of Quantities (Fully priced) (Handwritten priced, scanned)		
Compulsory enterprise questionnaire.		
Record of addenda issued (Only if addenda is issued)		
Resolution for Signatory		

NB: Failure to comply with **MANDATORY** requirements will render the bid invalid and will not be evaluated further

PART T2.1: LIST OF RETURNABLE DOCUMENTS

T2.1 insert here:

The tenderer must complete the following returnable documents:

1 Returnable Schedules required for bid/quotation evaluation purposes.

- SBD 1
- SBD 4
- SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
- Proposed amendments and qualifications.
- Protection of personal content: Consent
- Valid CIDB Certificate of Tenderer and CRS number
- Valid Department of Labour COIDA or FEM Letter of Good Standing Certificate
- Proof of Specific Goals Claimed
- Part C1.1 Form of Offer and Acceptance
- Part C1.2 Contract Data
- Part C2.2 Bills of Quantities
- Compulsory enterprise questionnaire
- Record of addenda issued (Only if addenda is issued)
- Resolution for Signatory

2 Other documents required for bid/quotation evaluation purposes.

- **Contractor must demonstrate that he/she has experience of having worked in a similar project
(SUBMIT 3 REFERENCE FORMS WITH 3 PRACTICAL COMPLETION CERTIFICATE OF SIMILAR WORK)**



Province of the
EASTERN CAPE
HEALTH

PART B

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (AMATHOLE HEALTH DISTRICT, EAST LONDON)

BID NUMBER:	SCMU3-26/27-0525-BTW	CLOSING DATE:	18 SEPTEMBER 2026	CLOSING TIME:	11:00
DESCRIPTION	REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO BUTTERWORTH HOSPITAL, AMATHOLE DISTRICT.				

BID RESPONSE DOCUMENTS MUST BE SUBMITTED ON E-TENDER PORTAL (ONLINE)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO	
CONTACT PERSON	Ms. Z. Plaatjie	CONTACT PERSON	Ms. Z. Plaatjie
TELEPHONE NUMBER	0437076800	TELEPHONE NUMBER	0437076800
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Zanele.Plaatjie@echealth.gov.za	E-MAIL ADDRESS	Zanele.Plaatjie@echealth.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
A) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	B) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME ON THE SYSTEM. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ONLINE (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

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

DATE:



NAME OF BIDDER (Entity as registered on CSD)

Ownership Details (as registered on CSD)

Name & Surname	Describe Category of Ownership (HDI. Women, Youth, Disabled, Military Veteran)	ID No.	% Percentage of Ownership

TOTAL OWNERSHIP AS REGISTERED ON CSD

--

Compulsory Enterprise Questionnaire

Compulsory Enterprise questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number Tax
reference number

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

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

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

- 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 the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- 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

BIDDER'S DISCLOSURE

SBD 4

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

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

3 DECLARATION

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

RECORD OF ADDENDA TO BID DOCUMENTS

BID DESCRIPTION		REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO BUTTERWORTH HOSPITAL, AMATHOLE DISTRICT.	
SCMU NUMBER		SCMU3-26/27-0525-BTW	
I / We confirm that the following communications received from the Department of Health before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

BID DESCRIPTION	REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO BUTTERWORTH HOSPITAL, AMATHOLE DISTRICT.
SCMU NUMBER	SCMU3-26/27-0525-BTW

Page	Clause /Item	Proposal

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

Signed

Date

Name

Position

Enterprise name

RESOLUTION FOR SIGNATORY

BID DESCRIPTION	REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO BUTTERWORTH HOSPITAL, AMATHOLE DISTRICT.
SCMU NUMBER	SCMU3-26/27-0525-BTW

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example is given below:

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

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

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

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

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

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

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

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

BID DESCRIPTION	REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO BUTTERWORTH HOSPITAL, AMATHOLE DISTRICT.	
SCMU NUMBER	SCMU3-26/27-0525-BTW	
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....

SBD 6.1

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

BID DESCRIPTION	REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO BUTTERWORTH HOSPITAL, AMATHOLE DISTRICT.
SCMU NUMBER	SCMU3-26/27-0525-BTW

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

The applicable preference point system for this tender is the 80/20 or 90/10 preference point system.

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of —
- (a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 80/20 preference point system.

