

## TENDER

# STEYNSBURG HOSPITAL: PROCUREMENT OF A COMPLETION CONTRACT FOR THE REPAIRS AND RENOVATIONS TO THE EXISTING HOSPITAL, GUARDHOUSE AND PHARMACY.

**SCMU5-24/25-0167**

NAME OF COMPANY:

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CSD Nr:

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CRS Nr (CIDB):

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**CLOSING DATE: 11 FEBRUARY 2025**

**TIME: 11:00**



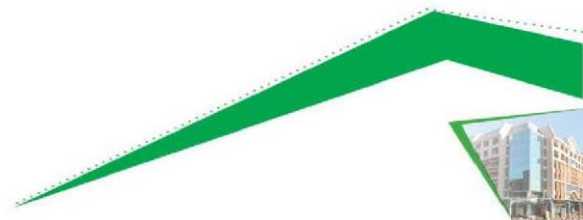
Department of Public Works and Infrastructure

Independence Avenue

Qhasana Building

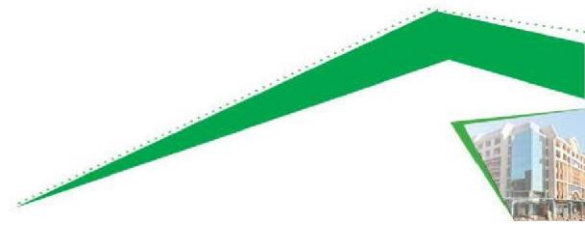
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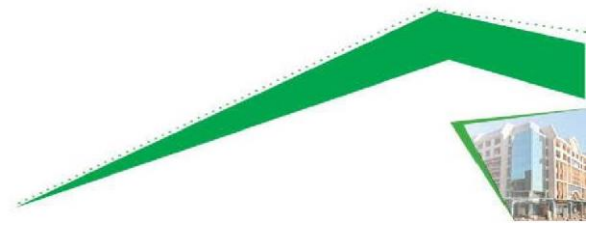


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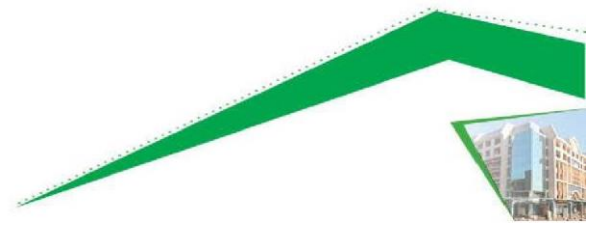
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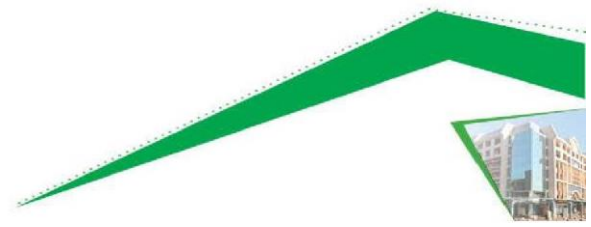
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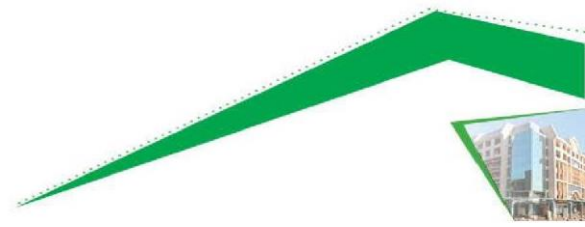
## THE TENDER



## PART T1 TENDERING PROCEDURES



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



## T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department of Public Works and Infrastructure invites contractors with a CIDB Grading of **5GB or Higher** in the following Class of works (**GB**) to tender for the “**PROCUREMENT OF A COMPLETION CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE EXISTING HOSPITAL, GUARDHOUSE AND PHARMACY AT STEYNSBURG HOSPITAL**” for a Seven (07) month contract.

The contract will be based on the **JBCC Edition 6.2 of 2018**, and the Eastern Cape Public Works and Infrastructure will enter into a contract with the successful tenderer.

Only tenderers who have suitable experience and suitably qualified personnel in providing similar services to those that are required are eligible to submit tenders.

Bid documents are downloadable free of charge from Department of Public Works and Infrastructure website ([www.ecdpw.gov.za/tenders](http://www.ecdpw.gov.za/tenders)) or from National Treasury's tender portal (<http://www.etender.gov.za/content/advertised-tenders>). Bid documents will be available on **06 December 2024**. No bid documents will be available at departmental offices.

**Below is a link containing a Bill of Quantities and other documents:**

[SCMU5-24.25-0167](http://www.ecdpw.gov.za/tenders)

There will be a non-compulsory briefing meeting on **21 January 2025**, on the **Steynsburg Hospital site**, town. (Refer to site co-ordinates under Site Information). The co-ordinates are: - **31.1735, 25.4843**

Prospective bidders are to meet on the site of the Proposed Steynsburg hospital at **11h00**.

Queries relating to the issue of these documents may be addressed in writing to DPWI Supply chain Management - email: [supply.chain@ecdpw.gov.za](mailto:supply.chain@ecdpw.gov.za), **Technical enquiries:** may be addressed in writing to Mawande Makala on this email [mawande.makala@ecdpw.gov.za](mailto:mawande.makala@ecdpw.gov.za)

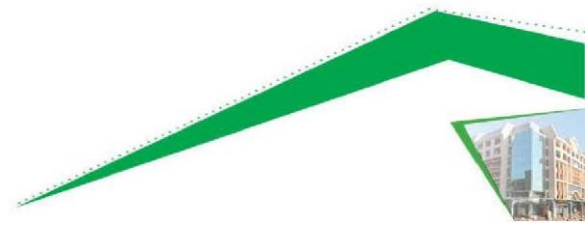
The closing time for receipt of tenders by the Eastern Cape Department of Public Works and Infrastructure (ECDPWI) is **11:00am on 11 February 2025**

### A. TENDER SUBMISSIONS:

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders **will not** be accepted. Bids must be submitted in sealed envelopes clearly marked “**SCMU5-24/25-0167: “PROCUREMENT OF A COMPLETION CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE EXISTING HOSPITAL, GUARDHOUSE AND PHARMACY AT STEYNSBURG HOSPITAL.”** must be deposited in the bid box, **DEPARTMENT OF PUBLIC WORKS, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED “TENDERS”, BISHO.**

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery. Not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

Tenders may only be submitted on the tender documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (<https://secure.csd.gov.za>).



Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

#### **B. BID EVALUATION:**

**This bid will be evaluated in Three (3) phases as follows:**

**Phase One:** Compliance, responsiveness to the bid rules and conditions, thereafter they will be evaluated on Functionality.

**Phase Two:** Functionality will be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference

**Phase Three:** Bidders passing all stages above will thereafter be evaluated on Preferential Procurement Policy Framework Act (PPPFA), and Preferential Procurement Regulations 2022.

#### **PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) AND PREFERENTIAL PROCUREMENT REGULATIONS 2022 POINTS WILL BE AWARDED AS FOLLOWS:**

Maximum points on Price	-	<b>80 points</b>
Maximum points for Specific Goals	-	<b>20 points</b>
<b>Maximum points</b>	-	<b>100 points</b>

#### **C. BID SPECIFICATIONS, CONDITIONS AND RULES**

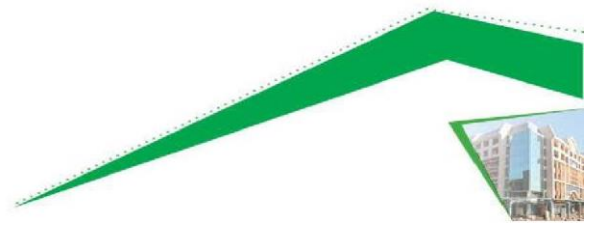
1. The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data
2. The Department of Public Works and Infrastructure SCM policy applies.
3. Tender validity period is **120 days**.

#### **D. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:**

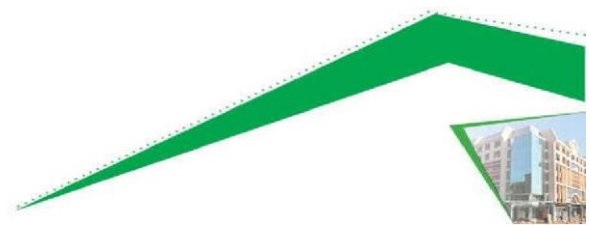
- **SCM RELATED ENQUIRIES** DPWI Supply chain Management  
Email Address: [supply.chain@ecdpw.gov.za](mailto:supply.chain@ecdpw.gov.za)
- **TECHNICAL ENQUIRIES**  
Mr Mawande Makala  
Tel No: **051 611 9800**  
Email Address: [mawande.makala@ecdpw.gov.za](mailto:mawande.makala@ecdpw.gov.za)

#### **FOR COMPLAINTS, FRAUD, & TENDER ABUSE:**

**Call: 0800 701 701**



## PART T1.2: TENDER DATA



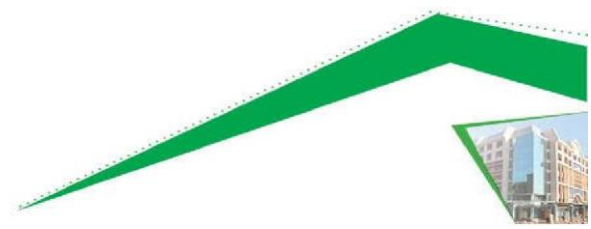
## T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*.

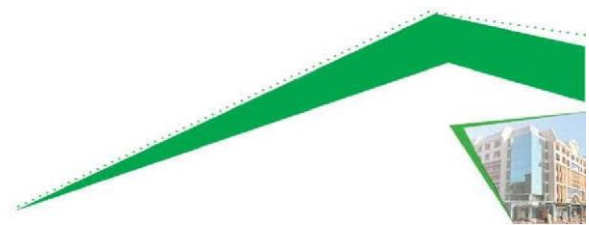
SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 and as contained in **Annexure C of Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

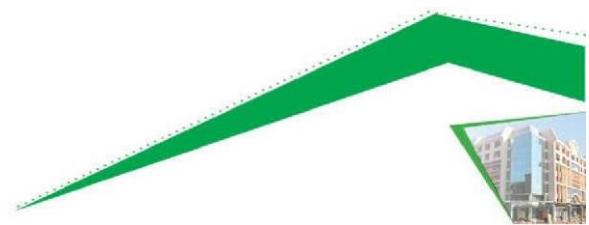
Clause number	Tender Data
3.1	The Employer is Public Works and Infrastructure – Eastern Cape
3.2	<p>The tender documents issued by the employer comprise the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>T1.3 - Functionality scoring schedule</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b></p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Dispute Resolution Mechanism</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Bills of Quantities</p> <p><b>Part C3: Scope of work</b></p> <p>C3 - Scope of work</p> <p><b>Part C4: Site information</b></p> <p>C4 - Site information</p>
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	<p>The employer's agent is:</p> <p>Name: Department of Public works &amp; infrastructure</p> <p>Themba Kojana Office Complex</p> <p>N6 Road,</p> <p>Aliwal North</p> <p>Principal Agent</p> <p>Tel No: <b>051 611 9800</b></p> <p>Email Address: <a href="mailto:Mawande.makala@ecdpw.gov.za">Mawande.makala@ecdpw.gov.za</a></p>
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 3: Three (3) stage procurement procedure shall be applied.
<b>4</b>	<b>Tender's obligations</b>



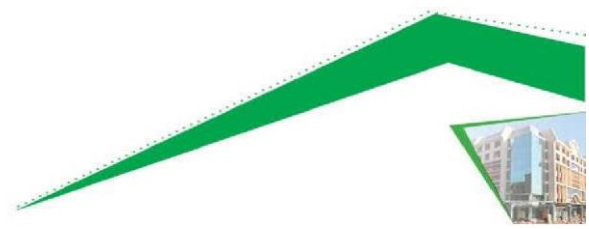
4.1	<p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB <b>Grade 5GB or Higher</b> class of construction work; and</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. Every member of the joint venture is registered with the CIDB;</li> <li>2. The lead partner has a contractor grading designation in the CIDB <b>Grade 4GB or higher class</b> of construction work, and.</li> <li>3. The combined contractor grading designation calculated in accordance with the Construction industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CIDB <b>Grade 5GB or higher</b> class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations.</li> <li>4. Joint Venture Agreement</li> </ol>
4.2	<p>The employer will compensate the tender as follows JBCC Edition 6.2 of 2018. The employer <b>will not</b> compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.</p>
4.3	<p>It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
4.4	<p><b>Confidentiality and copyright of documents</b>        Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
4.5	<p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.</p>
4.6	<p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to consider the addenda.</p>
4.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.        Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.  <b>Tender documents will not be made available at the clarification meeting</b></p>
4.8	<p><b>Seek clarification</b>  <i>Request clarification of the tender documents, if necessary, by notifying the employer at least <b>7 (Seven) working days before the closing time stated in the tender data.</b></i></p>



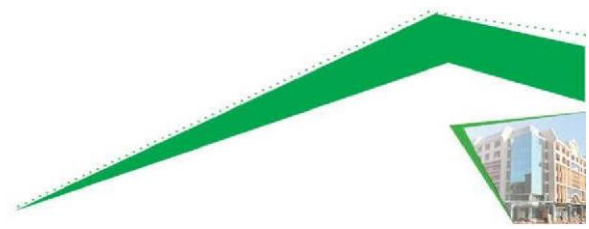
4.9	<p>Tenderers are required to state the rates and currencies in Rands.</p> <p>Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.</p> <p>State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.</p>
4.10	<p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations.</p> <p>Do not make erasures using masking fluid.</p>
4.11	Main tender offers are not required to be submitted together with alternative tenders.
4.12	No alternative tender offers will be considered
4.13.1	<p>Parts of each tender offer communicated on paper shall be submitted as an original.</p> <p>Submit</p> <p>a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5, and</p> <p>b) the parts communicated electronically by the employer of its agents on paper format with the tender.</p>
4.13.2	<p>Sign the original and all copies of the tender offer where required in terms of the tender data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p> <p>NOTE The employer holds all authorized signatories liable on behalf of the tenderer.</p>
4.13.3	<p>A tender security in the amount of <b>N/A</b> is required and shall remain valid for a period not exceeding <b>N/A</b> days after the closing date for tender offers.</p> <p>The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.</p>
4.13.4	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>Location of tender box: DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED "TENDERS", BISHO.</b></p> <p><b>Physical address:</b> Independence Avenue, Ground Floor, Qhasana Building, Bisho 5605</p> <p><b>Identification details: SCMU5-24/25-0167: "PROCUREMENT OF A COMPLETION CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE EXISTING HOSPITAL, GUARDHOUSE AND PHARMACY AT STEYNSBURG HOSPITAL."</b></p> <p><b>CLOSING TIME AND DATE: 11 February 2025 at 11:00</b></p>
4.13.5	<p>The tenderer is required to submit with his tender the following certificates:</p> <p>1) a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order in the South African Revenue Services. <i>In the case of a Joint Venture/Consortium/Sub - contractors each party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order in the South African Revenue Services.</i></p> <p>2) CIDB Grading certificate or CRS number.</p>
4.13.6	A two-envelope procedure will not be required.



4.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
4.14	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.15.1	The tender offer validity period is <b>120 days</b> . Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.15.2	<b>Placing of contractors under restrictions / withdrawal of tenders</b> If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on <b>cidb</b> Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.
4.16	Access shall be provided for the following inspections, tests and analysis: <b>N/A</b>
4.17	the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPW policy
<b>5</b>	<b>Employer's undertakings</b>
5.1	The Employer will respond to requests for clarification received up to <b>Seven (7)</b> working days before the tender closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.
5.2	The employer shall issue addenda until <b>Seven (7)</b> working days before tender closing time.
5.3	Tenders will be opened immediately after the closing time for tenders at <b>11:00am hours</b> .
5.4	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

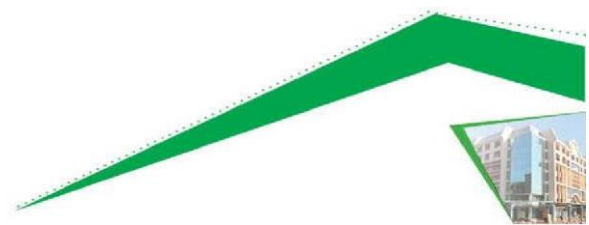


5.5	<p>Determine, after opening and before detailed evaluation, whether each tender offer that was properly received</p> <p>a) complies with the requirements of the standard conditions of tender in this part of SANS 10845,  b) has been properly and fully completed and signed, and  c) is responsive to the other requirements of the tender documents.</p> <p>A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would</p> <p>d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work,  e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or  f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</p> <p>Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>												
5.6	<p><b>Arithmetical errors, omission and discrepancies</b></p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p>												
5.7	<p>For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.</p>												
5.7.1	<p>The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.</p> <p><b>Table F.1: Formulae for calculating the value of A</b></p> <table border="1" data-bbox="518 1086 1449 1339"> <thead> <tr> <th>Formula</th> <th>Comparison aimed at achieving</th> <th>Option 1<sup>a</sup></th> <th>Option 2<sup>a</sup></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Highest price or discount</td> <td><math>A = \left(1 + \frac{(P - P_m)}{P_m}\right)</math></td> <td><math>A = P/P_m</math></td> </tr> <tr> <td>2</td> <td>Lowest price or percentage commission / fee</td> <td><math>A = \left(1 - \frac{(P - P_m)}{P_m}\right)</math></td> <td><math>A = P_m/P</math></td> </tr> </tbody> </table> <p><sup>a</sup> <math>P_m</math> is the comparative offer of the most favourable comparative offer.  <math>P</math> is the comparative offer of the tender offer under consideration.</p>	Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>	1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m}\right)$	$A = P/P_m$	2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m}\right)$	$A = P_m/P$
Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>										
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m}\right)$	$A = P/P_m$										
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m}\right)$	$A = P_m/P$										
5.7.2	<p>The procedure for the evaluation of responsive tenders is <b>Method 3: Responsiveness &amp; Administrative Compliance, Functionality, Price and Preference</b></p> <p>Phase 1: Administrative requirements and Mandatory requirements (Responsiveness to the Bid requirements and rules).  Phase 2: Functionality eligibility of bidder to meet minimum requirements  Phase 3: Price and preference (80/20 system).</p>												
	<p><b><u>PHASE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES</u></b></p> <p><b>Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:</b></p> <ol style="list-style-type: none"> <li>1. Bid Document (This Document must be submitted in its original format)</li> <li>2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.</li> <li>3. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. And must the status on CIDB be active during award stage. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage).</li> <li>4. Bidders must be a legal entity or partnership or consortia.</li> <li>5. Form of offer and Acceptance (fully completed and signed)</li> </ol>												

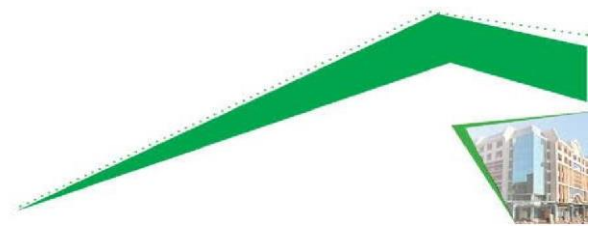


	<ol style="list-style-type: none"> <li>6. SBD 4 – Declaration of Interest (fully completed and signed) <b>SBD 4 must be duly completed and signed. In the event that the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract, such interest must be disclosed on question 2.3.1.</b></li> <li>7. Incomplete or unsigned or poorly completed forms <b>SBD 4 will lead to a bidder being declared non-responsive.</b></li> <li>8. Compulsory Enterprise Questionnaire (Completed and signed)</li> <li>9. If the offer is “Vat Inclusive”, the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 21 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s).</li> <li>10. If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern.</li> <li>11. Resolution to Sign (must be completed, if applicable).</li> <li>12. Declaration of Employees of the State or other State Institutions.</li> <li>13. Only one offer per bidder is allowed and alternative offers will not be considered. If more than one offer is received, none of the offers will be considered.</li> <li>14. Attendance of non-compulsory briefing meeting (if applicable)</li> </ol>
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	<p><b>Other Conditions of bid (Non eliminating unless expressly mentioned in the document):</b></p> <ol style="list-style-type: none"> <li>1. The bidder must be registered on the Central Supplier Database (CSD) prior the award</li> <li>2. All bidders’ tax matters must be in order prior to award. Bidders’ tax matters will be verified through CSD. In cases where the bidder’s status is found non-compliant, the bidder will be granted 7 working days to correct the status. <b>A bidder that fails to rectify its tax matters with SARS will be declared non-responsive.</b></li> <li>3. The bidder has duly completed and signed the <b>SBD 1</b>, and <b>SBD 6.1</b>.</li> <li>4. Bidders need to complete and sign <b>SBD 6.1</b> to claim points for specific goals. <b>Failure will lead to the non-awarding of points for specific goals.</b></li> <li>6. Bidders must submit a minimum of three (3) written contactable references for projects successfully completed in the past (clearly indicating client name, contract value, contract term, and contact person, contact details). Refer to Annexure I and Annexure M. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.</li> <li>7. Bidders must submit a list of projects where he or she has submitted tender offers but tender results have not been confirmed by the client. Refer to Annexure L. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.</li> <li>8. Bidders must submit their company profiles, list of available resources, plant and machinery, and any other additional capacity with the bid. Refer to Annexures K and H. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.</li> <li>9. The bidder must also list all projects where there are pending litigations or litigations that have been concluded. The form for this is also attached after Annexure J.</li> <li>10. The Department will contract with the successful bidder by signing a formal contract.</li> <li>11. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase the commercial risk of the bid and may lead to elimination or passing over of the bidder.</li> <li>12. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.</li> <li>13. DPWI Policy applies.</li> <li>14. Protection of personal information: Consent (POPIA).</li> <li>15. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g. JBCC Edition 6.2 of 2018).</li> <li>16. Contractor must commit to support and allocate 15% to SMMEs (EME /QSEs which are at least 51% owed by Black people) within the Amatole District municipality region. The work packages to be implemented by the local SMMEs are already set or allocated in the Bills of Quantities of the project as</li> </ol>
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	<p>provisional sum that a contractor will price only Profit and Attendance for. The responsibility to sub-contract with competent and capable sub-contractor's rests with the main contractor/supplier. Once awarded; to bring harmony on site, the department reserves the right to intervene in the selection of local sub-contractors or SMMEs on site.</p>																									
	<p><b><u>PHASE TWO: FUNCTIONALITY ELIGIBILITY OF BIDDER TO MEET MINIMUM REQUIREMENTS</u></b></p> <p>Functionality will be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.</p> <table border="1" data-bbox="392 734 1410 1462"> <thead> <tr> <th>Functionality Criteria</th> <th>Sub-criteria</th> <th>Weighting</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Demonstrated experience (past performance) in comparable projects – Construction of Clinic or Hospital Buildings, Large scale building projects, etc.</td> <td>Project References</td> <td>20</td> </tr> <tr> <td>Value of Projects</td> <td>50</td> </tr> <tr> <td rowspan="3">Qualifications, competency</td> <td>Professional Construction Manager</td> <td>5</td> </tr> <tr> <td>Site Agent / Foreman</td> <td>5</td> </tr> <tr> <td>Health &amp; Safety Officer (SACPCMP Registered)</td> <td>5</td> </tr> <tr> <td rowspan="3">Experience of the key staff personal that will be available to manage the execution of the project (refer to returnable sheet T2.2.10)</td> <td>Professional Construction Manager</td> <td>5</td> </tr> <tr> <td>Site Agent / Foreman</td> <td>5</td> </tr> <tr> <td>Health &amp; Safety Officer (SACPCMP Registered)</td> <td>5</td> </tr> <tr> <td><b>TOTAL POINTS</b></td> <td></td> <td><b>MAX 100 Points</b></td> </tr> </tbody> </table> <p>Scoring criteria for functionality is detailed in Table A2: Indicators for scoring of functionality criteria.</p> <p><b>Minimum combined weighted point threshold must equal (60/100 points) for further consideration of the tender.</b></p>	Functionality Criteria	Sub-criteria	Weighting	Demonstrated experience (past performance) in comparable projects – Construction of Clinic or Hospital Buildings, Large scale building projects, etc.	Project References	20	Value of Projects	50	Qualifications, competency	Professional Construction Manager	5	Site Agent / Foreman	5	Health & Safety Officer (SACPCMP Registered)	5	Experience of the key staff personal that will be available to manage the execution of the project (refer to returnable sheet T2.2.10)	Professional Construction Manager	5	Site Agent / Foreman	5	Health & Safety Officer (SACPCMP Registered)	5	<b>TOTAL POINTS</b>		<b>MAX 100 Points</b>
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**PHASE THREE: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS / PPPFA OF 2022**

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

Criteria	Points
<b>POINTS ON PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>TOTAL</b>	<b>100</b>

Please note:

1. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead in non-awarding of points for specific goals.
2. The Department intends to award this to the highest point scorer as whole, unless circumstances justify otherwise.
3. All information will be verified through CSD.
4. SBD 6.1 is attached.

