



## JOHANNESBURG DEVELOPMENT AGENCY (JDA)

### APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF DEMARCATION, SIGNAGE AND WAYFINDING SIGNS ALONG PHASE 1C BRT ROUTE

**CONTRACT No.: WFS/001**

<p><b>ISSUED BY:</b></p> <p><b>JOHANNESBURG DEVELOPMENT AGENCY</b>                  The Bus Factory                  3 Helen Joseph Street (Formerly President Street)                  NEWTOWN                  2000</p> <p>Contact Name: Duncan Twala                  E-Mail address: dtwala@jda.org.za                  Telephone: 011 688 7800</p> 	<p><b>PREPARED BY:</b></p> <p><b>BMK GROUP</b>                  Office F10, 33 Riley Road                  Pinewood Office Park                  Woodmead, Sandton                  2191</p> <p>Contact Name: Teniel Ramjogi                  E-Mail address: admin@bmkgroup.co.za                  Telephone: 011 234 0321</p> 
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**NAME OF TENDERER:** .....

**CIDB REGISTRATION NUMBER:** .....

**CSD SUPPLIER NUMBER:** .....

**COMPANY REGISTRATION NUMBER:** .....

**TAX VERIFICATION PIN:** .....

**NB: FOR A TOTAL PRICE INCLUSIVE OF VALUE ADDED TAX, PLEASE REFER TO PART C1 (FORM OF OFFER AND ACCEPTANCE). PAGE 67.**

**This tender closes at 12h00 on the 19 September 2022 at the offices of the Johannesburg Development Agency “The Bus Factory”, 3 Helen Joseph Street (Formerly President Street), Newtown, Johannesburg.**

***NO LATE SUBMISSIONS WILL BE CONSIDERED***

*The Johannesburg Development Agency reserves the right to cancel/ not award this tender.*

## PROCUREMENT DOCUMENT FOR CONSTRUCTION WORKS

### GENERAL CONDITIONS OF CONTRACT (GCC) FOR CONSTRUCTION WORKS Third Edition (2015)

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF  
DEMARCATION, SIGNAGE AND WAYFINDING SIGNS ALONG PHASE 1C BRT  
ROUTE

**PLEASE NOTE: TENDERS MUST BE SUBMITTED ON THE TENDER  
DOCUMENTATION ISSUED. TENDER DOCUMENTATION MUST NOT  
BE REPRODUCED OR REARRANGED. ANY ADDITIONAL  
INFORMATION MUST BE SUBMITTED AS A SEPARATE  
ATTACHMENT TO THE TENDER DOCUMENT.**

**ALL PAGES OF THE SUBMISSION INCLUDING ATTACHMENTS  
MUST BE INITIALED AND NUMBERED.**

**TO ALL OUR STAKEHOLDERS**

**RE: The channels of reporting fraudulent and Corrupt Activities**

The City of Johannesburg has a **zero-tolerance approach to Fraud, Theft, Corruption, Maladministration, and Collusion** by suppliers with employees. To reinforce this commitment, more channels have been added to report any Fraudulent and Corrupt activities.

Instances of corporate fraud and misconduct remain a constant threat to service delivery. The City of Johannesburg took a resolution to adopt strategic interventions aimed at combating fraud and corruption. The City took a decision to centralize the reporting of fraudulent and corrupt activities through the establishment of an independent fraud hotline which is managed by independent service providers.

All people doing business with the Johannesburg Development Agency are encouraged to report any corrupt or illegal practice.

Employees are encouraged to report fraud, waste or other concerns suggestive of dishonest or illegal activities.

**Anyone can report fraudulent and corrupt activities through one of the following channels:**

Toll free number.....	0800 002 587
Toll free Fax .....	0800 007 788
SMS (charged @ R1.50).....	32840
Email Address:.....	anticorruption@tip-offs.com
Web site:.....	www.tip-off.com
Free post:.....	Free post, KNZ 138, Umhlanga, 4320



**LET'S JOIN HANDS TO TAKE UP THE FIGHT AGAINST FRAUD AND CORRUPTION IN OUR SOCIETY.**

**SUPPLIERS DATABASE REGISTRATION**

National Treasury launched the National Central Supplier Database (NCSD) with effect from 1 September 2015.

This will enable prospective suppliers to register their companies on the following website [www.csd.gov.za](http://www.csd.gov.za)

**Transitional Period (1 September 2015 to 30 June 2016)**

1. During the transitional period suppliers are requested to register on the website where all their essential information such as Tax Clearance Certificates, VAT, Company Registration Numbers and CIPC business status will be verified.
2. When conducting business with the JDA, you will be requested to provide us with the following:
  - Supplier Number and;
  - Supplier Registration Security Code so we can print your real time information;
  - Banking details with bank Stamp and;
  - Certified BBBEE Certificate.

Once a supplier has registered on NCSD, it will no longer be a requirement to provide the JDA with an Original Tax Clearance Certificate or any other registration documents.

**After Transitional Period 1 July 2016**

Effective 1 July 2016, the JDA will only award business to suppliers who are registered on NCSD and suppliers will no longer be required to provide information as stipulated above.

**For more information on registration, please:**

Ms. Kgadi Mphela on 011 688 7813 / Ms. Lerato Ntuli on 011 688 7851

**Notes to Tenderers:**

1. The Tender Document is issued in electronic format and contains the following files:
  - The full Tender Document in PDF format
  - The Electronic BOQ in Excel format
  - Appendices

The above will form part of the Contract document.

2. SUBMISSION OF TENDER – The following needs to be submitted in a neatly bound file (each and every page of the submission, including attachments, must be initialed and numbered by tenderer) and in the following order:
  - Cover page (paper copy printed on white paper)
  - All returnable schedules (paper copy printed on yellow paper)
  - Priced Bill of Quantities in Bill format (paper copy printed on yellow paper)
  - The Form of Offer (paper copy printed on yellow paper)
  - Completed priced Bill of Quantities in excel format (on CD)

**The tenderer is to submit the original plus one (1) copy of the entire tender submission as detailed, plus electronic copy of priced BOQ in excel format. The hard copy written BOQ will however take precedence over electronic copy.**

**PLEASE NOTE: TENDERS MUST BE SUBMITTED ON THE TENDER DOCUMENTATION ISSUED. TENDER DOCUMENTATION MUST NOT BE REPRODUCED OR REARRANGED. ANY ADDITIONAL INFORMATION MUST BE SUBMITTED AS A SEPARATE ATTACHMENT TO THE TENDER DOCUMENT.**

# JOHANNESBURG DEVELOPMENT AGENCY

## CONTRACT NO: WFS/001 APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF DEMARCATION, SIGNAGE AND WAYFINDING SIGNS ALONG PHASE 1C BRT ROUTE

### Contents

#### THE TENDER

**Part T1: Tendering Procedures**

T1.1	Tender Notice and Invitation to Tender	(White)
T1.2	Tender Data	(Pink)

**Part T2: Returnable Documents**

T2.1	List of Returnable Schedules and Documents	(Yellow)
T2.2	Returnable Schedules and Documents	(Yellow)

#### THE CONTRACT

**Part C1: Agreement and Contract Data**

C1.1	Form of Offer and Acceptance	(Yellow)
C1.2	Contract Data	(Yellow)
C1.3	Form of Guarantee (White)	(White)
C1.4	Occupational Health and Safety Agreement	(White)
C1.5	Agreement in terms of Section 37 (2) of the Occupational Health and Safety Act No 85 of 1993	(White)

**Part C2: Pricing Data**

C2.1	Pricing Instructions	(Yellow)
C2.2	Bills of Quantities	(Yellow)

**Part C3: Scope of Work**

C3.1	Scope of Work	(Blue)
C3.2	Project Specification	(Blue)

**Part C4: Site Information**

C4	Site Information	(Green)
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**Part C5: Tender Drawing**

C5	Drawings	(White)
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**Note:** Document must be printed and submitted in the colours as stated above

**TENDER DOCUMENT CHECKLIST**

Tenderers must complete this document checklist to ensure that all information is completed in the Tender Document.

ITEMS	CHECKED	
	Contractor	Project Manager
1. Correct Tender offer carried forward to the Form of Offer and Acceptance in <b>Part C1.1</b>	<input type="checkbox"/>	<input type="checkbox"/>
2. Tenderer's signature on the offer	<input type="checkbox"/>	<input type="checkbox"/>
3. Bill of Quantities	<input type="checkbox"/>	<input type="checkbox"/>
i Printed, Completed in <b>BLACK INK</b> only, and signed	<input type="checkbox"/>	<input type="checkbox"/>
ii Corrections crossed out and initialled	<input type="checkbox"/>	<input type="checkbox"/>
iii Initialled on each page	<input type="checkbox"/>	<input type="checkbox"/>
4. Returnable Schedules	<input type="checkbox"/>	<input type="checkbox"/>
i Authority to sign tender (Form A1)	<input type="checkbox"/>	<input type="checkbox"/>
ii Declaration of Interest (Form A2)	<input type="checkbox"/>	<input type="checkbox"/>
iii Record of Addenda to Tender Documents (Form A3)	<input type="checkbox"/>	<input type="checkbox"/>
iv Banking Details (Form A4)	<input type="checkbox"/>	<input type="checkbox"/>
v Proposed Amendments and Qualifications (if any) (Form A5)	<input type="checkbox"/>	<input type="checkbox"/>
vi Certificate of Authority for Joint Venture (if applicable) (Form A6)	<input type="checkbox"/>	<input type="checkbox"/>
vii MBD 9: Certificate of Independent Bid determination (Form A7)	<input type="checkbox"/>	<input type="checkbox"/>
viii Particulars of any contracts awarded by an organ of state during the last 5 years (Form A8)	<input type="checkbox"/>	<input type="checkbox"/>
ix Fulfilment of the Construction Regulations (Form A9)	<input type="checkbox"/>	<input type="checkbox"/>
x Questionnaire on tenderer's procedures with respect to OHSA and Construction Regulations (Form A10)	<input type="checkbox"/>	<input type="checkbox"/>
xi Business Declaration (Form A11)	<input type="checkbox"/>	<input type="checkbox"/>
xii MBD 5: Declaration for Procurement above R10 Million (Vat included) (Form A12)	<input type="checkbox"/>	<input type="checkbox"/>
xiii MBD 8: Declaration of bidder's past supply chain management plan Practices. (Form A13)	<input type="checkbox"/>	<input type="checkbox"/>
xiv A valid Tax Compliance Pin Letter (Form A14)	<input type="checkbox"/>	<input type="checkbox"/>
xv Declaration on state of Municipal Accounts and copy of current Municipal Account in the name of the Tenderer or alternatively in	<input type="checkbox"/>	<input type="checkbox"/>

	the names of the Directors/Partners of the tendering entity (Form A15)	<input type="checkbox"/>	<input type="checkbox"/>
xvi	Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the GCC form (Refer C1.3) (Form A16)	<input type="checkbox"/>	<input type="checkbox"/>
xvii	Proof of CIDB Grading (Form B1)	<input type="checkbox"/>	<input type="checkbox"/>
xxiii	A valid original certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating Certificate of Authority for Joint Venture (if applicable) (Form B2)	<input type="checkbox"/>	<input type="checkbox"/>
xx	Schedule of Recently Completed Contracts of a similar nature (Form B3)	<input type="checkbox"/>	<input type="checkbox"/>
xxi	Schedule of Current Contracts (Form B4)	<input type="checkbox"/>	<input type="checkbox"/>
xxii	Schedule of Construction Plant and Equipment (Form B5)	<input type="checkbox"/>	<input type="checkbox"/>
xxiii	Schedule of Proposed Subcontractors (Form B6)	<input type="checkbox"/>	<input type="checkbox"/>
xxiv	Schedule of Proposed Key Personnel (Form B7)	<input type="checkbox"/>	<input type="checkbox"/>
xxv	Estimated Monthly Expenditure (Form B8)	<input type="checkbox"/>	<input type="checkbox"/>
xxvi	Methodology Statement (Form B9)	<input type="checkbox"/>	<input type="checkbox"/>
xxvii	Preliminary Construction Programme (Form B10)	<input type="checkbox"/>	<input type="checkbox"/>
xxviii	Labour and Plant Histograms (Form B11)	<input type="checkbox"/>	<input type="checkbox"/>
xxix	Audited Financial Statements for past 3 years (Form B12)	<input type="checkbox"/>	<input type="checkbox"/>
xxx	Bank Rating (Form B13)	<input type="checkbox"/>	<input type="checkbox"/>
xxxi	Bills of Quantities (Form B14)	<input type="checkbox"/>	<input type="checkbox"/>