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

(Note to organs of state: Where either the 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Equity Ownership by:		
Historical Disadvantaged Individuals Ownership (South African citizen – who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993), on the basis of:		
Historically Disadvantaged Individuals - Race	20% (4)	
Historically Disadvantaged Individuals - Women	20% (4)	
Historical Disadvantaged Individual - Disability Ownership	20% (4)	
Youth Ownership	20% (4)	
Military Veterans Ownership	10% (2)	
Locality Ownership	10% (2)	
TOTAL	100% (20)	

- a) *Service providers must submit proof of its Specific Goals points claimed / status of contributor.*
- b) *The Specific Goals supporting documents required to verify claimed points may in line with the specified requirements include:*
 - *Historically Disadvantaged Individuals Ownership: Proof of ownership (CIPC certificate) with id no.*
 - *Women Ownership: Ownership: Proof of ownership (CIPC certificate) with id no.*
 - *Youth Ownership: Ownership: Proof of ownership (CIPC certificate) with id no.*



- *Disability Ownership: Proof of ownership (CIPC certificate) with valid medical documentary proof.*
- *Military Veterans Ownership: Proof of ownership (CIPC certificate) with valid proof of veteran status.*
- *Locality Ownership: Proof of business address must be based in Amathole District Municipality as appeared on CSD report. A proof in a form of Municipal Account or Valid Lease agreement or Letter from Local Municipal council, stamped and date not older than three months must be submitted to score 2 points for locality. Updated CSD report*

Table 2: Detailed description and definition of various categories of the specific goal points that can be claimed.



No.	Detailed description and definition of various categories	Portfolio of Evidence as part of the returnables
1	Historically Disadvantaged Individuals Ownership: [Historically Disadvantaged Individual (HDI). Means a South African citizen who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) ("The Interim Constitution") and /or Who is a female; and/or Who has a disability]. A South African ID number is a 13-digit number which is defined by the following format: YYMMDDSSSSCAZ. • The first 6 digits (YYMMDD) are based on your date of birth. 20 February 1992 is displayed as 920220. • The next 4 digits (SSSS) are used to define your gender. Females are assigned numbers in the range 0000-4999 and males from 5000-9999. • The next digit (C) shows if you're an SA citizen status with 0 denoting that you were born a SA citizen and 1 denoting that you're a permanent resident.	1) Proof of ownership (CIPRO certificate) with id no. 2) Proof of ownership (CSD report) with id no. 3) Certified copy of ID of all owners.
2	Women Ownership: A South African ID number is a 13-digit number which is defined by the following format: YYMMDDSSSSCAZ. • The first 6 digits (YYMMDD) are based on your date of birth. 20 February 1992 is displayed as 920220. • The next 4 digits (SSSS) are used to define your gender. Females are assigned numbers in the range 0000-4999 and males from 5000-9999.	1) Proof of ownership (CIPRO certificate) with id no. 2) Proof of ownership (CSD report) with id no. 3) Certified copy of ID of all owners.
3	Military Veterans Ownership: According to the 2011 Military Veterans act, a military veteran is any South African who rendered military service to any of the military organisations, former statutory and liberation armies, which were involved on all sides of South Africa's liberation war from 1960 to 1993; served in the then Union Defence Force.	1) Proof of ownership (CIPRO certificate) with id no. with valid proof of veteran status. 2) Proof of ownership (CSD report) with id no. with valid proof of veteran status. 3) Certified copy of ID of all owners.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole propriety
Close corporation

Public Company
Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF BIDDER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

VALID CIDB CERTIFICATE OF A TENDERER

(ATTACH HERE)

**VALID DEPARTMENT OF LABOUR
COIDA LETTER OF GOOD STANDING
CERTIFICATE**

(ATTACH HERE)

**SERVICE PROVIDERS MUST SUBMIT
PROOF OF ITS SPECIFIC GOALS**

POINTS CLAIMED/ STATUS OF CONTRIBUTOR.

(ATTACH HERE)

The Specific Goals supporting documents required to verify claimed points may in line with the specified requirements include the following attachments:

- *Historically Disadvantaged Individuals Ownership: Proof of ownership (CIPC certificate) with id no.*
- *Women Ownership: Ownership: Proof of ownership (CIPC certificate) with id no.*
- *Youth Ownership: Ownership: Proof of ownership (CIPC certificate) with id no.*
- *Disability Ownership: Proof of ownership (CIPC certificate) with valid medical documentary proof.*
- *Military Veterans Ownership: Proof of ownership (CIPC certificate) with valid proof of veteran status.*
- *Locality Ownership: Proof of business address must be based in Amathole District Municipality as appeared on CSD report. A proof in a form of Municipal Account or Valid Lease agreement or Letter from Local Municipal council, stamped and date not older than three months must be submitted to score 2 points for locality.*
- *Updated CSD report*

POPIA

PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)

The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion. As part of its business activities, the Department of Health obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the Department of Health from time to time. The Department of Health confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

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

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

AGREEMENT

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

3. Bidder's Obligations

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

On behalf of the Bidder:

.....
Signature

.....
Date

.....
Position

.....
Name of the Bidder

On behalf of the Client:

.....
Signature

.....
Date

.....
Position

.....
Name of Client Representative



THE CONTRACT



PART C1

AGREEMENTS AND CONTRACT DATA



PART C1.1: FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE

Bid Description	REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO BUTTERWORTH HOSPITAL, AMATHOLE DISTRICT.
SCMU number	SCMU3-26/27-0525-BTW

OFFER

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

CIDB Grading of CIDB 2GB Contractor or higher for the “REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO BUTTERWORTH HOSPITAL, AMATHOLE DISTRICT.”

