

T2.21 - FORM OF OFFER AND ACCEPTANCE

Agreement

Bid no: ZNB9002/2022-H

OFFER

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

The Bidder, identified in the Offer signature block, has examined the documents listed in the Tender Data and Addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender and complies fully with the requirements of Clause F.3.13 in the Bid Data.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

Amount (in words):	
Amount in figures:	R

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Tender Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

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

Trading under the name and style of:

AND WHO IS:

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

Name of authorised representative	Signature	Date

WITNESSED BY:

Name of authorised representative	Signature	Date

Bid no: ZNB9002/2022-H

This Offer is in respect of the official documentation.

GUARANTEE OPTIONS:

The Bidder agrees to provide a bank or insurance guarantee in accordance with clause 6.2.3 of the Conditions of the GCC2010 Contract within the period stated in the Contract Data. This guarantee shall be for a sum equal to an amount stated in the Contract Data.

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

(a) the Bidder accepts that in respect of contracts up to R1 million, a payment reduction of 5% of the contact value will be applicable and will be reduced by the Employer in terms of the applicable conditions of contract.

(b) in respect of contracts above R1 million, the Bidder offers to provide security as indicated below:

(i) cash deposit of 10 % of the Contract Price

(ii) bank or insurance Performance Guarantee of 10 % of the Contract Price

(iii) cash deposit of 5% of the Contract Price and a payment reduction of 5% of the value in the payment certificate (excluding VAT)

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

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

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

Other Contact Details of the Bidder are:

Telephone No: _____ Cell Phone No: _____

Fax No: _____ Email Address : _____

Postal address: _____

Banker : _____ Branch : _____

UIF Registration Number: _____ CIDB Registration Number: _____

Central Suppliers Database
Registration Number:

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ECDP Number:

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ACCEPTANCE (For Official use only)

Bid no: ZNB9002/2022-H

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

The terms of the contract, are contained in:

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

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of Offer and Acceptance, are contained in the schedule of deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within 7 days after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this **Agreement comes into effect**. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

For the Employer:

Name of delegated signatory	Signature	Rank	Date

Name of Organisation:	Department of Health
Address of Departmental Office:	35 Hyslop Road, TownHill Office Park, PIETERMARITZBURG, 3200

WITNESSED BY:

Name of witness	Signature	Rank	Date

Bid no: ZNB9002/2022-H

Schedule of Deviations

Notes:

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

1.1.1. Subject:

Detail:

1.1.2. Subject:

Detail:

1.1.3. Subject:

Detail:

1.1.4. Subject:

Detail:

1.1.5. Subject:

Detail:

1.1.6. Subject:

Detail:

By the duly authorised representatives signing this Schedule of Deviation, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

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

For the Contractor:

Name of delegated signatory	Signature	Position in Entity	Date

For the Employer:

Name of delegated signatory	Signature	Rank	Date

WITNESSED BY:

Name of witness	Signature	Rank	Date

T2.21a CONFIRMATION OF RECEIPT

Umzimkhulu Hospital-Replacement of the Perimeter Fence

Bid no.:	ZNB9002/2022-H	Project Code:	N/A
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The Bidder (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the _____ (day)

of _____ (month)

_____ (year)

at _____ (Place)

For the Contractor:

Signature

Name

Capacity

Signature and name of witness:

Signature

Name

T2.22 - FINAL SUMMARY

Project title:	Umzimkhulu Hospital-Replacement of the Perimeter Fence		
Bid no:	ZNB9002/2022-H	Project Code:	N/A

ATTACH SUMMARY PAGE OF THE BILL OF QUANTITIES

NAME OF PROJECT :

UMZIMKHULU HOSPITAL

SERVICE DESCRIPTION :

REPLACEMENT OF PERIMETER FENCE

CONTRACT DURATION :

6 MONTHS

ITEM	DESCRIPTION	UNIT	AMOUNT
	SUMMARY PAGE		
	BILL NO.1 - PRELIMINARIES AND GENERAL	Sum	
	BILL NO.2 - REMOVAL OF EXISTING FENCE	Sum	
	BILL NO.3 - FENCING	Sum	
	BILL NO.4 - GATES	Sum	
	BILL NO.5 - BASES	Sum	
	BILL NO.6 - PROVISIONAL SUMS	Sum	R 624 000.00
	BILL NO.7 - ELECTRICAL	Sum	
2	Leave site neat and tidy and make good to disturbed work in respect of every trade.		
3	The Contractor to ensure that the Health and Safety regulations are carried out at all times until the completion of the service		
4	Contractor to visit the site to ascertain nature and extent of work before submitting quotation as no claims will be entertained on the grounds of ignorance of such conditions.		
5	Items are re-measurable on completion and priced units will be adjusted accordingly.		
6	Claims on the grounds of lack of knowledge will not be entertained as site is to be visited before tendering.		
	SUB TOTAL		
	ADD 15% VAT		
	TOTAL carried forward to Tender		

T2.23 - PROOF OF PAID MUNICIPAL RATES & TAXES
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Project title:	Umzimkhulu Hospital-Replacement of the Perimeter Fence		
Bid no:	ZNB9002/2022-H	Project Code:	N/A

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

NOTE

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

T2.24 - PROOF OF VALID UIF REGISTRATION

Project title:	Umzimkhulu Hospital-Replacement of the Perimeter Fence		
Bid no:	ZNB9002/2022-H	Project Code:	N/A

NOTE

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

The contractor must submit proof of UIF Contributions made to the fund to the Principal Agent on a monthly basis for the duration of the contract.

Should the contractor default on his monthly payments, the Employer will pay the outstanding payments due and the contractor will be liable for payments made by the Employer on behalf of the contractor, plus any additional cost associated with this process.

T2.25 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

This document must be signed and submitted together with your bid

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

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

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

4 PROCESS TO SATISFY THE NIP OBLIGATION

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

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

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

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

T2.26 CERTIFICATE OF INDEPENDENT BID DETERMINATION - SBD 9

Project title:	Umzimkhulu Hospital-Replacement of the Perimeter Fence		
Bid no:	ZNB9002/2022-H	Project Code:	N/A

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

ZNB9002/2022-H - Umzimkhulu Hospital-Replacement of the Perimeter Fence

(Bid Number and Description)

in response to the invitation for the bid made by:

KZN Department of Health

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of : _____ that :
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.
10. 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.

Signature

Date

Position

Name of bidder

T2.28 - PROOF OF CIDB REGISTRATION NUMBER

Project title:	Umzimkhulu Hospital-Replacement of the Perimeter Fence		
Bid no:	ZNB9002/2022-H	Project Code:	N/A

NOTE

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

T2.29 - PROOF OF PAYMENT OF BID

Project title:	Umzimkhulu Hospital-Replacement of the Perimeter Fence		
Bid no:	ZNB9002/2022-H	Project Code:	N/A

NOTE

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

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

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Head: Health (Department of Health: Province of KwaZulu-Natal) in accordance with the requirements and specifications stipulated in bid number ZNB9002/2022-H at the price/s quoted.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax Compliance Status (TCS) PIN;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract for construction works Edition 2 - GCC2010; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT): _____

CAPACITY: _____

SIGNATURE: _____

NAME OF FIRM: _____

DATE: _____

Witnesses:

1. _____

2. _____

Date: _____

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

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I _____ in my capacity as _____

accepts your bid under reference ZNB9002/2022-H dated _____ for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

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

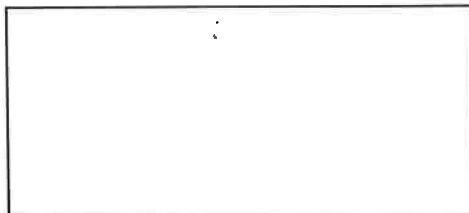
ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT _____ ON _____
[Place] [Date]

NAME (PRINT): _____

SIGNATURE: _____



OFFICIAL STAMP:

Witnesses:

1. _____

2. _____

Date: _____

T2.32 - OHSE PLAN STRUCTURE

Project title:	Umzimkhulu Hospital-Replacement of the Perimeter Fence		
Bid no:	ZNB9002/2022-H	Project Code:	N/A

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

NOTE TO THE COMPILER OF THIS DOCUMENT : PLEASE INSERT PROJECT SPECIFIC OHSE PLAN

T2.33 - OHSE CLIENT SPECIFIC REQUIREMENTS

Project title:	Umzimkhulu Hospital-Replacement of the Perimeter Fence
Bid no:	ZNB9002/2022-H

**NOTE TO THE COMPILER OF THIS DOCUMENT : PLEASE
INSERT PROJECT SPECIFIC OHSE**



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

Occupational Health and Safety Specification

UMZIMKULU HOSPITAL- PERIMETER FENCING REPLACEMENT



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

1. Introduction

The Department of Health Kwa Zulu Natal enters into contracts with Contractors for Umzimkulu Hospital perimeter fence replacement. This document describes the requirements of compliance to which the Principal Contractor is to adhere in relation to the scope of works. This document defines the minimum management requirement that is to be implemented by the Principal Contractor for the management of Health and Safety on the Health care facility.