**The 80/20 preference point system for acquisition of services, works or goods equals or is less than R50 million:**

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

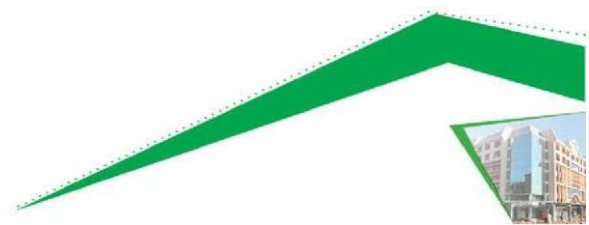
The financial offer will be scored using the following formula:

$$A = (1 - \frac{P - P_m}{P_m})$$

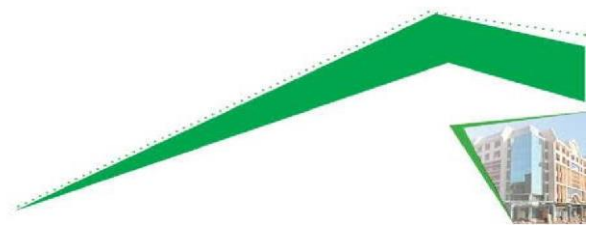
The value of value of  $W_1$  is:

- 1) **90** where the financial value inclusive of VAT of one or more responsive tender offers have a value in **excess of R 50 000 000** or
- 2) **80** where the financial value inclusive of VAT of one or more responsive tender offers have a value that **equals or is less than R 50 000 000**.

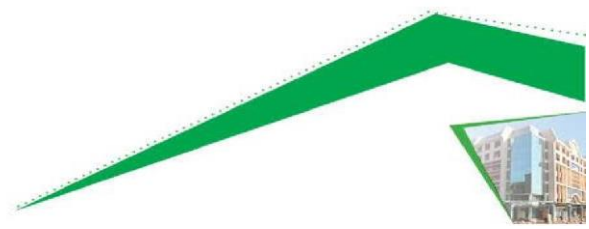
5.7.3	The procedure for the evaluation of responsive tenders is <b>Method 3</b> (Administrative, functionality, price and preference)
5.7.4	The quality criteria and maximum score in respect of each of the criteria are as follows: <b>T1.3 Table A1: Functionality Criteria Score</b>
5.7.5	Each evaluation criteria will be assessed in terms of five indicators – <b>T1.3 Table A2: Indicators for the Scoring of Functionality Criteria</b>
5.7.6	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: <b>T1.3 Table A2: Indicators for the Scoring of Functionality Criteria</b>



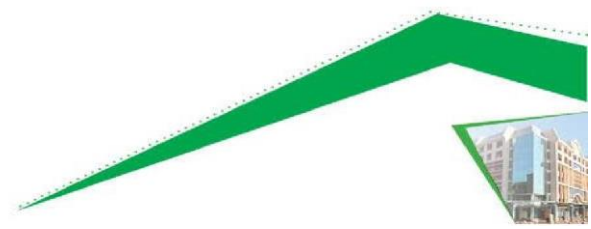
5.8	<p><b>Tender offers will only be accepted if:</b></p> <p>a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> ) unless it is a foreign supplier with no local registered entity</p> <p>b) the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin.</p> <p>c) the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to after 21 days of appointment.</p> <p>d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.</p> <p>e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.</p> <p>f) the tenderer has not:</p> <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect.</li> </ul> <p>g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</p> <p>h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.</p> <p>i) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer.</p> <p>j) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers.</p> <p>k) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>l) the tender has offered a market related offer. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process.</p> <p>m) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid.</p> <p>n) <b>NOTE:</b> The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure; the bidder will be regarded as having made no offer.</p> <p>o) The department reserves the right not to award the bid to the most favourable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favourable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.</p>
5.9	The number of paper copies of the signed contract to be provided by the employer is 1.
	<p>The additional conditions of tender are:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Wherever a brand name is specified in this document (i.e., specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.</li> </ul>
T.2.1	<b>A. List of returnable documents</b>



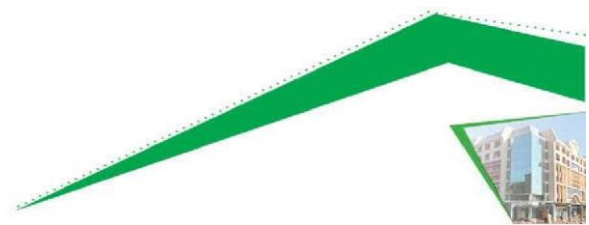
1	<p><b>Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated.</b></p> <p><input type="checkbox"/> Appropriate CIDB grading suitable for the works (as stated in 4.1).</p>
2	<p><b>Returnable Schedules required for tender evaluation purposes</b></p> <p>The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant:</p> <ul style="list-style-type: none"> <li>• Record of Addenda to Tender Documents</li> <li>• Proposed amendments and qualifications</li> <li>• Compulsory Enterprise Questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).</li> <li>• SBD 1, 4, 6.1.</li> <li>• Protection of personal content: Consent</li> <li>• Form of Offer and Acceptance</li> <li>• Complete priced Bills of Quantities, including Final Summary</li> <li>• Certificate of Authority for Joint Ventures</li> </ul>
3	<p><b>Other documents required for tender evaluation purposes</b></p> <p>The tenderer must provide the following returnable documents:</p> <ul style="list-style-type: none"> <li>• A CSD Report for a contractor with valid and correct information.</li> <li>• A letter of good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)</li> </ul>
4	<p><b>Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract</b></p> <p>The tenderer must complete the following returnable documents:</p> <p><input type="checkbox"/> A duly completed form of Offer and Acceptance (and any revision of prices if there are any).</p>
5	<p><b>Only authorized signatories may sign the original and all copies of the tender offer where required.</b></p> <ul style="list-style-type: none"> <li>• In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly Stated</li> <li>• In the case of a <b>COMPANY</b> submitting a tender, include a copy of a <b>resolution by its board of directors</b> authorizing a director or other official of the company to sign the documents on behalf of the company.</li> <li>• In the case of a <b>CLOSE CORPORATION</b> submitting a tender, include a copy of a <b>resolution by its members</b> authorizing a member or other official of the corporation to sign the documents on each member's behalf.</li> <li>• In the case of a <b>PARTNERSHIP</b> submitting a tender, <b>all the partners</b> shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case <b>proof of such authorization</b> shall be included in the Tender.</li> <li>• In the case of a <b>JOINT VENTURE/CONSORTIUM</b> submitting a tender, include a <b>resolution of each company</b> of the joint venture together with a <b>resolution by its members</b> authorizing a member of the joint venture to sign the documents on behalf of the joint venture.</li> </ul> <p><b><u>Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.</u></b></p>
6	<p><b>Information and data to be completed in all respects</b></p> <p>Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as nonresponsive.</p>



7	<p><b>Canvassing and obtaining of additional information by tenderers</b></p> <p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
8	<p><b>Prohibitions on awards to persons in service of the state</b></p> <p>The Employer is prohibited to award a tender to a person .</p> <p>a) who is in the service of the state; or</p> <p>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</p> <p>c) a person who is an advisor or consultant contracted with the Department or municipal entity.</p> <p><b>In the service of the state</b> means to be .</p> <p>a) a member of:..</p> <p style="padding-left: 40px;">a any municipal council.</p> <p style="padding-left: 40px;">b any provincial legislature; or</p> <p style="padding-left: 40px;">c the National Assembly or the National Council of Provinces;</p>
	<p>d) a member of the board of directors of any municipal entity.</p> <p>e) an official of any Department or municipal entity.</p> <p>f) an employee of any national or provincial department.</p> <p>g) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</p> <p>h) a member of the accounting authority of any national or provincial public entity; or</p> <p>i) an employee of Parliament or a provincial legislature.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
9	<p><b>Awards to close family members of persons in the service of the state</b></p> <p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child, or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including</p> <p>-</p> <p>a) the name of that person.</p> <p>b) the capacity in which that person is in the service of the state; and</p> <p>c) the amount of the award.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
10	<p><b>Respond to requests from the tenderer</b></p> <p>The employer will respond to requests for clarification up to <b>7 (seven) working days</b> before the tender closing time.</p>



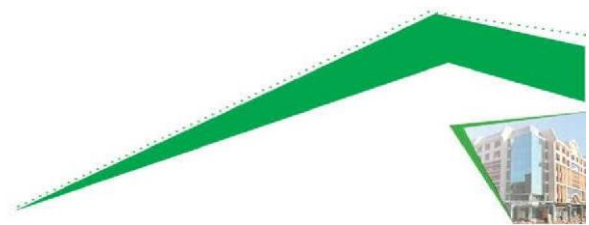
11	<p><b>Opening of tender submissions</b> Tenders will be opened immediately after the closing time for tenders</p>
12	<p><b>Scoring quality / functionality:</b> Minimum combined weighted point threshold must equal (60/100 points) for further consideration of the tender</p>
13	<p><b>Cancellation and re. invitation of tenders</b></p> <p>An organ of state may, prior to the award of the tender, cancel the tender if.</p> <ul style="list-style-type: none"> <li>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or</li> <li>(b) funds are no longer available to cover the total envisaged expenditure; or</li> <li>(c) no acceptable tenders are received.</li> <li>(d) Tender validity period has expired.</li> <li>(e) Gross irregularities in the tender processes and/or tender documents.</li> <li>(f) No market related offer received (after attempts of negotiation processes)</li> </ul> <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
14	<p>Dispute resolution mechanism will be done through the <b>Adjudication</b> route.</p>
15	<p>The department must when be acting against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14: The remedies provided for in Preferential Procurement Regulations 2022 do not prevent an institution from instituting remedies arising from any other prescripts or contract.</p>
16	<p>Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to:</p> <ul style="list-style-type: none"> <li>a) Refer the breach in contract to the <b>cidb</b> for investigation as a breach of the <b>cidb Code of Conduct</b> in terms of the <b>cidb Regulations</b>; or</li> <li>b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the cidb Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.</li> </ul>



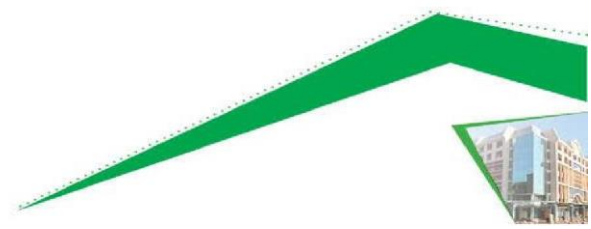
## T 1.3: FUNCTIONALITY SCORING SCHEDULES

**Table A1: FUNCTIONALITY CRITERIA SCORE**

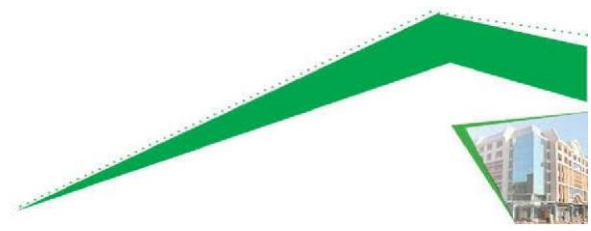
Functional Criteria	Sub-criteria		Requirements from Tenderers
	Description	Max Points	
<b>COMPANY EXPERIENCE</b>			
<p>Demonstrated experience (past performance) in comparable projects – Construction of Clinics, Hospitals or other similar Building Projects, etc (To be determined from the Reference Form K submissions).</p> <p><b>Project References - 20</b></p> <p><b>Value of Projects - 50</b></p> <p><b>Total Points – 70 Points</b></p>	<b>Project References:</b>		<p>This criterion covers the experience and knowledge that the Tenderer has with working on other construction projects that are comparable in terms of complexity, size, value and construction durations. Tenderers are to provide details on similar <b>Building Infrastructure projects</b> with the highest value that have been completed (or awarded) in the past 5 years. Tenderers MUST provide company profiles.</p> <p><b>Tenderers MUST have Project Reference Forms (Form K) from previous employers or consultants that they have worked with or are currently working with. Details of three (3) contactable references for each project listed are to be included. For a Project Reference to be valid, a minimum score of 20 points is required. Points will only be awarded for 3 valid project references.</b></p> <p><b>The value of projects will be determined from the Project Reference Forms. At least three forms must be submitted to prove sufficient experience, but the one with the highest points will be used for scoring.</b></p>
	Project Reference: No References	0 points	
	Project Reference Forms: 3 Forms with Min scoring of 20 points required. (Highest Reference Scoring to be used.)	20 points	
	<b>Value of Projects:</b>		
	No Project Reference of a single project completed in last 5 years of similar value	0 points	
	Project Reference of a single project completed in last 5 years below R2 million	10 points	
	Project Reference of a single project completed in last 5 years greater than R2 million and below R3 million	20 points	
	Project Reference of a single project completed in last 5 years greater than R3 million and below R7 million	30 points	
Project Reference of a single project completed in last 5 years greater than R7 million and below R10 million	35 points		
Project Reference of a single project completed in last 5 years greater than R10 million	45 points		
<b>PERSONNEL</b>			
<p>Qualifications, Competency and Experience of the Key staff personal that will be available to manage the</p>	Professional Construction Manger	<b>Qualifications:</b>	<p>The Tenderers are to provide information that covers the level of qualifications, competency (<b>specific to the Professional Construction Manager, Site Agent and Health &amp; Safety Officer</b>). Please provide copies of qualifications.</p>
		Construction Manager with min NQF Level 5 certificate provided for the Built Environment	
		Construction Manager with NQF Level 6 certificate provided for the Built Environment	3 points



Functional Criteria		Sub-criteria		Requirements from Tenderers
		Description	Max Points	
execution of the project. These scores will be applied to each of the required individuals.  <b>Qualifications</b> <b>Max - 15 Points</b>	Site Agent / Foreman	Construction Manager with NQF Level 7 (or above) certificate provided for the Built Environment	5 points	
		Site Agent with Short Courses in the construction sector – Certificate of Attendance.	1 point	
		Site Agent with NQF Level 5 certificate provided for the Built Environment	3 points	
	Health & Safety Officer (SACPCMP Registered)	Site Agent with NQF Level 6 (or above) certificate provided for the Built Environment	5 points	
		Health & Safety Officer not registered with SACPCMP	0 points	
		Health & Safety Officer with relevant qualifications and registered with SACPCMP	5 points	
<b>Experience</b> <b>Max – 15 Points</b>	Professional Construction Manger	<b>Experience:</b>		The Tenderers are to provide information that covers the level of experience, and the positions held of the key staff /personnel <b>(specific to the Professional Construction Manager, Site Agent and Health &amp; Safety Officer)</b> . Please provide copies of detailed CV's.
		Construction Manager with less than 5 years' experience in construction management	1 point	
		Construction Manager with more than 5 years but less than 10 years' experience in construction management	3 points	
	Site Agent / Foreman	Construction Manager with more than 10 years' experience in construction management	5 points	
		Site Agent with less than 5 years' experience on construction sites	1 point	
		Site Agent with more than 5 years but less than 10 years' experience on construction sites	3 points	
	Health & Safety Officer (SACPCMP Registered)	Site Agent with more than 10 years' experience on construction sites	5 points	
		Health & Safety Officer with less than 5 years' experience on construction sites	1 point	
		Health & Safety Officer with more than 5 years but less than 10 years' experience on construction sites	3 points	
			Health & Safety Officer with more than 10 years'	

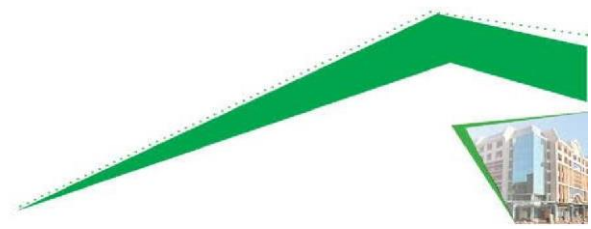


Functional Criteria	Sub-criteria		Requirements from Tenderers
	Description	Max Points	
	experience on construction sites		
<b><u>TOTAL POINTS</u></b>	<b>Minimum point threshold must equal (60/100 points) for further consideration of the tender</b>	<b><u>100 points</u></b>	



## **PART T2 RETURNABLE DOCUMENTS**

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



## T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

### 1 Returnable Schedules required for quotation evaluation purposes

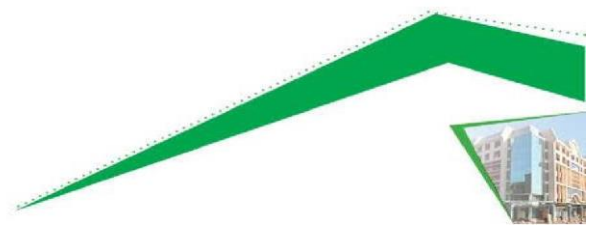
- Compulsory enterprise questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).
- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture)

### 2 Other documents required for quotation evaluation purposes

- Form of Offer and Acceptance
- Complete Priced Bills of Quantities & Final Summary

### 3 Returnable Schedules that will be incorporated into the contract

- Details of the Project Team and CV with Qualifications & Proof of Registration completed for each individual of proposed
- Schedule of Plant and Equipment
- Record of projects: current, past and on tender.
- Project References – at least 3
- SBD 1, 4, 6.1
- Protection of personal content: Consent
- Subcontract agreement (where applicable) or intent to sub-contract as per requirements.

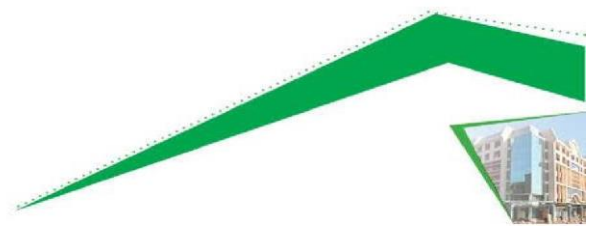


**SBD 1**

**PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS &amp; INFRASTRUCTURE</b>					
BID NUMBER:	SCMU5-24/25-0167	CLOSING DATE:	11 FEBRUARY 2025	CLOSING TIME:	11H00
DESCRIPTION	PROCUREMENT OF A COMPLETION CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE EXISTING HOSPITAL, GUARDHOUSE AND PHARMACY AT STEYNSBURG HOSPITAL				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
DEPARTMENT OF PUBLIC WORKS, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED "TENDERS", BHISHO					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	SCM		CONTACT PERSON	Mr Mawande Makala	
TELEPHONE NUMBER			TELEPHONE NUMBER	051 611 9800	
E-MAIL ADDRESS	<a href="mailto:supply.chain@ecdpw.gov.za">supply.chain@ecdpw.gov.za</a>		E-MAIL ADDRESS	Email Address: <a href="mailto:mawande.makala@ecdpw.gov.za">mawande.makala@ecdpw.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					



**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

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

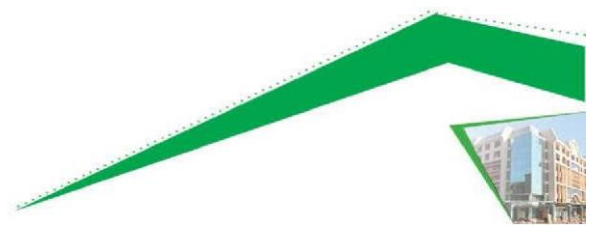
**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern

SIGNATURE OF THE BIDDER: .....

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

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



## Compulsory Enterprise Questionnaire

### A

#### Compulsory Enterprise questionnaire

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

**Section 1: Name of enterprise:** .....

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

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

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

Name*	Identity number*	Personal income tax number*

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

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

Company registration number .....

Close corporation number ..... Tax reference number .....

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

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

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

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

Signed

Date

.....