## **PART T1: TENDERING PROCEDURE**

T1.1: Tender Notice and Invitation to Tender

**CONTRACT No: WFS/001** for the

## **APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF DEMARCATION, SIGNAGE AND WAYFINDING SIGNS ALONG PHASE 1C BRT ROUTE**

The Johannesburg Development Agency invites tenders for Appointment of a Contractor for the Construction of Demarcation, Signage and Wayfinding Signs Along Phase 1c Brt Route.

This entails the familiarisation and taking up of designs, manufacturing, and construction of road wayfinding signs.

It is estimated that the Tenderers should have a CIDB contractor grading designation of **6SK or Higher**. Joint ventures are eligible to submit tenders if they satisfy criteria stated in the Tender Data.

Documents can be downloaded from the following websites:

[www.jda.org.za](http://www.jda.org.za)

[www.etenders.gov.za](http://www.etenders.gov.za)

**SCM Queries relating to procurement matters may be addressed to Lerato Ntuli at tel.: (011) 688 7800; or e-mail: [lnntuli@jda.org.za](mailto:lnntuli@jda.org.za).**

**Technical queries or queries relating to the project may be addressed to Duncan Twala at tel.: +27 (11) 688-7887, fax: +27 (0)86 546 1141, or email: [dtwala@jda.org.za](mailto:dtwala@jda.org.za).**

A site clarification meeting will not take place. Tenderers are encouraged to carry out their individual site inspections. Tenderers will be deemed to have properly inspected the existing site, and to have included in their Tender for all necessary costs associated with the works.

Written queries are to be submitted to [lnntuli@jda.org.za](mailto:lnntuli@jda.org.za).

The last day for receipt of queries is 02 September 2022 at 17:00.

**The closing time for receipt of tenders is 12h00 on 19 September 2022.**

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

**Tenders must only be submitted on the tender documentation that is issued. The retyping of the tender document is not permitted.** Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

The physical address for the delivery of tender documents is Johannesburg Development Agency, Ground Floor Reception Area, The Bus Factory, 3 Helen Joseph Street (formerly President Street), Newtown 2000

The JDA's selection of qualifying tenders will be at the JDA's sole discretion and will be final. The JDA does not bind itself to accept any particular tender. Correspondence will be entered into with the successful tenderer.

***"WE ENCOURAGE ALL PEOPLE DOING BUSINESS WITH US TO REPORT ANY CORRUPT OR ILLEGAL PRACTICE, USING THE ANTI-FRAUD HOTLINE NUMBER: 0800 002 587"***

## T1.2 Tender Data

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, (July 2015) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015. (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it applies.

Clause Number	Clause Heading	Data / Wording
F.1.1	The Employer	Johannesburg Development Agency P. O. BOX 61877 MARSHALLTOWN, 2107
F.1.2	The Tender	<b>PART T1: TENDERING PROCEDURES</b> T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data  <b>PART T2: RETURNABLE DOCUMENTS</b> T2.1 List of Returnable Documents T2.2 Returnable Schedules
	The Contract	<b>PART C1: AGREEMENTS AND CONTRACT DATA</b> C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Construction Guarantee C1.4 Occupational Health and Safety Agreement <b>PART C2: PRICING DATA</b> C2.1 Pricing Instructions C2.2 Bill of Quantities <b>PART C3: SCOPE OF WORK</b> <b>PART C4: SITE INFORMATION</b> <b>PART C5: TENDER DRAWINGS</b>
F.1.4	Employer's Agent	Name: BMK Group Address: Office F10 33 Rile Road, Pinewood Office Park, Woodmead, Sandton, 2191 Tel: 011 234 0321 Email: <a href="mailto:admin@bmkgroup.co.za">admin@bmkgroup.co.za</a>
F.2.1	Eligibility	Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum tendered, are eligible to have their tenders evaluated.  Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; and the CIDB registration is active 2. The lead partner has a contractor grading designation in the <b>SK</b> class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading

Clause Number	Clause Heading	Data / Wording
		designation determined in accordance with the sum tendered for a 6SK or higher class of construction work and determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
F.2.1	Eligibility	Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.
F.2.7	Clarification Meeting	A site clarification meeting will not take place. Tenderers are encouraged to carry out their individual site inspections. Tenderers will be deemed to have properly inspected the existing site, and to have included in their Tender for all necessary costs associated with the works.
F.2.12	Alternative tender offers	No alternative tender offers will be considered
F.2.13.2	Returnable Documents	All returnable documents to the employer as defined in F.1.2 of the Tender Data shall be returned in legible writing in non-erasable ink.
F.2.13.3	Number of copies of tender offers to be submitted to the Employer	Parts of each tender offer communicated on paper shall be submitted as an original, plus one (1) copy.
F.2.13.5 F.2.15.1	Sealing and Delivery of tender offers	<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>Location of tender box: Reception Desk of the Johannesburg Development Agency</p> <p>Physical address: The Bus Factory 3 Helen Joseph (Formerly President) Street NEWTOWN JOHANNESBURG</p> <p>Identification details: <b>CONTRACT NO. WFS/001 APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF DEMARCATION, SIGNAGE AND WAYFINDING SIGNS ALONG PHASE 1C BRT ROUTE</b></p> <p>CLOSING DATE &amp; TIME: <b>19 September 2022, 12:00PM</b></p>
F.2.13.9	Telephonic	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will <b>not</b> be accepted.
F.2.15	Closing time of tender offers	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16.1	Tender offer validity	The tender offer validity period is One Hundred and Twenty (120) days.

Clause Number	Clause Heading	Data / Wording												
F.2.18		The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.												
F.2.20	<b>Letter of Intent</b>	The tenderer is required to submit with his tender a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document.												
F.2.23	<b>Certificates</b>	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> <li>1) A valid Tax Compliance Pin Letter. No tender will be awarded to a bidder whose tax matters are not in order with the South African Revenue Service (SARS) at the time of award.</li> <li>2) An original and valid certified BBBEE status levels verification certificate or a certified copy thereof, substantiating the bidding entities BBBEE rating. Only certificates issued by verification agencies accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board of Auditors (IRBA) will be accepted. <b>THE COPY MUST BEAR A CERTIFICATION. FAILURE TO SUBMIT AS REQUIRED WILL RESULT IN THE BIDDER SCORING ZERO (0) POINTS FOR BBBEE.</b></li> <li>3) An EME must submit a sworn affidavit confirming the following: <ul style="list-style-type: none"> <li>• Annual Turnover Revenue of R10 million or less; and</li> <li>• Level of Black ownership</li> <li>• Any misrepresentation in terms of the above constitutes a criminal offence as set out in the B-BBEE Act as amended.</li> </ul> </li> <li>4) Documents and Schedules listed in Part T2.</li> </ol>												
F.3.4	<b>Opening of tender submissions</b>	Tender will be opened immediately after the closing time for tenders at <b>12:00 on 19 September 2022.</b>												
F.3.11.3	<b>Evaluation of Tender Offers</b>	<p>The procedure for the evaluation of responsive tenders is Method 2 (Price and Preferences)</p> <p>The table below indicates the technical evaluation criteria:</p> <table border="1"> <thead> <tr> <th>Variables</th> <th>Criteria</th> <th>Description of criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td rowspan="3"><b>(A) Company experience and track record on projects with signage and road marking and similar related works. E.g. Road Projects ACCOMPANIED BY REFERENCE LETTERS</b></td> <td>Five (5) or more projects completed</td> <td rowspan="3">Points will only be allocated for similar projects completed in the past five years <b>ACCOMPANIED BY REFERENCE LETTERS</b></td> <td>30</td> </tr> <tr> <td>Three to four projects completed</td> <td>20</td> </tr> <tr> <td>One to two projects completed</td> <td>10</td> </tr> </tbody> </table>	Variables	Criteria	Description of criteria	Points	<b>(A) Company experience and track record on projects with signage and road marking and similar related works. E.g. Road Projects ACCOMPANIED BY REFERENCE LETTERS</b>	Five (5) or more projects completed	Points will only be allocated for similar projects completed in the past five years <b>ACCOMPANIED BY REFERENCE LETTERS</b>	30	Three to four projects completed	20	One to two projects completed	10
Variables	Criteria	Description of criteria	Points											
<b>(A) Company experience and track record on projects with signage and road marking and similar related works. E.g. Road Projects ACCOMPANIED BY REFERENCE LETTERS</b>	Five (5) or more projects completed	Points will only be allocated for similar projects completed in the past five years <b>ACCOMPANIED BY REFERENCE LETTERS</b>	30											
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Clause Number	Clause Heading	Data / Wording							
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Variables	Criteria	Description of criteria	Points						
		<p><b>(B) Experience of proposed key personnel (copies of qualification are required for contracts manager, site agent , site engineer and OHS officer )</b></p>	<p>Contracts Manager with minimum 10 years of experience as a Contracts Manager in road works projects and registered as a professional construction manager (Pr CM/CPM) with the SACPCMP</p>	<p>Points will only be allocated for experience on road works projects of the proposed key personnel.</p>	<p>25</p>				
			<p>Site Agent with minimum 10 years of experience as a Site Agent on road works projects with minimum qualification of a B.Tech in the Built Environment</p>		<p>15</p>				
			<p>OHS officer: 5 years' experience as construction health and safety officer and has experience in road works projects. Registered with SACPCMP as Construction Health and Safety Agent or equivalent</p>		<p>10</p>				
			<p>General Foreman with a minimum of 10 years of experience as a General Foreman in road works projects.</p>		<p>10</p>				
			<p>SMME Supervisor with minimum 10 years of experience in construction supervisory roles in road works projects</p>		<p>10</p>				
		<p><b>Total Points scored (Min 70% (70) Max 100% (100)</b></p> <p>The Preference Point System assigns a score to each tenderer based on the tender price and on the tenderer's B-BBEE status. These scores are combined to determine an overall score for the tender. The tenderer with the highest score will be considered for acceptance.</p> <p>The Preference Point System will be applied as follows.</p> <p>For tenders up to R50 million</p> <ul style="list-style-type: none"> <li>80 points are assigned to price</li> </ul>							