The aim of this document is to present the health and safety aspects that need to be controlled and managed on this contract. The client reserves the right to make changes as and when the Client deems fit to address issues of Occupational Health & Safety (OHS) Compliance. The Client will not entertain any claim of any nature whatsoever which arises as a result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document or any other applicable legislative requirements imposed on the contractor.

The Principal Contractor will be required to submit a Health and Safety File for approval prior to commencement of work. Arrangements for such approval shall be made with the OHS Department. The Principal Contractor shall submit proof that its appointed contractors Safety file has been approved.

2. Definitions & Abbreviations

2.1 “Client” means KZN Department of Health

2.2 “CR” refers to the Construction Regulations 2014

2.3 “OHS” means Occupational Health and Safety

2.4 “DoL” refers to the Department of Labour

2.5 “DOH” refers to the Department of Health

2.6 “NIHL” refers to the Noise Induced Hearing Loss Regulations

2.7 “HCS” refers to the Hazardous Chemical Substances Regulations

2.8 “GSR” refers to the General Safety Regulations

2.9 “GAR” refers to the General Administrative Regulations

2.10 “FR” refers to Facilities Regulations

2.11 “PPE” means Personal Protective Equipment

2.12 “MSDS” means Material Safety Data Sheets

2.13 “EIR” refers to the Electrical Installations regulations

2.14 “EMR” refers to Electrical Machinery Regulations

2.15 “ERW” refers to Environmental Regulations for Workplaces

2.16 Principal Contractor means an employer appointed by a Client to perform Construction Work

2.17 Construction Work means any work in connection with:-

(a) the construction, erection, alteration, renovation, repair, demolition or dismantling of a addition to a building or any similar structure or;

(b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, road, railway, runway, sewer or water reticulation system, or the moving of earth, clearing of land, the making of excavation, pilling, or any similar civil engineering structure or type of work.

2.18 Construction Manager means a competent person responsible for the management of the physical construction process and the co-ordination, administration and management of resources on a construction site

2.19 Construction Supervisor means a competent person responsible for supervising construction activities on a construction site

2.20 Competent Person means a person who –

(a) Has in respect of the work or task to be performed the required knowledge, training and experience and where applicable, qualifications, specific to that work or task. Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2000 (Act No. 67 of 2000), those qualifications and training must be regarded as the required qualifications and training, and

(b) Is familiar with the Act and with the applicable regulations made under the Act

2.21 OHS Plan means a site, activity or project specific documented plan in accordance with the Client's Health & Safety Specification

2.22 Health & safety File means a file or other record containing information in writing required by Construction Regulations 2014.

2.243Hazard Identification and Risk Assessment and Risk Control (HIRA) means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

2.24 The Act means, unless the context indicates otherwise, the Occupational Health and Safety Act, 85 of 1993 and Construction Regulations 2014 promulgated there under, (OHSA).

2.25 Hazard means a source of or exposure to danger

2.26 Risk means the probability or likelihood that a hazard can result in injury or damage.

2.27 Hazardous Chemical Substance (HCS) means any toxic, harmful, corrosive, irritant or asphyxiant substance, or a mixture or substances, for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health

2.28 Construction Plant encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, excavators, dewatering equipment and road vehicles with or without lifting equipment.

2.29 Fall prevention equipment means equipment used to prevent persons, tools or machinery from falling from a "fall risk" position, including personal protective equipment, body harness, body belts, lanyards, lifelines or physical equipment, guardrails, screens, barricades, anchorages or similar equipment.

2.30 Fall risk means any potential exposure to falling either from, off or into.

2.31 Fall protection plan means a documented plan which includes:

- a) all risks relating from a fall risk position, considering the nature of work undertaken;
- b) the procedures and methods to be applied in order to eliminate the risk; and
- c) a rescue plan and procedures

3.32 Scaffold means a temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both

3.33. Occupational Health Practitioner refers to either Doctors or Nurses with the following requirements:

Doctors

- (a) Registered and in good standing with the Health Professions Council of South Africa (HPCSA)
- (b) has a tertiary qualification in Occupational Health or Medicine which is registered as an additional qualification with HPCSA or
- (c) be registered as a specialist in Occupational Medicine with HPCSA

Nurses

- (a) registered and in good standing with the South African Nursing Council (SANC) and
- (b) have a tertiary qualification in Occupational Health Nursing that is recognised and registered with SANC

3.34 dead means at or about zero potential and isolated from any live system;

3.35 earthed means connected to the general mass of earth in such a manner as will ensure at all times an immediate safe discharge of electrical energy;

3.36 "live" or "alive" means electrically charged

3.37 portable electric tool means any electrically operated implement, with the exception of ordinary household electrical appliances, which is designed for use with-

- (a) a flexible cord at the supply end and which is intended for use by hand and which is to be carried by hand at the place of work; or
- (b) a flexible cable at the supply end and which is intended for use by hand and which is to be moved by hand at the place of work;

3.38 electrical contractor means a person who undertakes to perform electrical installation work on behalf of any other person, but exclude an employee of such first-mentioned person

3.39 electrical installation means any machinery, in or on any premises, used for the transmission of electricity from a point of control to a point of consumption anywhere on the premises, including any article forming part of such an electrical installation irrespective of whether or not it is part of the electrical circuit, but excluding

- (a) any machinery of the supplier related to the supply of electricity on the premises;
- (b) any machinery which transmits electrical energy in communication, control circuits, television or radio circuits
- (c) an electrical installation on a vehicle, vessel, train or aircraft; and
- (d) control circuits of 50 V or less between different parts of machinery or system components, forming a unit, that are separately installed and derived from an independent source or an isolating transformer;

3.40 installation electrician means a person who has been registered as an installation electrician in terms of regulation 11 (2) for the verification and certification of the construction, testing and inspection of any electrical installation, excluding specialised electrical installations;

3.41 installation work means:-

- (a) the installation, extension, modification or repair of an electrical installation;
- (b) the connection of machinery at the supply terminals of such machinery; or
- (e) the inspection, testing and verification of electrical installations for the purpose of issuing a certificate of compliance;

3.42 master installation electrician means a person who has been registered as a master installation electrician in terms of regulation 11 (2) for the verification and certification of the construction, testing and inspection of any electrical installation;

3.43 point of supply means the point at which electricity is supplied to any premises by a supplier;

3. Client Requirements

3.1 Leadership and Commitment

The Contractor acknowledges the KZN Department of Health's strong commitment to Health and Safety and the Contractor affirms that it has a written Health and Safety Policy, and is actively supported and endorsed by the Contractor's management. The Contractor represents that its written policy is widely disseminated and understood among its employees, and that its policy includes a description of the Contractor's organization, procedures and methods of communication to and from personnel. The Contractor must provide copies of its policy and policy statement to Department of Health (DOH).

3.2 Legal Requirements and Regulations for Health and Safety

The Contractor warrants that it is familiar with the contents and implications of the applicable Legislation; codes of practice, guidelines and standards applicable to the services to be provided. The Act and the Regulations, where applicable, require development and implementation of Work Method Statements for a range of high-risk activities, which, where applicable, the Contractor must develop and implement. The Contractor must ensure that its personnel and its subcontractor's personnel have been informed of all such laws, Acts, regulations, codes of practice, guidelines and standards.

3.3 Contractors' General Requirements for Health and Safety

The Contractor is solely responsible for carrying out the work under the Contract having the highest regard for the health and safety of its employees, the KZN Department of Health's employees and persons at or in the vicinity of the Site, the Works, temporary work, materials, the property of third parties and any purpose relating to the Contractor carrying out its obligations under this Contract.

The Contractor must initiate and maintain safety precautions and programs to conform to all applicable Health and Safety laws or other requirements, including requirements of any applicable government instrumentality and DOH institutions site requirements.

The Contractor must, at its own cost, erect and maintain safeguards for the protection of workers and the public. The Contractor must manage all reasonably foreseeable hazards created by performance of the work.

The Contractor must:

- Provide all things and take all measures necessary for maintaining proper personal hygiene, ensuring safety of persons and property and protecting the environment at or near the Site
- Avoid unnecessary interference with the passage of people and property at or near the Site
- Prevent nuisance and excessive noises and unreasonable disturbances in performing the Services
- Be responsible for the adequacy, stability and safety of all of its site operations.

- Costs for the above are borne by the Contractor
- The Contractor must comply and is responsible for ensuring that all of its Sub-contractors comply with the relevant legislation(s) and statutory regulations for health and safety, the KZN Department of Health's Health & Safety requirements included in the Contract and other document pertaining to health & safety contained in the Program Health & Safety Management System and include standards, policies, procedures, guidelines and safe work instructions
- The contractor must appoint a Competent Safety Officer who will ensure that OHS Act and its regulations are implemented.
- The contractor must appointment a full time Safety Officer to ensure compliance on site.

3.4 Contractor's Health and Safety Management Plan

The Contractor must prepare, implement and administer the Contractor's Health and Safety Management Plan. The Plan is in writing and must be forwarded prior to mobilisation to the site for work under the Contract to the KZN Department of Health's Safety Department for review. The Health and Safety Management Plan must comply with this Contract including Site Rules & Requirements, and applicable law relating to workplace health, safety and environmental standards. Any proposed amendments or revisions to the Contractor's Safety Management Plan are submitted to DOH for acceptance.