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

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

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

.....

.....Rand (in words);

R(in figures) (or
other suitable wording)

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

Signature

Name

Capacity

**for the
tenderer**

.....
(Name and address of organization)

Name and signature

of witness Date



ACCEPTANCE

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

Part C1 Agreements and contract data, (which includes this agreement)
Part C2 Pricing data
Part C3 Scope of work.
Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

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

Signature

.....
Name:

Capacity:

Amathole Health District of the Eastern Cape Department of Health

for the Employer

**Eastern Cape Department of Health
Amathole Health District
No. 19th St James Road, Old Building,
Southernwood
East London
5200**

(Amathole Health District)

Name and signature

of witness Date



Schedule of Deviations

1 Subject _____
Details _____

2 Subject _____
Details _____

3 Subject _____
Details _____

4 Subject _____
Details _____

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

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

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

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

PART C1.2: CONTRACT DATA

The Joint Building Contracts Committee® - NPC

CONTRACT DATA

For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES

Minor Works Agreement

Edition 5.2 – June 2024

A PROJECT INFORMATION

A1.0 Works [1.1]

Project name	REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO BUTTERWORTH HOSPITAL, AMATHOLE DISTRICT.
Reference number	SCMU3-26/27-0525-BTW
Works description	Refer to document C3 – Scope of Work

A2.0 Site [1.1]

Erf / stand number	Refer to document C4 – Site Information
Township / Suburb	Butterworth, Eastern Cape
Site address	Refer to document C4 – Site Information
Local authority	Mnquma Local Municipality – Butterworth

A3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Amathole Health District	
Business registration number	N/A	
VAT/ number	N/A	
Country	South Africa	
Employer's representative: Name	District Manager	
Email	Supply Chain Enquiries: Zanele.plaatjie@echealth.gov.za	Technical Enquiries: Zanele.plaatjie@echealth.gov.za



A4.0 Principal Agent [1.1]

Discipline	Project Manager		
Name	Triviron Project Management		
Legal entity of above		Contact person	Letshego Thangane
Practice number		Telephone number	
		Mobile number	
Country	South Africa	E-mail	letshego@triviron.co.za
Postal address	58 St Peters Road, Southernwood, East London	Postal Code	5200
Physical address	58 St Peters Road, Southernwood, East London	Postal Code	5200

A5.0 Agent [1.1]

Discipline	Architects		
Name	Triviron Project Management		
Legal entity of above		Contact person	William Martinson
Practice number		Telephone number	
		Mobile number	
Country	South Africa	E-mail	williamm@o-l.co.za
Postal address	1st Floor, Pilot Mill House, The Quarry, Selborne, East London	Postal Code	5200
Physical address	1st Floor, Pilot Mill House, The Quarry, Selborne, East London	Postal Code	5200

A6.0 Agent [1.1]

Discipline	Quantity Surveyors		
Name	Triviron Project Management		
Legal entity of above		Contact person	Siyabulela Liwani
Practice number		Telephone number	
		Mobile number	
Country	South Africa	E-mail	siyabulela@liwaniconsulting.co.za
Postal address	Donald Square, 2nd Floor, 6 Donald Road, Vincent, East London	Postal Code	5247



Physical address	Donald Square, 2nd Floor, 6 Donald Road, Vincent, East London	Postal Code	5247
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A7.0 Agent [1.1]

Discipline	Civil Engineer		
Name	Triviron Project Management		
Legal entity of above		Contact person	Sylvester Mkanza
Practice number		Telephone number	
		Mobile number	
Country	South Africa	E-mail	sylvester@tsmak-pm.com
Postal address	58 St Peters Road, Southernwood, East London	Postal Code	5200
Physical address	58 St Peters Road, Southernwood, East London	Postal Code	5200

A8.0 Agent [1.1]

Discipline	Structural Engineer		
Name	Triviron Project Management		
Legal entity of above		Contact person	Michael Were
Practice number		Telephone number	
		Mobile number	
Country	South Africa	E-mail	wereow@blkprojects.com
Postal address	58 St Peters Road, Southernwood, East London	Postal Code	5200
Physical address	58 St Peters Road, Southernwood, East London	Postal Code	5200

A9.0 Agent [1.1]

Discipline	Electrical Engineer		
Name	Triviron Project Management		
Legal entity of above		Contact person	Richard Moloto
Practice number		Telephone number	
		Mobile number	
Country	South Africa	E-mail	Richard@risimati.co.za
Postal address	58 St Peters Road, Southernwood, East London	Postal Code	5200
Physical address	58 St Peters Road, Southernwood, East London	Postal Code	5200



A10.0 Agent [1.1]