Clause Number	Clause Heading	Data / Wording																					
		<ul style="list-style-type: none"> <li>Up to 20 points are assigned to B-BBEE status</li> </ul> <p><b>FORMULA FOR SCORING TENDER PRICE</b></p> <p>The following formula will be used to calculate the points for price.</p> $P_s = X \left[ 1 - \frac{(P_t - P_{min})}{P_{min}} \right]$ <p>Where</p> <p><math>P_s</math> = Points scored for comparative price of tender under consideration</p> <p><math>P_t</math> = Comparative price of tender under consideration</p> <p><math>P_{min}</math> = Comparative price of lowest acceptable tender</p> <p><math>X</math> = Points assigned to price</p> <p><b>POINTS AWARDED FOR B-BBEE STATUS LEVEL</b></p> <p>The points allocated to a tenderer will be in accordance with the <b>Preferential Procurement Regulations, 2017</b> published in Government Gazette No. 40553 dated 20 January 2017.</p> <p>The following table is applicable.</p> <table border="1" data-bbox="523 1039 1155 1503"> <thead> <tr> <th data-bbox="523 1039 839 1149" rowspan="2">B-BBEE Status Level Of Contributor</th> <th data-bbox="839 1039 1155 1077">Number of Points</th> </tr> <tr> <th data-bbox="839 1077 1155 1149">Tenders up to R50 million</th> </tr> </thead> <tbody> <tr> <td data-bbox="523 1149 839 1187">1</td> <td data-bbox="839 1149 1155 1187">20</td> </tr> <tr> <td data-bbox="523 1187 839 1225">2</td> <td data-bbox="839 1187 1155 1225">18</td> </tr> <tr> <td data-bbox="523 1225 839 1263">3</td> <td data-bbox="839 1225 1155 1263">14</td> </tr> <tr> <td data-bbox="523 1263 839 1301">4</td> <td data-bbox="839 1263 1155 1301">12</td> </tr> <tr> <td data-bbox="523 1301 839 1339">5</td> <td data-bbox="839 1301 1155 1339">8</td> </tr> <tr> <td data-bbox="523 1339 839 1377">6</td> <td data-bbox="839 1339 1155 1377">6</td> </tr> <tr> <td data-bbox="523 1377 839 1415">7</td> <td data-bbox="839 1377 1155 1415">4</td> </tr> <tr> <td data-bbox="523 1415 839 1453">8</td> <td data-bbox="839 1415 1155 1453">2</td> </tr> <tr> <td data-bbox="523 1453 839 1503">Non-Compliant contributor</td> <td data-bbox="839 1453 1155 1503">0</td> </tr> </tbody> </table> <p>Notes :</p> <ol style="list-style-type: none"> <li>“B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act (Act No.53 of 2003).</li> <li>Tenderers must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating. Certificates issued by either verification agencies accredited by the South African Accreditation System (SANAS) or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA) are acceptable. <b>FAILURE TO SUBMIT AS REQUIRED</b></li> </ol>	B-BBEE Status Level Of Contributor	Number of Points	Tenders up to R50 million	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-Compliant contributor	0
B-BBEE Status Level Of Contributor	Number of Points																						
	Tenders up to R50 million																						
1	20																						
2	18																						
3	14																						
4	12																						
5	8																						
6	6																						
7	4																						
8	2																						
Non-Compliant contributor	0																						

Clause Number	Clause Heading	Data / Wording
		<p><b>WILL RESULT IN THE BIDDER SCORING ZERO (0) POINTS FOR BBEE</b></p> <p>3. An EME must submit a sworn affidavit confirming the following:</p> <ul style="list-style-type: none"> <li>• Annual Turnover Revenue of R10 million or less; and</li> <li>• Level of Black ownership</li> <li>• Any misrepresentation in terms of the above constitutes a criminal offence as set out in the B-BBEE Act as amended.</li> </ul> <p>4. The submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and be in accordance with notices published by the Department of Trade and Industry in the Government Gazette.</p> <p>5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.</p> <p>6. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.</p> <p>7. A person will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for.</p> <p>8. A person awarded a contract will not be permitted to sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned.</p> <p><b>TOTAL PREFERENCE POINTS</b></p> <p>The total preference points for a tender are calculated with the formula</p> <p><b>PP = P<sub>s</sub> + P<sub>bee</sub></b> where</p> <p><b>PP</b> is the total number of preference points scored by the tenderer</p> <p><b>P<sub>s</sub></b> is the points scored for the comparative price of the tenderer, and</p> <p><b>P<sub>bee</sub></b> is the number of points awarded to the tenderer based on his certified B-BBEE status level</p> <p><b>RISK TOLERANCE FRAMEWORK</b></p> <p>The JDA has adopted a Risk Tolerance Framework (RTF) which enjoins the JDA to consider its risk exposure to contractors/Service Providers in terms of the number of contracts awarded to a single Contractor/service provider or the total value of contracts awarded to a single contractor/service provider in a particular year.</p>



Clause Number	Clause Heading	Data / Wording
		<p>In terms of the Risk Tolerance Framework, JDA determines the risk exposure as excessive in instances where the value of the contracts are:</p> <ol style="list-style-type: none"> <li>1) The greater of R80 million or four contracts/ projects in the current financial year or</li> <li>2) The greater of R 120 million or six contracts/projects over two financial years (current year and previous financial year).</li> </ol> <p>A risk analysis shall be undertaken on the bidder with the highest number of points obtained, to determine whether the tenderer does not exceed the JDA's risk framework criteria as stated above, in other words whether it falls within the ambit of the Risk Tolerance Framework as acceptable.</p> <p>JDA reserves the right to award a contract to a bidder who has exceeded the threshold as stated above.</p> <p>Shortlisted bidders may be requested to attend interviews should there be any need for clarity.</p> <p>Unsuccessful bidders will have the opportunity to query the award or decision within 07 days from the day of notification.</p> <p>Bidders are to note that JDA does not bind itself to accept the lowest priced bid.</p>
F.3.13.1	<b>Tender offers</b>	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>a) the tenderer submits a copy of valid Tax Clearance Certificate or Tax pin. Any bidder whose tax matters are not in order with SARS will be disqualified.;</li> <li>b) the tenderer submits a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document;</li> <li>c) the tenderer is registered with the Construction Industry Development Board in an appropriate Contractor grading designation;</li> <li>d) 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;</li> <li>e) the tenderer has not: <ol 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> </ol> </li> <li>f) The tenderer has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</li> <li>g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of</li> </ol>

Clause Number	Clause Heading	Data / Wording
		<p>the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>i) The tendering entity or the directors/partners of the tendering entity are in good standing with the local authority/municipality.</p> <p><b>BIDDERS WILL BE DISQUALIFIED FOR:</b></p> <ul style="list-style-type: none"> <li>• <b>FAILURE TO COMPLETE AND SIGN THE OFFER PAGE.</b></li> <li>• <b>FAILURE TO COMPLETE AND SUBMIT A PRICED BILL OF QUANTITIES IN FULL.</b></li> <li>• <b>FAILURE TO DULY COMPLETE FORM A3 (WHERE REQUIRED) THAT INCLUDES FOR ANY ADDENDA THAT MAY HAVE BEEN ISSUED WHERE SUCH ADDENDA HAS A MATERIAL EFFECT ON THE PRICING OF THE TENDER</b></li> <li>• <b>FAILURE TO BE REGISTERED AND ACTIVE WITH CIDB IN THE RELEVANT GRADING.</b></li> <li>• <b>IN THE CASE OF A BIDDER WHO DURING THE LAST FIVE YEARS HAS BEEN TERMINATED ON PREVIOUS CONTRACTS WITH THE JDA.</b></li> <li>• <b>COMPLETING THE TENDER DOCUMENT IN PENCIL.</b></li> <li>• <b>FAILURE TO COMPLETE MBD6.2 FORM AND ANNEXURE C.</b></li> </ul>
F.3.18	<b>Number of Paper Copies</b>	The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

## **PART T2: RETURNABLE DOCUMENTS**

## PART T2: RETURNABLE DOCUMENTS

## T2.1 LIST OF RETURNABLE DOCUMENTS

**T2.1.1 Returnable Schedules and Documents required for tender evaluation purposes**

The tenderer must complete the following returnable schedules

- Form A1:** Authority to sign Tender  
**Form A2:** Declaration of Interest  
**Form A3:** Record of Addenda to Tender Documents  
**Form A4:** Banking Details  
**Form A5:** Proposed Amendments and Qualifications (if any)  
**Form A6:** Certificate of Authority for Joint Venture (if applicable)  
**Form A7:** MBD9 Certificate of Independent Bid Determination  
**Form A8:** Particulars of any contracts awarded by an organ of state during the last 5 years  
**Form A9:** Fulfilment of the Construction Regulations  
**Form A10:** Questionnaire on tenderer's procedures with respect to OHSA and Construction Regulations  
**Form A11:** Business Declaration  
**Form A12:** MBD 5: Declaration for Procurement above R10 Million (Vat included)  
**Form A13:** MBD 8: Declaration of bidder's past supply chain management plan Practices.  
**Form A14:** A valid Tax Compliance Pin Letter  
**Form A15:** Certified Copy of current Municipal Account in the name of the Tenderer or alternatively in the names of the Directors/Partners of the tendering entity  
**Form A16:** Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the GCC pro-forma (refer C1.3)  
**Form A17:** Declaration Certificate for Local Production and Content for Designated Sectors  
**Form B1:** Guarantee in accordance with the GCC pro-forma (refer C1.3)  
 Proof of CIDB Grading  
**Form B2:** A valid originally certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating  
**Form B3:** Schedule of Recently Completed Contracts of a Similar Nature  
**Form B4:** Schedule of Current Contracts  
**Form B5:** Schedule of Construction Plant and Equipment  
**Form B6:** Schedule of Proposed Subcontractors  
**Form B7:** Schedule of Proposed Key Personnel and detailed CV's and Qualification of all key personnel  
**Form B8:** Estimated Monthly Expenditure  
**Form B9:** Methodology Statement  
**Form B10:** Preliminary Construction Programme  
**Form B11:** Labour and Plant Histograms  
**Form B12:** Audited Financial Statements for past 3 years  
**Form B13:** Bank Rating  
**Form B14:** Bills of Quantities

**T2.1.2 Other Documents that will be incorporated into the contract**

- Form of Offer and Acceptance
- Contract Data
- Occupational Health and Safety Agreement (C1.4)
- Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993 (C1.5)

**FORM A1: AUTHORITY TO SIGN TENDER**

Notes to tenderer:

1. The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.
2. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
  - authority for signatory,
  - undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
  - name of designated lead member of the intended joint venture, as required by tender condition F.2.13.4.

.....  
**SIGNATURE**

*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM A2: DECLARATION OF INTEREST**

- 1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:.....

3.3 Position occupied in the Company (director, trustees, hareholder<sup>2</sup>):.....

3.4 Company Registration Number:.....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

3.7 The names of all directors/trustees/shareholders/members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

If yes, furnish particulars

.....

..

.....

..

.....

..

.....

..

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

If yes, furnish particulars

.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

If yes, furnish particulars

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

If yes, furnish particulars

.....  
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

If yes, furnish particulars

.....  
.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

If yes, furnish particulars

.....  
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

**YES / NO**

If yes, furnish particulars

.....  
.....