The Health and Safety Management Plan must provide a systematic method of managing hazards according to the risk priority and must include all mobilisation and site set-up activities. The Plan will be audited for completeness by the KZN Department of Health.

The contractor shall comply with the requirements of CR 7

The Plan must be presented and accepted by DOH BEFORE permission will be granted to the Contractor to mobilise to site

3.5 Legal & Site-Specific Requirements

The Contractor shall develop, implement and administer Health & Safety Plan.

The plan shall demonstrate management's commitment to safety and include, but not be limited to, the following minimum auditable elements:

- The Contractors' Safety Policy.
- How safety responsibilities are assigned to different roles within the organisation. Identification of role of Safety Coordinator, and on-site managers
- Selection, placement and training procedures, including induction and ongoing training in 'Basic Safe Work' and Occupational Health & Safety training for newly hired or promoted supervisors.
- Occupational Health & Safety communications and meetings, including daily safe task instructions and project safety meetings.
- Assessment of sub-contractors and Service Providers, including requirements for Health & Safety Plans.

- Safety awareness.
- Nomination of personnel to carry out safety inspections.
- Contractor senior management involvement
- Rules and regulations including safety procedures the Contractor has in place for recurring work activities
- Personal protective equipment rules.
- Control of dangerous and hazardous substances
- System of hazard identification and risk control, such as Risk assessments, Daily Safe Task Instructions and communication.
- Verification procedures including
- Daily site safety inspections and audits
- Inspection of plant, tools and equipment prior to introduction to site and at least monthly thereafter
- Accident/incident reporting, recording, investigation and analysis, which ensure that corrective action, are taken and this action is communicated to report initiators
- Evacuation and emergency planning
- Rehabilitation procedures that encourage an early return to work
- Record keeping, including details of what is kept and for how long

3.5.1 Hazard Identification, Risk Assessment and Risk Control

- The development of a work scope and activity risk profile identifying and considering, safety, health and environmental hazards and exposures.
- Controls to manage risks identified within the risk profile will be formalised and implemented
- Personal Protection Equipment
- The hazard identification and risk assessment process for specific operations and activities and for new activities identified after the development of the project/work scope and activity risk profile.
- The process to be used to review the effectiveness of risk controls
- Workplace hazard inspections
- The implementation of a safety observation and coaching process conducted as a minimum by persons in leadership roles
- Method by which daily activities will be assessed for hazards and controls defined before work commences
- Contractor will carry out inspections and maintain requests of the identification of and implementation of inspection and maintenance controls for plant, mobile plant, equipment and tools requiring formal management.

3.5.2 Risk Assessment

- The principal contractor must, before the commencement of any work and during such work, have risk assessments performed by a competent person appointed in written.

The risk assessment should include-

- (a) the identification of risks and hazards to which persons may be exposed to
 - (b) an analysis and evaluation of the risks and hazards identified based on a documented method
 - (c) a documented plan and applicable safe work procedures to mitigate reduce or control the risks that have been identified
 - (d) a monitoring plan and
 - (e) a review plan
- Furthermore, the contractor shall conduct job/task specific risk assessment. Communication of the risk assessments shall be kept in the OHS file.
 - Risk assessment must be performed by a trained risk assessor who has been appointed in writing.
 - The principal contractor shall comply with the requirements of CR 9

3.5.3 Task Specific Risk Assessment

Prior to the commencement of each work activity, a Task Specific Risk Assessment (HIRA) is completed; documented and submitted to KZN Department of Health for approval prior to the task commencing. The purpose of the HIRA is to identify all potential hazards associated with the Work and the Work environment, assess the risk these hazards present and then to provide risk control action that deals with those hazards, as well as providing to the workforce involved in the particular work activity, details of any hazards and the proposed controls.

The Task Specific Risk Assessment must:

- Describe the operation to be performed in the sequence of the basic job steps.
- Identify the hazards or potential hazards at each step.
- Identify the possible consequences for each hazard at each step.
- Assess the Initial Risk Score that each hazard presents (Probability x Severity x Frequency), the total score will be used to identify the Risk Ranking/Priority Factor.
- Once control measures have been considered and implemented, a Revised Risk Score must be allocated to each hazard.
- Identify the Site Rules that apply.

- Describe how the hazard is controlled such that the residual risk is as low as reasonably practicable and is acceptable to the work crew.
- Identify the related Work Instruction if appropriate.
- Be reviewed prior to each shift.
- Be acknowledged by way of signature of all personnel involved in the work activity

3.5.4 Safety Method Statements

- The Contractor must submit Safety Method Statements to the KZN Department of Health's nominated Representative for approval prior to the task commencing.
- The Task Items listed in the Safety Method Statement must tie up with the task items being assessed in the Task Specific Risk Assessment document.
- The Safety Method Statement must detail in a step by step and methodical manner how the task is to be done from beginning to the end and must indicate what tools/equipment will be used at each stage and/or how the work area is to be accessed.

3.5.5 Hazardous Materials

- The Contractor must set out its policy for the use, transportation, handling and storage of fuel and hazardous materials taking into account the legislative requirements. The Contractor must ensure that all hazardous materials and waste products are disposed of in accordance with applicable laws and regulations and any procedures published by DOH or in the absence of any relevant law, regulation or procedures, in accordance with sound safe practice.

3.5.6 Incident Management

- The principal contractor must appoint a competent incident investigator in writing.
- Incident management plan must be developed and implemented by the principal contractor
- All incidents must be investigated and recorded
- Reportable incidents must be reported to the Department of Labour
- Incidents must be reported to DOH within 24 hours of occurrence
- An incident register must be kept on site.
- Incident investigation report inclusive of corrective measures must be submitted to DOH

3.5.7 Emergency Preparedness and Procedures

- The principal contractor must develop an emergency procedure
- The emergency procedure must have; but not limited to:
 - A detailed response procedure;
 - List of key personnel
 - Details of emergency services
 - Steps to be taken in the event of each and every specific type of emergency
- The emergency procedure must be communicated to all employees
- Emergency numbers must be known to all employees

3.5.8 First Aid Equipment

- The principal contractor must appoint first aider in writing
- The appointed first aider must be in possession of First Aid Level 2 certificate.
- The contractor must provide his own first aid box

3.5.9 Unsafe Acts and Conditions

- The Contractor must implement a system to recognise, correct, and report unsafe acts and conditions associated with all Site activities.

3.5.10 Occupational Health & Infection control

- The contract may expose employees to biological agents; contractors must ensure that an adequate risk assessment is prepared and identifies the biological agents and controls thereof.
- Appropriate PPE must be used at all times

3.5.11 Extreme weather conditions

- If weather conditions pose a threat to Health & Safety of employees, be it extreme heat, cold, lightening or any weather condition, the Principal must apply appropriate safety measures. For hot environments; cool portable water shall be provided.

3.5.12 Medical Certificates of Fitness

- Prior to commencement of works; the principal contractor must submit valid medical certificates of fitness for all employees
- DOH will only accept Medical certificates of fitness obtained from an authorised Occupational health Practitioner
- A procedure to cater for employees with limitations must be developed and implemented by the contractor.
- Employees without valid medical certificates will not be allowed on site.

3.5.13 Plant and Equipment

- The contractor must implement and comply with OH&S Act - Electrical Machinery Reg. 9, Driven Machinery Reg. 1 – 20, Electrical Machinery Regulations and Electrical Installation Regulations.
- The Contractor must supply, at his cost, all items of plant and equipment necessary to perform the work and must maintain all items in good order and condition.
- Should any plant or equipment become inoperable for a period considered to be harmful to the progress of the work, the Contractor, must remove the unserviceable plant or equipment and replace it with similar serviceable plant or equipment at no cost to KZN Department of Health.
- No item of plant or equipment delivered to site for this Contract is removed from the site prior to the completion of the Contract without the written approval of DOH.
- DOH reserves the right to inspect items of plant or equipment brought to site by the Contractor for use on this Contract. Should DOH Representative has the opinion that any item is inadequate, faulty, unsafe or in any other way unsuitable for the safe and satisfactory execution of the work for which it is intended, He/She must advise the Contractor in writing and the Contractor must forthwith remove the item from the site and replace it with a safe and adequate substitute.

3.5.14 Personnel Protective Equipment/Clothing (PPE)

- The contractor must provide suitable and adequate PPE to all his/her employees
- PPE must be issued to all workers free of charge and a record of issuing must be kept
- Training must be provided to all employees to ensure they know how to use and maintain their PPE
- Training should include but not limited to: Cleaning of PPE, Hygiene, Correctly Putting PPE on, Inspection of PPE, Health Risks associated with the task,
- The contractor must comply with the requirements of General Safety Regulations

3.5.15 Working on Live Electrical Equipment / Sub-Station

- The Contractor may not allow any work on live electrical equipment!