Discipline	Mechanical Engineer		
Name	Triviron Project Management		
Legal entity of above		Contact person	Bheki Maseko
Practice number		Telephone number	
		Mobile number	
Country	South Africa	E-mail	bheki@risimati.co.za
Postal address	58 St Peters Road, Southernwood, East London	Postal Code	5200
Physical address	58 St Peters Road, Southernwood, East London	Postal Code	5200

A11.0 Agent [1.1]

Discipline			
Name			
Legal entity of above			
Practice number			
Country			
Postal address			
Physical address			

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

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

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

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

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

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 5.2 June 2024	1 to 30
The JBCC® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 5.2 June 2024	1 to 14
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 5.2 June 2024	1 to 7

Contract drawings – description	Number	Revision	Date
First Floor-Refurbishment	240028-PRF16/25-302	01	2025-10-11
Basement-Refurbishment	240028-PRF16/25-300	01	2025-10-11

B 5.0 Employer's Agents [6.0]

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

Principal Agent

Principal agent's and **agents'** interest or involvement in the **works** other than a professional interest [6.3]

None

B 6.0 Insurances [10.0]

Insurances by employer		Amount including tax	Deductible amount including tax
Yes / No:	No		
Contract works insurance:			
	New works [10.1.1] (Contract sum or amount)		
or	Works with practical completion in sections [10.2]		



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

and/or

Insurances by Contractor		Amount including tax	Deductible amount including tax
Yes / No:	Yes		
	New works [10.1.1] (Contract sum or amount)	N/A	N/A
or	Works with practical completion in sections [10.2] (contract sum or amount)	N/A	N/A
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)	To the minimum value of the contract sum + 10%	With a deductible not exceeding 5% of each and every claim
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Escalation, professional fees and reinstatement costs if not included above	N/A	
Total of the above contract works insurance amount		To the minimum value of the contract sum + 10%	
Supplementary insurance [10.1.2; 10.2]		R1 million	With a deductible not exceeding 5% of each and every



			claim
Public liability insurance [10.1.3; 10.2]		R5 million	
Removal of lateral support insurance [10.1.4; 10.2]		No	
Other insurances [10.1.5]			
Yes/ No?	No	If yes, description 1	
Hi Risk Insurance [10.1.5.1]			
Yes/ No?	No	If yes, description 2	

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes / No?	Yes
If yes, description	The Contractor will, throughout the entire period of the works, be responsible for the proper and adequate protection of property and the public and ECDOHs personnel from damage or injury resultant from the works and for the proper security of the site at all times during the course of the works. Further, the Contractor must allow for all temporary hoardings, fans and walkways, etc. required by the Local Authorities, National Building Regulations. OHS Act and or demanded by his own requirements. Allowance must further be made for periodic adjustment of any hoardings/ temporary fencing and for their eventual removal and for making good. The following specific fencing is required. All other temporary fencing hoardings etc. Required must be priced for in the Preliminaries of these Bills of Quantities.		
Restriction of working hours [12.1.2]		Yes / No?	Yes
If yes, description	07h30 to 17h00 Weekdays only		
Natural features and known services to be preserved by the contractor [12.1.3]		Yes / No?	No
If yes, description			
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes / No?	Yes
If yes, description	Work areas and restricted areas shall be defined at Site Handover		
Supply of free issue [12.1.10]		Yes / No?	No
If yes, description			

B 8.0 Nominated subcontractors [14.0]



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

B 9.0 Selected subcontractors [15.0]

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

B 10.0 Direct contractors [16.0]

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

B 11.0 Description of sections [20.1]

Section 1	N/A
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B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]



Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
		5 Working days	7 Calendar Months (Shutdown period excluded)	4.75/R100 of Contract amount

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

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

Criteria to achieve **practical completion** not covered in the definition of **practical completion**

No further Criteria

B 13.0 Defects liability period [21.0]



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

B 14.0 Payments [25.0]

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

B 15.0 Dispute resolution [30.0]

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

B 16.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [B2.2]	Yes / No?	No
Availability of construction information – is the construction information complete? [B2.3]	Yes / No?	Yes
Previous work - dimensional accuracy - details of previous contract(s) [B3.1]	N/A	
Previous work - defects - details of previous contract(s) [B3.2]	N/A	
Inspection of adjoining properties - details [B3.3]	N/A	
Handover of site in stages - specific requirements [B4.1]	Refer to B11 (Contract Data)	
Enclosure of the works - specific requirements [B4.2]	Hoarding to working areas.	
Geotechnical and other investigations - specific requirements [B4.3]	N/A	
Existing premises occupied - details [B4.5]	Working Areas will be occupied	



Services - known - specific requirements [B4.6]		No	
Water [B8.1]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Electricity [B8.2]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Ablution and welfare facilities [B8.3]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
Communication facilities - specific requirements [B8.4]		No specific requirements	
Protection of the works - specific requirements [B11.1]		No specific requirements	
Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]		No specific requirements	
Disturbance - specific requirements [B11.5]		No specific requirements	
Environmental disturbance - specific requirements [B11.6]		No specific requirements	