4. Full details of directors / trustees / members / shareholders.

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME)**

.....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Position

.....  
Name of Bidder

.....  
Date

- \* MSCM Regulations: "in the service of the state" means to be –
  - (a) a member of –
    - (i) any municipal council;
    - (ii) any provincial legislature; or
    - (iii) the national Assembly or the national Council of provinces;
  - (b) a member of the board of directors of any municipal entity;
  - (c) an official of any municipality or municipal entity;
  - (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
  - (e) a member of the accounting authority of any national or provincial public entity; or
  - (f) an employee of Parliament or a provincial legislature.

\*\* "Stakeholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.



\*\*

**FORM A3: Record of Addenda to Tender Documents**

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

	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

.....  
**SIGNATURE**  
*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM A4: Banking Details**

I/We hereby authorize the Employer to approach the following bank for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of Bank	
Branch Name	
Branch Code	
Street Address	
Postal Address	
Name of Manager	
Telephone Number	
Fax Number	
Account Number	

.....  
**SIGNATURE***(of person authorised to sign on behalf of the Tenderer)*.....  
**DATE**



**FORM A6: Certificate of Authority for Joint Venture (if applicable)**

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 ..... , authorised 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.

**The tenderer shall attach to this page the Joint Venture agreement.**

NAME OF FIRM	PERCENTAGE PARTICIPATION	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner			Signature:
			Name:
CIDB registration no: .....			Designation:
Partner			Signature:
			Name:
CIDB registration no: .....			Designation:
Partner			Signature:
			Name:
CIDB registration no: .....			Designation:

**SIGNATURE:** .....  
*(of person authorised to sign on behalf of the Tenderer)*

**DATE:** .....

**FORM A7: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**CONTRACT NO WFS/001 APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION  
OF DEMARCATION, SIGNAGE AND WAYFINDING SIGNS ALONG PHASE 1C BRT ROUTE**

in response to the invitation for the bid made by:

JOHANNESBURG DEVELOPMENT AGENCY

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

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

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

- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**FORM A8: Particulars of all Contracts awarded by an Organ of State during the last 5 years (In the additional information in supplementary document)**

EMPLOYER	CONSULTING ENGINEER	NATURE OF WORK	V

.....  
**SIGNATURE**

*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**Organ of State means-**

- a) a national or provincial department;
- b) a municipality;
- c) a constitutional institution defined in the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- d) Parliament;
- e) a provincial legislature;
- f) any other institution or category of institutions included in the definition of "organ of state" in section 239 of the Constitution and recognized by the Minister by notice in the *Government Gazette* as an institution or category of institutions to which this Act applies.



**FORM A9: Fulfilment of the Construction Regulations, 2014**

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

- I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

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

- Proposed approach to achieve compliance with the Regulations

Own resources, competent in terms of the Regulations (refer to 3 below)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) - specify: ..... ..... .....	<input type="checkbox"/>

- Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

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

- Provide details of proposed training (if any) that will be undergone:

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

- Potential key risks identified and measures for addressing risks:

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

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.

(Tick)

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

.....  
**SIGNATURE**

*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM A10: Questionnaire on Tenderer’s Procedures with respect to the Occupational Health and Safety Act (OHACT) and Construction Regulations.**

- 1. Name of the employee to be appointed as Construction Manager [Construction Regulation 8(1)]  
.....
- 2. Names of the competent employees to assist the Construction Supervisor [Construction Regulation 8 (7)] .....
- 3. Names of the competent employees to assist Construction Supervisor [Construction Regulation 8 (8)]  
.....
- 4. Name of the person to be appointed to conduct base line and ongoing risk assessments [Construction Regulation 9 (1)] .....
- 5. Name of competent person to be appointed as occupational health and safety officer [Construction Regulation 8 (6)] .....
- 6. Will the employees to be appointed on the project be in possession of proof of health and safety induction training that will address the project specific risks and exposures [Construction Regulation 9 (1) (a)]? ..... Yes / No  
  
If no, what are the tenderer’s proposals for such training?  
.....
- 7. Are the tenderer’s tools, plant and equipment tested and inspected regularly i.e. daily for vehicles and equipment and at least weekly for other tools and hand tools in terms of safety compliance? ..... Yes/No  
  
If no, what are the tenderer’s proposals for such testing? .....
- 8. Will a dedicated supervisor be designated to manage the process to test and inspect all tools, plant and equipment? ..... Yes/No  
  
If no, what are the tenderer’s proposals for such designation? .....
- 9. What other measures will the tenderer take to comply with the OHSACT and the Construction Regulations? ..... Yes/No  
  
If no, what are the tenderer’s proposals to comply with this requirement? .....
- 10. Is the tenderer registered and in good standing with the Compensation Commissioner or duly approved compensation insurer? ..... Yes/No

.....  
**SIGNATURE**  
*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM A11: Business Declaration**

Tender/RFP Number : .....

Tender/RFP Description : .....

Name of Company : .....

Postal Address : .....

.....

Physical Address : .....

.....

Telephone : .....

Fax : .....

Contact Person : .....

Cell Phone Number : .....

E-Mail Address : .....

Company/enterprise Income

Tax Reference Number \*\* : .....

(Insert personal income tax number if a one person business and personal income tax numbers of all partners if a partnership)

VAT Registration Number : .....

Company Registration Number: .....

1. Type of Firm

- Partnership
- One person business/sole trader
- Close corporation
- Public company
- Private company

(Tick One Box)

2. Principal Business Activities

.....

.....

.....

3. Total number of years firm has been in business: .....

4. Detail all trade associations/professional bodies in which you have membership.

.....

.....

5. Did the firm exist under a previous name?

- Yes
  - No
- (Tick one box)

If yes, what was its previous name?.....

6. How many permanent staff members are employed by the

firm: Full Time: .....

Part Time: .....

7. What is the enterprise’s latest annual turnover (excl. VAT): R.....

8. List the personnel or firms who provide the following services:

SERVICE	NAME	CONTACT PERSON	TELEPHONE
ACCOUNTING			
LEGAL			
AUDITING			
BANKING			
INSURANCE			

**BANK DETAILS**

I/We hereby request and authorize you to pay any amounts which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/We understand that the credit transfers hereby authorized will be processed by computer through a system known as the “ACB Electronic Fund Transfer Service” and

I/We also understand that no additional advice of payment will be provided by my/our bank, but details of each payment will be printed on my/our bank statement or any accompanying voucher.

This authority may be cancelled by me/us giving 30 days notice in writing.

BANK: .....

BRANCH: .....

BRANCH CODE: .....

ACCOUNT NUMBER: .....

ACCOUNT HOLDER:.....

TYPE OF ACCOUNT: .....

**PLEASE INCLUDE ORIGINAL SIGNED AND STAMPED LETTER FROM THE BANK CONFIRMING THE COMPANY’S BANKING DETAILS, PHOTOSTAT COPIES AND LETTERS BEARING ELECTRONIC SIGNATURES WILL NOT BE ACCEPTABLE.**

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the company, affirms that the information furnished in response to this request for proposal is true and correct:

**SIGNATURE** : .....

**NAME IN FULL** : .....

**CAPACITY** : .....

**DULY AUTHORIZED TO SIGN ON BEHALF OF:** .....

**DATE** : .....

**FORM A12: MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**

**For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:**

1 Are you by law required to prepare annual financial statements for auditing?

**YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....  
.....

2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

**YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

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

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

**YES / NO**

3.1 If yes, furnish particulars

.....  
.....

4 Will any portion of goods or services be sourced from outside YES / NO the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

**YES / NO**

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME) .....**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



## FORM A13: MBD8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b>	Yes	No
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars: <input type="checkbox"/> <input type="checkbox"/>		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars: <input type="checkbox"/> <input type="checkbox"/>		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.7.1	If so, furnish particulars: <input type="checkbox"/> <input type="checkbox"/>		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) .....  
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
 DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE  
 TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
**Signature**

.....  
**Date**

.....  
**Position      Name of Bidder**

**FORM A14: COPY OF TAX CLEARANCE CERTIFICATE AND TAX COMPLIANCE PIN LETTER**

The tenderer shall attach to this page a current Copy of Tax Clearance Certificate and Tax Compliance Pin Letter which shall be obtained by the tenderer from SARS.

In the event of a joint venture each member shall comply with the above requirement.

.....  
**SIGNATURE**

*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM A15 (a): MUNICIPAL ACCOUNT**

The tenderer shall attach to this page a certified copy of the current Municipal Account in the name of the Tenderer or alternatively in the names of the Directors/Partners of the tendering entity.

In the event of a joint venture each member shall comply with the above requirement.

.....  
**SIGNATURE**  
*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM A15 (b): DECLARATION ON STATE OF MUNICIPAL ACCOUNTS**

A Any bid will be rejected if:  
Any municipal rates and taxes or municipal service charges owed by the bidder or any of the directors to the municipality or a municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months.

B Bid Information

i. Name of bidder:.....

ii. Registration Number:.....

iii. Municipality where business is situated  
.....

iv. Municipal account number for rates:.....

v. Municipal account number for water and electricity:.....

vi. Names of all directors, their ID numbers and municipal account number.

1. ....

2.....

3.....

4.....

5.....

6.....

7.....

C Documents to be attached.

- i. A copy of municipal account mentioned in B (iv) & (v) (Not older than 3 months)
- ii. A copy of municipal accounts of all directors mentioned in B(vi) (Not older than 3 months)
- iii. Proof of directors

I/We declare that the abovementioned information is true and correct and that the following documents are attached to this form:.....

.....

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

\_\_\_\_\_  
**Date**

**FORM A16: LETTER OF INTENT**

The tenderer shall attach to this page a Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the GCC pro-forma (refer C1.3).

.....

**SIGNATURE**

*(of person authorised to sign on behalf of the Tenderer)*

.....

**DATE**

**FORM A17: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8 (2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

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

## 2. Definitions

- 2.1. "bid" includes written price quotations, advertised competitive bids or proposals;
- 2.2. "bid price" price offered by the bidder, excluding value added tax (VAT);
- 2.3. "contract" means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. "Designated sector" means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. "Duly sign" means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. "imported content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. "Local content" means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. "Stipulated minimum threshold" means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Steel Products and Component for Construction	100%
Steel Value-added Products	100%
Plastic Pipes	85%
Electrical; Cables	100%
Portable Radios	60%
Fabricated structural steel	100%

## 4. Does any portion of the services, works or goods offered have any imported content? (Tick applicable box)

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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



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

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....
- (b) Practice number: .....
- (c) Telephone and cell number: .....
- (d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for thecdti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

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

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO.** .....