3.5.16 Elevated Work

- The Contractor must submit a fall protection and rescue plan to DOH for approval, before any elevated work commence
- Ensure that all tools in elevated positions is attached to lanyards and be attached to either the person or structure
- Equipment in elevated positions must be tied back to the structure
- There must be no loose items in elevated positions.
- Overhead work will only be allowed only if the area below is barricaded in accordance with DOH barricading requirements.
- The contractor must implement and comply with Construction Regulations 8

3.5.17 Barricading requirements

- All openings and edges must be barricaded with solid barricading to withstand an impact of at least 100kg
- Only solid barricading covered with Netting and or DOH approved equivalent barricading is allowed.
- Solid barriers to prevent persons falling into them must protect openings in floors, stairwells, staircases, open-sided buildings and any structure in the course of erection, where dangerous openings exist
- Contractors must pre-plan the delivery of floor grating, stair treads, landings and handrails to ensure safe access and protection for persons working on structures
- Barricading must be tagged, placed on register, maintained and inspected daily – The owner of the barricade's name and mobile number must appear on the tag
- All handrails and fencing must comply with DOH Standards.
- The contractor must comply with the requirements of General Safety Regulation 13 (l)

Note: Danger tape will not be accepted as barricading!

3.5.18 Working in Existing Operations

- Work must be carried out such that no interference is caused.
- Any work which requires section of the Plant to be taken out of operation with resultant interruption to production and/or other activities must be carried out in the absolute minimum of time and be on the basis of the Contractor working around the clock (within legal parameters) for the duration of such work. The times when work of this nature can be carried out must be arranged with DOH

3.5.19 Notification of Construction Work

- The principal contractor must notify the department of Labour in writing 7 days before commencement of construction works.

3.5.20 Fall Protection

- The Principal contractor must designate a competent person to prepare a fall protection plan
- The principal contractor must implement the fall protection plan and amend when necessary and
- Ensure that there is continued adherence to the fall protection plan

Fall protection plan must include:

- A risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location
- The process of evaluation of employees medical fitness necessary to work at a fall risk position and records thereof
- A programme for training of employees working from fall risk positions and records thereof
- The procedure addressing the inspection; testing and maintenance of all fall protection equipment
- A rescue plan detailing the necessary procedure; personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.
- The site manager must be in possession of the most recently updated version of the fall protection plan

The Principal contractor must ensure that

- All unprotected openings on the floors; edges; slabs; hatchways and stairways are adequately guarded; fenced or barricaded or that a similar means are used to safeguard any person from falling through such opening;
- No person/s is permitted to work in a fall risk position unless the work is performed safely as above
- Fall prevention and arrest equipment are approved as suitable and of sufficient strength for the purpose for which they are being used; with regards to the load including any person; they are intended to bear;
- Securely attached to a structure or plant and the structure or plant means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any other person who could fall and
- Fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.
- The contractor must comply with the requirements of CR 10

3.5.21 Vehicles and mobile plant

- The contractor must ensure that vehicles and mobile plants comply with the requirements of CR 23
- Vehicles and mobile plants must be inspected daily before use and records thereof must be kept
- Competent personnel must be appointed to use and manage such

3.5.22 Housekeeping and general safeguarding on site

- The contractor must comply with the requirements of Environmental Regulations for Workplaces (ERW) and CR 27
- The contractor must ensure continuous housekeeping on site
- Accumulated waste must be removed regularly
- The site must be kept neat and clean at all times

3.5.23 Stacking and storage on site

- The contractor must appoint in writing a competent stacking storage supervisor
- The contractor must comply with the requirements of GSR and CR 28

3.5.24 Fire precautions on site

- The contractor must minimise fire risks on site
- The contractor must comply with the requirements of ERW and CR 29

3.5.25 Employee Facilities on site

- The contractor must provide adequate facilities on site i.e. toilets; eating areas; changing areas and showers etc.
- The contractor must comply with the requirements of CR 30

3.5.25 Portable electric tools

- No person shall use or permit the use of a portable electric tool with an operating voltage that exceeds 50 V to earth unless-

(a) it is connected to a source of electrical energy incorporating an earth leakage protection device, the construction of which meets the requirements of the relevant health and safety standard incorporated into these Regulations under section 44 of the Act; or

(b) it is connected to a source of electrical energy through the interposition between each tool and the source of an individually double-wound isolating transformer, the secondary winding of which is not earthed at any point and the construction of which meets the requirements of the relevant health and safety standard incorporated into these Regulations under section 44 of the Act; or

(c) it is connected to a source of high frequency electrical energy derived from a generator which is used solely for supplying energy to such portable electric tool and which arrangement is approved by the chief inspector; or
(d) it is clearly marked that it is constructed with double or reinforced insulation.

- The contractor must comply with the requirements of EMR 10

4. Training and Competency

- Prior to the commencement of the work, the Contractor must provide current documentation to the satisfaction of DOH verifying that the Contractor's personnel are competent and have the appropriate qualifications, job skills and training as required by this Contract and applicable laws.
- The Contractor must ensure that all his employees and his Sub-Contractors' employees working on the site are adequately trained in the type of work to be performed, are trained in relevant procedures and have the appropriate qualifications, certificates and are under competent supervision. Records are to be maintained on site.
- The Principal Contractor and all contract employees are holders of current certificates or licenses, where the operation being performed requires such or applicable industry standard where legislation does not prescribe or have registered courses to meet the requirements.

4.1 Induction in Health and Safety

- The Contractor must ensure that no employee of the Contractor or its subcontractors, including transport and delivery Contractors entering the site delivering materials and/or equipment, must proceed to enter the Site or any operations area until they have received all training required under applicable laws and regulations, including, but not limited to, work activity inductions and the KZN Department of Health's Site-specific induction.
- The Contractor must also prepare and present to all its employees its own Contractor Induction, explaining the Contractor's Safety Management Plan, the Contractor's Rules, the obligations imposed by the Occupational Health and Safety Act and Regulations.
- The contractor must comply with: OH&S Act - Section 8

5. Smoking

- The Contractor must not permit smoking at the Site except within designated smoking areas.

6. Intoxicating Liquor or Drugs

- The contractor must implement and comply with OH&S Act – General Administrative Regulation 10
- Any person found on the site or attempting to enter site, in possession of or consuming intoxicating liquor or illegal drugs or considered unfit for work from the apparent influence of intoxicating liquor or illegal drugs or prescription drugs, is removed from the site.

7. Housekeeping

- The contractor must implement and comply with Construction Reg. 27
- The Contractor must maintain all work areas in a tidy state, free of debris and rubbish.
- The Contractor must dispose of all debris, rubbish, spoil and hazardous waste off site, outside KZN Department of Health's property in a designated and authorised area or facility. The Contractor should make itself aware of the KZN Department of Health's waste management plan and collection and disposal arrangements and align its waste management program accordingly.
- In cases where an inadequate standard of housekeeping has developed and compromised safety and cleanliness, DOH has the right to instruct the Contractor to cease work until the area has been tidied up and made safe.
- The Contractor must carry out regular safety/housekeeping inspections at least weekly to ensure maintenance of satisfactory standards. The Contractor must document the results of each inspection and must maintain records for viewing by DOH.

8. Fundamental health and safety requirements

Before any work commences, proof of and the following non-negotiable deliverables are required:

- Incident investigation training by Construction Manager and or Safety Officer
- Letter of good standing with the Workman's Compensation Commissioner
- Legal liability training of all Supervisors and Construction Managers
- Original of the notification of construction work stamped by the Department of Labour
- Public Liability Insurance
- Competency training certificates of people to execute the job
- Method statements for work to be conducted
- A Baseline Risk Assessment
- Risk Assessments for every Job/Task
- Signed legal appointments as required by legislation
- Contractors' Safety Officer CV and competency certificates
- Health and Safety Management Plan
- Health and Safety file
- All equipment to be on a current register, backed up by relevant test certificates
- A Medical fitness certificate for each employee with Annexure 3 completed per employee
- Proof of induction (Contractor induction training)

9. Management of COvid-19

9.1 Covid- 19 Documentation

The principal contractor shall develop a policy on COvid-19; signed by CEO

Covid-19 prevention and management plan must be developed

Conduct a risk assessment to determine exposure to Covid-19

Daily Safety Task Instructions (DSTI's) shall include Covid-19.

9.2 Hand washing facilities

Construction sites must be equipped with hand washing facilities at the usual welfare facilities.

Ensure soap and fresh water is readily available and kept topped up at all times.

Ensure regular cleaning of hand wash facilities and provide adequate bin for disposal of hand paper towels with regular disposal.

Hand washing techniques posters shall be posted around the hand washing facilities

Hand sanitising agents must also be placed at strategic areas

9.3 Medical Certificates of Fitness

Principal contractor shall keep copies of employee's medical certificates of fitness on site safety file.

Having studied the medical certificates of all employees; the principal contractor must ensure that high risk employees are managed accordingly i.e. employees with underlying medical conditions

9.4 Screening

The principal contractor must ensure that all personnel accessing their sites are screened.

All cases referred for testing shall be reported to relevant Department of Health's project manager.

9.5 Travel to site

The principal contractor shall arrange safe transportation of employees to and from site.

Ensure that vehicles are disinfected on daily basis.

Where single occupancy of vehicle is not practicable; employees shall sit as far apart as the vehicle allows; and all windows must be kept open.

9.6 Eating Areas

The principal contractor must ensure that there are dedicated eating areas for employees.