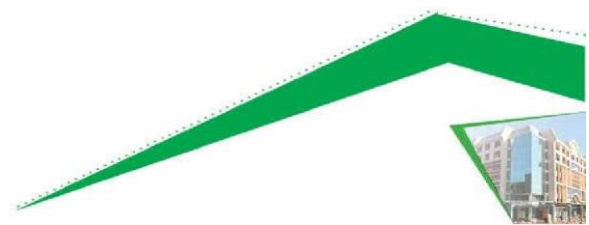
.....

Name

Position

.....

.....



**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

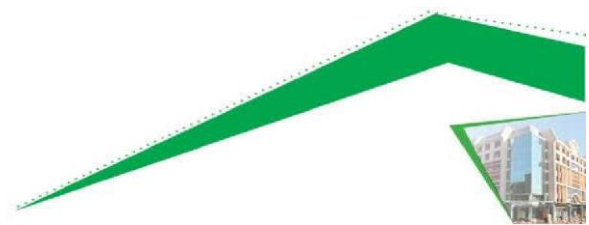
.....  
.....

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

2.3.1 If so, furnish particulars

.....  
.....

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



**3 DECLARATIONS**

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

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

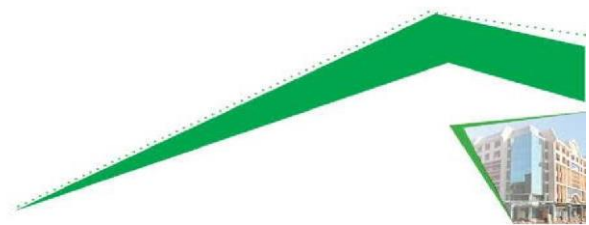
I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

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

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

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

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



**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3 Name of company/firm.....

4.4 Company registration number.....

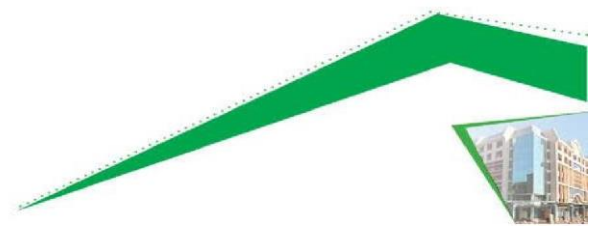
4.5 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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



- (e) forward the matter for criminal prosecution, if deemed necessary.

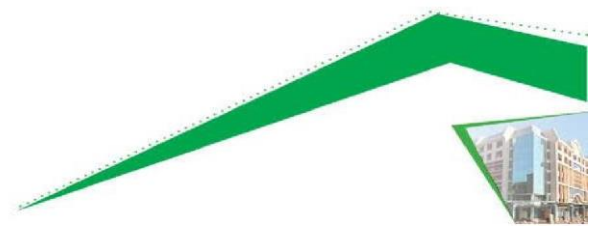
.....

**SIGNATURE(S) OF BIDDERS(S)**

**SURNAME & NAME:** .....

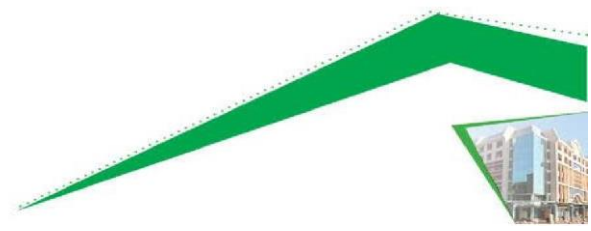
**DATE:** .....

**ADDRESS:** .....

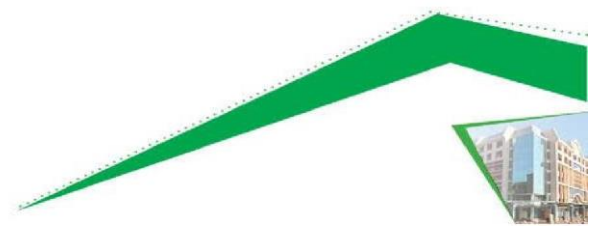


**PROOF OF REGISTRATION ON THE NATIONAL TREASURY  
CENTRAL SUPPLIER DATABASE (CSD REPORT)**

(ATTACH HERE)



**VALID CIDB CERTIFICATE OF A TENDERER**  
(ATTACH HERE)



## **PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)**

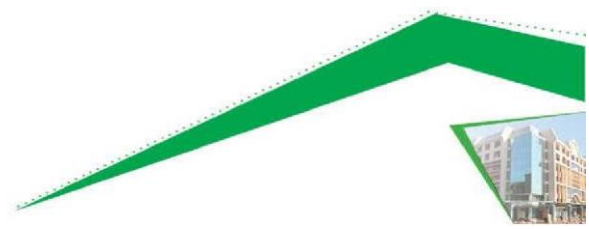
The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion. As part of its business activities, the Department of Public Works and Infrastructure obtains and requires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

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

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

## **AGREEMENT**

1. The Department of Public Works and Infrastructure and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:
  - a) They process the information only for the express purpose for which it was obtained.
  - b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
  - c) They will introduce, and implement all reasonable measures ensure the protection of all personal information from unauthorized access and/or use.
  - d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
  - e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
  - f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.



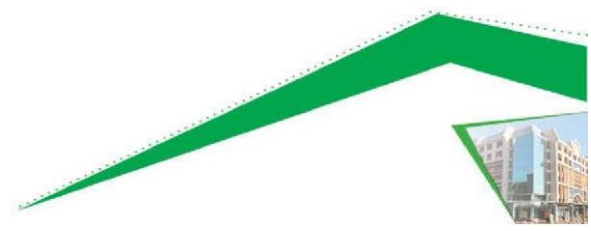
2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organization.
  
3. Bidder's Obligations
  - a) The Bidder is required to notify the Information Officer of Department of Public Works and Infrastructure, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorized access or unlawful use of any of the Department of Public Works and Infrastructure's personal information.
  - b) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.
  - c) The Bidder shall be required to provide the Department of Public Works and Infrastructure with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorized person who may have accessed or acquired the personal data.
  - d) The Bidder undertakes to cooperate with any investigation relating to security breach which is carried out by or on behalf of Department of Public Works and Infrastructure.

**On behalf of the Bidder:**

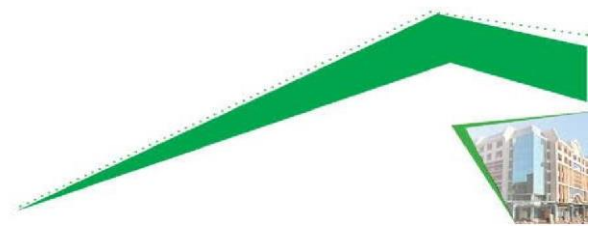
..... Signature	..... Date
..... Position	..... Name of the Bidder

**On behalf of the Client:**

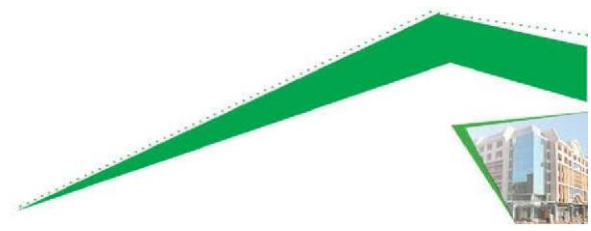
..... Signature	..... Date
..... Position	..... Name of Client Representative



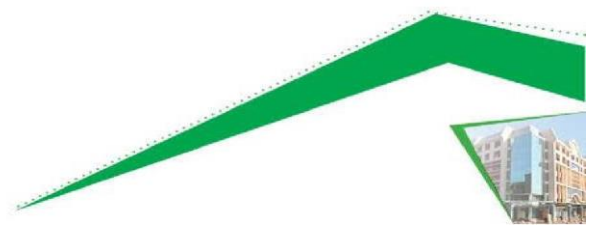
## THE CONTRACT



## **PART C1 AGREEMENTS AND CONTRACT DATA**



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



**AnnexC**  
(normative)

**FORM OF OFFER AND ACCEPTANCE**

<b>Project title</b>	<b>PROCUREMENT OF A COMPLETION CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE EXISTING HOSPITAL, GUARDHOUSE AND PHARMACY AT STEYNSBURG HOSPITAL</b>
<b>SCMU number</b>	<b>SCMU5-24/25-0167</b>

**OFFER**

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

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

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

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

..... Rand (in words);  
R .....(in figures) (or  
other suitable wording)

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

Signature

.....  
Name

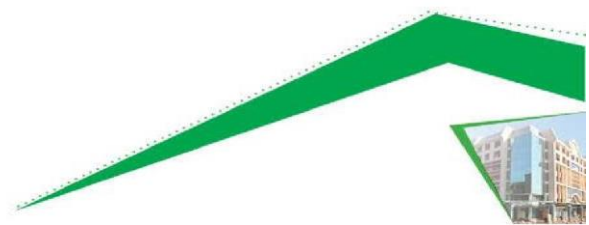
.....  
Capacity

..... **for**  
**the tenderer**

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

Name and signature

of witness ..... Date.....



**ACCEPTANCE**

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

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

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

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

Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature .....

Name .....

Capacity .....

**for the Employer** .....

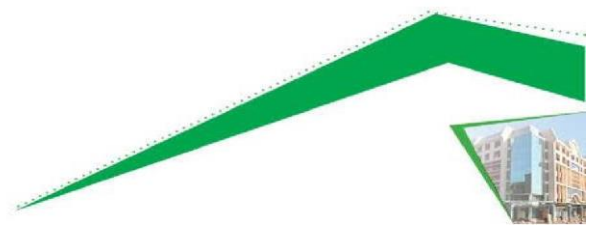
(Name and address of organization) .....

Name and signature of witness .....Date .....

**Schedule of Deviations**

1 Subject \_\_\_\_\_  
Details \_\_\_\_\_

2 Subject \_\_\_\_\_  
Details \_\_\_\_\_



3 Subject \_\_\_\_\_  
 Details \_\_\_\_\_

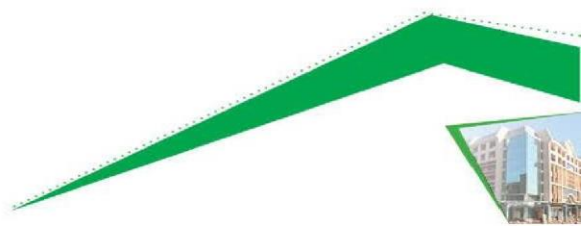
4 Subject \_\_\_\_\_  
 Details \_\_\_\_\_

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

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

<sup>1</sup>As an alternative, the following wording may be used:

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



**A**

**RECORD OF ADDENDA TO BID DOCUMENTS**

<b>PROJECT TITLE</b>	<b>PROCUREMENT OF A COMPLETION CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE EXISTING HOSPITAL, GUARDHOUSE AND PHARMACY AT STEYNSBURG HOSPITAL</b>		
<b>SCMU NUMBER</b>	<b>SCMU5-24/25-0167</b>		
I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
<b>Item</b>	<b>Date</b>	<b>Title or Details</b>	<b>No. of Pages</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed

Date

\_\_\_\_\_

\_\_\_\_\_

Name

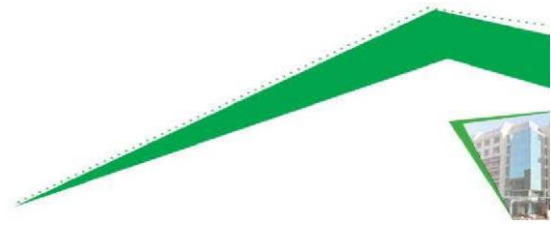
Position

\_\_\_\_\_

\_\_\_\_\_

Tenderer

\_\_\_\_\_



**B**

**PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

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

<b>PROJECT TITLE</b>	<b>PROCUREMENT OF A COMPLETION CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE EXISTING HOSPITAL, GUARDHOUSE AND PHARMACY AT STEYNSBURG HOSPITAL</b>
<b>SCMU NUMBER</b>	<b>SCMU5-24/25-0167</b>

Page	Clause /Item	Proposal

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

Signed

Date

-----

-----

Name

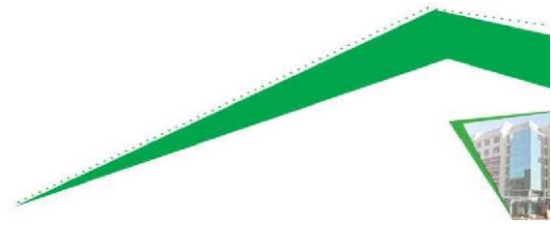
Position

-----

-----

*Enterprise name*

-----



**C**

**RESOLUTION FOR SIGNATORY**

**CERTIFICATE OF AUTHORITY FOR SIGNATORY**

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

An example is given below:

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

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

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

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

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

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

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

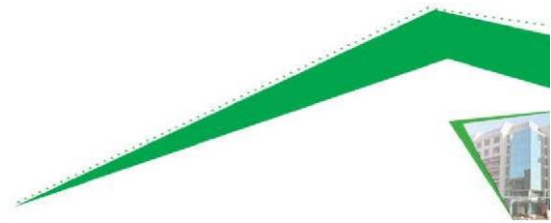
DATE: \_\_\_\_\_

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

**WITNESSES:**

<b>DIRECTOR (NAMES)</b>		<b>SIGNATURE</b>	
<b>DIRECTOR (NAMES)</b>		<b>SIGNATURE</b>	
<b>DIRECTOR (NAMES)</b>		<b>SIGNATURE</b>	
<b>DIRECTOR (NAMES)</b>		<b>SIGNATURE</b>	
<b>DIRECTOR (NAMES)</b>		<b>SIGNATURE</b>	
<b>DIRECTOR (NAMES)</b>		<b>SIGNATURE</b>	

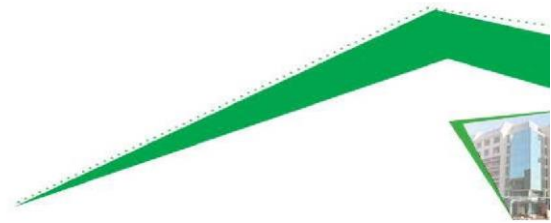
If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):



**D**

**CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This Returnable Schedule is to be completed by joint ventures.		
We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms . . . . . ....., authorized signatory of the company . . . . . ....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.		
<b>PROJECT TITLE</b>	<b>PROCUREMENT OF A COMPLETION CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE EXISTING HOSPITAL, GUARDHOUSE AND PHARMACY AT STEYNSBURG HOSPITAL</b>	
<b>SCMU NUMBER</b>	<b>SCMU5-24/25-0167</b>	
<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>DULY AUTHORISED SIGNATORY</b>
Lead partner: .....		Signature. . . . .  Name ..... Designation.....
.....		Signature. . . . .  Name ..... Designation.....
.....		Signature. . . . .  Name ..... Designation.....
.....		Signature. . . . .  Name ..... Designation.....

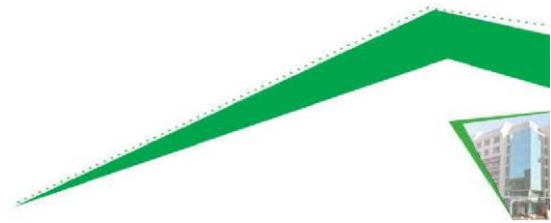


**E**

**SCHEDULE OF PROPOSED SUBCONTRACTORS**

<b>PROJECT TITLE</b>	<b>PROCUREMENT OF A COMPLETION CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE EXISTING HOSPITAL, GUARDHOUSE AND PHARMACY AT STEYNSBURG HOSPITAL</b>
<b>SCMU NUMBER</b>	<b>SCMU5-24/25-0167</b>
<p>We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below.</p> <p>If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.</p> <p>We confirm that all subcontractors who are or to be contracted are registered on Central Supplier Database (CSD).</p>	

No.	Name and address of proposed Subcontractor	Nature and extent of work	Year completed	Value	Contact details
1					
2					



3					
4					
5					

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

Signed

Date

-----

-----

Name

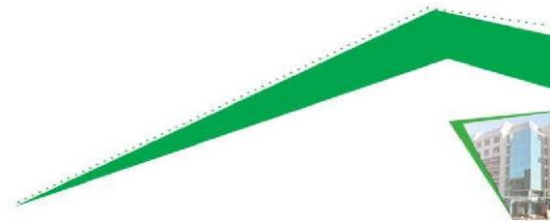
Position

-----

-----

*Enterprise name*

-----



**F**

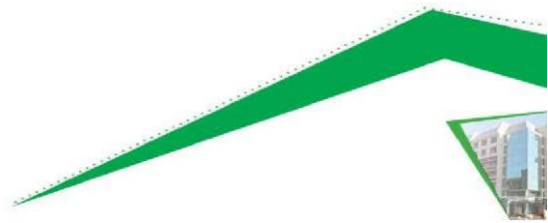
**CAPACITY OF THE BIDDER**

<b>PROJECT TITLE</b>	<b>PROCUREMENT OF A COMPLETION CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE EXISTING HOSPITAL, GUARDHOUSE AND PHARMACY AT STEYNSBURG HOSPITAL</b>
<b>SCMU NUMBER</b>	<b>SCMU5-24/25-0167</b>
<p>WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)</p> <p><i>Artisans and Employees: (Artisans and Employees to be, or are, employed for this project)</i></p>	

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

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

<b>Signed:</b>	.....	<b>Date</b>	.....
<b>Name:</b>	.....	<b>Position</b>	.....
<b>Enterprise Name:</b> .....			



**G**

**RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS**

Tenderers must submit a max one-page description of at least three projects successfully completed.

**Attach a Completion Certificate for each of the project provided.**

The description of each project must include the following information:

1. Essential introductory information:
  - 1.1. Name of project.
  - 1.2. Name of client.
  - 1.3. Contact details of client.
  - 1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
  - 1.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer’s team members were contracted.
  - 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	DATE COMPLETED
1					
2					
3					

*If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).*

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

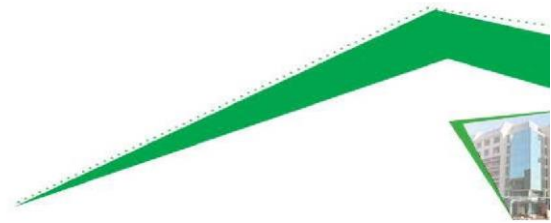
Signed.....

Date.....

Name.....

Position.....

Enterprise name.....



**H**

**RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS**

Tenderers must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist). **Attach an Appointment letter for each of the project provided.**

The description of each project must include the following information:

2. Essential introductory information:
  - 2.1. Name of project.
  - 2.2. Name of client.
  - 2.3. Contact details of client.
  - 2.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
  - 2.5. The period during which the project was performed, and if this is different, the period during which the tenderer’s team members were contracted.
  - 2.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.		NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1						
2						
3						

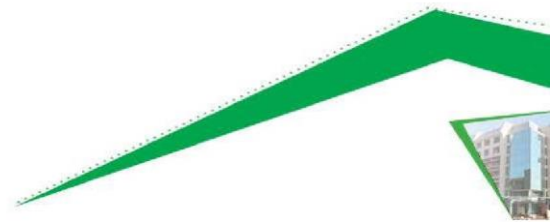
***Attach a separate page to address this issue (the above table is just for reference purposes).***

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

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

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

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



!

**OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING  
(if they exist)**

*(Any other client's tender must also be included)*

BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE TENDERED IN RANDS	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1					
2					
3					
4					

Signed

Date

.....

Name

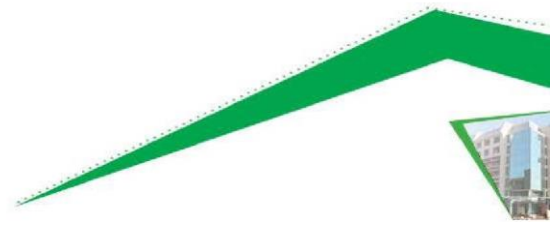
Position

.....

*Enterprise name*

.....

***If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).***



**J**

**SCHEDULE OF TENDERER'S LITIGATION HISTORY**

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					
4					

Signed

Date

.....

.....

Name

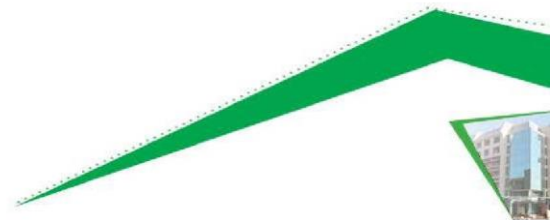
Position

.....

.....

*Enterprise name*

.....