**ISSUED BY:** (Procurement Authority / Name of Municipality / Municipal Entity):  
 .....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

of .....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
  - (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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

Annex C

**Local Content Declaration - Summary Schedule**

- (C1) Tender No.
- (C2) Tender description:
- (C3) Designated product(s)
- (C4) Tender Authority:
- (C5) Tendering Entity name:
- (C6) Tender Exchange Rate:
- (C7) Specified local content %

Note: VAT to be excluded from all calculations

Pula  EU  GBP

**Calculation of local content**

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

**Tender summary**

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)
(C20) Total tender value	R -		
	(C21) Total Exempt imported content	R 0	
	(C22) Total Tender value net of exempt imported content	R 0	
	(C23) Total Imported content		R 0
	(C24) Total local content		R 0
	(C25) Average local content % of tender		

Signature of tenderer from Annex B

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

Annex D

\_\_\_\_\_

(D1) Tender No. \_\_\_\_\_  
 (D2) Tender description: \_\_\_\_\_  
 (D3) Designated Products: \_\_\_\_\_  
 (D4) Tender Authority: \_\_\_\_\_  
 (D5) Tendering Entity name: \_\_\_\_\_  
 (D6) Tender Exchange Rate: \_\_\_\_\_ Pula \_\_\_\_\_ EU \_\_\_\_\_ GBP \_\_\_\_\_

Note: VAT to be excluded from all calculations

**A. Exempted imported content**

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											R 0

**B. Imported directly by the Tenderer**

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											R 0

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

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											R 0

**D. Other foreign currency payments**

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					

Signature of tenderer from Annex B \_\_\_\_\_

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above \_\_\_\_\_ R 0

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

SATS 1286.2011

**Annex E**

--

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

<b>Note: VAT to be excluded from all calculations</b>
---

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

(E10)	<input style="width: 100%;" type="text"/>	(Tenderer's manpower cost)	<input style="width: 80%;" type="text"/>	R 0
(E11)		(Rental, depreciation & amortisation, utility costs, consumables etc.)	<input style="width: 80%;" type="text"/>	R 0
(E12)		(Marketing, insurance, financing, interest etc.)	<input style="width: 80%;" type="text"/>	R 0
		<b>(E13) Total local content</b>	<input style="width: 80%;" type="text"/>	R 0

**Signature of tenderer from Annex B**

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

**FORM B1: CIDB GRADING**

The tenderer shall attach to this page the proof of CIDB grading.

In the event of a joint venture each member shall comply with the above requirement.

.....  
**SIGNATURE**  
*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM B2: B-BBEE CERTIFICATE**

The tenderer shall attach to this page a valid originally certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.

.....  
**SIGNATURE**  
*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**



**FORM B3: SCHEDULE OF RECENTLY COMPLETED CONTRACTS OF A SIMILAR NATURE**

The Tenderer shall list below the last five civil construction contracts of a **similar nature** completed by the Tenderer. This information is material to the award of the Contract. The tenderer's past civil experience (pavements, roads, road marking and signage) in delivering projects of a similar nature and scale in city centres (high vehicular and pedestrian volumes) in the timeline specified will be assessed.

**The Tenderer is to include completion certificates for the listed completed contracts.  
(In the event of insufficient space, attach supplementary documentation)**

EMPLOYER (Name, Tel No and Fax No)	CONSULTING ENGINEER (Name, Tel No and Fax No)	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION

.....  
**SIGNATURE**  
*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM B4: SCHEDULE OF CURRENTS CONTRACTS**

The Tenderer shall list below the contracts not yet completed. This information is material to the award of the Contract.  
**(In the event of insufficient space, attach supplementary documentation)**

EMPLOYER (Name, Tel No and Fax No)	LOCATION	NATURE OF WORK	VALUE OF WORK	EXPECTED DATE OF COMPLETION

.....  
**SIGNATURE**  
*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM B5: SCHEDULE OF CONSTRUCTION PLANT AND EQUIPMENT**

The following are lists of Construction Plant and Equipment that I/We presently own or lease and will have available for this contract if my / our tender is accepted.

- (a) **Details of Equipment that is owned by me/us and immediately available for this contract.**

DESCRIPTION	QUANTITY	YEAR ACQUIRED

*Attach additional information in a supplementary document*

- (b) **Details of Plant & Equipment that will be hired, or acquired for this contract if my/our tender is accepted**

DESCRIPTION <i>(Type, size, capacity etc.)</i>	QUANTITY	HOW ACQUIRED	
		HIRE/BUY	SOURCE

*Attach additional information in a supplementary document after this page*

.....  
**SIGNATURE**  
*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM B6: SCHEDULE OF PROPOSED SUB-CONTRACTORS**

I/We hereby notify you that it is my/our intention to employ the following Sub-Contractors for work in this contract.

<b>NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS</b>	<b>NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED</b>	<b>PREVIOUS EXPERIENCE WITH SUBCONTRACTOR OR RECENT WORK EXECUTED BY THE SUB- CONTRACTOR</b>

.....  
**SIGNATURE**

*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM B7: PROPOSED KEY PERSONNEL**

The Tenderer shall list below the key personnel whom he proposes to employ on the contract should his offer be accepted, both at his headquarters and on the site, together with their qualifications, experience and positions held, same or equivalent to those submitted at panel constitution stage. **A proposed Project Organogram and Detailed Curriculum Vitae of proposed candidates are to be attached to this page**

LOCATION	DESIGNATION	NAME AND NATIONALITY OF PROPOSED CANDIDATE	SUMMARY OF QUALIFICATIONS & EXPERIENCE
<b>HEAD OFFICE</b>	Contracts Manager with minimum 10 years of experience as a Contracts Manager in major road works projects and registered as a professional construction manager (Pr CM/CPM) with the SACPCMP		
<b>SITE OFFICE</b>	Site Agent with minimum 10 years of experience as a Site Agent on major road works projects with minimum qualification of a B.Tech in the Built Environment		
	OHS officer: 5 years' experience as construction health and safety officer and has experience in major road works projects. Registered with SACPCMP as Construction Health and Safety Agent or equivalent		
	SMME Supervisor with minimum 10 years of experience in construction supervisory roles in road projects		
	General Foreman with a minimum of 10 years of experience as a General Foreman in road works projects.		

.....  
**SIGNATURE**

*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM B8: ESTIMATED MONTHLY EXPENDITURE**

The Tenderer shall state below the estimated value of work to be completed every month based on his preliminary programme and his tendered unit rates. \* ***The amounts for contingencies and Contract Price Adjustment must not be included.***

MONTH	VALUE *
1	R
2	R
3	R
4	R
TOTAL	R .....

.....  
**SIGNATURE**  
*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM B9: METHODOLOGY STATEMENT**

The tenderer shall attach to this page the detailed Methodology Statement for the works.

The bidder’s methodology will be evaluated in the context of the requirements of the proposed project.

Bidders are to note that the site is an occupied construction site; bidders are to take note of the traffic on the affected roads and local amenities (fire department, police station hospital), access must be provided at all times. There must be always adequate management and supervision of the site-based team, a full-time health and safety officer is a requirement of this contract. Construction methodology forms a critical part of the evaluation process. In line with the scope of work and tender drawings, bidders must submit the following:

- Method statement
- Schedule
- Sequencing of work
- Resource plan that captures daily production targets, sizes of proposed plant, etc.
- Quality Plan
- Demolitions – demolitions, excavations, and relocation of existing services
- Health and safety plan
- Traffic management/accommodation plan

.....  
**SIGNATURE**  
*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM B10: PRELIMINARY CONSTRUCTION PROGRAMME**

The tenderer shall attach to this page the preliminary Construction Programme for the works.

.....  
**SIGNATURE**  
*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**



**FORM B11: LABOUR AND PLANT HISTOGRAMS**

The tenderer shall attach to this page the labour and plant histograms for the works.

.....  
**SIGNATURE**  
*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM B12: FINANCIAL STATEMENTS**

The tenderer shall attach to this page the Audited Financial Statements for the past three years.

.....  
**SIGNATURE**  
*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM B13: BANK RATING**

The tenderer shall attach to this page a letter from the bank at which he declares he conducts his account. The contents of the bank's letter must state the credit rating that it accords to the tenderer for the business envisaged by this tender.

In the event of a joint venture each member shall comply with the above requirement.

.....  
**SIGNATURE**  
*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM B14: BILLS OF QUANTITIES**

An excel format Bill of Quantities has been included on the tender.

**The completed version of the electronic BOQ is to be printed out and each page must be signed by the Tenderer and attached to this form. There is no need for the Tenderer to handwrite the hard copy version of the BOQ.**

In the event of any discrepancy between the contents of the electronically priced schedule, the printout thereof and the electronically provided pricing schedule in Excel format, the contents of the signed printout pricing schedule provided as part of tender documentation shall be taken as the valid contents.

The signed printout of the Bill of Quantities shall be taken as the valid submission of the Bill of Quantities.

The above hard copies to be submitted are all designated to be “yellow” coloured pages.

.....  
**SIGNATURE**

*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**PART C1: AGREEMENT AND CONTRACT DATA**

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

**Offer**

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

**WFS/001– APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF DEMARCATION, SIGNAGE AND WAYFINDING SIGNS ALONG PHASE 1C BRT ROUTE**

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

By the representative of the Tenderer, deemed to be duly authorised, 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)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

**TENDERER:**

**WITNESS:**

Signature

Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Name and address of organisation:**

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

**Acceptance**

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

The terms of the contract, are contained in:

- Part C1                      Agreements and Contract Data, (which includes this 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 1 to 4 above.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed 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.

**EMPLOYER:**

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Name and address of organization:

JOHANNESBURG DEVELOPMENT AGENCY (PTY) LTD  
 NO. 3 HELEN JOSEPH STREET (FORMERLY PRESIDENT STREET)  
 NEWTOWN  
 JOHANNESBURG

**Schedule of Deviations**

**Notes:**

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

1 Subject .....

Details .....

.....

.....

.....

2 Subject .....

Details .....

.....

.....

.....

3 Subject .....

Details .....

.....

.....

.....

4 Subject .....

Details .....

.....

.....

.....

5 Subject .....

Details .....

.....

.....

.....

By the duly authorised representatives signing this Schedule of Deviations, 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 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.

**TENDERER:**

**EMPLOYER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Capacity

Name and address of organisation:

Name and address of organisation:

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

**WITNESS:**

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**CONFIRMATION OF RECEIPT**

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

the \_\_\_\_\_(day) of \_\_\_\_\_(month) \_\_\_\_\_(year)

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

**CONTRACTOR:**

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **C.1.2 CONTRACT DATA**

### **PART 1: DATA PROVIDED BY THE EMPLOYER**

#### **C1.2.1 CONDITIONS OF CONTRACT**

##### **C1.2.1.1 GENERAL CONDITIONS OF CONTRACT**

This Contract will be based on the “General Conditions of Contract for Construction Works, Third Edition, 2015”, issued by the South African Institution of Civil Engineering (abbreviated title: “GCC 2015”) is applicable to this Contract and is obtainable from [www.saice.org.za](http://www.saice.org.za).

It is agreed that the only variations from the GCC 2015 are those set out hereafter under “C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT”.

##### **C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT**

###### **C1.2.1.2.1 GENERAL**

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify, or supersede the GCC 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions of Contract hereafter are numbered “SCC” followed in each case by the number of the applicable clause or subclause in the GCC 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows the last clause number in the GCC 2015, and an appropriate heading.

###### **C1.2.1.2.2 AMENDMENTS TO THE GCC 2015**

###### **SCC 6.2 Security**

###### **SCC 6.2.1 Delivery of security**

In the last two lines of Clause 6.2.1, delete the words “the type of security for the due performance of the Contract, as selected in the Contract Data” and replace them with the words “a fixed performance guarantee as security for the due performance of the Contract in accordance with the Contract Data Part A: Data Provided by the Employer”.