Ensure that eating areas are kept in a hygienic condition and disinfected after use.

The contractor shall stagger breaking times to reduce congestion and contact.

Employees shall be encouraged to follow the acceptable social distancing measures and seating arrangements must be as such.

Hand washing facilities and or sanitisers must be provided in these areas.

9.7 Changing facilities

The principal contractor shall introduce staggered start and finish times to reduce congestion and contact at all times.

Changing facilities shall be cleaned and disinfected regularly.

Based on the size of each facility; the contractor shall determine how many people can use a changing facility at any one time to maintain the acceptable distance

9.8 Avoiding close working

There will be circumstances where it is not possible or safe for employees to distance themselves from each other by the acceptable distance.

Principal contractor shall ensure that where the acceptable distance is not practicable:-

- employees have no symptoms of Covid-19;
- allow only 1 person per m²

- PPE is worn correctly and is in line with risk assessment and
- Supervision is maintained throughout the activity.

9.9 Deliveries

All personnel delivering equipment and material to site shall be subjected to screening.

Equipment and materials delivered on site must be disinfected at a designated decontamination area to avoid transition of the virus.

9.10 Personal Protective & Equipment Clothing

Personal protective equipment & clothing refers to a variety of barriers, used alone or in combination, to protect against hazardous agents in the environment.

The principal contractor shall ensure that his employees and sub-contractor employees are issued with suitable PPE and that PPE is worn at all times and in a correct manner

Ensure that used PPE is disposed of in an acceptable manner.

9.11 Training & awareness

The principal contractor shall ensure continuous training and awareness on Covid-19 is effected on site.

9.12 Cleaning Procedures

The principal contractor shall establish adequate cleaning and disinfection procedures and intervals thereof.

10 OMISSIONS FROM HEALTH SAFETY AND REQUIREMENTS SPECIFICATION

- By drawing up this OHS specification, DOH has endeavoured to address the most critical aspects relating to OHS issues in order to assist the contractor in adequately providing for the health and safety of employees on site. Should DOH not have addressed all SHE/Q aspects pertaining to the work that is tendered for, the contractor needs to include it in the SHE plan and inform DOH of such issues when submitting.

Contractor's Acceptance & Acknowledgement of the Health & Safety Specification:

I, _____ (print name in full), the undersigned responsible person (Contractors 16.1/16.2 Appointee) for: _____ (Company Name)

declare that I have read, understood and accept the responsibilities and requirements of this Health & Safety Specification for the project: **Umzimkulu Hospital Perimeter fence replacement** will ensure that this Health & Safety Specification is communicated to the relevant parties so that the requirements hereto can be complied with.

Contractor's Responsible Person
(16.1/ 16.2 Appointee)

Date _____

T2.35 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS - SBD 6.2

This Standard Tender Document (SBD) must form part of all Tenders invited. It contains general information and serves as a declaration form for local content

Before completing this declaration, tenderers must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific
- 1.3. Where necessary, for Tenders referred to in paragraph 1.2 above, a two stage Tendering process may be followed, where the first
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and
- 1.5. The local content (LC) expressed as a percentage of the Tender price must be calculated in accordance with the SABS approved

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

Where;

x is the imported content in Rand

y is the Tender price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/Industrial>

- 1.6. A Tender may be disqualified if –

(a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this tender is/are asDescription of services, works or goodsStipulated minimum threshold

unreinforcement concrete class 15Mpa/19mm in base
size 400 x 400 x 600mm deep

100 %

%

%

%

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

Yes ☐ No ☐ (Tick applicable box)

- 3.1. If yes, the rate(s) of exchange to be used in this Tender to calculate the local content as prescribed in paragraph 1.5 of the general

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

4. Where, after the award of a tender, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be

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

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED									
IN RESPECT OF TENDER NO.	ZNB								
ISSUED BY: _____ (Procurement Authority / Name of Institution):									
NB _____									
1	The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized								
2	Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is								
I, the undersigned, _____ (full names),									
do hereby declare, in my capacity as _____									
of _____ (name of Tenderer entity),									
the following:									
(a) The facts contained herein are within my own personal knowledge.									
(b) I have satisfied myself that:									
(i) the goods/services/works to be delivered in terms of the above-specified Tender comply with the									
(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of									
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%;">Tender price, excluding VAT (y)</td><td style="width: 30%; text-align: center;">R</td></tr><tr><td>Imported content (x), as calculated in terms of SATS 1286:2011</td><td style="text-align: center;">R</td></tr><tr><td>Stipulated minimum threshold for local content (paragraph 3 above)</td><td></td></tr><tr><td>Local content %, as calculated in terms of SATS 1286:2011</td><td></td></tr></table>		Tender price, excluding VAT (y)	R	Imported content (x), as calculated in terms of SATS 1286:2011	R	Stipulated minimum threshold for local content (paragraph 3 above)		Local content %, as calculated in terms of SATS 1286:2011	
Tender price, excluding VAT (y)	R								
Imported content (x), as calculated in terms of SATS 1286:2011	R								
Stipulated minimum threshold for local content (paragraph 3 above)									
Local content %, as calculated in terms of SATS 1286:2011									
If the Tender is for more than one product, the local content percentages for each product contained in Declaration C shall be									
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the									
(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in									
(e) I understand that the awarding of the Tender is dependent on the accuracy of the information furnished in this									
SIGNATURE:	DATE: _____								
WITNESS No. 1	DATE: _____								
WITNESS No. 2	DATE: _____								

Imported Content Declaration - Supporting Schedule to Annex C

Note: VAT to be excluded from all calculations

EU	R 9.00	GBP	R 12.00
----	--------	-----	---------

Calculation of imported content

This total must correspond with
Annex C - C21

Calculation of imported content

(D32) Total imported value by tenderer	R 0
--	-----

Calculation of imported content

(D45) Total imported value by 3rd party	R 0
---	-----

Calculation of foreign currency payments

Summary of payments

Local value of payments

(051)

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

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

**This total must correspond with
Annex C - C 23**

Signature of tenderer from Annex B

Date: _____

Annex E

Local Content Declaration - Supporting Schedule to Annex C

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

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost)

R 0

Steel Value Added Products **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

R 0

10000%

Plastic Pipes **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

R 0

10000%

Steel Products and Component for Construction

(E13) Total local content

R 0

10000%

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

T2.36 - Quality Criteria

The threshold score, below which tenderers are eliminated from further consideration, should be 60%

TENDER EVALUATION CRITERIA AND SCORING

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

Evaluation Criteria	Deliverables	Points	Sub-Points	Sub-Criteria	Sub-Points Scoring		
1. Financial Capability to start the project: Bidders to score 50% in order to be responsive (failure will result in non responsive)	Submission of proof on available capital and proof of credit limit that can be obtained from financial institutions	20	Points	Sub-points	Proof in a form of a bank statement not older than 3 months or an official letter from the financial institution stipulating the credit limit.	20	Proof of capital of atleast 10% tender value
						10	Proof of capital of between 5 - 10 %
						5	Proof of capital less than 5%
2. Competency and experience of the tenderer on similar sized projects.Bidders to score 50% in order to be responsive (failure will result in non responsive)	Tenderers to demonstrate their competency and experience by submitting proof of at least 3 similar sized projects completed in the past 5 years. Submission must include at least the projects award letters to determine scope, duration and value.	30	Points	Sub-points	Schedule of experience on projects of a similar nature	30	Where 3 or more projects of a similar nature and scope of works have been completed in the past 10 years to the value of R 7 000 000
						20	Where 2 projects of a similar nature and scope of works have been completed in the past 10 years to the value of R 7 000 000
						10	Where 1 project of a similar nature and scope of works have been completed in the past 10 years to the value of R 7 000 000
						0	no or irrelevant submission, does not meet requirement
3. Competency and experience of site management personnel supported by curriculum vitae	Proposed technical team member, which is backed up by their curriculum vitae with traceable reference that detail technical qualifications and demonstrate extensive experience on similar projects.	40	Points	Sub-points	Submission of detailed curriculum vitae of the foreman	40	Submission of a detailed curriculum vitae of technical team members made of (Director or Project Manager, Health and Safety Person and Foreman) that will be allocated to this project indicating more than 10 years experience on fencing projects
						30	Submission of a detailed curriculum vitae of technical team members made of (Director or Project Manager,Health and Safety Person and Foreman)that will be allocated to this project indicating between 5 to 10 years experience on fencing projects
						10	Submission of a detailed curriculum vitae of technical team members made of (Director or Project Manager, Health and Safety Person and Foreman) that will be allocated to this project indicating less than 5 years experience on fencing projects
4. Methodology and Approach	Detailed method statement and programme to be submitted.	10	Points	Points	Working Programme detailing on the sequence of works and indicating milestones	10	Submission of Working Programme detailing on the sequence of works and indicating milestones
						5	Submission of Working Programme with no detailing on the sequence of works and milestones
						0	No or irrelevant submission, does not meet requirement