**K**

**Project Reference Forms – 1**

<b>Project title:</b>	<b>PROCUREMENT OF A COMPLETION CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE EXISTING HOSPITAL, GUARDHOUSE AND PHARMACY AT STEYNSBURG HOSPITAL</b>
<b>Project Number:</b>	<b>SCMU5-24/25-0167</b>

**NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.**

I, \_\_\_\_\_ (name and surname) of \_\_\_\_\_ (company name) declare that I was the Project Manager on the following building construction project successfully executed by \_\_\_\_\_ (name of tenderer):  
 Project name: \_\_\_\_\_  
 Project location: \_\_\_\_\_  
 Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_  
 Contract value: \_\_\_\_\_

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

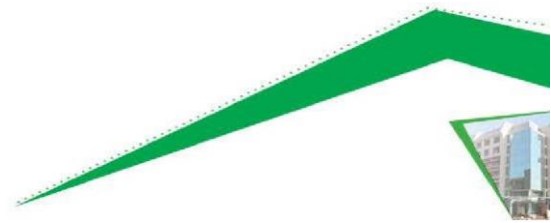
<b>Key Performance Indicators</b>	<b>Very Poor 1</b>	<b>Poor 2</b>	<b>Fair 3</b>	<b>Good 4</b>	<b>Excellent 5</b>	<b>Total</b>
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
<b>TOTAL (A minimum score of 20 points to be considered as a valid Project Reference)</b>						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

\_\_\_\_\_



D. Contact Details:

Cell phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
 Signature of principal agent

**COMPANY STAMP**

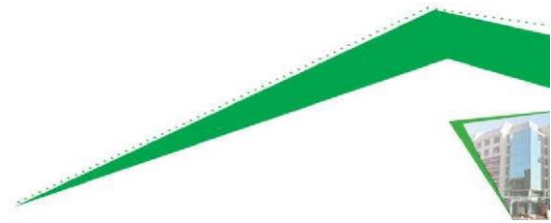
**NOTE:**

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

\_\_\_\_\_  
 Name of Tenderer

\_\_\_\_\_  
 Signature of Tenderer

\_\_\_\_\_  
 Date



**K**

**Project Reference Forms - 2**

<b>Project title:</b>	<b>PROCUREMENT OF A COMPLETION CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE EXISTING HOSPITAL, GUARDHOUSE AND PHARMACY AT STEYNSBURG HOSPITAL</b>
<b>Project Number:</b>	<b>SCMU5-24/25-0167</b>

**NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.**

I, \_\_\_\_\_ (name and surname) of  
\_\_\_\_\_ (company name)

declare that I was the Project Manager on the following building construction project successfully executed by \_\_\_\_\_ (name of tenderer): Project name:

Project location: \_\_\_\_\_  
Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_  
Contract value: \_\_\_\_\_

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

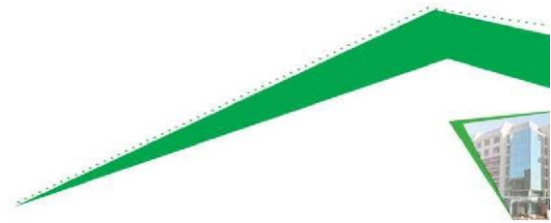
<b>Key Performance Indicators</b>	<b>Very Poor 1</b>	<b>Poor 2</b>	<b>Fair 3</b>	<b>Good 4</b>	<b>Excellent 5</b>	<b>Total</b>
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc.						
<b>TOTAL (A minimum score of 20 points to be considered as a valid Project Reference)</b>						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

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



D. Contact Details :

Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
 Signature of principal agent

**COMPANY STAMP**

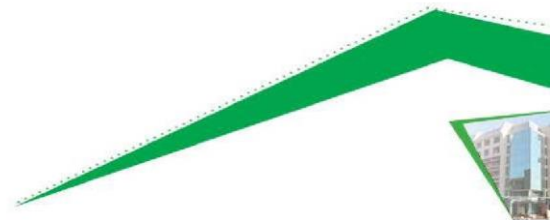
**NOTE:**

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

\_\_\_\_\_  
 Name of Tenderer

\_\_\_\_\_  
 Signature of Tenderer

\_\_\_\_\_  
 Date



**K**

**Project Reference Forms - 3**

<b>Project title:</b>	<b>PROCUREMENT OF A COMPLETION CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE EXISTING HOSPITAL, GUARDHOUSE AND PHARMACY AT STEYNSBURG HOSPITAL</b>
<b>Project Number:</b>	<b>SCMU5-24/25-0167</b>

**NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.**

I, \_\_\_\_\_ (name and surname) of \_\_\_\_\_ (company name)

declare that I was the Project Manager on the following building construction project successfully executed by \_\_\_\_\_ (name of tenderer): Project name:

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

<b>Key Performance Indicators</b>	<b>Very Poor 1</b>	<b>Poor 2</b>	<b>Fair 3</b>	<b>Good 4</b>	<b>Excellent 5</b>	<b>Total</b>
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc.						
<b>TOTAL (A minimum score of 20 points to be considered as a valid Project Reference)</b>						

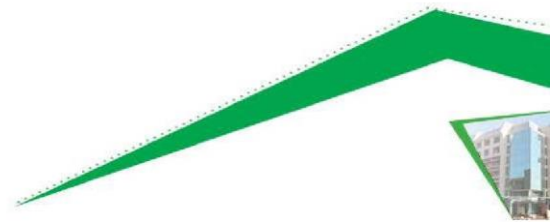
B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

\_\_\_\_\_

\_\_\_\_\_



D. Contact Details:

Cell phone: \_\_\_\_\_

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

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

Thus, signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
 Signature of principal agent

**COMPANY STAMP**

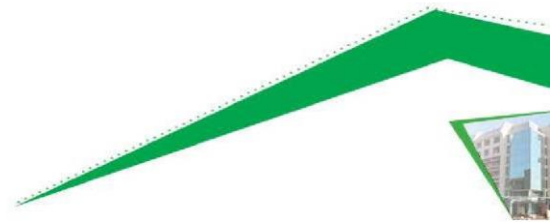
**NOTE:**

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

\_\_\_\_\_  
 Name of Tenderer

\_\_\_\_\_  
 Signature of Tenderer

\_\_\_\_\_  
 Date



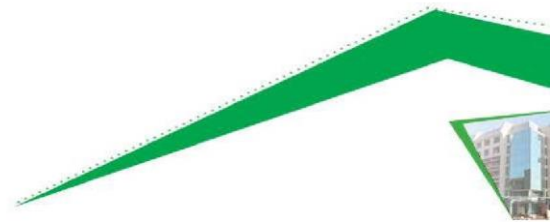
**L**

**BASELINE RISK ASSESSMENT**

<b>PROJECT TITLE</b>	<b>PROCUREMENT OF A COMPLETION CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE EXISTING HOSPITAL, GUARDHOUSE AND PHARMACY AT STEYNSBURG HOSPITAL</b>
<b>SCMU NUMBER</b>	<b>SCMU5-24/25-0167</b>
<i>PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE</i>	

<b>Activity</b>	<b>Risk to Safety</b>	<b>Risk to Health</b>	<b>Risk to Environmental</b>	<b>Risk to Public Safety</b>	<b>Control Measures</b>
Brickwork	Physical injury, Fatality				PPE, Use of Scaffolding
Roofing	Physical injury, Fatality				PPE, Use of Scaffolding
Plastering	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Dust inhalation	Use of PPE, guarding off site on work areas
Paintwork	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Air pollution	Use of PPE, guarding off site on work areas
Construction activities / demolition	Temporary deafness	Permanent deafness	Noise pollution	Noise pollution	Guarding / barricading of site
Moving machines	Driven over by machines	Injury to workers	Fuel spillage	Driven over by machines	Signage and slow driving

*You can list all activities on a separate page to address this issue (the above table is just for reference purposes).*



**M**

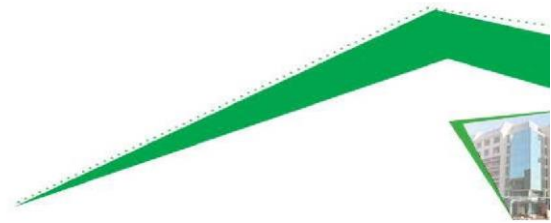
**EASTERN CAPE INFRASTRUCTURE INPUT MATERIAL**

<b>PROJECT NAME</b>	<b>STEYNSBURG HOSPITAL</b>
<b>PROJECT DESCRIPTION (SCOPE)</b>	<b>PROCUREMENT OF A COMPLETION CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE EXISTING HOSPITAL, GUARDHOUSE AND PHARMACY AT STEYNSBURG HOSPITAL</b>
<b>SCMU NUMBER</b>	<b>SCMU5-24/25-0167</b>
<b>CONTRACTOR NAME:</b>	

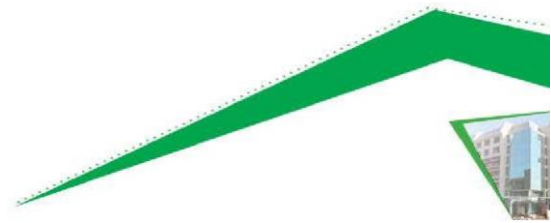
1. Below is the list of building material which must be sourced from Eastern Cape based suppliers, manufacturers or accredited agents.
2. On monthly basis, the contractor will report the purchasing of any of this material.
3. The report will then be communicated to PT & OTP on quarterly basis or in whichever intervals, as prescribed by PT & OTP.

**A. BUILDING MATERIAL LISTS- BUILDING RELATED STRUCTURES (NEW, REFURBISHMENTS & RENOVATIONS)**

<b>ITEM</b>	<b>BUILDING MATERIAL (TYPE)</b>	<b>ESTIMATE AMOUNT (Rands)</b>
<b>1</b>	<b>Foundations:</b>	
1.1	Concrete	
1.2	Reinforcement	
1.3	Brickwork	
<b>2</b>	<b>Superstructure:</b>	
2.1	Brickwork	
2.2	Brickwork Sundries	
2.3	Lintels (precast concrete)	
2.4	Roof Structure (Steel Structures)	



2.5	Roof Covering (Steel)	
2.6	Rainwater Goods	
2.7	Doors (Timber)	
2.8	Doors Frames (Steel)	
2.9	Aluminium windows	
2.10	Aluminium doors	
<b>3</b>	<b>Internal Finishes:</b>	
3.1	Floor Finishes (Tiling and screeds)	
3.2	Tile Skirting's	
3.3	Floor finishes and skirting's (Vinyl and screeds)	
3.4	Internal Plaster	
3.5	Internal Wall Finishes	
3.6	Ceilings	
3.7	Ceiling Finishes (Painting)	
3.8	Cornices	
3.9	Waterproofing products	
<b>4</b>	<b>External Finishes:</b>	
4.1	Bricks (all kinds)	
4.2	External Plaster	



4.3	External Wall Finishes (Painting)	
<b>5</b>	<b>Fittings and Furniture:</b>	
5.1	Ironmongery	
5.2	Sanitaryware	
5.3	Stainless Steel Fittings	
5.4	Blinds	
<b>6</b>	<b>Services:</b>	
6.1	Plumbing Pipes	
6.2	Plumbing Fittings	
<b>7</b>	<b>External Works:</b>	
7.1	Paving	
7.2	Fencing	
7.3	Water pipes	
7.4	Sewer pipes	
	<b>TOTAL</b>	

**B. CONFIRMATION**

- I..... ( **Contractor name** )  
acknowledge and confirm the above-mentioned material will be sourced in the Eastern Cape Province, from Eastern Cape based material suppliers and manufacturers.
- I confirm that on monthly basis I will produce a proof of purchase of this material used or to be used, either in the form of delivery notes, tax invoices or any formal document which verifies that the material or goods were sourced from an Eastern Cape based supplier or manufacturer.

-----

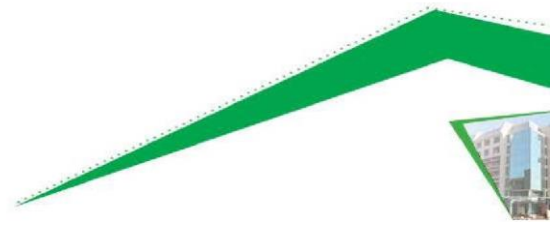
**Representative of the Contractor (Name)**

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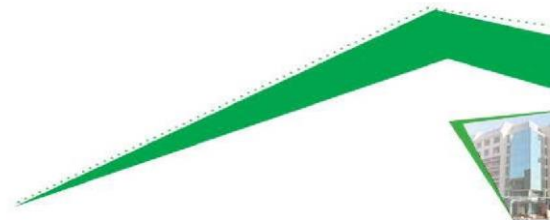
**Signature**

-----

**Date**



## PART C1.2: CONTRACT DATA



**The Joint Building Contracts Committee® - NPC**  
**CONTRACT DATA**  
For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES  
**Principal Building Agreement**  
**Edition 6.2 - May 2018**

**A PROJECT INFORMATION**

**A1.0 Works [1.1]**

Project name	<b>PROCUREMENT OF A COMPLETION CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE EXISTING HOSPITAL, GUARDHOUSE AND PHARMACY AT STEYNSBURG HOSPITAL</b>
Reference number	<b>SCMU5-24/25-0167</b>
Works description	Refer to document C3 – Scope of Work

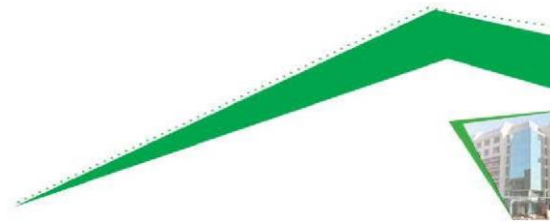
**A2.0 Site [1.1]**

Erf / stand number	Refer to document C4 – Site Information
Township / Suburb	Steynsburg in the Eastern Cape Province
Site address	Refer to document C4 – Site Information
Local authority	Walter Sisulu Local Municipality, in the Joe Gqabi District Municipality

**A3.0 Employer [1.1]**

Official Name of Organ of State / Public Sector Body	Eastern Cape Department of Public Works and Infrastructure		
Business registration number	N/A		
VAT/GST number	N/A		
Country	South Africa		
Employer's representative: Name	Mr. Mawande Makala		
E-mail	<a href="mailto:mawande.makala@ecdpw.gov.za">mawande.makala@ecdpw.gov.za</a>		
Mobile number	073 970 8976	Telephone number	051 611 9800
Postal address	Themba Kojana office Park, N6 Road, Aliwal North	Postal Code	5605
Physical address	Themba Kojana office Park, N6 Road, Aliwal North	Postal Code	5605

**A4.0 Principal Agent [1.1]**



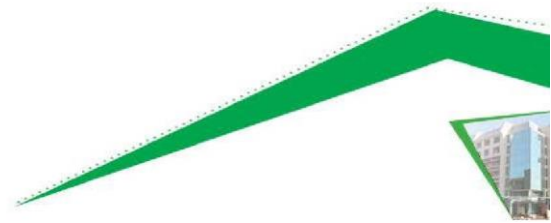
Name	Department of Public works and infrastructure		
Legal entity of above		Contact person	Mr. Mawande Makala
Practice number		Telephone number	051 611 9800
		Mobile number	073 970 9876
Country	South Africa	E-mail	Mawande.makala@ecdpw.gov.za
Postal address	Themba Kojana office Park, N6 Road, Aliwal North	Postal Code	9750
Physical address	Themba Kojana office Park, N6 Road, Aliwal North	Postal Code	9750

#### A5.0 Agent [1.1]

Discipline	Architect		
Name	Department of Public works and infrastructure		
Legal entity of above		Contact person	Mr Hagen Wagner
Practice number		Telephone number	040 602 4014
		Mobile number	082 708 6783
Country	South Africa	E-mail	<a href="mailto:Hagen.wagner@ecdpw.gov.za">Hagen.wagner@ecdpw.gov.za</a>
Postal address	Qhasana Building, Independence Avenue, Bhisho	Postal Code	5605
Physical address	Qhasana Building, Independence Avenue, Bhisho	Postal Code	5605

#### A6.0 Agent [1.1]

Discipline	Quantity Surveyor		
Name	Department of Public works and infrastructure		
Legal entity of above		Contact person	Mr Mawande Makala
Practice number		Telephone number	051 611 9800
		Mobile number	076 228 1907
Country	South Africa	E-mail	<a href="mailto:Mawande.makala@ecdpw.gov.za">Mawande.makala@ecdpw.gov.za</a>
Postal address	Themba Kojana office Park, N6 Road, Aliwal North	Postal Code	9750
Physical address	Themba Kojana office Park, N6 Road, Aliwal North	Postal Code	9750



**A7.0 Agent [1.1]**

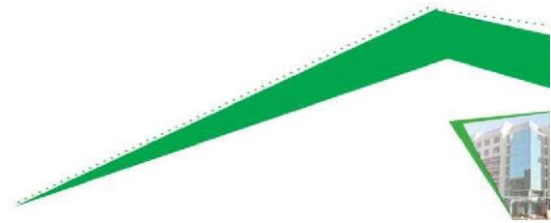
Discipline	Civil / Structural Engineers		
Name	Department of Public works and infrastructure		
Legal entity of above		Contact person	Lutho Mahlangeni
Practice number		Telephone number	051 611 9800
		Mobile number	066 383 2985
Country	South Africa	E-mail	<a href="mailto:Lutho.mahlangeni@ecdpc.gov.za">Lutho.mahlangeni@ecdpc.gov.za</a>
Postal address	Themba Kojana office Park, N6 Road, Aliwal North	Postal Code	9750
Physical address	Themba Kojana office Park, N6 Road, Aliwal North	Postal Code	9750

**A8.0 Agent [1.1]**

Discipline	Electrical Engineers		
Name	Department of Public works and infrastructure		
Legal entity of above		Contact person	Thando Mpondo
Practice number		Telephone number	051 611 9800
		Mobile number	081 090 1983
Country	South Africa	E-mail	<a href="mailto:Thando.mpondo@ecdpc.gov.za">Thando.mpondo@ecdpc.gov.za</a>
Postal address	Themba Kojana office Park, N6 Road, Aliwal North	Postal Code	9750
Physical address	Themba Kojana office Park, N6 Road, Aliwal North	Postal Code	9750

**A9.0 Agent [1.1]**

Discipline	Mechanical Engineer		
Name	Department of Public works and infrastructure		
Legal entity of above		Contact person	Vuyolwethu Mhlana
Practice number		Telephone number	060 831 9958
		Mobile number	060 831 9958
Country	South Africa	E-mail	<a href="mailto:Vuyolwethu.mhlana@ecdpc.gov.za">Vuyolwethu.mhlana@ecdpc.gov.za</a>
Postal address	Themba Kojana office Park, N6 Road, Aliwal North	Postal Code	9750
Physical address	Themba Kojana office Park, N6 Road, Aliwal North	Postal Code	9750



**A10.0 Agent [1.1]**

Discipline	Health & Safety Agent		
Name	Department of Public works and infrastructure		
Legal entity of above	Contact person	Afika Lungabazi	
Practice number	Telephone number	N/A	
	Mobile number	082 040 4013	
Country	South Africa	E-mail	<a href="mailto:Mawande.makala@ecdpw.gov.za">Mawande.makala@ecdpw.gov.za</a>
Postal address	Themba Kojana office Park, N6 Road, Aliwal North	Postal Code	9750
Physical address	Themba Kojana office Park, N6 Road, Aliwal North	Postal Code	9750

**B CONTRACT INFORMATION**

**B 1.0 Definitions [1.1]**

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

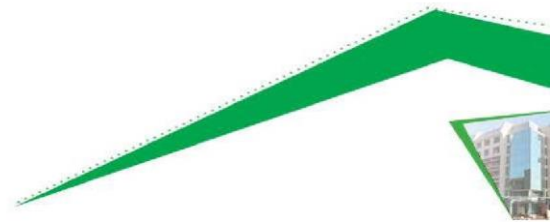
<b>Law</b> applicable to the <b>works</b> , state country [2.1]	<b>Republic of South Africa</b>
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**B 3.0 Offer and acceptance [3.0]**

Currency applicable to this <b>agreement</b> [3.2]	<b>South African Rand</b>
--	---------------------------

**B 4.0 Documents [5.0]**

The original signed <b>agreement</b> is to be held by the <b>principal agent</b> [5.2], if not, indicate by whom	<b>Employer</b>
Number of copies of <b>construction information</b> issued to the <b>contractor</b> at no cost [5.6]	<b>Three (3)</b>
Documents comprising the <b>agreement</b>	Page numbers
The <b>JBCC®</b> Principal Building Agreement, Edition 6.2 May 2018	1 to 30



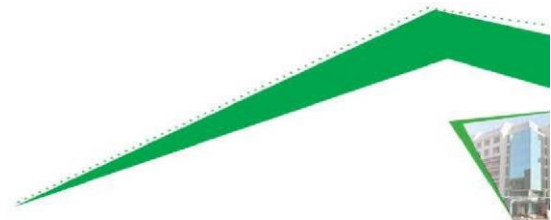
The JBCC® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 18
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30

<b>Contract drawings</b> – description	Number	Revision	Date
Architectural Tender Drawings & Schedules (As Attached with Tender)			
Civil Tender Drawings (As Attached with Tender)			
Structural Tender Drawings (As Attached with Tender)			

B 5.0 Employer’s Agents [6.0]

Authority is delegated to the following <b>agents</b> to issue <b>contract instructions</b> and perform duties for specific aspects of the <b>works</b> [6.2]
<b>Principal Agent</b>

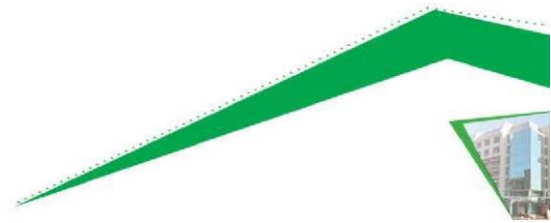




or	<b>Works with practical completion in sections [10.2] (contract sum or amount)</b>	N/A	N/A
or	<b>Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)</b>	To the minimum value of the contract sum + 10%	With a deductible not exceeding 5% of each and every claim
	<b>Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance</b>	N/A	X
	<b>Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance</b>	N/A	X
	Escalation, professional fees and reinstatement costs if not included above	N/A	X
Total of the above contract works insurance amount		To the minimum value of the contract sum + 10%	
Supplementary insurance [10.1.2; 10.2]		R60 million	With a deductible not exceeding 5% of each and every claim
Public liability insurance [10.1.3; 10.2]		R5 million	
Removal of lateral support insurance [10.1.4; 10.2]		No	
Other insurances [10.1.5]			
Yes/ No?	No	If yes, description 1	
Hi Risk Insurance [10.1.5.1]			
Yes/ No?	No	If yes, description 2	

**B 7.0 Obligations of the employer [12.1]**

<b>Existing premises will be in use and occupied [12.1.2]</b>		<b>Yes / No?</b>	<b>No</b>
If yes, description			
<b>Restriction of working hours [12.1.2]</b>		<b>Yes / No?</b>	<b>No</b>
If yes, description			
<b>Natural features and known services to be preserved by the contractor [12.1.3]</b>		<b>Yes / No?</b>	<b>No</b>
If yes, description			
<b>Restrictions to the site or areas that the contractor may not occupy [12.1.4]</b>		<b>Yes / No?</b>	<b>No</b>
If yes, description			



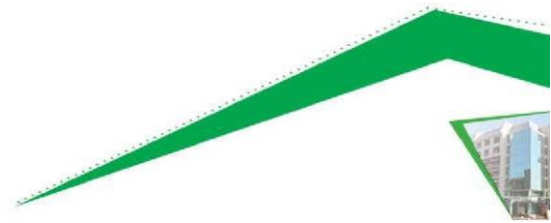
<b>Supply of free issue [12.1.10]</b>	Yes / No?	<b>No</b>
If yes, description		

**B 8.0 Nominated subcontractors [14.0]**

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

**B 9.0 Selected subcontractors [15.0]**

Yes / No?	Yes	If yes, description of specialisation
Specialisation 1		Electrical Installations
Specialisation 2		Mechanical Installations
Specialisation 3		Fire Protection
Specialization 4		Security fence
Specialization 5		Joinery Fittings
Specialisation 6		
Specialisation 7		
Specialisation 8		
Specialisation 9		