B 17.0 Changes made to JBCC® documentation

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

1.1 Definitions

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

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

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

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

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

3.0 Offer and Acceptance

Amend 3.3 to read as follows:

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

6.0 Employer's Agents

Add the following as 6.7:

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

9.0 Indemnities

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

10.0 Insurances

Add the following as 10.1.5.1:

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 sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or do line formation the following will apply:

10.1.5.1.1 Damage to **the works**

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

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

10.1.5.1.2 Injury to persons or loss of or damage to property

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

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

10.1.5.1.3

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

10.1.5.1.4

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

11.0 Securities

Amend 11.10 to read as follows:

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

12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

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

12.2.2: Not applicable

Add the following as 12.2.22:

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

19.0 Practical Completion

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

21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

The sixty (60) **calendar days** defects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (365) **calendar days** in respect of the listed applicable elements

25.0 Payment

25.7.5: Not applicable

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

25.14.2: Not applicable

27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

29.0 Termination

Add the following after 29.1.3:

or where ...

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

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



C TENDERER'S SELECTIONS

C 1.0 Security [11.0]

Guarantee for construction: Select Option A or B		Option:	
Option A	Guarantee for construction (variable) by contractor [11.1.1]		
Option B	Guarantee construction (fixed) by contractor [11.1.2]		
Guarantee for payment by employer [11.5.1; 11.10]		Not Applicable	
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]		Not Applicable	

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

Year 1 contractor's annual holiday period	start date		end date	
Year 2 contractor's annual holiday period	start date		end date	
Year 3 contractor's annual holiday period	start date		end date	

C 3.0 Payment of preliminaries [25.0]

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

Payment methods

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

Lump sum contract

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

C 4.0 Adjustment of preliminaries [26.9.4]

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

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

Provision of particulars

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

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

Adjustment Methods

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

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

Failure to provide particulars within the period stated

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

Lump sum contract

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

PART C1.3: DISPUTE RESOLUTION MECHANISM

C1.3 CIDB ADJUDICATOR'S AGREEMENT

C1.3 CIDB ADJUDICATOR'S AGREEMENT

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

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

* Delete as necessary

IT IS NOW AGREED as follows:

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

SIGNED by: _____

Name: _____

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

SIGNED by: _____

Name: _____

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

SIGNED by: _____

Name: _____

the Adjudicator in the
presence of

Witness

Name: _____

Address: _____

Witness:

Name: _____

Address: _____

Witness:

Name: _____

Address: _____

Date: _____ Date: _____ Date: _____

Contract Data

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

PART C2

PRICING DATA

PART C2.1: PRICING INSTRUCTIONS

C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
 - b) Mechanical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Mechanical Engineering Works.
 - c) Electrical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Electrical Engineering Works.
- 2 The agreement is based on the JBCC Edition 5.2 June of 2024, prepared by the Joint Building Contracts Committee, the additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the [preliminaries for the use of JBCC Minor Works Edition 5.2 June 2024](#). Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted but only if approved by the principal agent.
- 7 The bills of quantities forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, The Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings, The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.0" is obtainable on the Department's website (<http://www.publicworks.gov.za/> under "Consultants Guidelines"), and shall be read in conjunction with the **bills of quantities** / lump sum document and be referred to for the full descriptions of work to be done and materials to be used The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0" is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document
- 8 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
- 9 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities

- 10 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
- 11 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 12 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 11 but taking into account the revised period for completing the works.
- 13 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 14 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 13 apply or where no selection is made, the adjustments shall be based on the following breakdown:
 - a) 10 percent is Fixed
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related
- 15 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 16 The tender price must include Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.
17. The Contractor shall adhere to "The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)", and yearly pronounced increases for duration of contract.
18. Voting day / Election Day 2024 will be a statutory public holiday and contractor must make provision in his/her bid. No further claims will be entertained in this regard.

PART C2.2 – BILLS OF QUANTITIES

**REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT
RENOVATIONS TO BUTTERWORTH HOSPITAL, AMATHOLE DISTRICT.**

Pricing Data

SEE ATTACHED

PART C3

SCOPE OF WORKS

C3 SCOPE OF WORK

Bid Description:	REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO BUTTERWORTH HOSPITAL, AMATHOLE DISTRICT.
Tender No:	SCMU3-26/27-0525-BTW

C3.1 SCOPE OF WORKS

DESCRIPTION OF THE WORKS:

PAINT SPECIFICATION FOR INTERNAL SURFACES AT BUTTERWORTH HOSPITAL

MAIN BUILDING

General notes re painting: All paint to comply with SANS 10305:

- a) All alkali-resistant plaster primers to be in accordance with sabs 1416
- b) All eggshell enamels are to comply with sabs 515:1972
- c) All universal undercoats to comply with sabs 681 of 1997
- d) All emulsion paints are to comply with sabs 1586: 1995 grade 1
- e) All high-gloss alkyd paints to comply with sabs 63
- f) All paints on site to be restricted to one manufacturer, with complete paint systems - primer, undercoat and finishing coat to be as per same manufacturer.
- g) contractor to present proposed paints for acceptance by architect before purchasing.