TENDER EVALUATION CRITERIA AND SCORING PRICE AND BBEE

Evaluation Criteria	Deliverables	Points
Price	The lowest responsive and responsible priced offer shall be allocated 80 points. All other responsive and responsible offers shall be allocated a prorated point value based on the lowest responsive and responsible priced offer.	80 Points
Broad Based Black Economic Empowerment (BBBEE)	The points allocated to each tenderer for Broad Based Black Economic Empowerment shall be based on the Broad Based Black Economic Empowerment Scorecard. In this regard, the points score for this criteria for each tenderer, shall be determined as follows:	20 Points
	- Level 1 Contributor	20 Points
	- Level 2 Contributor	18 Points
	- Level 3 Contributor	14 Points
	- Level 4 Contributor	12 Points
	- Level 5 Contributor	8 Points
	- Level 6 Contributor	6 Points
	- Level 7 Contributor	4 Points
	- Level 8 Contributor	2 Points
	- Non-Compliant Contributor	0 Points

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DEPARTMENT OF HEALTH



KWAZULU-NATAL PROVINCE

**HEALTH
REPUBLIC OF SOUTH AFRICA**

BILLS OF QUANTITIES

with GCC for Construction Works - Second Edition 2010

CONTRACTUAL SECTION

ONE VOLUME APPROACH

Umzimkhulu Hospital-Replacement of the Perimeter Fence

Project Leader

KZN Department of Health
Private Bag X 9051
Pietermaritzburg
3200
033 940-2511 - Tel Number

Mr. Musawenkosi Mkhize

Employer:

Head: Health
KZN Department of Health
Private Bag X 9051
PIETERMARITZBURG
3200
Tel Number: 033-940-2511
Fax Number:

Institution:

Umzimkhulu Hospital

Bid Number: ZNB9002/2022-H

CIDB Grading: 6SQ

Project Code: 0

Document Date: 24 January 2022

Contracting Party: _____

CIDB Registration number: _____

Central Suppliers Database Registration Number: _____



Umzimkhulu Hospital-Replacement of the Perimeter Fence

THE CONTRACT



Umzimkhulu Hospital-Replacement of the Perimeter Fence

C1 - AGREEMENT AND CONTRACT DATA



Umzimkhulu Hospital-Replacement of the Perimeter Fence

FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE

Bid No - ZNB9002/2022-H



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Umzimkhulu Hospital-Replacement of the Perimeter Fence

C.1.1 - FORM OF OFFER AND ACCEPTANCE

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

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



Umzimkhulu Hospital-Replacement of the Perimeter Fence

C1.2 - CONTRACT DATA

C 1.2 CONTRACT DATA: with GCC for Construction Works - Second Edition 2010	
CONTRACT DATA FOR: Umzimkhulu Hospital-Replacement of the Perimeter Fence	
Bid no: ZNE	
	The General Conditions of Contract are the clauses contained in the General Conditions of Contract (2010) (Second Edition) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained through most regional offices of the South African Institution of Civil Engineering, telephone number 011 805 5947 or by visiting their website at www.saice.org.za .
	CONTRACT SPECIFIC DATA The following contract specific data are applicable to this contract:
	CONTRACT VARIABLES This schedule contains all variables specific to this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the bid documents. Both the pre-tender and post-tender categories form part of this agreement. Spaces requiring information must be filled in, shown as 'not applicable' or deleted <u>but not left blank</u> . Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets. The Engineer/Principal Agent, in accordance with Clause 1.1.1.16, shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties as described in Clause 3.1.2.
MEC Office at 9th Floor Truro House, 17 Victoria Embankment Durban 4000	
Part 1: CONTRACT DATA PROVIDED BY THE EMPLOYER:	
	PRE-TENDER INFORMATION
	CONTRACTING AND OTHER PARTIES
[1.1.1.15]	Employer: KZN-Department of Health Postal address: <i>Private Bag X 9051</i> PIETERMARITZBURG 3200 Tel: 033-940-2511 Fax:
[1.2.1.2]	Physical address: 35 Hyslop Road, TownHill Office Park PIETERMARITZBURG 3200

Bid no:	
PART 1: DATA PROVIDED BY THE EMPLOYER	
[1.1.1.13]	Defects Liability Period The defects liability period is: A time measured from the date of the Certificate of Completion. Defects Liability Period is 12 Months Engineering Works Defects Liability Period is 12 Months for Building Works
Latent Defect Period	
[5.16.3]	The latent defect period is: 10 Years
Documentation required before Commencement of the Works:	
[5.3.1]	The documentation required before commencement with the Works execution are;
[4.3]	Health and Safety Plan The Contractor shall deliver his Health and Safety Plan of the Works within 14 calendar days after notice from Project Leader, prior to the Commencement Date.
[5.6]	Initial Programme The Contractor shall deliver his programme of work within 10 calendar days after notice from Engineer, prior to the Commencement Date.
[6.2]	Guarantee The Contractor shall deliver his chosen Guarantee (security) for this Works within 14 calendar days after notice from Engineer, prior to the Commencement Date.
[8.6]	Insurance The Contractor shall deliver his insurance for the Works within 14 calendar days after notice from Engineer, prior to the Commencement Date.
	Cash flow by contractor The Contractor shall deliver his Cash flow for the Works within 14 calendar days after notice from Engineer, prior to the Commencement Date.
	Priced Bill of Quantity The Contractor shall deliver his Priced Bill of Quantity within 14 calendar days after notice from Engineer, prior to the Commencement Date.
	Programme The Contractor is required to submit his Programme of Works in terms of Clause 5.6.1 and 5.3.1 and the Project Leader is required to approve this within 7 days in terms of Clause 5.6.3
	Other requirements
[5.3.2]	The time to submit the documentation required before commencement with Works execution is: 7 calendar days

[5.8.1] [5.8.1]	Non-Working days Non-Working days Special non- working days Saturday & Sundays All Nationally Recognized Public Holidays and the year end break										
[3.1.3]	Engineer/Principal Agent to consult with Employer The Engineer shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties.										
[6.2.1] [6.2.1]	Security The time to deliver the deed of guarantee is Prior to site hand over in terms of clause 5.3.1 and 5.3.2. The liability of the Guarantee shall be for 10%. Please see Offer and Acceptance form for various option available to Bidder.										
	Commencement Date Commencement date means the date of Site Hand over that should not occur prior to the Bidder receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.										
	<i>The Agreement comes into effect, on the date when;</i> <i>The tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any)</i> <i>The agreement ("this document") consists of;</i> 1. Agreement and Conditions of Contract. 2. Form of Offer and Acceptance. 3. Contract Data. 4. Scope of Works. 5. Site Information. 6. Drawings & documents referred to in the 1 to 4 above. <i>(See Form of Offer and Acceptance)</i>										
[5.3.1]	The contractor shall commence executing the Works within 7 calendar days from the Commencement Date.										
[5.4.1]	Possession of the site will be given within 10 calendar days after the contractor has fulfilled the conditions (4.3, 5.6, 6.2, 8.6) and received the notification from the Employer of Site Hand Over where the contractor will receive one <u>fully signed</u> copy of the Form of Offer and Acceptance from the employer.										
[5.6.1]	The Contractor shall deliver his programme of work within 10 calendar days after notice from Engineer, prior to the Commencement Date.										
	CONTRACT DETAILS										
[1.1.1.33]	Works description: Refer to document C3 – Scope of Work.										
[1.1.1.30]	Site description: Refer to document C4 – Site Information.										
	Specific options that are applicable to a State organ only Where so :										
[6.10.6.2]	1) Interest rate legislation: (a) in respect of interest owed <u>by the employer</u>, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and (b) in respect of interest owed <u>to the employer</u>, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply 2) Lateral support insurance to be effected by the contractor: <table border="1"> <tr> <td>Yes</td> <td>No</td> <td>X</td> </tr> </table> 3) Payment will be made for materials and goods <table border="1"> <tr> <td>Yes</td> <td>X</td> <td>No</td> </tr> </table> 4) Dispute resolution by litigation <table border="1"> <tr> <td>Yes</td> <td>No</td> <td>X</td> </tr> </table> 5) Extended defects liability period applicable to the following elements: <table border="1"> <tr> <td>0</td> </tr> </table>	Yes	No	X	Yes	X	No	Yes	No	X	0
Yes	No	X									
Yes	X	No									
Yes	No	X									
0											
[8.6.1.1.2]	The Value of material, supplied by the Employer, and not included in the Contract Price, is: R0.00										
[8.6.1.1.3]	The amount to cover Professional Fees, not included in the Contract Price, for repairing damage and loss to be included in the insurance: 30% of the contract price										
[8.6.1.3]	The limit for indemnity for liable insurance is: Unlimited										
[6.5.1.2.3]	The percentage allowance to cover overhead charges for contractor and subcontractors, is: 33.30%										
[1.1.1.14]	Practical Completion Date The Practical Completion date is: A time measured from the Commencement date.										
[5.5.1] [5.13.1]	For the works as a whole: The whole of the works shall be completed within: <table border="1"> <tr> <td>6</td> <td>Months (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).</td> </tr> </table> The date for practical completion shall be To be determined The penalty per calendar day shall be : 0.04% of the Contract Price, rounded to the nearest R10	6	Months (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).								
6	Months (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).										