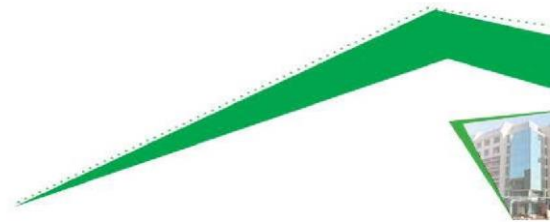


**B 10.0 Direct contractors [16.0]**

Yes / No?	No	If yes, description of extent of work
		N/A

**B 11.0 Description of sections [20.1]**

<b>Section 1</b>	N/A
<b>Section 2</b>	N/A
<b>Section 3</b>	N/A
<b>Section 4</b>	N/A
<b>Section 5</b>	N/A
<b>Section 6</b>	N/A
<b>Section 7</b>	N/A



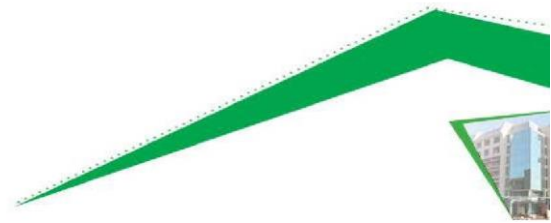
**B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]**

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
	<del> </del>	working days	Period in months	Penalty amount per calendar day (excl. tax)
	<del> </del>	<b>10 Working days</b>	<b>22 (Calendar) Project as whole</b>	<b>1.25 cents/R100 of Contract amount</b>

or where **sections** are applicable

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

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



No further Criteria

**B 13.0 Defects liability period [21.0]**

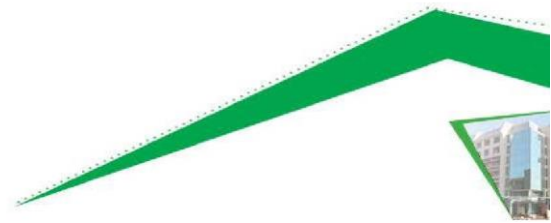
Extended defects liability period: Refer B17.0 [21.13]	<b>Yes / No?</b>	<b>Yes</b>
If yes, description of applicable elements	<b>Electrical, Mechanical and all Equipment</b>	

**B 14.0 Payment [25.0]**

Date of month for issue of regular <b>payment certificates</b> [25.2]	<b>30<sup>th</sup></b>		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	<b>Yes / No?</b>	<b>Yes</b>	<b>Base date = Tender closing date</b>
If yes, method to calculate	<b>CPAP calculated with Haylett formulae based on indices as provided by Stats SA</b>		
<b>Employer</b> shall pay the <b>contractor</b> within: [25.10]	<b>Thirty (30) calendar days</b>		

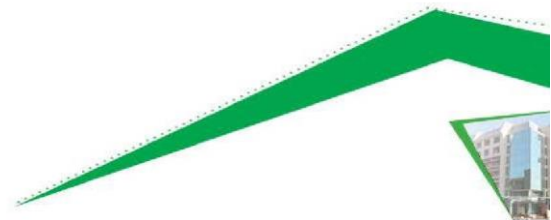
**B 15.0 Dispute resolution [30.0]**

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



**B 16.0 JBCC® General Preliminaries – selections**

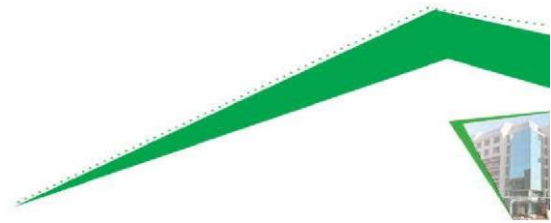
Provisional bills of quantities [B2.2]		<b>Yes / No?</b>	<b>No</b>
Availability of construction information – is the construction information complete? [B2.3]		<b>Yes / No?</b>	<b>Yes</b>
Previous work - dimensional accuracy - details of previous contract(s) [B3.1]		N/A	
Previous work - <b>defects</b> - details of previous contract(s) [B3.2]		N/A	
Inspection of adjoining properties - details [B3.3]		N/A	
Handover of <b>site</b> in stages - specific requirements [B4.1]		Refer to B11 (Contract Data)	
Enclosure of the <b>works</b> - specific requirements [B4.2]		Hoarding to working areas.	
Geotechnical and other investigations - specific requirements [B4.3]		Yes – Refer to Tender Document	
Existing premises occupied - details [B4.5]		Working Areas will not be occupied	
Services - known - specific requirements [B4.6]		No	
Water [B8.1]	By <b>contractor</b>	<b>Yes / No?</b>	<b>Yes</b>
	By <b>employer</b>	<b>Yes / No?</b>	<b>No</b>
	By <b>employer</b> – metered	<b>Yes / No?</b>	<b>No</b>
Electricity [B8.2]	By <b>contractor</b>	<b>Yes / No?</b>	<b>Yes</b>
	By <b>employer</b>	<b>Yes / No?</b>	<b>No</b>
	By <b>employer</b> – metered	<b>Yes / No?</b>	<b>No</b>
Ablution and welfare facilities [B8.3]	By <b>contractor</b>	<b>Yes / No?</b>	<b>Yes</b>
	By <b>employer</b>	<b>Yes / No?</b>	<b>No</b>
Communication facilities - specific requirements [B8.4]		No specific requirements	
Protection of the works - specific requirements [B11.1]		No specific requirements	



Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]	No specific requirements
Disturbance - specific requirements [B11.5]	No specific requirements
Environmental disturbance - specific requirements [B11.6]	No specific requirements

**B 17.0 Changes made to JBCC® documentation**

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



## Definitions

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

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

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

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

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

## 3.0 Offer and Acceptance

Amend 3.3 to read as follows:

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

## 6.0 Employer's Agents

Add the following as 6.7:

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

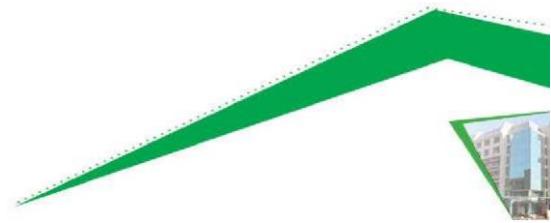
## 9.0 Indemnities

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

## 10.0 Insurances

Add the following as 10.1.5.1:

### Hi risk Insurance



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

#### 10.1.5.1.1 Damage to **the works**

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

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

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

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

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

#### 10.1.5.1.3

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

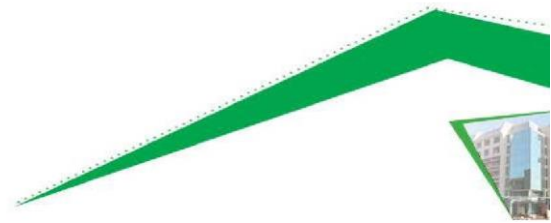
#### 10.1.5.1.4

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

### 11.0 Securities

Amend 11.10 to read as follows:

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



## 12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

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

12.2.2: Not applicable

Add the following as 12.2.22:

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

## 19.0 Practical Completion

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

## 21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

The ninety (90) **calendar days** defects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (365) **calendar days** in respect of the listed applicable elements

## 25.0 Payment

25.7.5: Not applicable

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

25.14.2: Not applicable

## 27.0 Recovery of Expense and/or Loss

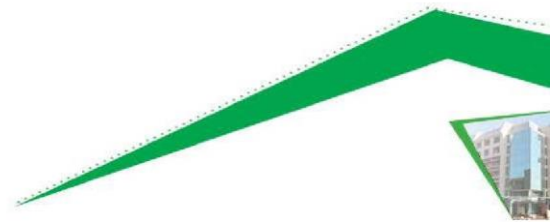
27.1.5: Not applicable

## 29.0 Termination

Add the following after 29.1.3: or where ...

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

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



## C TENDERER'S SELECTIONS

### C 1.0 Security [11.0]

<b>Guarantee for construction:</b> Select Option A or B		<b>Option:</b>	
Option A	<b>Payment reduction of 10% of the value certified in the payment certificate</b>		
Option B	<b>Fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate</b>		
<b>Guarantee for payment by employer</b> [11.5.1; 11.10]		Not Applicable	
Advance payment, subject to a <b>guarantee for advance payment</b> [11.2.2. 11.3]		Not Applicable	

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

Year 1 <b>contractor's</b> annual holiday period	start date		end date	
Year 2 <b>contractor's</b> annual holiday period	start date		end date	
Year 3 <b>contractor's</b> annual holiday period	start date		end date	

### C 3.0 Payment of preliminaries [25.0]

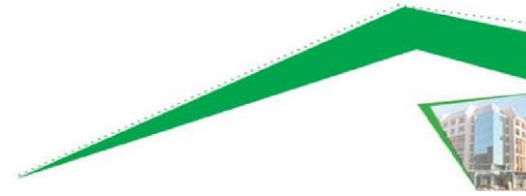
<b>Contractor's selection:</b> Select Option A or B	<b>Option:</b>	
Where the contractor does not select an option, Option A shall apply		

#### Payment methods

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

#### Lump sum contract

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



#### C 4.0 Adjustment of preliminaries [26.9.4]

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

#### Provision of particulars

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

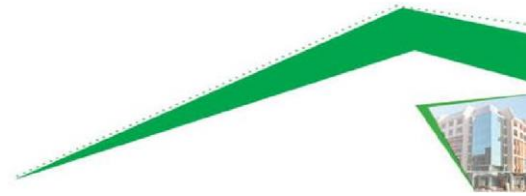
Option A	An allocation of the <b>preliminaries</b> amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) <b>working days</b> of the date of acceptance of the tender
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Option B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

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

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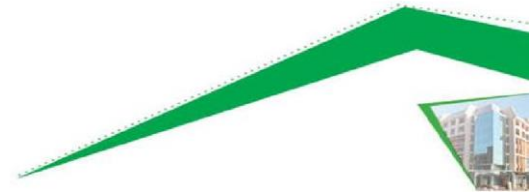
Option B	<p>The adjustment of <b>preliminaries</b> shall be based on the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar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

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

**Lump sum contract**

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



## PART C1.3: DISPUTE RESOLUTION MECHANISM



### C1.3 CIDB ADJUDICATOR'S AGREEMENT

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

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

\* Delete as necessary

**IT IS NOW AGREED** as follows:

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

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

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

Name:  
 the Adjudicator in the presence  
 of

Witness \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

Witness: \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address: \_\_\_\_\_

Witness:  
 Name:  
 Address:



SIGNED by:

\_\_\_\_\_

SIGNED by:

\_\_\_\_\_

SIGNED by:

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Date:

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Date:

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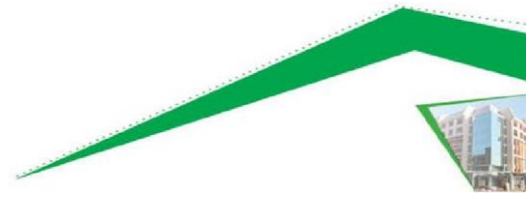
Date:

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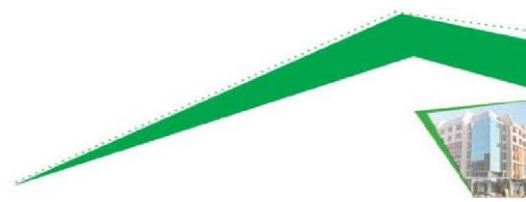
**Contract Data**

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

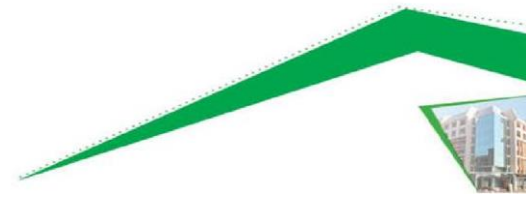
\* Delete as necessary



## PART C2 PRICING DATA

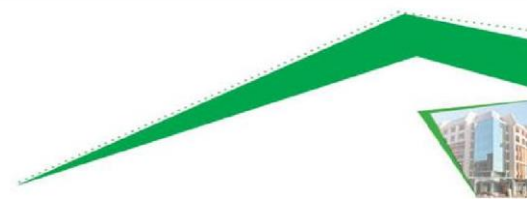


## **PART C2.1: PRICING INSTRUCTIONS**



## C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
  - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
  - b) Mechanical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Mechanical Engineering Works.
  - c) Electrical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Electrical Engineering Works.
- 2 The agreement is based on the JBCC Edition 6.2 of 2018, prepared by the Joint Building Contracts Committee, The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the [preliminaries for the use of JBCC Edition 6.2– May 2018](#). Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 The bills of quantities forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, The Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings, The document “Construction Works: Specifications: General Specification (PW371-A) Edition 2.0” is obtainable on the Department’s website (<http://www.publicworks.gov.za/> under “Consultants Guidelines”), and shall be read in conjunction with the **bills of quantities** / lump sum document and be referred to for the full descriptions of work to be done and materials to be used The document “Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0” is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document
- 8 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)



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



# **OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

## **AS PER ANNEXURE 1**



## **OHS BASELINE RISK ASSESMENTS**

### **AS PER ANNEXURE 2**



## ***EPWP REQUIREMENTS AND SPECIFICATION***



**SCOPE OF WORKS IN RESPECT OF WORK RELATING TO THE EXTENDEND  
PUBLIC WORKS PROGRAMME (EPWP)**

Project Name	<b>REPAIRS AND RENOVATIONS FOR STEYNSBURG HOSPITAL</b>	SCMU Number	<b>SCMU5-24/25-0167</b>
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**Introductory notes:**

1. The works, or parts of the works will be constructed using labour-intensive methods only in terms of this specification. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters **LI** are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
2. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

**DESCRIPTION OF THE WORKS**

**Employer's objectives**

The employer's objectives are to deliver public infrastructure using labour-intensive methods.

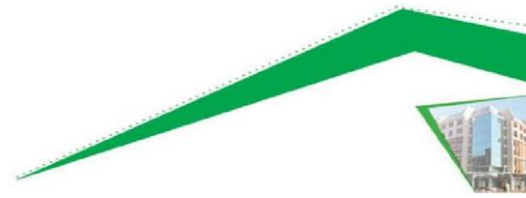
**Labour-intensive works**

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

**LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF**

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C). at NQF outlined in Table 1.

Emerging contractors shall have personally completed, or be registered on a skills programme for the NQF level 2-unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or be registered on a skills programme for the NQF level 2 unit standards or NQF level 4 unit standards. Table 1: Skills programme for supervisory and management staff.



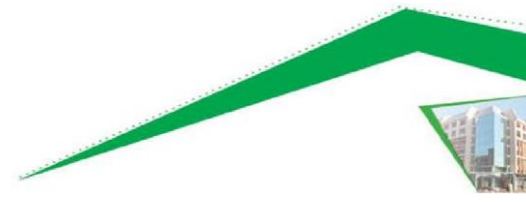
**Table 1: Skills programme for supervisory and management staff**

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and  } any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services.	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	
Personnel	NQF level	Unit standard titles	Skills programme description
Foreman/supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, and  } any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	
Site Agent /Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail :gerard@ceta.co.za , tel: 011-265 5900)			



## EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS

- 1.1 Requirements for the sourcing and engagement of labour.
- 1.1.1 Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- 1.1.2 The rate of pay set for the SPWP per task or per day will be an acceptable rate determined by the Department of Labour.
- 1.1.3 Tasks established by the contractor must be such that:
- the average worker completes 5 tasks per week in 40 hours or less; and
  - the weakest worker completes 5 tasks per week in 55 hours or less.
- 1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- 1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
- where the head of the household has less than a primary school education;
  - that have less than one full time person earning an income;
  - where subsistence-agriculture is the source of income.
  - that who are not in receipt of any social security pension income
- 1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of unskilled and semi-skilled workers is in the following proportions:
- 55 % women;
  - 55% youth who are between the ages of 18 and 35;  
and c) 2% on persons with disabilities.
- 1.2 Specific provisions pertaining to SANS 1914-5
- 1.2.1 Definitions
- Targeted labour: Unemployed persons who are employed as local labour on the project.
- 1.2.2 Contract participation goals
- 1.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- 1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.
- 1.2.3 Terms and conditions for the engagement of targeted labour
- Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- 1.2.4 Terms and conditions for the engagement of targeted labour
- Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- 1.2.5 Variations to SANS 1914-5
- 1.2.5.1 The definition for net amount shall be amended as follows:  
Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.



1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

### 1.3 Training of targeted labour

- 1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- 1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required.
- 1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
- 1.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of the above.
- 1.3.5 Proof of compliance with the above requirements must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

## GENERIC LABOUR-INTENSIVE SPECIFICATION

### 1 Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) storm water drainage
- c) low-volume roads and sidewalks

### 2 Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

### 3 Hand excavatable material

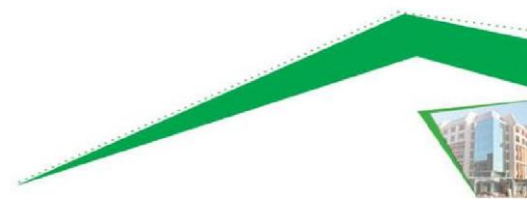
Hand excavatable material is material:

#### a) Granular materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

#### b) Cohesive materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or



- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note: 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg

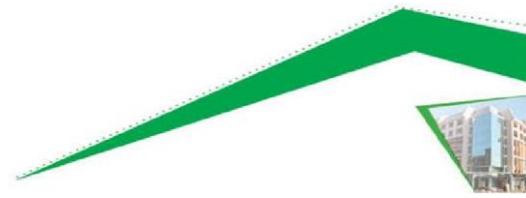
which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60 degrees with respect to the horizontal) into the material being used.

**Table 1: Consistency of materials when profiled**

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 3040 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail' with difficulty; slight indentation produced by blow of a geological pick point.

#### 4 Trench excavation

All hand excavatable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.



**5 Compaction of backfilling to trenches (areas not subject to traffic)**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

**6 Excavation**

All hand excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

**7 Clearing and grubbing**

Grass and small bushes shall be cleared by hand.

**8 Shaping**

All shaping shall be undertaken by hand.

**9 Loading**

All loading shall be done by hand, regardless of the method of haulage.

**10 Haul**

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

**11 Offloading**

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

**12 Spreading**

All material shall be spread by hand.

**13 Compaction**

Small areas may be compacted by hand provided that the specified compaction is achieved.

**14 Grassing**

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

**15 Stone pitching and rubble concrete masonry**

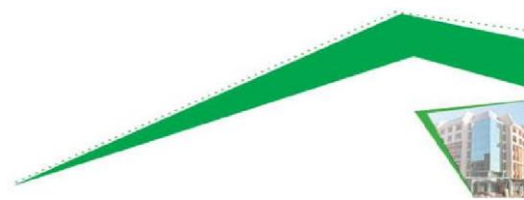
All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

**16 Manufactured Elements**

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.



## ADDITIONAL SPECIFICATION - EPWP NYS

### EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) Infrastructure Projects: NATIONAL YOUTH SERVICE (NYS)

#### S.01 SCOPE

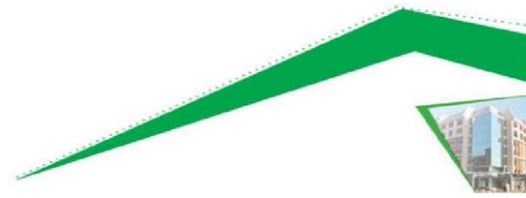
This project is part of the Expanded Public Works Programme and the National Youth Service Programme and aims to train young people and provide them with practical work experience as part of this programme. Youth aged between 18 and 35 will be recruited and trained in skills relevant to the work to be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

This specification contains the standard terms and conditions for workers employed in elementary occupations and trained on a Special Public Works Programme (SPWP) for the National Youth Services Programme. These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

#### S.02 TERMINOLOGY AND DEFINITIONS

##### SL 02.01 TERMINOLOGY

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



## SL 02.02 DEFINITIONS

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

## SL 03 APPLICABLE LABOUR LAWS

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

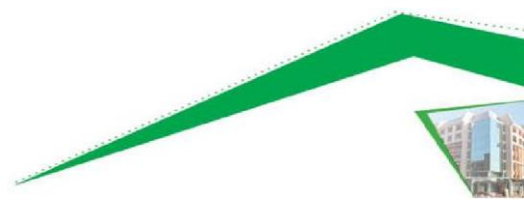
### SL 04 EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING SPWP

#### SL 04.01 DEFINITIONS

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

#### SL 04.02 TERMS OF WORK

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



#### **SL 04.03 NORMAL HOURS OF WORK**

- a) An employer may not set tasks or hours of work that require a worker to work–
  - (i) more than forty hours in any week
  - (ii) on more than five days' in any week; and
  - (iii) for more than eight hours on any day.
- b) An employer and a worker may agree that the worker will work four days per week. The worker may then work up to ten hours per day.
- c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks (based on a 40-hour week) allocated to him.

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

A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

An employer and worker may agree on longer meal breaks.

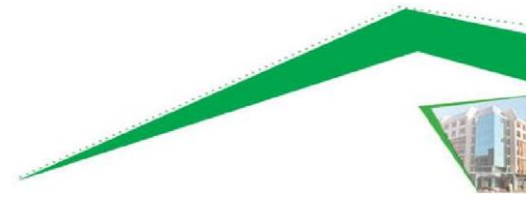
A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

#### **SL 04.04 MEAL BREAKS**

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes' duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

#### **SL 04.05 SPECIAL CONDITIONS FOR SECURITY GUARDS**

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one-hour duration or two breaks of at least 30 minutes' duration each.



**SL 04.06 DAILY REST PERIOD**

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

**SL 04.07 WEEKLY REST PERIOD**

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work (“emergency work”).

**SL 04.08 WORK ON SUNDAYS AND PUBLIC HOLIDAYS**

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.
- (c) A task-rated worker who works on a public holiday must be paid –
  - (i) the worker’s daily task rate, if the worker works for less than four hours;
  - (ii) double the worker’s daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid –
  - (i) the worker’s daily rate of pay, if the worker works for less than four hours on the public holiday;
  - (ii) double the worker’s daily rate of pay, if the worker works for more than four hours on the public holiday.

**SL 04.09 SICK LEAVE**

- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one day’s paid sick leave for every full month that the worker has worked in terms of a contract.
- (c) A worker may accumulate a maximum of twelve days’ sick leave in a year.
- (d) Accumulated sick-leave may not be transferred from one contract to another contract.



- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
  - (i) absent from work for more than two consecutive days; or
  - (ii) absent from work on more than two occasions in any eight week period.
- (i) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- (j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

#### **SL 04.10 MATERNITY LEAVE**

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave –
  - (i) four weeks before the expected date of birth; or
  - (ii) on an earlier date –
    - (1) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (2) if agreed to between employer and worker; or
    - (iii) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.