A. REPAINTING OF WALLS:

Repainting of walls shall include repainting of all reveals and painted window cills (internally).

A.1 On plastered walls where paint is in good condition:

Remove loose and flaking paint back to a sound and firm substrate by scraping and sanding. Clean with sugar-soap powder solution to remove all contaminants and chalked material. Rinse with clean water to remove all traces of sugar soap. Allow to dry. Sand glossy enamel surfaces to a matt finish to aid adhesion and dust off. Spot prime bare areas with plaster primer, followed by 2 coats of eggshell enamel paint. Colour to architect approval.

A.2 On walls where previously painted surfaces are in poor condition:

Completely remove paint by most appropriate means e.g. scraping or coarse sanding. Wash thoroughly with sugar soap powder solution. Rinse with fresh water. Ensure that plaster below is sufficiently dry in accordance with manufacturer's instructions prior to refinishing.

A2.1 Cracks in walls are to be opened to ascertain depth and extent.

Remove all loose plaster or flaking paint. Engineer to be allowed to inspect all opened cracks prior to treating and refinishing. Structural repairs where applicable as per structural engineer prior to repainting.

A2.2 Surface cracks in plaster only: Open damaged area sufficiently to allow repair material to be adequately filled to achieve a mechanical bond. Clean away dust, grease, and grime from surface. Fill areas with approved Masonry Patching Plaster by using a putty knife or trowel. Smooth off whilst still wet. Allow to dry for 24 hours.

A2.3 Apply bonding liquid to all chalky surfaces after cleaning.

A2.4 Patch prime any new fillers or plaster repaired areas using Professional Plaster Primer and allow 16 hours drying at 23°C. Topcoat: Apply two coats EGGSHELL ENAMEL Paint: colour to Architect approval.

A.3 Repainting of gypsum dry walling:

A3.1 Ensure surfaces are dry, sound, and free from surface contaminants, e.g. loose particles, dust, oil, etc. Remove loose and peeling paint with scraper or hand sanding, taking care not to damage the board substrate. Feather edges and dust off. Clean previously painted areas in good condition with Sugar Soap Solution to remove surface contaminants. Rinse carefully with tap water to remove all traces of Sugar Soap and allow to dry. Sand old glossy enamel surfaces to a matt finish and dust off. Apply two coats EGGSHELL ENAMEL Paint: colour to Architect approval.

A3.2 Where dry walling is damaged with gouges or holes, allow to fit new sections of 12.5mm gypsum dry walling fixed with 25mm drywall screws spacing shall not exceed 220mm c/s and boards are to be fixed to studs. All joints taped and skimmed: Apply approved joint tape to all joints and internal corners. All screw heads to be spotted with primer. Apply 1 layer of gypsum plaster to the entire surface of the drywall. The surface shall be completely smooth and free of any marks and surface blemishes. The entire surface of the drywall shall receive a coat of oil-based plaster primer before final decoration. Finish with 2 coats Eggshell Enamel: Colour to architect approval.

B. REPAINTING OF CEILINGS:

Repainting of ceilings shall include any down-stand beams projecting from the ceiling.

B.1 Repainting of plastered concrete ceilings or gypsum nail-up ceilings:

Remove loose and flaking paint back to a sound and firm substrate by scraping and sanding. Clean with sugar-soap powder solution to remove all contaminants and chalked material. Rinse with clean water to remove all traces of sugar soap. Allow to dry. Sand glossy enamel surfaces to a matt finish to aid adhesion and dust off. Organic growth (such as black mould) to be thoroughly removed and the spores killed using household bleach, rinse and allow to dry. Spot prime bare areas with plaster primer, followed by 2 coats of eggshell enamel paint. Colour to architect approval. Treat and repaint cornices as for ceiling.

B.2 Repairs to damaged gypsum nail-up ceilings or cornices:

Neatly cut out all damaged areas and assess the branding for damage or inadequacies and replace and make good where necessary. Insert new gypsum board to match existing thickness. Joints between the new and existing board to be taped with scrim tape and skimmed to a smooth blemish free surface or new cover strips to be applied to match existing. Replace damaged cove gypsum cornice with new gypsum cornice to match existing. Repaint as for B1 above.

C. REPAINTING OF GRANO SKIRTINGS AND/OR FLOORS:

C.1 Existing painted grano skirting's - not exceeding 300mm girth: refer item '5' on floorplans

Remove loose and flaking paint back to a sound and firm substrate by scraping and sanding. Clean with sugar-soap powder solution. Rinse with clean water to remove all traces of sugar soap. Allow to dry. Sand glossy enamel surfaces to a matt finish to aid adhesion and dust off. Apply approved primer coat: to sound and dust-free surface which is pre-dampened (but no free water). Apply approved final coat in 2 coats for final dry film thickness between 80 and 100 microns. Over coating time minimum 4 - 6 hours at 25°C. Colour to Sea Grey. Ensure adjoining vinyl or other floor and wall finishes are protected during painting to prevent any staining.