Delete the entirety of Clause 6.2.2 and replace it with the following:

###### **SCC 6.2.2 Contractor failing to provide security.**

If the Contractor fails to provide the required fixed performance guarantee within the period

stipulated in the Contract Data, or if the performance guarantee shall differ substantially from the pro forma, it shall legally be deemed that the Contractor has selected a security of ten per cent retention of the value of the Works without limiting the Employer's right to terminate the Contract in terms of Clause 9.2."

### **SCC 6.2.3 Validity of performance guarantee**

Delete the entirety of the first sentence of Clause 6.2.3 and replace it with the following:

"The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion is issued."

### **SCC 6.8.2 Application of the Contract Price Adjustment Factor**

Contract price adjustment is not applicable to this contract.

### **Additional Special Conditions of Contract**

The following additional Special Conditions of Contract clauses SCC 1.1 and SCC 5.3 shall apply only in those circumstances where the Employer is required to apply for a construction work permit in terms of Construction Regulation 3(1):

#### **SCC 1.1 Definitions**

#### **SCC 5.3 Commencement of the Works**

Delete the entirety of Clauses 5.3.1, 5.3.2 and 5.3.3 and replace them with the following:

#### **"SCC 5.3.1 Commencement of the Works**

Upon the Employer's Agent's instruction, the Contractor shall, save as may be otherwise provided in the Contract, or be legally or physically impossible, commence carrying out the Works. Such instruction shall be provided not later than 14 days after the Commencement Date. Such instruction shall be subject to:

SCC 5.3.1.1 The timely submission by the Contractor, and approval by the Employer's Agent, of documentation required before commencing to carry out the Works and before the Employer applying for a permit to do construction work and approval of operational health and safety plan as set out in the Contract Data,

SCC 5.3.1.2 Application by the Employer for a permit to do construction work in terms of Regulations 3(1) and (2) of the Construction Regulations 2014, and

SCC 5.3.1.3 Receipt by the Employer of the permit to do construction work.

#### **SCC 5.3.2 Unacceptable documentation**

If the documentation referred to in Clause SCC 5.3.1 is not submitted within the number of days stipulated in the Contract Data from the date that the Agreement, made in terms of the

Form of Offer and Acceptance, comes into effect, or if such documentation is found to be unacceptable, the Employer may terminate the Contract in terms of Clause 9.2.

### **SCC 5.3.3 Time to instruct commencement of the Works.**

Where the Contractor delays the submission by the Employer of the application for a permit to do construction work and the occupational health and safety plan, such permit is not received within 14 days following the Commencement Date such that the Employer's Agent's instruction to commence carrying out the Works cannot be given, without prejudice to the Employer's rights to terminate the contract under Clause 9.2, the Employer's Agent shall delay issuing the instruction to commence carrying out the Works until such time as the permit to do construction work has been received. The Contractor shall have no entitlement under Clause 5.12 to an extension of time for Practical Completion. Where the permit to do construction work is not received within the 14-day period following Commencement of the Contract for reasons not attributable to the Contractor, the Employer's Agent shall delay the instruction to commence the Works and the Contractor shall be entitled to make a claim in accordance with Clause 10.1."

## **6.10 Payments**

### **SCC 6.10.4 Delivery, dissatisfaction with and payment of payment certificate**

In the first three lines of Clause 6.10.4, delete the word "days" and replace them with the words "working days".

**C1.2.2: CONTRACT DATA (Applicable to this contract)****PART A: DATA PROVIDED BY THE EMPLOYER**

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

**Clause 1.1.1.13**

The defects liability period is 12 months.

**Clause 1.1.1.14:**

The time for achieving Practical Completion is **Four (4) MONTHS**, exclusive of the 14-day period referred to in Clause 5.3.2 below, and exclusive of non-working days referred to in Clause 5.8.1 below and exclusive of special non-working days (Clause 5.8.1).

**Clause 1.1.1.15:**

The Employer is Johannesburg Development Agency, represented by the CEO and/or such person or persons duly authorized thereto by the Employer in writing and is referred to in this Contract Document by the terms "Employer" as the context provides.

**Clause 1.1.1.16**

The Engineer, referred to in the documents, is the firm of Consulting Engineers, BMK Engineering Consultants acting through a Director, an Associate or an official authorized thereto in writing. The name of the Engineer is: Mr. T. Ramjogi or their successors duly appointed by the Employer.

**Clause 1.1.1.26:**

The Pricing Strategy is a Re-measurement Contract.

**Clause 1.1.1.28**

*Replace with the following:*

"Scope of Work" means the document(s) containing the Standard Specifications, the Project/Particular Specifications, and the Drawings, that specifies and describes the Works, which are to be provided, and any other requirements and constraint relating to the way the work is to be performed.

**Clause 1.2.1.2**

Employers Address: 03 Helen Joseph Street  
Newton  
2000  
Email dtwala@jda.org.za

Engineers Address: Office F10, 33 Riley Road  
Pinewood Office Park, Woodmead  
4319  
Email admin@bmkgroup.co.za

**Clause 3.2.3:**

The Employer's Agent is required to obtain the specific approval of the Employer for any expenditure more than the Contract Price.

- a) Clause 6.3.2: Issue of **Variation Order**.
- b) Clause 4.4.4: The removal or addition of a QSE / EME subcontractor from or to the Works.

**Clause 4.3:****Clause 4.3.1**

The Ministerial Determination, Special Public Works Programme, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002 shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

*Add the following clause after Clause 4.3.2.:*

**Clause 4.3.3**

The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated there under.

An agreement is included in the Contract Document (C1.4 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timorously renewed in order that it remains in full force for the duration of the Contract.

**Clause 4.5.2**

Replace the term "Safety" with "Occupational Health and Safety".

**Clause 5.3.1:**

The Contractor shall commence executing the Works within 14 days from the Commencement Date.

Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the following specified items have been submitted and approved:

- (1) Health and Safety Plan (Refer to Clause 4.3) – to be approved by the client
- (2) Initial Programme (Refer to Clause 5.6)
- (3) Security (Refer to Clause 6.2)
- (4) Insurance (Refer to Clause 8.6)
- (5) Occupational Health and Safety Agreement (C1.4 of the Contract Document)
- (6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
- (7) Detailed methodology of how the contractor intends to implement the works and Quality Control Forms associated with each element of works to be constructed.

Furthermore, the Contractor must ensure that he obtains the necessary wayleaves to carry out

the Works within the servitudes of all Authorities with presiding jurisdiction within the bounds of the site. All costs associated with obtaining such wayleaves and conditions required thereof are for the Contractor's account and must be included in the rates.

**Clause 5.3.2:**

The time to submit the documentation required before commencement with Works' execution is 14 days from the Commencement Date.

**Clause 5.4.2:**

Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where ongoing use by the public is required.

*Add the following clause after Clause 5.4.3:*

**Clause 5.4.4:**

The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.

**Clause 5.5.1:**

The Works shall be completed within the time frame stipulated or tendered (if applicable) in Clause 1.1.1.14, exclusive of non-working and special non-working days and the year-end break and inclusive of the 21-day period referred to in Clause 5.3.1 above. (5 working days comprise one week.)

**Clause 5.6.2:**

The programme shall contain the following activities and or items as a minimum requirement:

- a) Testing and acceptance control
- b) As-built levels and drawings
- c) Date for Practical Completion
- d) Date for Completion
- e) Health & Safety Compliance Audits
- f) Environmental Compliance Audits

**Clause 5.8.1:**

The non-working days are Sundays.

The special non-working days are:

- (1) All gazette public holidays falling outside the year end break.
- (2) The year end break as per the Civil Engineering Industry Annual Shut-down published by SAFCEC ([www.safcec.org.za](http://www.safcec.org.za)).

It is a condition of this tender for the contractor to work during nighttime. A Written notice, with supporting particulars, shall be given to the Employers Agent at the commencement of the project for the works to be carried out during night-time.

**Clause 5.12.2.2:**

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.

January	8 days
April	7 days
March	7 days
April	4 days
May	2 days
June	1 days
July	2 days
August	3 days
September	4 days
October	7 days
November	8 days
December	8 days

Only in the case of days lost more than the above working days will the Engineer grant an extension of time for all full days (excluding Saturdays, Sundays, and special non-working days) on which the Engineer certifies that no work was possible due to inclement weather. All claims for extensions of time due to inclement weather submitted to the Engineer by the Contractor shall be accompanied by substantiating facts and evidence.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

Notwithstanding Clause 5.12.2.2 of the GCC (2015) or any of the above, the Client will only entertain an extension of time without financial remuneration. Should the contractor wish to allow for this, he shall do so in his rates.

**Clause 5.13.1:**

The penalty for failing to complete the Works at the Due Completion Date is **R5,000.00 per day**. The Contractor is to note that delay penalties, in addition to monies still owed to the Contractor (including retention monies) and the Guarantee, shall effectively be used to address additional costs incurred by the Employer, such as the Employer's Agent's construction monitoring fees and other service providers' fees and wayleave extension costs, as a result of the Works not being completed at the Due Completion Date.

**Clause 5.13.3:**

The penalty for failure, on the part of the Contractor, to submit any regular monthly report as set out elsewhere in this document on the 25th day of each month (or the previous workday for the applicable month) until the issue of the Certificate of Completion shall be subject to a penalty of R100.00 per report per day, until report is submitted, and which shall not be reversible.



**Clause 5.14.1:**

The requirements for achieving Practical Completion are all those for the Works to reach a state of readiness, fit for the intended purpose and occupation without danger or undue inconvenience to the Employer.

**Clause 5.16.3:**

The latent defects period is 10 years.

**Clause 6.2.1:**

The Deed of Guarantee is to be delivered to the Employer within 14 days of the Commencement Date. The security to be provided by the Contractor shall be a performance guarantee of 10% of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.3.

**Clause 6.5.1.2.3:**

The percentage allowance to cover overhead charges and profit shall not exceed 10%.

**Clause 6.8.2:**

Add the following to Clause 6.8.2:

The Contract Price will not be subject to contract price adjustment.

**Clause 6.8.3**

Price adjustments for variations in the costs of special materials are not allowed.

**Clause 6.10.1.5:**

The percentage advance on materials not yet built into the Permanent Works is 80%.

**Clause 6.10.3:**

The limit of retention money is 10% of the Contract Sum, of which 5% will be returned at reaching completion.

**Clause 8.6.1:**

The Contractor shall provide the insurances required in terms of clauses 8.6.1.1, 8.6.1.2 and 8.6.1.3 of the General Conditions of Contract.

**Clause 8.6.1.1.2:**

The value of Plant and materials supplied by the Employer to be included in the insurance sum is R 0.00 (Nil).

**Clause 8.6.1.1.3:**

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 10% of the value of repairing works.

**Clause 8.6.1.2:**

Special Risks Insurance issued by SASRIA is required.

**Clause 8.6.1.3:**

The limit of indemnity for liability insurance is R1 000 000.00 for any single claim – the number of claims to be unlimited during the construction and defects liability periods.

**Clause 8.6.1.5:**

In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:

- (a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) “Balance of Third Party” Risks including Passenger Liability Indemnity.

Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor’s Policies of Insurance.

The insurance policy held by the Contractor shall cover “wet risks” because a portion of the works will be in the confines of an existing river and storm water channel.

Professional Indemnity Insurance providing cover in an amount of not less than R1 000 000.00 in respect of each claim. This insurance shall remain in force after completion of this contract for a period of not less than 1 (one) year.