- (f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- (g) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months' employment, unless the SPWP on which she was employed has ended.

**SL 04.11 FAMILY RESPONSIBILITY LEAVE**

- (a) Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances

-

- (i) when the employee's child is born;
- (ii) when the employee's child is sick;
- (iii) in the event of the death of –
  - (1) the employee's spouse or life partner
  - (2) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

**SL 04.12 STATEMENT OF CONDITIONS**

- (a) An employer must give a worker a statement containing the following details at the start of employment –
  - the employer's name and address and the name of the (i) SPWP;
  - (ii) the tasks or job that the worker is to perform;
  - (iii) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (iv) the worker's rate of pay and how this is to be calculated;
  - (v) the training that the worker may be entitled to receive during the SPWP.
- (b) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (c) An employer must supply each worker with a copy of the relevant conditions of employment contained in this specification.
- (d) An employer must enter into a formal contract of employment with each employee. A copy of a pro-forma is attached at the end of this specification.



**SL 04.13**    **KEEPING RECORDS**

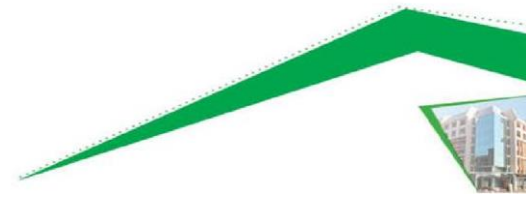
- (a) Every employer must keep a written record of at least the following –
  - (i) the worker's name and position;  
in the case of a task-rated worker, the number of tasks
  - (ii) completed by the worker;  
in the case of a time-rated worker, the time worked by the
  - (iii) worker;
- (iv) payments made to each worker.

The employer must keep this record for a period of at least three years after the completion of the SPWP.

(b)

**SL 04.14**    **PAYMENT**

- (a) A task-rated worker will only be paid for tasks that have been completed.
- (b) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (c) A time-rated worker will be paid at the end of each month and payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (d) Payment in cash or by cheque must take place –
  - (i) at the workplace or at a place agreed to by at least 75% of the workers; and
  - (ii) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (e) All payments must be enclosed in a sealed envelope which becomes the property of the worker.
- (f) An employer must give a worker the following information in writing –
  - (i) the period for which payment is made;
  - (ii) the number of tasks completed or hours worked;
  - (iii) the worker's earnings;
  - (iv) any money deducted from the payment;
  - (v) the actual amount paid to the worker.
- (g) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.



- (h) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

**SL 04.15 DEDUCTIONS**

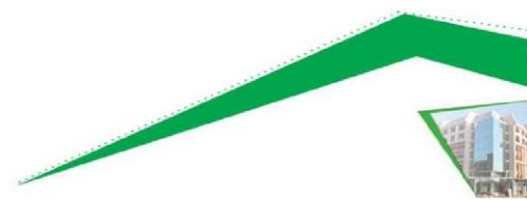
- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- (d) An employer may not require or allow a worker to –
  - (i) repay any payment except an overpayment previously made by the employer by mistake;
  - (ii) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - (iii) pay the employer or any other person for having been employed.

**SL 04.16 HEALTH AND SAFETY**

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe and that all legal requirements regarding health and safety are strictly adhered to.
- (b) A worker must:
  - (i) work in a way that does not endanger his/her health and safety or that of any other person;
  - (ii) obey any health and safety instruction;
  - (iii) obey all health and safety rules of the SPWP;
  - (iv) use any personal protective equipment or clothing issued by the employer;
  - (v) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

**SL 04.17 COMPENSATION FOR INJURIES AND DISEASES**

- (a) It is the responsibility of employers to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.



- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

**SL 04.18 TERMINATION**

- (a) The employer may terminate the employment of a worker provided he has a valid reason and after following existing termination procedures.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24month period.

**SL 04.19 CERTIFICATE OF SERVICE**

- (a) On termination of employment, a worker is entitled to a certificate stating –
  - (i) the worker's full name;
  - (ii) the name and address of the employer;
  - (iii) the SPWP on which the worker worked;
  - (iv) the work performed by the worker;
  - (v) any training received by the worker as part of the SPWP;
  - (vi) the period for which the worker worked on the SPWP;
  - (vii) any other information agreed on by the employer and worker.



## **SL 05 EMPLOYER'S RESPONSIBILITIES**

The employer shall adhere to the conditions of employment as stipulated in the *Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes*. Over and above the conditions stipulated above, he shall be responsible to:

- (a) formulate and design a contract between himself/ herself and each of the recruited youth workers, ensuring that the contract does not contravene any of the Acts stipulated in South African Law, e.g. Basic Conditions of Employment Act, etc. (A copy of a pro-forma contract is attached at the end of this specification);
- (b) screen and select suitable candidates for employment from the priority list of youth workers provided by the Umsobumvu Youth Fund (UYF);
- (c) ensure that the recruited youth workers are made available to receive basic life skills training which will be conducted and paid for by the Umsobumvu Youth Fund;
- (d) ensure that all youth workers receive instruction on safety on site prior to them commencing with work on site;
- (e) ensure that all youth workers are covered under workmen's compensation for as long as they are contracted to the contractor. Payment to the Compensation Commissioner shall be the responsibility of the contractor;
- (f) assist in the identification and assessment of potential youth workers to undergo advanced technical training in respective trades;
- (g) test and implement strict quality control and to ensure that the health and safety regulations are adhered to;
- (h) provide all youth workers with the necessary protective clothing as required by law for the specific trades that they are involved in.
- (i) provide overall supervision and day-to-day management of youth workers and/or sub-contractors; and
- (j) ensure that all youth workers are paid their wages on time through a pre-agreed payment method as stipulated in the contract with the youth worker.

## **SL 06 PLACEMENT OF RECRUITED YOUTH WORKERS**

Employers will be contractually obliged to:

- (a) employ youth workers from targeted social groups from the priority list provided by the Service Provider/ Umsobumvu Youth Fund.
- (b) facilitate on-the-job training and skills development programmes for the youth workers;
- (c) achieve the following minimum employment targets:
  - (i) 100% people between the ages of



- 18 and 35  
(ii) 60% women;
- (iii) 2% people with disabilities.
- (d) brief youth workers on the conditions of employment as specified in sub clause SL 04.09 above;
- (e) enter into a contract with each youth worker, which contract will form part of the Employment Agreement;
- (f) allow youth workers the opportunity to attend life skills training through DOL. This shall be arranged at the beginning of the contract;
- (g) ensure that payments to youth workers are made as set out in sub clauses SL 04.14 and SL 04.15 above.
- (h) set up of personal profile files as prescribed by Service Provider and as set out in sub clause SL 04.13 above.
- (i) in addition to (h) - a copy of the I.D;
- qualifications;
  - career progress;
  - EPWP Employment Agreement, and
  - list of small trade tools;
- must be included in the youth worker's personal profile file.

## **SL 07 TRAINING OF YOUTH WORKERS**

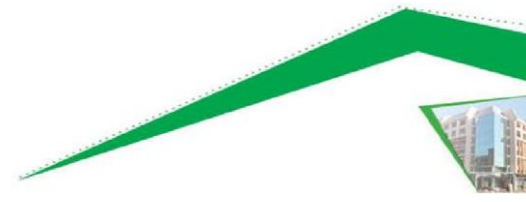
Three types of training are applicable, namely

- Life skills;
- On the job training and
- Technical Skills training.

Training will be implemented by training instructors accredited by DOL and/or CETA  
:

- Youth workers shall be employed on the projects for an average of 6 months.
- Youth workers shall be deployed on projects in the vicinity of their homes. The same arrangements as for other workers regarding accommodation, subsistence and travel shall be applicable to youth workers.

- (a) Life skills training



All youth workers are entitled to undergo life skills training. Training of this module will be flexible enough to meet the needs of the employer. Training should take place immediately after site hand-over and during the period of site establishment and pre-planning before actual construction starts, alternatively this will be spread over the duration of the contract period. The contractor will be required to work closely with the person to schedule the training sessions so that the timing of the training is aligned with the contractor's work schedule and his demand for workers.

(b) On-the job training

The Employer shall provide youth workers with on-the-job training to enable them to fulfil their employment requirements. The employer shall also be expected to closely monitor the job performance of youth workers and shall identify potential youth workers for skills development programmes.

(c) Technical skills training

The Employer shall assist in identifying youth workers for further training. These youth workers will undergo further technical training to prepare them for opportunities as semi-skilled labourers.

Such training will comprise of an off-site theoretical component and practical training on-site. The contractor will be responsible for on-site practical work under his supervision. Youth workers who graduate from the first phase of the training programme will be identified and given opportunities to register for skills development programmes. These can ultimately result in an accredited qualification. The programme will consist of theoretical instruction away from the construction site as well as on-site practical work under the supervision of the employer. Candidates will be entitled to employment to complete all training modules.

**SL 08 BENEFICIARY (YOUTH WORKERS) SELECTION CRITERIA**

**SL 08.01 PREAMBLE**

The *Code of Good Practise for Employment and Conditions of Work for Special Public Works Programmes* encourages:

- optimal use of locally-based labour in a Special Public Works Programme (SPWP);
- a focus on targeted groups which consist of namely youth, consisting of women, female-headed households, disabled and households coping with HIV/AIDS; and
- the empowerment of individuals and communities engaged in a SPWP through the provision of training.

**SL 08.02 BENEFICIARY (YOUTH WORKERS) SELECTION CRITERIA**



- (a) The youth workers of the programmes should preferably be nonworking individuals from the most vulnerable sections of disadvantaged communities who do not receive any social security pension income. The local community must, through all structures available, be informed of and consulted about the establishment of any EPWP – NYS
- (b) In order to spread the benefit as broadly as possible in the community, a maximum of one person per household should be employed, taking local circumstances into account.
- (c) Skilled artisans from other areas may be employed if they have skills that are required for a project and there are not enough persons in the local communities who have those skills or who could undergo appropriate skills training. However, this should not result in more than 20% of persons working on a programme not being from local communities.
- (d) Programmes should set participation targets for employment with respect to youth, single male- and female-headed households, women, people with disabilities, households coping with HIV/AIDS, people who have never worked, and those in long-term unemployment.
- (e) The proposed targets as set out in sub clause SL 06 (c)
  - 55% youth from 18 to 35 years of age;
  - 55% women;
  - 2% disabled.

**SL 09 CONTRACTUAL OBLIGATIONS IN RELATION TO YOUTH LABOUR**

The youth workers to be employed in the programme (EPWP-NYS) shall be directly contracted to the employer. Over and above the construction and project management responsibilities, the employer will be expected to perform the tasks and responsibilities as set out in clause SL 05 above.

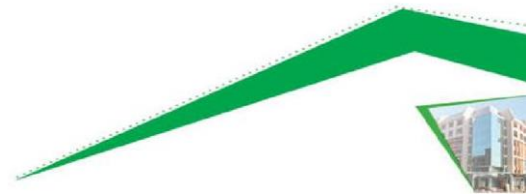
**SL 10 PROVINCIAL RATES OF PAY**

It is stipulated that youth workers on the EPWP-NYS receive a minimum of R 1 000 per month whilst working and R 600 per month whilst on training in ALL provinces. Should youth workers be attending training whilst employed by the contractor, the contractor will still be responsible for payment to the youth worker whilst at training.

**SL 11 MEASUREMENTS AND PAYMENT**

**The number of youth workers specified for this contract that will receive life skills training is 50 and technical training is 50**

**SL 11.01 PAYMENT FOR TRAINING OF YOUTH WORKERS**



**(TARGET:- N/A YOUTH WORKERS)**

SL 11.01.01 Skills development and Technical training for youth workers for an average of 10 days .....(Prov.Sum).....Unit: R/youth worker  
The above item is only applicable if DoL does not fund the Technical Training PRIOR to site handover.

SL 11.01.02 Penalty due to not meeting the target as in SL 11.01.01.....Unit: Youth worker  
LESS R N/A per youth worker

SL 11.02 **PAYMENT FOR TRAVELLING AND ACCOMMODATION DURING OFF-SITE TRAINING**

SL 11.02.01 **Life skills training for 26 days:**

01 Travelling (based on 50 km/youth worker) .....Unit: km  
02 Accommodation.....(Prov.Sum).....Unit: R/youth worker Profit and  
03 attendance..... Unit: %

SL 11.02.02 **Skilled development and Technical training:**

01 Travelling (based on 50 km/youth worker).....Unit: km  
02 Accommodation.....(Prov.Sum)....Unit: R/youth worker Profit and attendance  
03 ..... Unit: %

The units of measurement for sub items SL 11.02.01 (01) and SL 11.02.02 (01) above shall be the distance travelled in km by the youth worker trained off site. The tendered rate shall include full compensation to safely transport the youth workers to and from the training venue/s.

The unit of measurement for sub items SL 11.02.01 (02) and SL 11.02.02 (02) above shall be the amounts in Rand expended for accommodation and daily meal allowances for the youth workers trained off site that must be arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices.



The tendered percentages under sub items SL 11.02.01 (03) and SL 11.02.02 (03) will be paid to the contractor on the value of each payment pertaining to the accommodation and advance meal allowances to cover his expenses in this regard.

SL 11.03 **ALTERNATIVE WORKERS FOR THE PERIOD OF OFF-SITE TRAINING**

SL 11.03.01 Life skills training for 26 days ..... Unit: worker-days

SL 11.03.02 Skilled development and technical training for youth workers for (.....) days..... Unit: worker-days

The unit of measurement shall be the number of youth workers replaced while in training multiplied by the number of days absent from the site.

The rates tendered shall include full compensation for additional replacement labour during periods of off-site training.

SL 11.04 **EMPLOYMENT OF YOUTH WORKERS**

SL 11.04.01 Employment of youth workers..... (Prov.Sum) ¼. Unit: R/ worker-month

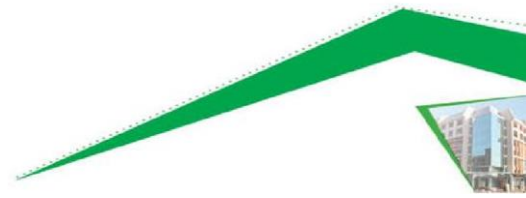
The unit of measurement shall be the number of youth workers at the statutory labour rates of R ..... multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of youth workers and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 6 months appointment for youth workers.

SL 11.05 **PROVISION OF EPWP DESIGNED OVERALLS TO YOUTH WORKERS**

SL 11.05.01 Supply EPWP designed overalls to youth workers ..... (Prov.Sum) ..... Unit: R

Youth worker overalls should be orange (top and bottom) as per EPWP specification with the exception of Correctional Services contracts where the youth workers top would be blue and the bottom orange.

SL 11.05.02 Profit and attendance..... Unit: %



An amount has been provided in the Schedule of Quantities under sub item SL 10.05.01 for the supply of EPWP designed overalls, as per the specification provided by the EPWP unit, arranged by the Service Provider. The Engineer will have sole authority to spend the amounts or part thereof. The tendered percentage under sub items SL 10.05.02 will be paid to the contractor on the value of each payment pertaining to the supply of overalls to cover his expenses in this regard.

SL 11.06 PROVISION OF SMALL TOOLS FOR YOUTH WORKERS

SL 11.06.01 Provide all youth workers with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the EPWP-NYS Service Provider. These tools will become the property of the youth worker after the completion of the programme.....(Prov.Sum) ....Unit: R 500-00 /youth worker

SL 11.06.02 Profit and attendance..... Unit: %

SL 11.07 APPOINTMENT OF YOUTH TEAM LEADER/S

SL 11.07.01 Appointment of (\_\_\_\_) youth team leader/s for the duration of the contract..... (Prov.Sum)..... Unit: R / team leader

The Youth Team Leader will act as CLO/PLO to facilitate the project work between the youth workers and the contractor. Umsobumvu Youth Fund can assist with the sourcing of Youth Team Leader for employment by the contractor.

SL 11.08 LIAISON WITH SERVICE PROVIDER

.....Unit: hours

Reporting month: \_\_\_\_\_

Cell No: \_\_\_\_\_

Project Name: \_\_\_\_\_

First Name: \_\_\_\_\_

Surname: \_\_\_\_\_

Name: \_\_\_\_\_

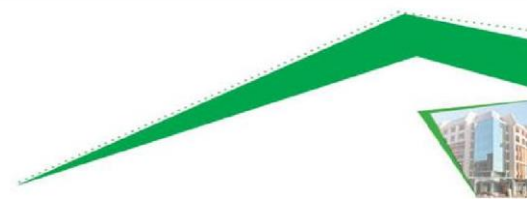


**IDENTITY NUMBER:**

Day	Date	Time In	Signature	Time Out	Signature	Report On Any Formal Training Provided In The Reporting Month
<b>WEEK 1</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>WEEK 2</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>WEEK 3</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>WEEK 4</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>Total Days worked</b>						



## HIV/STI COMPLIANCE REPORT



## SPECIFICATION FOR HIV/AIDS AWARENESS

### 1 Scope

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

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

### 2 Normative references:

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

SANS 4074 ISO 4074, *Condom Rubbers*

### 3 Definitions and Abbreviations

#### 3.1 Definitions

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

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

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

#### 3.2 Abbreviations

STI: Sexually transmitted infection

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome

### 4 Objectives

The objectives are to:



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

## **5 Requirements**

### **5.1 General requirement**

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

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

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

### **5.2 HIV awareness programme**

**5.2.1** The contractor shall:

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



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

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

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

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

## HIV/STI COMPLIANCE REPORT

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

SCMU number:

Payment number:

Claim by

Period covered payment claim:

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

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

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I hereby declare the above to be a true reflection of actions taken to ensure compliance with the specification.

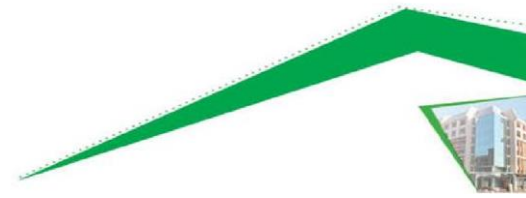
**For Contractor:**

**Employer's representative:**

Name: ..... Name:.....

Signature: ..... Signature:.....

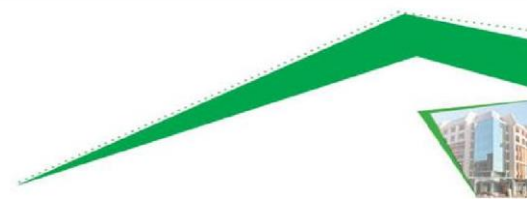
Date : ..... Date.....



**Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts**

**Version: September 2016**

Issued by:



**Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts**

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## Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts

### 1 Scope

This specification establishes a key performance indicator in the form of a contract skills development goal (CSDG) relating to the structured work learning component of occupational or professional learning, which enables learners to make measurable progress towards the attainment of:

- a) a part or full occupational qualification registered on the National Qualification Framework,
- b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
- c) a national diploma registered on the National Qualification Framework; or
- d) Registration in a professional category by a recognized professional body or statutory council.

in the delivery, maintenance and operation of infrastructure through the performance of professional service, service, supply or engineering and construction works contracts or an order associated with such a contract.

This specification sets out the methods by which the key performance indicator is established, measured, quantified and verified in the performance of the contract or the execution of an order.

NOTE This specification can be applied to contracts or to orders (call-offs) issued in terms of framework agreements. Framework agreements are well suited to situations in which long term relationships are entered into. They offer flexibility in attaining contract skills development goals as requirements can be adjusted from one order to another, thus allowing key performance indicators to be improved upon over time.

### 2 Terms and definitions

For the purposes of this document, the following terms and definitions apply:

#### **Allowance**

Amount provided for in the contract or an order by the employer relating to one or more of the following:

- a) the performance by the contractor of work or services that are foreseen but cannot be accurately specified at the time that the contract was entered into or the order issued;
- b) work or services to be performed, or goods provided, by a subcontractor who is either nominated by the employer or is selected by the employer in consultation with the contractor after the award of the contract or the issuing of an order;
- c) provision for price adjustment for inflation; or
- d) other budgetary provisions intended to cover the employer's contractual risks

#### **Artisan**

a person who has been certified as competent to perform a listed trade in accordance with Section 26B of the Skills Development Act of 1998 (Act No. 97 of 1998)



### **Black people**

a generic term which means Africans, Coloureds and Indians and who are citizens of the Republic of South Africa:

- a) by birth or descent; or
- b) by naturalisation before 27 April 1994 or on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date

### **Candidate**

a person who is registered in a category of registration which ultimately leads to registration in a professional category by a statutory council in terms of their founding legislation

**Class of construction works** the class of construction works referred to in Schedule 3 of the Construction Industry Development Regulations 2004 as amended and published in terms of the Construction Industry Development Board Act of 2000 (Act 38 of 2000)

### **Contract amount**

Financial value of the contract at the time of the award of the contract or the issuing of an order, excluding all allowances and expenses and value added tax

### **Contract skills development goal (CSDG)**

the number of hours of skills development opportunities that a contractor contracts to provide in relation to work directly related to the contract or order up to:

- a) completion in the case of a professional service contract;
- b) the end of the service period in the case of a service contract;
- c) completion (state of readiness for occupation of the whole works although some minor work may be outstanding) in the case of an engineering and construction works contract; and
- d) the delivery date for all the work required in terms of the supply contract

### **Contractor**

Person or organization that contracts to provide the goods, services or engineering and construction works covered by the contract

### **Employer**

Person or organization intending to or entering into the contract with the contractor for the provision of goods, services, or engineering and construction works

### **Employer's representative**

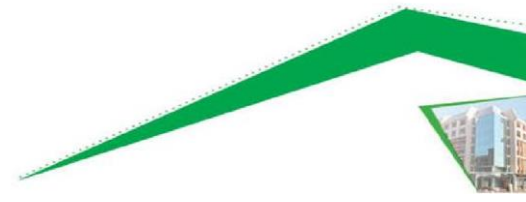
Person authorized to represent the employer in terms of the contract

### **Engineering and construction works contract**

Contract for the provision of a combination of goods and services arranged for the development, extension, refurbishment, rehabilitation or demolition of a fixed asset, including building and engineering infrastructure

### **Expenses**

Costs incurred by the contractor in the performance of the contract or order which are in terms of the contract recoverable from the employer



**Framework agreement**

an agreement between an organ of state and one or more contractors, the purpose of which is to establish the terms governing orders to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged.