C.2 Existing painted grano floors: refer item '6' on floorplans as C.1 above, but applicable to entire floor in the room and coved grano skirting.

D. REPAINTING OF STEEL-FRAMED WINDOWS & DOORS:

Repainting of windows and doors shall include any steel burglar bars or security gates and frames.

D.1 All steel window frames, to be repainted as follows: Use a scraper to remove all flaking paint and rust particles. Sand metal surfaces smooth to solid base. Clean all prepared surfaces with thinners on cloth to degrease all surfaces prior to painting. Cut away broken or severely rusted frame sections and weld new sections in place. Paint all new metal surfaces with metal primer. Immediately apply thick coat of approved Rust Converter with a brush, thoroughly working product into all surface imperfections. Allow 4 - 6 hours drying time. No thinning is permitted. Paint frames with 2 coats high-gloss alkyd paints. Colour: to architect approval.

D.2 All steel door frames to be repainted as follows: Use a scraper to remove all flaking paint Sand metal surfaces smooth to solid base. Clean all prepared surfaces with thinners on cloth to degrease all surfaces prior to painting. Paint frames with 2 coats high-gloss alkyd paints. Colour: to architect approval.

E. REPAINTING OF INTERNAL DOORS

Remove any loose or flaking paint. Any minor holes/damages to be filled with suitable wood filler and prime with pink wood primer before finish coat is applied. Entire door to be sanded with 100 grit paper and finish off with 220 grit paper to form a smooth surface suitable for painting. Dust off and paint with 2 coats of high-gloss alkyd paint - colour to architect approval. All sides to be painted.

F. REPAIRS OF EXTERNAL WATERPROOFING

Mechanically strip existing waterproofing to existing sidewall flashings and headwall flashings in the affected areas

referenced as “3” on the floorplans. Clean the substrate removing any loose plaster, malthoid layers or vegetation growing in the water-proofing junctions. Fill all cracks and broken plaster areas on upstands or walls with structural sealant to a sound, smooth, dry surface. Apply 4mm Torch-on bituminous waterproofing membrane, including primers and aluminium UV finish coat - full system as recommended by manufacturer applied by manufacturer approved specialist. Metal counter flashing to be applied over all turn-ups. Flood test to ensure water tightness. An Architect and contractor are to inspect water-damaged areas on site prior to commencing with repairs. Final remedial specification may vary but will be by formal instructions at pre-agreed rates.

C3.2 RESTRICTIONS AND CONSTRAINTS

- The completion of the project is urgent and work shall be executed during normal working hours i.e. 07h30 till 17h00 weekdays only. Work required to be executed outside of these hours must be arranged with the Facilities Manager and the Chief Executive of the hospital, in advance.
- Noise must be kept to a minimum and within acceptable levels at all times.
- All shut-offs and tie/cut-ins to existing services must be arranged in advance with the Facilities Manager and a methodology with appropriate mitigation of risks must be prepared by the contractor and submitted to the relevant Professional discipline in advance, for approval.
- Dust emanating from the work site must be controlled at all times.

C3.3 OPERATIONAL PROTOCOLS

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

C3.4 ACCESS AND SITE ESTABLISHMENT

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

Preliminaries section of the Bills of Quantities.

- The areas for site establishment are as per the diagrams indicated in C3.13 Areas for Establishment and Hoardings of these tender documents. The contractor shall be liable for fencing, ablutions, storage containers etc. and reinstatement of the site establishment area on completion. The Contractor will be liable for costs of connection, cabling etc. required. No contractor's representatives or workers are allowed to sleep at establishment area or within the complex.

The Contractors are required to price for establishment, de-establishment and re-instatement in the Preliminaries section of the Bills of Quantities.

C3.5 ACCEPTANCE OF TENDERS

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

C3.6 MINIMUM WAGE

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

C3.7 TEMPORARY WORKS

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

C3.8 EMPLOYER'S DESIGN

N/A

C3.9 DESIGN BRIEF

The Contractor is not required to undertake any design of the permanent works. The design of the temporary works shall be carried out in accordance with all relevant standards and codes of practice, with particular emphasis on the requirements of the OHS Act.

C3.10 DRAWINGS

See listed below:

1. First Floor-Refurbishment – 240028-PRF16/25-302
2. Basement-Refurbishment – 240028-PRF16/25-300

C3.11 OHS SPECIFICATION

Occupational Health and Safety Specification

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

Construction regulations 2014

PROJECT NAME	REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO BUTTERWORTH HOSPITAL, AMATHOLE DISTRICT.
LOCATION	AMATHOLE HEALTH DISTRICT No. 19th St James Road, Southernwood, East London, 5200, Eastern Cape.
DISTRICT	AMATHOLE, EASTERN CAPE
BID NO	SCMU3-26/27-0525-BTW

REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO BUTTERWORTH HOSPITAL, AMATHOLE DISTRICT.