**Clause 8.6.6:**

The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an insurance broker’s warranty worded precisely as given in part C1.6 Insurance Broker’s Warranty.

**Clause 9.2.1:**

Add the following to Clauses after Clause 9.2.1.3.7:

The Contractor fails to provide the required guarantee and insurances within the prescribed time.

The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.

#### **9.2.1.3.9**

An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

#### **Clause 10.4.1:**

Dispute resolution is to first take place by means of an amicable settlement. The venue of all dispute resolution/determination shall be the Johannesburg Development Agency (JDA)'s offices in Newtown.

#### **Clause 10.4.1:**

If amicable settlement is unsuccessful, the dispute shall be resolved by adjudication.

#### **Clause 10.5.3:**

The number of Adjudication Board Members to be appointed is one.

#### **Clause 10.7.1:**

Unresolved disputes shall be referred to arbitration.

#### **Clause 11.1:**

It is a condition of Contract that a minimum of 30% of the Total Sum of Works, excluding "Section SANS1200A – Preliminary and General" and Provisional Sums cost, be subcontracted to local SMME "mini-BOQ" provided. The SMME's scope has been pre-measured, and a provisional sum allowed for. The Bidders are to provide a percentage of profit and attendance on these provisional sums. Upon commencement of the contract, the Contractor will issue "mini-BOQs" to prequalified SMMEs, who will then be requested to price the pre-identified SMME scope of works. Furthermore, it is a condition of this tender that the successful contractor is required to take full responsibility of managing all appointed sub-contractors and the quality of their works.

#### **Clause 11.2**

This Contract consist of Primary Scope of Works and Additional Scope of Works. The Employer may decide to add or remove the "Additional Scope" before appointment or after appointment of the Contract.

The Primary Scope of Works is quantified in Schedule A and the Additional Scope of Works in Schedule B. If the Additional Scope is added to the Contract the Contract Period will not change. The tenderer may price additional preliminary and general cost in Schedule B for additional resources that may be required to achieve this goal. The Contractor is not entitled to any other cost he may experience as set out in the provided bills of quantities in case the Employer adds or removes the Additional Scope from the Contract.

1 C1.2.2: CONTRACT DATA (Applicable to this contract)

2 **PART 2: DATA PROVIDED BY THE CONTRACTOR**

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR										
<p>1.</p> <p>Clause 1.1.1.9:</p> <p>Clause 1.2.1.2:</p>	<p><b>GENERAL</b></p> <p><b>Name of the Contractor:</b>                      .....                      .....                      .....</p> <p><b>Address of the Contractor:</b></p> <table border="0" style="width: 100%;"> <tr> <td style="text-align: center; width: 50%;"><u>Physical:</u></td> <td style="text-align: center; width: 50%;"><u>Postal:</u></td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> </table>	<u>Physical:</u>	<u>Postal:</u>	.....	.....	.....	.....	.....	.....	.....	.....
<u>Physical:</u>	<u>Postal:</u>										
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**C1.3 PERFORMANCE GUARANTEE**

**PRO FORMA PERFORMANCE GUARANTEE**

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

**1. GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means: .....

Physical address: .....

“Employer” means: .....

“Contractor” means: .....

“Employer’s Agent” means: .....

“Works” means: .....

“Site” means: .....

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

“Contract Sum” means: The accepted amount inclusive of tax of R .....

Amount in words: .....

“Guaranteed Sum” means: The maximum aggregate amount of R .....

Amount in words: .....

“Expiry Date” means: ..... or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

**2. CONTRACT DETAILS**

Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

**3. GUARANTOR’S LIABILITY**

3.1 The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.

3.2 The Guarantor’s period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer’s Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

3.3 The Employer’s Agent and/or the Employer shall advise the Guarantor in writing of the

date on which the Certificate of Completion of the Works has been issued.

#### **4. CONDITIONS APPLICABLE TO THIS PERFORMANCE GUARANTEE**

4.1 The Guarantor hereby acknowledges that:

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

4.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

4.2 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.2.1 to 4.2.3:

4.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.2.

4.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.2.1 and the sum certified has still not been paid.

4.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.2.

4.3 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

4.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 4.3; or

4.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 4.3; and

4.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

4.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.2 and 4.3 shall not exceed the Guarantor's maximum liability in terms of 3.1.

4.5 Where the Guarantor has made payment in terms of 4.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the

Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer’s bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

4.6 Payment by the Guarantor in terms of 4.2 or 4.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

4.7 Payment by the Guarantor in terms of 4.3 will only be made against the return of the original Performance Guarantee by the Employer.

4.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

4.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

4.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 3.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

4.11 This Performance Guarantee, with the required demand notices in terms of 4.2 or 4.3, shall be regarded as a liquid document for the purposes of obtaining a court order.

4.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates’ Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate’s Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate’s Court.

Signed at .....

Date .....

Guarantor’s signatory (1) .....

Capacity .....

Guarantor’s signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

**C1.4 Occupational Health and Safety Agreement**

THIS AGREEMENT between Johannesburg Development Agency (hereinafter called "the EMPLOYER") on the one part, herein represented by:

\_\_\_\_\_ in his/her capacity  
as \_\_\_\_\_

and \_\_\_\_\_ (hereinafter called "the Contractor") of  
the other part herein represented by

\_\_\_\_\_ in his/her capacity as  
\_\_\_\_\_

**WHEREAS** the EMPLOYER is desirous that certain works be constructed, being contract (No. and title to be inserted) and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the EMPLOYER and the Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993).

**NOW THEREFORE THIS AGREEMENT WITNESSED AS FOLLOWS:**

1. The Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good for the duration of construction, commencing from the handover of the site up to the end of the defects liability period.
3. Should the contract be terminated for any reason, this agreement shall lapse upon the date of termination.
4. The Contractor declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "the Act", together with its amendments thereto.
  - (b) All the requirements of the Construction Regulations hereinafter referred to as the "Regulations", together with any amendments thereto.
  - (c) The Health and Safety Specification of the EMPLOYER as pertaining to the Contractor and to all his subcontractors.
5. In addition to the requirements of the contract, the Contractor agrees to execute all the works forming part of this contract and to operate and utilise all machinery, plant and equipment in accordance with the Act and the Regulations.
6. The Contractor is responsible for the compliance with the Act and the Regulations by all his subcontractors, whether or not selected or nominated and/or approved by the EMPLOYER.
7. The Contractor warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the EMPLOYER upon signature of the agreement.



8. The Contractor undertakes to ensure that he and/or his subcontractors and/or their respective employees will at all times comply with the following conditions:
- (a) The Contractor undertakes to comply with all provisions of the Act and its Regulations.
  - (b) The Contractor will be obliged to report to the EMPLOYER on a regular basis regarding compliance by the Contractor with the Act and its Regulations.
  - (c) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour as well as to the EMPLOYER. The Employer will further be provided with copies of all written documentation relating to any incident.
  - (d) The EMPLOYER hereby records an interest in the issue of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Contractor and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

---

**for and on behalf of the Contractor who warrants to be duly authorised to do so**

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

**Designation:** \_\_\_\_\_

As witnesses:

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

---

**for and on behalf of the Employer who warrants to be duly authorised to do so**

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

**Designation:** \_\_\_\_\_

As witnesses:

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

**C1.5 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993**

THIS AGREEMENT is made between the Johannesburg Development Agency represented by the

\_\_\_\_\_ (hereinafter called the EMPLOYER of the one

part, herein represented by: \_\_\_\_\_

in his capacity as: \_\_\_\_\_

and \_\_\_\_\_

(Hereinafter called the CONTRACTOR) of the other part, herein represented by \_\_\_\_\_

\_\_\_\_\_ in his capacity

as: \_\_\_\_\_ duly authorised

to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

**CONTRACT No: WFS/001– CONSTRUCTION OF DEMARCATION, SIGNAGE AND WAYFINDING SIGNS ALONG PHASE 1C BRT ROUTE**

**AND WHEREAS** the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act No 181/1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the EMPLOYER'S AGENT from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

- 4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
  
- 5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at \_\_\_\_\_ for and on behalf of the

**CONTRACTOR** on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

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

NAME AND SURNAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_

WITNESS: \_\_\_\_\_

Thus signed at \_\_\_\_\_ for and on behalf of the

**EMPLOYER** on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

NAME AND SURNAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_

WITNESS: \_\_\_\_\_

**PART C2: PRICING DATA****C2.1 Pricing Instructions**

1. The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities. The method of measurement published by the South African Bureau of Standards in clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SANS 1200 standardised specifications"
2. The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.
3. Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.
4. Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
5. Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
6. The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
7. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.
8. The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.
9. The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.
10. Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual

item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil. The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

11. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment. The **Ordering of materials** is not to be based on the Bill of Quantities, but only on information issued for construction purposes.

12. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

13. The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
no	=	number
m <sup>2</sup> -pass	=	square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

14. A payment item in the schedule of Quantities / Bill of Quantities must allow the tenderers to price for compliance with OHSA and the Construction Regulations. This payment item must include for the erection of Visitors Indemnity Signs and for ensuring that visitors receive instructions and sign an indemnity declaration.

**PART C2: PRICING DATA**

**C2.2 Bill of Quantities / Schedule of Quantities**

Contract: WFS/001  
Part C2: Pricing Data  
Section C2.2: Bill of Quantities  
Preliminary and General

Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
	SANS 1200 A	<b>BILL NO 1</b> <b>PRELIMINARY AND GENERAL</b>				
		<u>Establishment on site</u>				
		The Contractor shall visit the Employers premises to inspect the area to be allocated to him and establish the cost to be paid to the Employer for such area for the duration of the construction, and include such charges in his tender pricing				
		The contractor shall allow for 50 percent of work to be undertaken during night time. This will be deemed to be included on the preliminary and general items under fixed charges, time related charges and occupational health & safety and traffic accomodation.				
		<b><u>FIXED-CHARGE ITEMS</u></b>				
1.1	PSA8.3.1	Contractual Requirements	sum	1		
	8.3.2	<u>Establishment of Facilities on Site</u>				
	8.3.2.1	<u>Facilities for the Engineer</u>				
1.2		(a,e,f,h ) Furnished offices, latrines and carports	sum	1		
1.3		(b) Cellphone (with data and minutes)	sum	1		
1.4		(c) Nameboards (2 No.)	no	1		
	8.3.2.2	<u>Facilities for the Contractor</u>				
1.5		(a) Offices and storage sheds	sum	1		
1.6		(e) Ablution and latrine facilities	sum	1		
1.7		(f) Tools and equipment	sum	1		
1.8		(g) Water supplies, power and communication	sum	1		
1.9		(h) Dealing with water (Sub-clause 5.5)	sum	1		
1.10		(i) Access (Sub-clause 5.8)	sum	1		
1.11		(j) Plant	sum	1		
1.12	8.3.3	Other fixed-charge obligations	sum	1		
1.13	8.3.4	Removal of Contractor's and Engineers site establishment on completion	sum	1		
	PSA 8.3.5	Occupational Health and Safety				
		The contractor shall: 1. Comply with the health and safety specification including legislated Covid-19 compliance measures for the works. 2. Prepare and agree with the health and safety consultant the health and safety plan for the works including night work. 3. Cooperate with the health and safety consultant in all respects				
1.14		4. Manage the compliance of all subcontractors with the regulations including legislated Covid-19 compliance measures and with the health and safety plan and specification 5. Conform to the conditions contained in the employer's health and safety specification	sum	1		
Carried Forward						