**Mentor**

a qualified, experienced and, in the case of professionals, registered person, designated to guide a learner or candidate through a structured work experience learning component of a learning programme required for the acquisition of a part or full qualification or professional designation

**Occupational qualification**

Occupational qualification registered on the National Qualifications Framework Act (Act No 67 of 2008)

**Order**

an instruction to provide goods, services or any combination thereof under a framework agreement

**Part qualification**

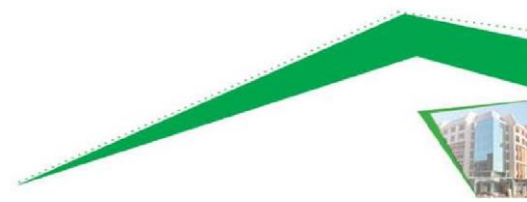
an assessed unit of learning that is registered on the National Qualifications Framework as part of an occupational qualification

**Professional category**

a category of registration identified in Table 1 or such other category recognised by the Employer in the application of this specification

**Table 1: Categories of registration**

Profession	Category of registration	Act
Architectural	Architect, Senior Architectural Technologist, Architectural Technologist or Architectural Draughtsperson	Architectural Profession Act of 2000 (Act No. 44 of 2000)
Construction project management	Construction Project Manager	Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000)
Construction management	Construction Manager	
Engineering	Engineer, Engineering Technologist, Engineering Technician or Certificated Engineer	Engineering Profession Act of 2000 (Act No. 46 of 2000)
Landscape Architectural	Landscape Architect, Landscape Technologist, Landscape Technician or Landscape Assistant	Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000)
Quantity surveying	Quantity surveyor	Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000)
Scientists	Natural scientists	Natural Scientific Professions Act (Act No. 27 of 2003)
Surveying	Land surveyor, Engineering surveyor or Technician engineering surveyor	Professional and Technical Surveyors' Act (Act No. 40 of 1984)



### **Professional service contract**

Contract for the provision of services with the skill and care normally delivered by professionals

### **Sector Education and Training Authority (SETA)**

an institution established under section 9 of the Skills Development Act, Act 97 of 1998 and which has the responsibility under this Act to register learners on learning programmes

### **Service contract**

Contract for the provision of labour or work, including knowledge-based expertise, carried out by hand or with the assistance of equipment and plant **Site**

Means the land or place made available by the employer, for the purposes of the contract or order, on, under, over, in or through which the works or services are to be executed

**Skills development agency** an agency which performs some or all of the functions set out in section 4.1.4.

### **Statutory council**

a council as established under the

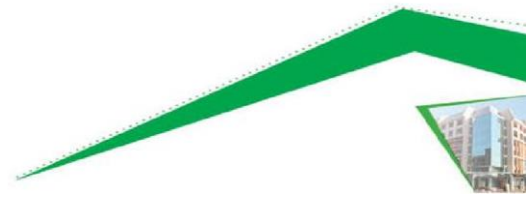
- a) South African Council for the Architectural Profession, established by the Architectural Profession Act of 2000 (Act No. 44 of 2000).
- b) South African Council for the Project and Construction Management Professions, established by the Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000).
- c) Engineering Council of South Africa, established by the Engineering Profession Act of 2000 (Act No. 46 of 2000).
- d) South African Council for the Landscape Architectural Profession, established by the Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000).
- e) South African Council for the Quantity Surveying Profession, established by the Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000).
- f) South African Council for Professional and Technical Surveyors, established by the Professional and Technical Surveyors' of 2000 (Act No. 40 of 1984); or
- g) South African Council for Natural Scientific Professions, established by the Natural Scientific Professions Act (Act No. 27 of 2003):

### **Structured mentorship**

Mentorship provided by a person who is registered in a suitable category of professional registration by a statutory council or professional body which leads and directs a candidate towards professional registration

### **Structured work experience learning component**

component of learning in an occupational qualification or for professional designation whereby a learner is mentored by a qualified, and where required, registered mentor in the application and integration of the knowledge and practical skills learnt, under supervision, in the actual context of a workplace in accordance with the prescripts set by the relevant qualifying authority, professional body or statutory council.



### Supervisor

a supervisor is a person in the particular workplace charged with the responsibility of allocating workplace tasks to a learner that are aligned to the prescriptions of their learning programme and of overseeing and reporting on that learning using a formally agreed record keeping system

### Supply contract

Contract for the provision of goods and associated services including design

### Work integrated learning

the workplace learning component required by learners completing a national diploma at a University of Technology or Comprehensive University.

## 3 Requirements

### 3.1 Contract skills development goal (CSDG)

**3.1.1** The contractor shall attain or exceed the contract skills development goal in the performance of the contract or the execution of an order.

**3.1.2** The contract skills development goal shall be not less than:

- a) the contract amount in millions of Rand multiplied by:
  - 1) the relevant number of hours per million Rand expenditure contained in Table 2 in the case of engineering and construction works contracts for the applicable class of construction works used in the application of the Construction Industry Development Regulations issued in terms of the Construction Industry Development Board Act of 2000; or
  - 2) 300 in the case of a service contract; or
  - 3) 100 in the case of a professional service contract or a supply contract; or
- b) the hours tendered in the preference schedule, or the quantum agreed in the scope of work of the contract or order.

Example: The contract amount for an engineering and construction works contract in the GB class of construction works is R65,7 million. The contract skills development goal is  $65,7 \times 250 = 16\,425$  hours.

**Table 2: Number of hours per million Rand expenditure in an engineering and construction work contract**

Class of construction works as identified in terms of Regulation 25(3) of the Construction Industry Regulations 2004		Number of hours per million Rand expenditure
Designation	Description	
CE	Civil engineering	125
CE or GB	Civil Engineering or general building	190
EE	Electrical engineering works (buildings)	125



EP	Electrical engineering works (Infrastructure)	125
GB	General building	250
ME	Mechanical engineering works	125
SB	Specialist	125

**3.1.5** Where required in terms of the contract or order, a specified proportion of the learners and candidates shall be selected from a list of persons in the employ of the state contained in the scope of work of the contract or order under the terms and conditions embodied therein.

NOTE: The contract skills development goal can be achieved through the direct employment of persons who are developing skills that result in nationally accredited outcomes, through the engagement of subcontractors who employ such persons or, where specifically required, the provision of workplace opportunities to employees of the state.

### **3.2 Achieving the contract skills development goal (CSDG)**

**3.2.1** The contractor shall achieve the measurable contract skills development goal by providing one or a combination of any of the following in relation to work directly related to the contract or order:

**Method 1:** structured work experience learning component opportunities for learners towards the attainment of a part qualification or a full occupational qualification.

**Method 2:** structured work experience learning component opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public FET college qualifications.

**Method 3:** work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas.

**Method 4:** structured work experience opportunities for candidates towards registration in a professional category by a recognized professional body or statutory council.

**3.2.2** No single method, except in the case of professional service contracts, shall contribute more than 75 percent of the contract skills development goal, Method 1 shall not contribute to more than 25 percent of the contract skills development goal in engineering and construction works or service contract and related orders.

**3.2.3** Not more than one method may be applied to any individual in the calculation of the contract skills development goal.

NOTE: The principle is that an individual can only be counted once towards the CSDG.

### **3.3 Contract skills development goal credits**

**3.3.1** Credits towards the contract skills development goal shall be granted by summing the hours of opportunities provided in accordance with this specification.

**3.3.2** No more than 8 hours may be claimed for any 24-hour period for any individual.



**3.3.3** Contract skills development goal credits shall be reduced to the extent that they fail to comply with the requirements of this specification.

### **3.4 Denial of credits**

Credits towards the contract skills development goal shall be denied should:

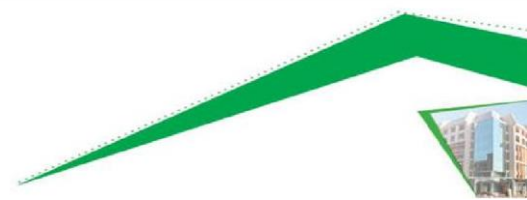
- a) the opportunities are not provided on site, or the opportunities cannot be directly linked to the contract or order;
- b) the following not be provided:
  - 1) the required contract compliance baseline plan, an interim contract compliance report or a final contract compliance report.
  - 2) the required mentorship plan for a candidate.
  - 3) the required training plan for learners.
  - 4) the training reports covering a period; or
  - 5) the required records, specified documents and signatures.
- c) the structured mentorship be found not to be in accordance with the requirements of the applicable professional body, statutory council or qualifying authority.
- d) the structured work experience learning component be found not to be in accordance with the curriculum requirements of the part qualification or qualification or prescription for professional registration for which the learner is registered.
- e) conditions of employment and rates or allowances for learners are not in accordance with legislative provisions.
- f) the contractor does not maintain the required training records, or an audit reveals that there is insufficient information to substantiate claims for credits; and
- g) a learner, learner artisan or candidate fails to present their credentials for assessment when they have, in the opinion of the mentor, sufficient structured work experience or structured mentorship to do so.

## **4 Compliance with requirements**

### **4.1 General**

**4.1.1** The contractor shall submit to the employer's representative:

- a) within 30 days of the contract coming into effect or the issuing of an order, a contract compliance base line training plan (see Annex A) taking into account the skills mix and type of workers that are to be engaged.
- b) interim contract compliance training reports (see Annex A) at intervals which do not exceed 3 months.



- c) a final contract compliance training report (see Annex A) within 15 days of reaching completion, final delivery or the end of the service as relevant; and
- d) a report which provides a breakdown of the number of hours reported in each interim and in the final contract compliance report into black people and women and people with disabilities.

NOTE: The Code of Good Practice on Key Aspects of Disability in the Workplace issued in terms of Employment Equity Act No 55 OF 1998 provides guidance on establishing who people with disabilities are.

**4.1.2** The contractor shall keep records of the name and identity number, hours worked, payments made to, registration particulars towards a part qualification or occupational qualification and particulars of opportunities offered to persons who are provided with work experience learning component opportunities which contribute to the contract skills development goal and any other training records required by or which demonstrate compliance with this specification. The contractor shall allow the employer's representative to inspect or audit such training records at any time within working hours.

**4.1.3** The employer's representative shall undertake suitable random audits on records to confirm compliance with requirements.

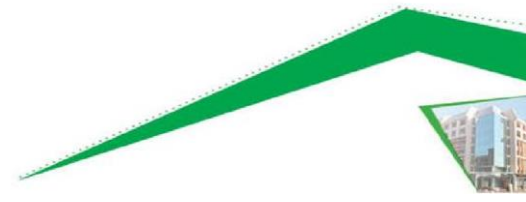
**4.1.4** Where learners are sourced through a Skills Development Agency (SDA), the contractor shall enter into a contract agreement with one or more SDAs of their choice that is participating in the implementation of this specification to, as relevant:

- a) facilitate placement of learners for training opportunities.
- b) prepare training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes.
- c) register learners with the appropriate sector Education and Training Authority established in terms of the Skills Development Act of 2008 (Act 37 of 2008);
- d) manage all the employment functions of learners such as payment of stipends, contributions to the Unemployment Insurance Fund, Workman's Compensation, provision of personal protective clothing, trade specific tools, etc.
- e) liaise with the training co-ordinators to monitor onsite training progress of learners.
- f) liaise with the training co-ordinators to arrange for summative assessments at appropriate stages of the training; and
- g) Liaise with the training co-ordinators to prepare reports for the employer or employer's representative.

## **4.2 Structured workplace learning opportunities for learners**

**4.2.1** Structured work experience learning component opportunities shall be aligned to the curriculum requirements set for the particular part or full occupational qualification or professional designation for which the learner is registered.

**4.2.2** A responsible supervisor shall be appointed to allocate learning tasks, under the guidance of a qualified person, to learners in line with their training plans



**4.2.3** Mentoring associated with structured work experience learning component for artisan learners shall be undertaken by an artisan qualified in the applicable trade with a minimum of 3 years of trade related experience. The number of artisan learners mentored by a single mentor shall, unless otherwise permitted by the National Artisan Moderation Body, not exceed 4 at any one time.

**4.2.4 Mentoring** associated with structured work experience learning component for learners leading to a part or an occupational qualification other than artisan learners shall be undertaken by a person qualified in the applicable discipline with a minimum of 3 years of experience.

**4.2.5** The contractor or service provider shall submit to the employer's representative, in respect of each learner:

- a) within one month of commencing work directly related to the contract or order, a workplace training plan together with name of the learner's mentor and supervisor
- b) within three months of commencing work directly related to the contract or order:
  - 1) proof of registration as a learner with the relevant SETA; and
  - 2) a copy of the mentorship agreement entered into with the learner, or the company mentorship agreement entered into with the relevant qualified agency.
- c) within two weeks of updating a workplace training plan, the revised workplace training plan; and
- d) a quarterly progress report and a final report at the end of the structured mentorship period including a log of exposure and interactions with the mentor in sufficient detail to demonstrate compliance with requirements, signed off by the mentor, the supervisor and the learner.

**4.2.6** Learners shall be required by the mentor to complete training reports required by the relevant qualifying authority whenever a substantial activity or training period has been completed.

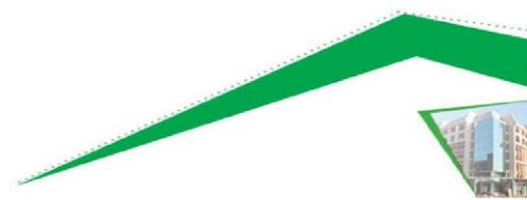
**4.2.7** The mentor and supervisor shall sign off all reports and logbooks to allow the learner to move to other projects or employment and continue on the path towards qualification and, where relevant registration, where the work related to the contract ends for whatever reason prior to the learner gaining sufficient experience for final assessment.

### **4.3 Structured mentorship opportunities for candidates**

**4.3.1** Mentoring associated with structured work experience for candidates shall be in accordance with the prescripts of the relevant professional body or statutory council.

**4.3.2** The contractor shall:

- a) appoint a supervisor who is actively engaged in work directly associated with the contract to issue tasks, oversee their implementation and provide input to the candidate on an on-going basis.
- b) identify a suitable mentor for the candidate, if such candidate does not have a mentor, who shall enter into a mentoring agreement with the candidate or the company as required by the professional body or statutory council; and



- c) issue each candidate with a portfolio of evidence file which is to be kept up to date with all the documentation issued or prepared including the workplace training plan and all revisions thereof as well as copies of the logbook entries and training period reports.

**4.3.3** The mentor shall provide and update from time to time a workplace training plan for a candidate outlining the activities in which the candidate will be involved that includes activities required by the relevant statutory council. The mentor shall require candidates to maintain a logbook issued by the relevant statutory council. The mentor shall sign off such logbook at quarterly presentations and progress review meetings.

NOTE: The mentor should ensure where the duration of the contract or order exceeds the minimum time to register in a professional category of registration that candidates are exposed to the full range of activities and work towards assuming the full level of responsibility recommended by the relevant statutory council. This may require rotations and secondments.

**4.3.4** The contractor or service provider shall submit to the employer's representative, in respect of each candidate:

- a) within one month of commencing work directly related to the contract or order:
- 1) a workplace training plan together with name of the candidate's mentor and supervisor
  - 2) proof of registration as a candidate with the relevant professional body or statutory council; and
  - 3) a copy of the mentorship agreement entered into with the candidate, or the company mentorship agreement entered into with a professional body or statutory council;
- b) within two weeks of updating a workplace training plan, the revised workplace training plan.
- c) a quarterly progress reports and a final report at the end of the structured mentorship period including a log of exposure and interactions with the mentor in sufficient detail to demonstrate compliance with requirements, signed off by the mentor, the supervisor and the candidate.

**4.3.5** Candidates shall be required by the mentor to complete training reports required by the relevant statutory council whenever a substantial activity or training period has been completed.

**4.3.6** The mentor and supervisor shall sign off all reports and logbooks to allow the candidate to move to other projects or employment and continue on the path towards registration where the work related to the contract ends for whatever reason prior to the candidate gaining sufficient experience for registration.

## 5 Records

**5.1** The contractor shall submit all the documentation required in terms of clause 4 in a timely manner.

**5.2** The employer's representative shall certify the value of the credits counted towards the contract skills development goal, if any, whenever a claim for payment is issued to the employer and shall notify the contractor of this amount.

**5.3** The contractor shall, upon termination of the opportunities provided in order to satisfy the contract skills development goal, certify the quantum and nature of the opportunity and submit



the certificate, counter-certified by the relevant individual, to the employer's representative for record-keeping purposes.

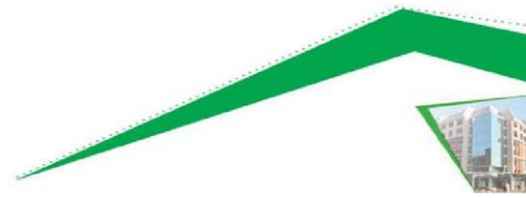
## 6 Sanctions

In the event that the contractor fails to substantiate that any failure to achieve the contract skills development goal was due to reason beyond the contractor's control which may be acceptable to the employer, the sanctions provided for in the contract or order shall apply.



**Annex A: Skills compliance plans**  
(Normative)

<b>Skills compliance base line plan</b>		
<b>Name of contractor:</b>		
Contact person:	Telephone:	
Address:	Cell phone:	Email:
<b>Contract / order number:</b>		<b>Start date for contract / order:</b>
<b>Contract title:</b>		
<b>Contract skills development goal (CSDG) (tick appropriate box)</b>		
<input type="checkbox"/> <b>Tendered</b> / contracted CSDG = ..... hours		
<input type="checkbox"/> <b>Minimum</b> CSDG calculated in accordance with standard		
<b>Minimum CSDG calculated in accordance with the standard</b> (complete only if applicable)		
<b>Contract type</b> (tick appropriate box):	<b>Contract amount</b>	
<input type="checkbox"/> professional service	<b>excl VAT</b>	<b>R</b>
<input type="checkbox"/> service	<b>Less expenses (if any)</b>	<b>R</b>
<input type="checkbox"/> engineering and construction work	<b>Less allowances</b>	<b>R</b>
CIDB Class of construction works, if applicable	<b>Contract amount</b>	<b>R</b>
.....		
Contract amount expressed in millions of Rand R ..... m <sup>①</sup>		
Number of hours per million Rand expenditure from sub-clause 3.1.2 of the <i>Standard for developing skills that result in nationally accredited outcomes through infrastructure contracts</i> = ..... <sup>②</sup>		
Minimum contract skills development goal which the contractor is required to achieve (Gmin) = <input type="checkbox"/> x <sup>②</sup> = ..... X ..... = ..... hours		
<b>I intend achieving the CSDG as follows:</b>		
<input type="checkbox"/> <b>Method 1:</b> structured work experience learning component opportunities towards a part or a full occupational qualification		..... hours
<input type="checkbox"/> <b>Method 2:</b> structured work experience learning opportunities for apprentices or other artisan learners		..... hours
<input type="checkbox"/> <b>Method 3:</b> work integrated learning opportunities for University of Technology or Comprehensive University national diploma students		..... hours
<input type="checkbox"/> <b>Method 4:</b> structured work experience opportunities for candidates towards registration in a professional category of registration		..... hours
		..... hours
<b>Total</b>		



The undersigned, who warrants that he / she is duly authorized to do so on behalf of the Contractor, confirms that the contents of this plan are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position



<b>Skills compliance report</b> (tick appropriate box)		<b>Date:</b>		<input type="checkbox"/> <b>Interim report</b>		<input type="checkbox"/> <b>Final report</b>		
<b>Name of contractor:</b>								
Contact person:				Telephone				
Address:				Cell phone				
				email				
<b>Contract / order number:</b>				<b>Start date for contract / order:</b>				
<b>Contract title:</b>								
<b>Contract skills development goal (CSDG) . . . . . hours</b>								
<b>Method 1:</b> structured workplace experience learning component opportunities towards a part or a full occupational qualification								
<b>Employed by contractor</b>								
Name	Identity or passport number	Cell or telephone number	Part or full occupational qualification NQF ref. no.	Student number	SETA with whom learner is registered	Dates for engagement on work related to contract		Total hours
						Start	End	
<b>Employed by subcontractor:</b> (state name)								
Name	Identity or passport number	Cell or telephone number	Part or full occupational Qualification NQF ref. no.	Student number	SETA with whom learner is registered	Dates for engagement on work related to contract		Total hours
						Start	End	
<b>Method 2:</b> structured work experience learning component opportunities for apprentices or other artisan learners								
<b>Employed by contractor</b>								
Name	Identity or passport number	Cell telephone number	Listed trade	National artisan learner data base registration number (where available)	SETA with whom the learner is registered	Dates for engagement on works related to contract		Total hours
						Start	End	
<b>Employed by subcontractor:</b> (state name)								



Name	Identity or passport number	Cell or telephone number	Listed trade	National artisan learner data base registration number	SETA with whom the learner is registered	Dates for engagement on works related to contract		Total hours
						Start	End	

				(where available)				

**Method 3:** work integrated learning opportunities for University of Technology (UOT) or Comprehensive University (CU) diploma students

**Employed by contractor**

Name	Identify or passport number	Cell or telephone number	Diploma	Learner registration number	UOT/CU with whom the learner is registered	Date for engagement on contract		Total hours
						Start	End	

**Employed by sub-contractor**

Name	Identify or passport number	Cell or telephone number	Diploma	Learner registration number	UOT/CU with whom the learner is registered	Date for engagement on contract	Total hours
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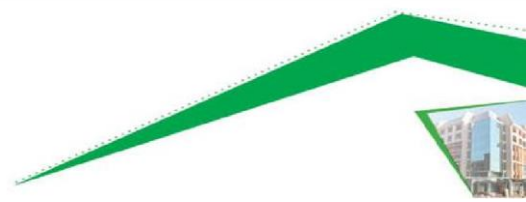
**Method 4:** structured work experience opportunities for candidates towards registration in a professional category of registration

**Employed by contractor**

Name	Identity or passport number	Cell or telephone number	Statutory council particulars		Dates for engagement on work related to contract		Total hours
			Title	Registration number	Start	End	

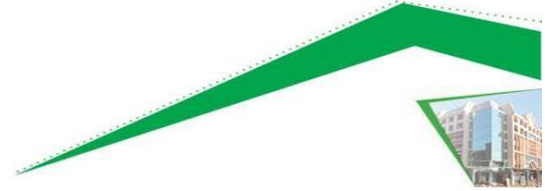
**Employed by subcontractor**

Name	Identity or passport number	Cell or telephone number	Statutory council particulars		Dates for engagement on work related to contract		Total hours
			Title	Registration number	Start	End	




The undersigned, who warrants that he / she is duly authorized to do so on behalf of the Contractor, confirms that the contents of this plan are within my personal knowledge and are to the best of my belief both true and correct.