ANNEXURE E – SAFETY SPECIFICATION AND BASELINE RISK ASSESSMENT

ISSUE REGISTER

Date of Original Safety Specification Compilation	Compiled By	Issue Date

Revision Summary	Revised By	Revision Date



Acknowledgement:

I, _____ representing.

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

Signature of Contractor

Date

Comments:

C3.12 BASELINE RISK ASSESSMENT

C3.13 AREAS FOR SITE ESTABLISHMENT AND HOARDINGS

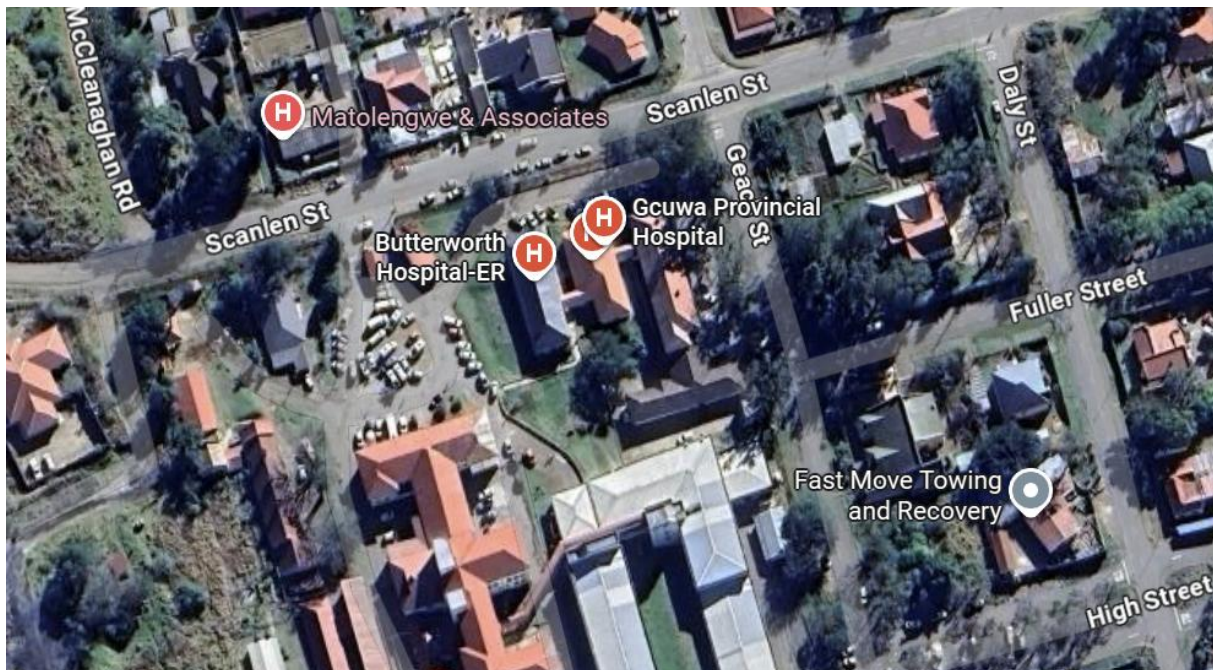
PART C4: SITE INFORMATION

GENERAL

Prospective bidders to familiarize themselves with the locality, access, any other “restrictions” (Refer to Scope of Works C3). The site address and locality plan is as follows:

BUTTERWORTH HOSPITAL:

Cnr Scanlen &
Geach St,
Gcuwa,
4960



Butterworth Hospital: Locality Plan

GEOTECHNICAL INVESTIGATION REPORT

N/A

DRAWINGS

SEE ATTACHED

PROJECT REFERENCE FORM – RETURNABLE

Project title:	
Bid No:	
Project title:	
Bid No:	
Project title:	

Note: This returnable document must be completed by the referee to whom services of similar nature, scope, complexity and value was completed successfully by the bidder.

I, (name and surname)
..... (company name)

Declare that I was the recipient (client) of the following **Services** which was successfully executed

by (name of bidder)

Project Name:

Project Location:

Commencement Date: Completion date:

Duration of the contract:

Contract Value:

A. Please score the performance of the Bidder on the above mentioned project, by inserting "Yes" in the relevant box below:

	Poor	Fair	Good	Very Good	Excellent
Experience					
Quality and Performance					
Personnel					

B. Would you consider/recommend working with this bidder

YES	NO

C. Any other comments:

.....
.....
.....

D. Cell No. E. Office No.....

F. Fax No. G. E-mail:

This signed at on thisday of

Signature of the Reference (Client).....

Business Stamp of the Reference (Client)

***Note to Bidder: Referee (Client) will be contacted to verify the above.**