	For the works in sections:
	The date for practical completion from the commencement date and the penalty per calendar day:
	Portion 1:
[5.5.1]	N/A
[5.13.1]	0% of the Contract Price, rounded to the nearest R10
	Portion 2:
[5.5.1]	N/A
[5.13.1]	0% of the Contract Price, rounded to the nearest R10
	Portion 3:
[5.5.1]	6 Months service
[5.13.1]	0% of the Contract Price, rounded to the nearest R10
	Portion 4:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 5:
[5.5.1]	N/A
[5.13.1]	0% of the Contract Price, rounded to the nearest R10
	Portion 6:
[5.5.1]	N/A
[5.13.1]	0% of the Contract Price, rounded to the nearest R10
[1.3.2]	The law applicable to this agreement shall be that of the: Republic of South Africa
[6.10.1.5]	The percentage advance on materials not yet built into the Permanent Works is: 80.00%
[6.10.3]	Percentage retention on amounts due to contractor is: The Percentage retention is nil. The only security required by the Employer will be such as selected by the Contractor on the Form of Offer and Acceptance and Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR, point 2 - Documents, of the Contract Data.
	Maximum retention is: 10.00% of the Contract Price
[6.8.1]	Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract could only, when the construction period exceeds 6 months and the contract exceeds R1,000,000.00, be subject to a Contract Price Adjustment Factor.
[6.8.2]	Clause 6.8.2 the last part of the sentence saying "calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule." must be replaced by "calculated according to the Contract Price Adjustment Provisions (CPAP) Indices Application Manual for use with P0151 indices (Revised 1 January 2013)" as published by Statistics South Africa. The Contract Price Adjustment Provision (CPAP) will be subject to the most recently released indices by Statistic South Africa. Bidders are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works will not accept the submission by Bidders of lists of additional items."
[6.8.3]	
[6.8.2]	Where this contract is a Lump Sum contract, the contract will only be subject to Contract Price Adjustment Provisions (CPAP)(Revised 1 January 2013) where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings only.
[6.8.3]	
[5.14.5]	The following clause must be added to clause 5.14.5:
	[5.14.5.6] The employers agent shall submit the final account within 3 calendar months to the principal agent.
[10.5]	The determinations of disputes shall be by ARBITRATION ONLY.
[10.5.3]	The number of Adjudication Board Members to be appointed is: One
[10.9.1]	Replace the last part of the clause with the following: "on the application of either party, by the Chairman, or his nominee of the Association of Arbitrators."
	Where CPAP is applicable, the contract sum will be adjusted in accordance with the Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as published by Statistics South Africa, dated 1 January 2013 and any amendments thereto:
	1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities.
	2) In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be adjusted in accordance with Work Group 170.
	3) Further to clause 3.4.6 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Bidder's, will not be permitted.
	Alternative Indices: Not Applicable
	Details of changes made to the General Conditions of Contract for construction works (2010) Second Edition
	Clause
[1.1]	[1.1.1.5] COMMENCEMENT DATE – means the actual date of Site Hand over that should not occur prior to the Bidder receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.
	[5.12.2.2] ABNORMAL CLIMATIC CONDITIONS - means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Service's (http://www.weathersa.co.za) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed.
	[6.2.1] CONSTRUCTION GUARANTEE – means an on demand guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the Offer and Acceptance Form and the contract data.
	CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of due completion date. This period will be deemed to commence on actual site hand over date to the contractor and end on the date of practical completion and shall include all annual industrial holiday periods, Sundays and public holidays.
	CORRUPT PRACTICE – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
	FINAL ACCOUNT - The document prepared by the principal agent, which reflects the contract value of the works at final approval or termination.
	FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practise among bidders (prior to or after the bid submission) designed to establish tender prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
	INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:
	(a) in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and
	(b) in respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply

	[1.1.1.16] ENGINEER/PRINCIPAL AGENT – means the person or entity appointed by the Employer and named in the Contract Data as the Engineer/Principal Agent to act as agent of the Employer. In the event of an Engineer/Principal Agent not being appointed, then all the duties and obligations of an Engineer/Principal Agent as detailed in the Contract shall be fulfilled by a representative of the Employer as named in the Contract Data. (Hereafter referred to as Engineer) [1.1.1.21] GENERAL ITEMS - or preliminaries means items stipulated in the Pricing Data relating to general obligations, site services, facilities and/or items that cover elements of the cost of the work which are not considered as proportional to the quantities of the Permanent Works.
	[4.4.1] Add the following to the clause 4.4.1: <i>"The Contract shall only use subcontractors who are duly registered with the CIDB and who has an ACTIVE status at the time of submitting the bid"</i>
	[6.2.1] Refer to Offer and Acceptance form for the various options that the contractor may choose from in providing a form of Guarantee under "GUARATEE OPTIONS".
	[6.10.6.2] Replace <i>"at the prime overdraft rate, as charged by the Contractor's Bank,"</i> with <i>"..at the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975)."</i> Omit <i>"on all overdue payments from the date on which the same should have been paid..."</i> and replace with <i>"only after 30 calendar days from receiving written notice from the Contractor that the amount is overdue..."</i>
[5.12.3]	SPECIAL CONDITIONS OF CONTRACT Omit clause 5.12.3 and add the following: <i>"5.12.3. If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including for special non-working days, if applicable as are appropriate regarding to any other compensation which may already have been granted in respect of the circumstances concerned. The reasons for extension of time that would invoke payment of time related General Items are inter alia;</i> 5.12.3.1 <i>Failure to give possession of the site to the contractor.</i> 5.12.3.2 <i>Making good physical loss and repairing damage to the works where the contractor is not at risk.</i> 5.12.3.3 <i>Contract instructions not occasioned by default by the contractor.</i> 5.12.3.4 <i>Failure to issue construction information timeously or the late issue of a contract instruction following a request from the contractor.</i> 5.12.3.5 <i>Late acceptance by the principal agent of a design undertaken by a selected subcontractor where the contractor's obligations have been met.</i> 5.12.3.6 <i>Suspension or cancellation termination invoked by a nominated or selected r/s subcontractor due to default by the employer or the principal agent.</i> 5.12.3.7 <i>Insolvency of a nominated subcontractor.</i> 5.12.3.8 <i>A direct contractor.</i> 5.12.3.9 <i>Opening up and testing of work and materials and goods where such work is according to in accordance with the contract documents.</i> 5.12.3.10 <i>The execution of additional work for which the quantity included in the bills of quantities is not sufficiently accurate.</i> 5.12.3.11 <i>Late or failure to supply materials and goods for which the employer is responsible.</i> 5.12.3.12 <i>Suspension of the works."</i>
[5.14.5.1]	Omit entire clause 5.14.5.1
[5.16.4]	Add the following new clause "5.16.4. Upon the issue of a Final Approval Certificate, unless otherwise provided in the Contract: 5.16.4.1. <i>The performance Guarantee (if any) shall be returned within 14 days to the guarantor in terms of Clause 7."</i>
[6.2.2]	It shall be deemed that the Contractor has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax."
[6.2.3]	Add to clause 6.2.3 the following <i>"The Contractor shall provide proof of paid-up premium payments to accompany his payment certificate as proof that his performance guarantee has not expired yet. The Contractor will not receive payment without proof of the validity of their performance</i>
[9.3.2.2]	Omit <i>"without prejudice to the exercise of any lien the Contractor may have acquired over the Employer's property."</i>
	Duties and functions of the Engineer requiring the specific approval of the Employer BEFORE execution of any part of these duties are as - Determinations of contractors claims for extension of time (revision of the contract completion date). All claims for extension of time shall be submitted by the Engineer, together with the Engineer's recommendations, to the Employer for determination. Omit "Engineer" in clause 42.2 - Drawings, instructions or communications of any kind requiring variations of the works and involving EXTRA's shall NOT be given effect by the Contractor UNTIL BOTH the "Official Variation Order" and the "Financial Request for Variation Order and Additional Funds" form, as issued by the Department of Public Works, have been approved and signed by the Employer. - Insurance policies to be approved by the Employer within 21 days of the date of the Commencement of the Works. - Any notice of disagreement raised by the Contractor or written Dispute Notice given by the Contractor to the Engineer shall be submitted by the Engineer, together with the Engineer's recommendations, to the Employer for determination. - The issue of the certificate of practical completion, certificate of completion and the final approval certificate shall be signed and submitted by the Engineer, to the Employer for final approval and signature. The certificates shall not be considered as officially issued until signed by the
	MANAGING PROJECT DURATION - The Contractor shall co-ordinate his programme with all other contractors whose work may precede or be executed simultaneously to his own. The Contractor will be called upon to plan and control the project using the Project Evaluation and Review Technique (PERT) or other approved Critical Path Method (CPM) network analysis of his events and activities and those of the sub-contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the programme to the satisfaction of the Principal Agent against this item. - Activity-and total float shall belong to the Employer. - The Contractor shall deliver his programme of work within 10 calendar days after notice from Engineer, prior to the Commencement Date. It is a condition of this contract that, the contractor submit to the Engineer/principal agent a detailed CPM Programme which shall be to the approval of the Engineer/principal agent. In this regard tenderers are advised to consult with the Engineer/Principal Agent as to the format and requirements of the programme as no claim whatsoever will entertained should the programme fail to meet the requirements of the Engineer/Principal Agent. Failure to submit the programme within the stipulated time may result in the contractor being held in breach of contract. The approved programme will form the basis of time management of the project and extension of time will not be guaranteed unless the Contractor has strictly complied with this provision. The programme shall make allowance for rain and the number of rain days allowed within the critical path shall be on the provisions of the clause dealing with inclement weather and claiming for delays in performance in this bill. Allowance for the above must be made under this item as no claims for failing to comply with this precondition will later be entertained.
	INCLEMENT WEATHER AND CLAIMS FOR DELAYS IN PERFORMANCE #REF! as indicated in the Scope of Works. These days shall be reflected on the critical path of the Contractor's programme as specified in MANAGING PROJECT DURATION above. - Claims for delays in performance due to inclement weather shall be calculated separately for each calendar month and for the project as a whole. Delays or gains to the critical path shall be reflected in all revisions of the programme. An extension of time will only be granted where the following conditions are met: - The criteria to be used for WORK stoppages shall be for safety hazards or poor quality of work. - The Employer's site representative or the Employer's Principal Agent, if the site representative is not available shall be notified when the Contractor stops the work and intends to claim performance delays. The Employer representative shall inspect the situation together with the Contractor and give an immediate decision.