Signed	Date
Name	Position



**Annex B: Incorporating this specification in a procurement document**

**B1 General**

**B1.1** The following clause should be added to the scope of work of a contract or order to establish requirements:

**Skills development requirements**

The contractor shall achieve in the performance of the contract the contract skills development goal established in the Department of Higher Education and Training’s *Standard for developing skills that result in nationally accredited outcomes through infrastructure contracts (September 2012)*

Note: The term contractor may need to be changed to “consultant” or “professional service provider” depending upon the term that is used in the form of contract that is adopted. The term “performance of the contract” may need to be replaced with “execution of an order” where the scope of work forms part of an order.

**B1.2** Where an employer requires that employees of the state be seconded to the contractor in order to be provided with work integrated learning opportunities, structured workplace experience opportunities or structured mentorship opportunities in accordance with the provisions of this standard, the following clause should be included in the scope of work:

The specified proportion of employees of the state is . . . . . %. Work integrated learning opportunities / structured workplace experience opportunities / structured mentorship opportunities shall be offered to any of the persons identified in Annexure 1. Persons selected by the contractor from the list in Annexure 1 shall be seconded to the contractor under the following terms and conditions:

.....

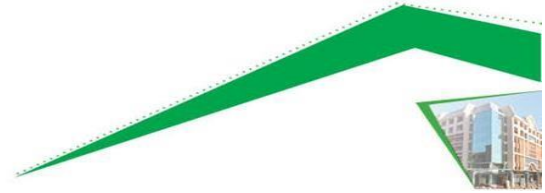
NOTE: The annexure should inform the contractor of the opportunities which the named employees of the state require through the contract or order in order to attain a nationally accredited outcome.

**B2 Financial incentives**

Financial incentives may be offered to contractors should they exceed a key performance indicator (KPI) in the performance a contract in the form of a contract skills development goal in accordance with the requirements of this standard which can be agreed to either through a negotiation process before or after a contract or order is awarded.

Financial incentives should not be confused for preferences for rewarding contactors for offering to achieve a deliverable and a financial penalty (low performance damages) for failing to deliver on obligations. The intention for offering financial incentives for the attainment of KPIs is to encourage, rather than coerce, the contractor to meet and exceed the employer’s objectives.

Financial incentives can be formulated in a number of ways. The most common way is to make them linearly proportional to increases in contract participation goals. Stepped incentives may also be used. Consideration should be given to capping the quantum of the financial incentive.



Option X20 (Key Performance Indicators) of the NEC3 Engineering and Construction Contract, NEC3 Professional Service Contract and the NEC3 Term Service Contract makes provision for a contractor to be paid an amount stated in an incentive schedule if the target stated for a key performance indicator is improved upon or achieved.

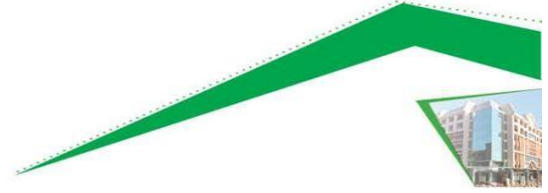
Additional conditions of contract need to be framed and included in the contract data where use is made of other forms of contract.

**Note:** Financial incentives are usually used where tenderers are not invited to tender contract skills development goals but are required to accept a minimum contract skills development goal and are rewarded for performance beyond the minimum.

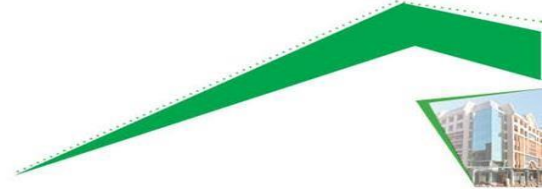
### **B3 Sanctions**

Sanctions should be provided for in the contract in the event that the contractor fails to substantiate that any failure to achieve the contract participation goal was due to quantitative under runs, the elimination of items, or any other reason beyond the contractor's control which may be acceptable to the employer.

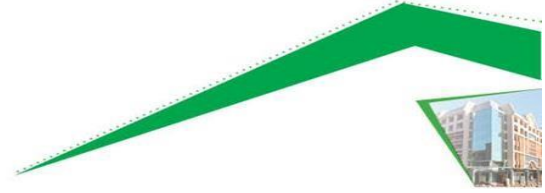
Appropriate action should be taken by employers against tenderers who are awarded contracts in preference to others on a fraudulent basis or against contractors who fail to achieve their contractual obligations relating to the development of skills. Employers have a number of sanctions and contractual remedies available to address such situations, including the in position of a financial penalty (low performance damages) more severe than the financial preference calculated at the time when tenders were evaluated or more severe than complying with contractual obligations or not awarding future orders in terms of framework agreements.



## **PART C2.3: BILLS OF QUANTITIES (SEE ANNEXURE 3)**



**DRAWINGS  
(SEE ANNEXURE 6)**



### **PART 3 - LIST OF DRAWINGS – SEE ANNEXURE 6**

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

#### **Tender drawings**

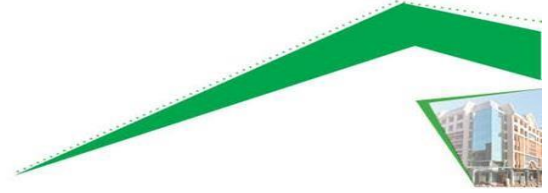
##### **DRAWINGS**

##### **DESCRIPTION**

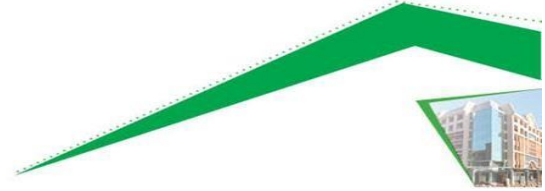
Architectural Drawings & Schedules - See Architects Drawings & Schedules attached under Annex 6

Civil Drawings - See Civil Drawings Attached under Annex 6

Structural Drawings - See Structural Drawings Attached under Annex 6



## PART C3 SCOPE OF WORKS



## C3 SCOPE OF WORK

### C3 Scope of Work

<b>Project Name:</b>	<b>PROCUREMENT OF A COMPLETION CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE EXISTING HOSPITAL, GUARDHOUSE AND PHARMACY AT STEYNSBURG HOSPITAL</b>
<b>Tender No:</b>	<b>SCMU5-24/25-0167</b>

### C3.1 Scope of Works

#### Description of Works

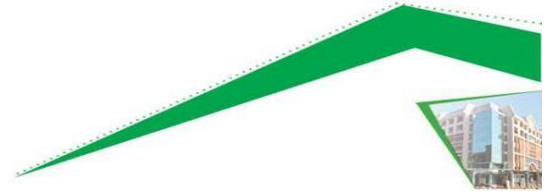
The work is to be executed at the existing Steynsburg Hospital situated in Steynsburg at Joe Gqabi Region under Water Sisulu Local Municipality. The outstanding scope of work is listed below and is in line with detailed Architect, Civil, Structural and Mechanical Close-Out Reports and Assessments undertaken by EC-DPWI. The details of the works are set out in the Bills of Quantities with provision for changes as directed by the client should the need arise.

#### Scope of Works

##### 3.1.1 Completion of Guard House

###### ➤ Architectural Defects & Outstanding Scope of Work

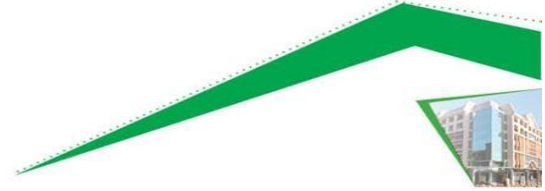
- Replacement of three door locksets.
- Install Fire extinguisher.
- Replace broken fascia board.
- Complete edging of back splash tiling.
- Connect tap inlet pipe to sink.
- Re-fix and align cover plates of electrical socket outlets.
- Install DB and OHS warning signage.
- Provided window restrictors (2 windows).
- Install electrical light switch cover plate.
- Install two tier change locker and gun safe.
- Replace incorrect valves used at the toilet and wash hand basin.
- Replace incorrect tap fixed to wash hand basin.
- Provide stopper caps to worktop bracket ends.
- Repaint internal walls.
- Install hat and coat hook (x4 hooks) and fold-up seat in Search Room.
- Clean and seal the V- concrete channel around the building.
- Repaint external walls.
- Fix cracks, waterproof on the top and repaint the signage wall.
- Remove shutter board at boom gate footing & cast concrete between footing and concrete curb.



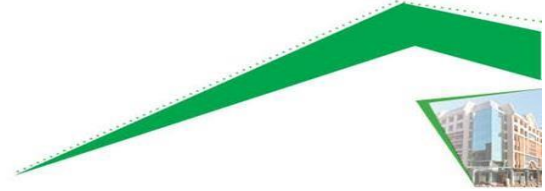
- Gate installation including gate catch and roller guide to be removed and replaced.
- Rectify wall cracks.
- Structural & Civil Defects & Outstanding Scope of Work
- Storm-water channel – Clean joint next to the building and seal with polyurethane.
- Remove 300mm wide plaster over areas where electrical sleeves were chased. Cover with chicken mesh and re-plaster.
- Repair damaged brick columns. Rebuilt, plaster and paint. Provide two layers of DPC between the roof slab and top of wall.
- Provide guardhouse water connection manhole with a concrete cover slab and castiron lid.
- Electrical Defects & Outstanding Scope of Work
- DB Board - Fan circuit is wired to a 20A MCB and should be a 10A MCB.
- DB Board – Provide labels
- Plug socket nearest the DB, not working
- Ceiling space, wiring not in conduits and conduit couplings not connected.
- Conduit above light switch should be removed and reinstalled.
- Interview room - Light switch is not installed correctly.
- External - Outside light fittings' diffusers to be replaced as per specifications.
- External - The supply cable from the hospital to the guard house DB requires a bare copper earth wire to be installed.

### 3.1.2 Completion of Pharmacy

- Architectural Defects & Outstanding Scope of Work
- Replacement of two door locksets.
- Replacement of roller shutter door at Ward.
- Repaint consulting room door.
- Fix capping strip on vinyl installation to turn down against door frame.
- Dispensing Cubicle - Install roller shutter doors in the front.
- Disabled friendly cubicle - Install disabled friendly joinery.
- Waiting Area - Install benches and a trellis door
- Dispensing cubicle - Replace the damaged electrical ducting cover.
- Dispensary, Pharmacy Stock Room and Bulk Store - Install shelving.
- Bulk Store - Repair and paint the mild steel mesh grid.
- Bulk store - Repair and paint walls.
- Receiving Office - Install electrical outlet fitting.
- Receiving Office - Install door fanlight glazing.
- Receiving Office - Remove paint from the light switch cover plate.
- Pharmacist Office – Repair leaks at wash hand basin and air conditioning unit
- Pharmacist Office – Install double door standing cupboard
- Pharmacist Office – Repair roof leak and ceiling. Repair and paint ceiling.



- External – Waterproof concrete roof over the Receiving office.
- External – Repair and paint walls
- External – Install down pipe at gutter
- External - Deliveries and loading yard cage to be repaired and painted
- Structural & Civil Defects & Outstanding Scope of Work
- External – Remove plater and re-plaster on concrete roof stand-up beam.
- External - Seal concrete roof as specified on Architectural details and finishing schedule.
- Off load canopy & Cage – Sand down steel members. Repair and paint mild steel mesh grid and columns as per detail specifications.
- Structural & Civil Defects & Outstanding Scope of Work
- Store – Replace the Fluorescent lights.
- Wiring to exit lights – Enclose in conduits and rectify pinched installation wires.
- Ceiling Wiring – Rectify installation. (Joints should not be made in the ceiling outside of round boxes)
- Kitchen DB – the cable exiting the DB, feeding the new pharmacy DB is not saddled to the wall and the earth wire is not secured to the cable.
- Kitchen DB – the pharmacy feeder cable's gland has no locknut installed where it enters the DB.
- Pharmacy feeder cable is not secured to the rafters in the ceiling space. • Data network cabling is not installed in conduit in the ceiling space. Bends on the conduit exiting the walls into the ceiling are kinked, and should be re-done
- Outside light at delivery entrance, steel bosal conduit should enter the rear of the fitting and should not be installed surface over the top of the wall.
- EGA-trunking used to enclose exit light circuit wiring should terminate into round boxes in the ceiling spaces and further connect into the light circuit conduit network installed.
- Conduits terminating at light fittings should be installed such that the end of the conduit is inside the light fitting and secured to the light fitting by means of a coupling and locknut.
- Light fittings are not installed parallel to each other and the walls.
- Light switches and plug sockets to be installed straight and level.
- Delivery Entrance - EGA trunking to be installed plumb.
- Delivery Entrance - Exit light wiring installed requires a conduit
- Fire alarm panel - Wiring in ceiling space is not enclosed in conduit.
- Fire alarm wiring in the storeroom is exposed and should be enclosed in conduit
- EGA trunking installed at exit light beneath air conditioner has no end caps installed.
- Delivery Entrance & Office - Recessed round box in ceiling to be blanked off with a lid.
- Ceiling Space - Conduits to be installed against rafters not, shortest distance diagonally across.
- The exit light and the fire alarm call point may not be enclosed in the same wire way
- The smoke detection system panel and trunking are damaged.
- The DB board internal cover plate in not installed and there is a fault on the wiring.
- The call point at the entrance is not installed.
- Smoke detection sensor in the office has sustained water damage.
- The light switch cover plate at the delivery entrance is not installed.
- The trunking at the air conditioning split units in the storeroom is not installed correctly.



- The data cabinet installation is not completed.

### 3.1.3 Disabled Toilet

#### ➤ Architectural Defects & Outstanding Scope of Work

- Internal - Complete paraplegic toilet installation. Install railings, taps, toilet roll holder, bin, soap dispenser and WC release valve.
- External - Connect Sewer and Water pipe to services.

### 3.1.4 Physiotherapist

#### ➤ Architectural Defects & Outstanding Scope of Work

- Repair and tie-in vinyl sheeting from the passage. Install a brass/ stainless steel transition strip.
- Replace the vinyl border installation with new.

### 3.1.5 Private Room

#### ➤ Architectural Defects & Outstanding Scope of Work

- Capping strip on vinyl outstanding 3.6 Room 102
- Vinyl border installation to be replaced with new border installation.

### 3.1.6 Sisters Office

#### ➤ Architectural Defects & Outstanding Scope of Work

- Replace & reinstall the vinyl sheeting

### 3.1.7 General

#### ➤ Architectural Defects & Outstanding Scope of Work

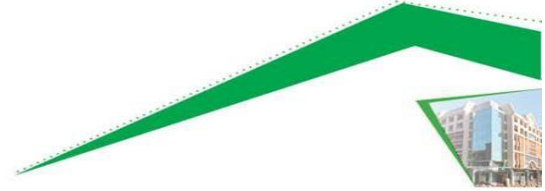
- Install Evacuation Signage installation – running man, arrows, assembly points, etc.
- Install Fire Signage – fire extinguishers, fire hose reels, arrows, etc.
- Install room name signage.
- Install window blinds.

## 3.2 Contract Period

The works is of a generally minor nature and can be completed and expedited over a short period by a competent contractor. The works are to be completed in a construction period of no more than 7 Months from date of site handover.

## 3.3 Restrictions and Constraints

- The completion of the project is urgent, and work shall be executed during normal working hours i.e. 7h00 until 17h00 daily including weekends. Work required to be executed outside of these hours must be arranged with the Facilities Manager and the Chief Executive of the hospital, in advance
- Noise must be kept to a minimum and within acceptable levels at all times. It is possible that the hospital could impose restricted times for demolition due to the close proximity of the site to existing accommodation
- All shut-offs and tie/cut-ins to existing services must be arranged in advance with the Facilities Manager and a methodology with appropriate mitigation of risks must be prepared by the contractor and submitted to the relevant Professional discipline in advance, for approval
- Dust emanating from the work site must be controlled



### **Operational Protocols**

- Security is a priority, and the site shall be kept safe at all times
- The approved Health and Safety plan shall be adhered to at all times
- All staff members of the contractor shall wear PPE at all times
- All staff members of the contractor shall be always specifically identifiable and to this end shall wear a predetermined coloured overall to be able to enter and work on the site.
- Regular meetings, the frequency of which is to be determined, shall be held with the management of the hospital to always ensure a cohesive spirit of co-operation

### **Access**

Prospective bidders are to fully familiarize themselves with the site and access to the site and restricted area for site establishment.

### **3.4 ACCEPTANCE OF TENDERS**

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

### **1.5 MINIMUM WAGE**

The Contractor shall adhere to “The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)”, and yearly pronounced increases for duration of contract. (Currently R 23.19 for each ordinary hour worked).

### **3.6 TEMPORARY WORKS**

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

### **3.7 EMPLOYER'S DESIGN**

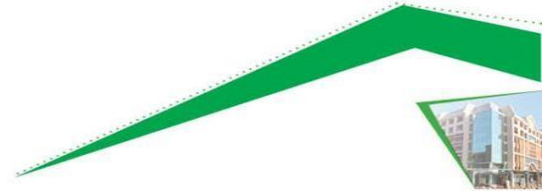
N/A

### **3.8 DESIGN BRIEF**

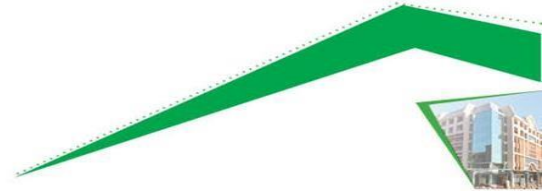
N/A

### **3.10 DRAWINGS**

Refer to: (PART 3 - LIST OF DRAWINGS/ANNEXURE 6) for tender drawings



## PART C4 SITE INFORMATION



## C4.1 SITE INFORMATION

<b>Project title:</b>	<b>PROCUREMENT OF A COMPLETION CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE EXISTING HOSPITAL, GUARDHOUSE AND PHARMACY AT STEYNSBURG HOSPITAL</b>
<b>Project Number:</b>	<b>SCMU5-24/25-0167</b>

### GENERAL

Prospective bidders to familiarize themselves with the locality, access, any other “restrictions” (Refer to *Scope of Works C3*)

The site is a green site at the below co-ordinates.

### Co-ordinates

The co-ordinates are: **-31.1735, 25.4843**

Steynsburg Hospital is located in Ward 27 of Walter Sisulu Local Municipality Steynsburg town in the Eastern Cape Province. The locality plan indicating the project area is shown in Figure 1 below.

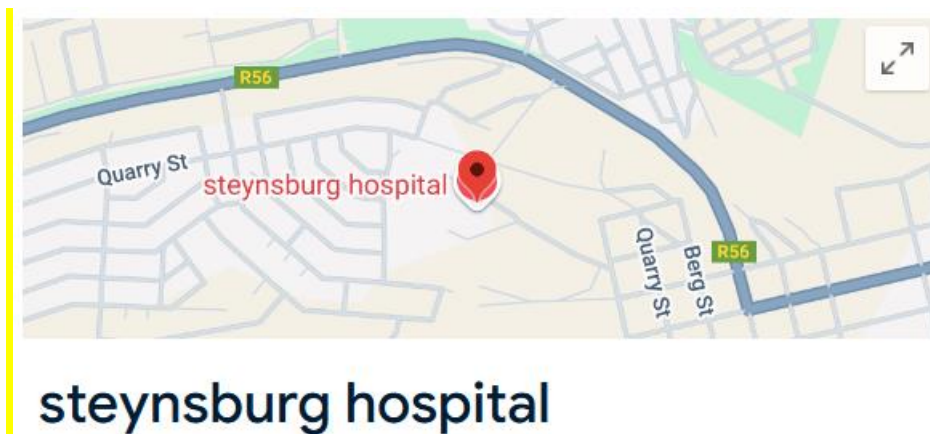
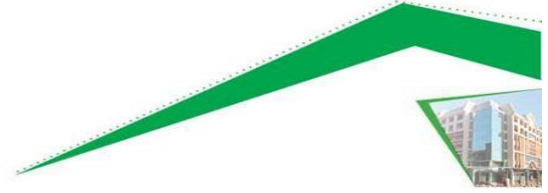
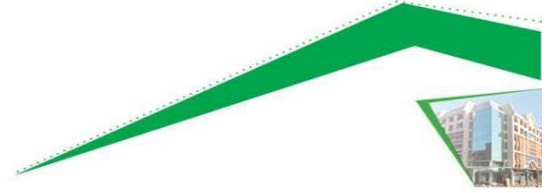


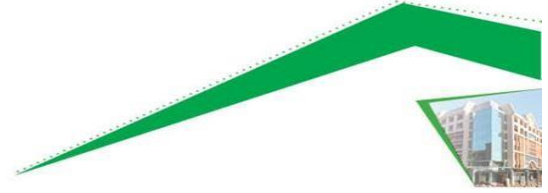
Figure 1: Locality Plan



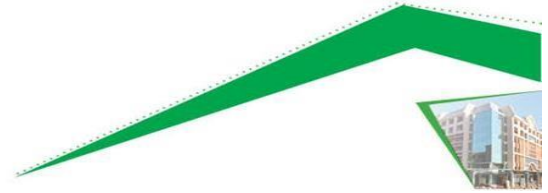
## ANNEXURE 1 – OHS SPECIFICATIONS



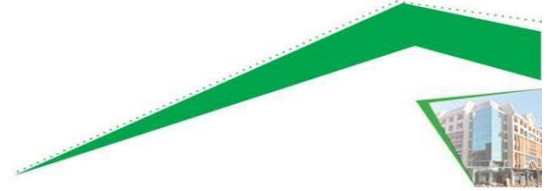
## ANNEXURE 2 – BASELINE RISK ASSESSMENT



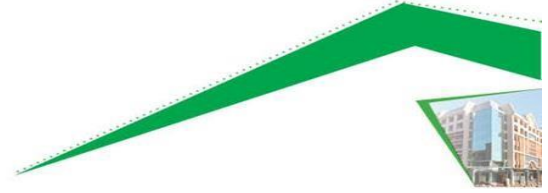
## ANNEXURE 3 – BILLS OF QUANTITIES



## ANNEXURE 4 – JBCC PRO-FORMA GUARANTEE



## **ANNEXURE 5 – GEOTECHNICAL AND GEOHYDROLOGICAL REPORTS**



## ANNEXURE 6 – DRAWINGS