		1. The stoppage claimed must cause a delay in the Completion Date of work. If the critical activities can proceed and a non-critical activity is delayed due to inclement weather no claims for delay shall be granted. 2. No claims for stoppages less than 2 (two) hours per day shall be considered. 3. Claims granted for more than 2 (two) hours, but less than 10 (ten) hour (lunch included) day, shall be added together and expressed as full days. 4. All claims shall be submitted in writing to the Principal Agent within one working day of the actual stoppage. 5. The total delay in performance granted to the Contractor expressed in days shall be added to the contractual Completion Date of each section of the Works. The contractual penalty clause shall only come into effect after this newly arrived date. 6. Total delays (in hours) will be rounded up or down to the nearest integer for the calculation of Working Days. The total hours (including lunch) per Working Day shall be 10 unless otherwise indicated on the Contractor's programme. 7. Where the programmed delays for inclement weather exceed the actual delays incurred the Completion Date(s) will not be adjusted. 8. Where the project includes builder's holidays the programmed durations for inclement weather shall be adjusted pro-rata to the actual Working Days. 9. The total of all monthly delays due to inclement weather shall be calculated in accordance with the example given below:																																																					
		<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th rowspan="2">Description</th> <th rowspan="2"></th> <th colspan="5">Months</th> <th rowspan="2">Total</th> </tr> <tr> <th>Sept</th> <th>Oct</th> <th>Nov</th> <th>Dec</th> <th>Jan</th> </tr> <tr> <th></th> <th>Hours</th> <th>Hours</th> <th>Hours</th> <th>Hours</th> <th>Hours</th> <th>Hours</th> <th>Hours</th> </tr> </thead> <tbody> <tr> <td>Programmed</td> <td>Rain days</td> <td>0</td> <td>30</td> <td>30</td> <td>15</td> <td>15</td> <td>90</td> </tr> <tr> <td>Actual</td> <td>Rain days</td> <td>16</td> <td>22</td> <td>35</td> <td>15</td> <td>18</td> <td>106</td> </tr> <tr> <td>Difference</td> <td></td> <td>-16</td> <td>8</td> <td>-5</td> <td>0</td> <td>-3</td> <td>-16</td> </tr> <tr> <td colspan="7" style="text-align: right;">Estimated Extension of time - in working days</td> <td>2</td> </tr> </tbody> </table> 8 hrs/day* See point 5.2 in the Scope of Works for the specific days the bidder must allow for in this contract.	Description		Months					Total	Sept	Oct	Nov	Dec	Jan		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Programmed	Rain days	0	30	30	15	15	90	Actual	Rain days	16	22	35	15	18	106	Difference		-16	8	-5	0	-3	-16	Estimated Extension of time - in working days							2
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Bid no:	ZNB9002/2022-H	Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR:																																																					
	POST-TENDER INFORMATION Note: All information for this section requires consultation with the Contractor. The Engineer/Principal Agent shall not pre-select any of the alternatives available to the Contractor.																																																						
	1 CONTRACT DETAILS																																																						
[1.1.1.9]	Contractor Name: _____																																																						
[1.2.1.2]	Postal address: _____ _____ _____																																																						
	Tel no _____ Fax no _____																																																						
	Tax / VAT Registration No: _____ e-mail _____																																																						
	Physical address: _____ _____ _____																																																						
[1.1.1.10]	The accepted contract price inclusive of tax is R : _____																																																						
	(Amount in words) _____																																																						
	Payment Of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)																																																						
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**Alternative B	N/A																																																						
	<i>* Assessed by the Engineer/Principal Agent as an amount prorated to the value of the Work duly executed in the same ratio as the Preliminaries bears to the Contract Price excluding VAT, Preliminary amount, Contingencies and any CPAP.</i> <i>** Calculated from the priced Bill of Quantity/Lump Sum document. The Contractor and the Engineer/Principal Agent shall agree on a division of the priced Preliminaries items into: initial establishment charge, monthly charge and final disestablishment charge.</i> If the Contractor and the Engineer/Principal Agent can not agree, within 10 Working Days from the Commencement Date, on such a division then the Engineer/Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows; 10% of the General Items/Preliminaries amount shall not be varied 15% of the General Items/Preliminaries shall only be varied in proportion of the Contract Price to the Contract Sum 75% of the General Items/Preliminaries shall be varied in proportion to the revised Construction Period compared with the initial Construction Period.																																																						
Alternative A	Adjustment of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11) For the adjustment of Preliminaries both the Contract Sum and the Contract Value (including tax) shall exclude the amount of Preliminaries, all Contingency Sum(s) and any provision for Cost Price Adjustment Provisions: - An amount which shall not be varied. - An amount varied in proportion to the contract value as compared to the Contract Sum. - An amount varied in proportion to the Construction Period as compared to the initial Construction Period (excluding revisions to the Construction Period to which the Contractor is not entitled) to adjustment of the Contract Value in terms of the agreement. The Contractor shall provide a breakdown of charges (including tax) within 15 working days of the date of acceptance of tender and, where applicable, an apportionment of Preliminaries per section If the Contractor and the Principal Agent cannot agree, within ten (10) Working Days from the Commencement Date, on such a division then the Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows; 10% of the amount shall not be varied 15% varied in proportion of the Contract Value to the Contract Sum 75% varied in proportion to the revised Construction period compared with the initial Construction Period Sectional Completion : Subdivision of Preliminaries Costs For the adjustment of preliminaries for sections of the work the value of fixed, value, and time related amounts of the preliminaries for each section is required. The contractor is to provide such information within fifteen (15) working days of taking possession of the site, failing which the categorised preliminaries amounts shall be prorated to the value of each section. The above shall apply equally for projects where sectional completion was not contemplated at tender stage but subsequently occurred on an adhoc basis during construction of the works as agreed between the client and the employer. The original priced categorised amounts for fixed, value, and time related amounts shall be prorated to the value of each section. When an extension of time has been granted in terms of the GCC and the preliminaries require to be adjusted accordingly, the pertinent sectional (subdivided) categorised preliminaries amounts shall be utilised, where applicable and not the overall preliminary amounts. Where sectional completion is required in terms of the agreement, the Contractor shall provide the Principal Agent with the division of the above categorized amounts into sections. Should the Contractor fail to provide such information within the period stipulated the categorized amounts shall be prorated to the value of each section.																																																						
	YES yes / no																																																						

or			
Alternative B	The Contractor shall within 15 working days of the date of possession of the site provide the Principal Agent with a detailed breakdown of Preliminaries amounts for the works as a whole, or per section where applicable, including administrative and supervisory staff charges and for the use of construction equipment in terms of the programme. NO yes / no		
	The contractor is informed that only option 'A' shall apply		
2 DOCUMENTS			
Contract documents marked and annexed hereto:			
Priced Bills of Quantities:	Yes ☒	No ☐	
Lump Sum document :	Yes ☐	No ☒	
Guarantee Options:			
Not applicable			
2.2 DESIGN BRIEF			
Not applicable		☐	YES or NO
2.3 DRAWINGS	Yes ☐		YES or NO
See list of drawings/Annexure's attached to this document.		☐	YES or NO
2.4 DESIGN PROCEDURES	No ☐		YES or NO
Not applicable			
Contract drawings:	Yes ☒	No ☐	
Other documents:			
Waiver of the Contractors lien or right of continuing possession is required.			
		YES	
3 SIGNATURES OF THE CONTRACTING PARTIES			
Thus done and signed at.....onof.....20....			
Name of signatory		for and behalf of the Employer who by signature hereof	
Capacity of signatory		as Witness.	
Thus done and signed at.....onof.....20....			
Name of signatory		for and behalf of the Contractor who by signature hereof	
Capacity of signatory		as Witness.	



Umzimkhulu Hospital-Replacement of the Perimeter Fence

C1.3 - FORM OF GUARANTEE