Contract: WFS/001  
Part C2: Pricing Data  
Section C2.2: Bill of Quantities  
Preliminary and General

Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
Brought Forward						
1.15	PSA8.3.6	Environmental Managemant Compliance with Environmental Management plan	sum	1		
<b><u>TIME-RELATED ITEMS</u></b>						
1.16	8.4.1	Contractual requirements Operation and maintenance of facilities on the Site for <u>the duration of construction</u>	sum	1		
.1 <u>Facilities for the Engineer</u>						
1.17		(a,e,f,h ) Furnished offices, latrines and carpports	sum	1		
1.18		(b) Cellphone	sum	1		
1.19		(c) Nameboards (2 No)	sum	1		
8.4.2 .2 <u>Facilities for the Contractor</u>						
1.20		(a) Offices and storage sheds	sum	1		
1.21		(e) Ablution and latrine facilities	sum	1		
1.22		(f) Tools and equipment	sum	1		
1.23		(g) Water supplies, power and communication	sum	1		
1.24		(h) Dealing with water (Sub-clause 5.5)	sum	1		
1.25		(i) Access (Sub-clause 5.8)	sum	1		
1.26		(j) Plant	sum	1		
1.27	PSA8.4.3	Supervision for duration of construction (Including supervision for SMME work in accordance with contract conditions)	sum	1		
1.28	8.4.4	Company and head office overhead costs for the duration of the contract	Sum	1		
1.29	8.4.5	Other time-related obligations	sum	1		
8.4.6 <u>Occupational Health and Safety</u>						
The contractor shall:						
1. Comply with the health and safety specification including legislated Covid-19 compliance measures for the works.						
2. Prepare and agree with the health and safety consultant the health and safety plan for the works including night work.						
3. Cooperate with the health and safety consultant in all respects						
4. Manage the compliance of all subcontractors with the regulations including legislated Covid-19 compliance measures and with the health and safety plan and specification						
5. Conform to the conditions contained in the employer's health and safety specification						
1.31	PSA 8.4.7	<u>Environmental Managemant</u> Compliance with Environmental Management plan	sum	1		
<b>BILL NO 1 PRELIMINARY &amp; GENERAL</b>						
<b>Carried forward to Summary of Bills</b>						<b>Total</b>

Contract: WFS/001

Part C2: Pricing Data

Section C2.2: Bill of Quantities

Provisional Sums and Prime Cost Items

Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
	SANS 1200 A	<b>BILL NO 2</b> <b><u>PROVISIONAL SUMS AND PRIME COST ITEMS</u></b>				
		<b>Note:</b> Expenditure under the following Provisional Sums is for work executed by the Contractor\Sub-contractor or Supplier during the construction phase of the contract. Values paid under these items shall be "nett values excluding discount and VAT" Invoices shall be supplied for each expenditure and attached to the payment certificates.				
	PSA8.5	<b><u>SUMS STATED PROVISIONALLY BY THE ENGINEER</u></b>				
		For work to be executed by the Contractor\Sub-contractor or Supplier and valued in terms of the "Valuation of Variations" clause in the Conditions of Contract.				
		<b><u>ALLOWANCES</u></b>				
		<u>Allowances</u>				
	8.5	(a) <u>Community requirements</u>				
2.1	PSA8.5.1	1 CLO remuneration	Prov sum	1	120 000.00	120 000.00
2.2		2 Overheads, charges and profit on above	%	120 000.00		
2.3	PSA8.5.2	3 Accredited training courses for selected local and other labourers	Prov sum	1	100 000.00	100 000.00
2.4		4 Overheads, charges and profit on above	%	100 000.00		
2.5	PSA.8.5.3	5 Wages and salaries of local and other labourers employed during training	Prov sum	1	30 000.00	30 000.00
2.6		6 Overheads, charges and profit on above	%	30 000.00		
	PSA8.5.4	7 Obtaining Wayleaves	Prov sum	1	25 000.00	25 000.00
2.8		8 Overheads, charges and profit on above	%	25 000.00		
	8.5	(b) <u>Engineers requirements</u>				
2.9	PSA8.5.5	1 Acceptance control testing	Prov sum	1	20 000.00	20 000.00
2.10		2 Overheads, charges and profit on above	%	20 000.00		
		<b><u>WORK TO EXISTING SERVICES</u></b>				
	8.5	(c) <u>Existing services</u>				
2.11	PSA8.5.6	1 Supply specialist equipment of detection of existing services, Protecting of existing services & excavation by hand in soft material to expose existing services	Prov sum	1	80 000.00	80 000.00
2.12		2 Overheads, charges and profit on above	%	80 000.00		
					Carried Forward	

Contract: WFS/001

Part C2: Pricing Data

Section C2.2: Bill of Quantities

Provisional Sums and Prime Cost Items

Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
Brought Forward						
<b><u>PRIME COST ITEMS</u></b>						
<b>Note:</b> Expenditure under the following Prime Cost Item is for material purchases by the Contractor in the execution of dayworks only. Values paid under these items shall be "nett values excluding discount and VAT" Invoices shall be supplied for each expenditure and attached to the payment certificates.						
<b>SMME Work</b>						
2.13	PSA8.5.7	(a) SMME Work	Prov Sum	1	2 970 000.00	2 970 000.00
2.14		(b) Overheads, charges and profit on above	%	2 970 000.00		
<b>Carried forward to Summary of Bills</b>					<b>Total</b>	

Contract: WFS/001

Part C2: Pricing Data

Section C2.2: Bill of Quantities

Dayworks and Temporary Works

Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
	SANS 1200 A	<b>BILL NO 3</b> <b><u>DAYWORKS AND TEMPORARY WORKS</u></b>				
	8.5.8	<b><u>DAYWORKS (Provisional)</u></b>  <b>Note:</b> Dayworks executed on instruction of the Engineer only. Supervision of dayworks is not payable under this section and is deemed to be included under Preliminary and General items in 1200A. Daywork sheets shall be delivered to the Engineer at the end of each day for approval, failing this, the Engineer will reject the dayworks.  <b><u>LABOUR</u></b>				
3.1		(a) Skilled	hr	45		
3.2		(b) Semi-skilled	hr	135		
3.3		(c) Un-skilled	hr	270		
		<b><u>PLANTHIRE (WORK RATES ON SITE)</u></b>				
3.4		a) LDV (1 ton)	hr	15		
3.5		b) Road Marking Machine	hr	30		
3.6		c) Plate compactors	hr	30		
3.7		d) Small & towable Concrete mixers	hr	30		
3.8		e) Portable diesel compressors (specify capacity)	hr	30		
		<b>MATERIALS FOR DAYWORKS</b>				
3.9		a) Materials supplied by the Contractor under Dayworks	Prov Sum	1	50 000.00	50 000.00
3.10		b) Mark-up on materials under item	%	50 000.00		
		<b>Temporary Works</b>				
	PSA8.5.9	Dealing with traffic (accomodation of traffic)				
3.11	PS11	(a) Accommodation of traffic during construction where work is constructed where public traffic needs to be accommodated during the construction	Sum	1.00		
		<b>BILL NO 3</b> <b><u>DAYWORKS AND TEMPORARY WORKS</u></b>				
		<b>Carried forward to Summary of Bills</b>			<b>Total</b>	

Contract: WFS/001

Part C2: Pricing Data

Section C2.2: Bill of Quantities

Site Clearance

Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
	SANS 1200 C	<b>BILL NO 4</b> <b>SITE CLEARANCE</b>				
		<b>DEMOLISH AND SPOIL MATERIAL OFF SITE</b>				
		Demolish and spoil material for structures, buildings, etc at a spoil site established by the Contractor				
	8.2.8	(a) <u>Sundry structures, etc</u>				
4.1		1 Asphalt surfacing not exceeding 40mm thick	m <sup>2</sup>	200		
4.2		2 Mass concrete structures	m <sup>3</sup>	30		
4.3		3 Reinforced concrete structures	m <sup>3</sup>	10		
4.4		4 150mm Thick concrete paving	m <sup>2</sup>	100		
4.5		5 Concrete kerbing (all types and sizes)	m	200		
4.6		6 Mass brickwork structures	m <sup>3</sup>	15		
		<b>WORK TO EXISTING ROAD AND SIDEWALK SURFACING</b>				
		<u>Note</u>				
		The following repairs to surfacing is measured provisionally and is not to be used for the repair to surfacing after installation of signage posts				
		The following repairs to surfacing is only to be used on instruction by the Engineer for special areas to be reconstructed				
	SANS 1200 MJ	<b>LIFTING EXISTING PAVING</b>				
	8.2.6	Lifting up existing paving blocks including neatly, stacking on site designated by the Engineer (to be re-used, and re-use measured elsewhere)				
4.7		1 60mm Interlocking paving	m <sup>2</sup>	100		
4.8		2 80mm Interlocking paving	m <sup>2</sup>	100		
4.9		3 50mm Clay brick paving	m <sup>2</sup>	100		
4.10		4 75mm Clay brick paving	m <sup>2</sup>	100		
	8.2.7	Lifting up existing paving blocks and spoil material at site established by the Contractor				
4.11		1 60mm Interlocking paving	m <sup>2</sup>	100		
4.12		2 80mm Interlocking paving	m <sup>2</sup>	100		
4.13		3 50mm Clay brick paving	m <sup>2</sup>	100		
4.14		4 75mm Clay brick paving	m <sup>2</sup>	100		
Carried Forward						

Contract: WFS/001

Part C2: Pricing Data

Section C2.2: Bill of Quantities

Site Clearance

Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
<b>Brought Forward</b>						
		<b><u>REINSTATEMENT OF EXISTING PAVING</u></b>				
	8.2.8	Take from stockpile on site existing paving blocks and reinstate in similar position, including levelling and compacting earthworks to 93% mod AASHTO density, supply and lay new 20mm riversand bedding and re-lay existing bricks, compacting and brooming in plastesand into joints on completion				
4.15		1 60mm Interlocking paving on sidewalks	m <sup>2</sup>	100		
4.16		2 80mm Interlocking paving on roads	m <sup>2</sup>	100		
4.17		3 50mm Clay brick paving on driveways	m <sup>2</sup>	50		
4.18		4 75mm Clay brick paving on roads	m <sup>2</sup>	50		
	<b>SANS 1200 DB</b>	<b><u>REPAIRING EXISTING ROAD SURFACES</u></b>				
	8.3.6.1	(a) Layerworks including extra over item 8.3.2 for careful excavation and stockpiling of materials for re-use, or replacing with new material, including all accommodation of traffic and bypasses, complete				
4.19		1 G5 gravel shoulders 150mm thick compacted to 93% mod AASHTO density	m <sup>3</sup>	40		
4.20		2 G7 selected layer 150mm thick compacted to 93% mod AASHTO density	m <sup>3</sup>	40		
4.21		3 C4 stabilised subbase layer 150mm thick compacted to 95% mod AASHTO density	m <sup>3</sup>	40		
4.22		4 G1 base layer 150mm thick compacted to 86% apparent density	m <sup>3</sup>	40		
		(b) Continuously graded medium asphalt, including prime and tack coat preparation				
4.23		1 25mm Thick	m <sup>2</sup>	400		
4.24		2 30mm Thick	m <sup>2</sup>	400		
4.25		3 40mm Thick	m <sup>2</sup>	400		
		<b><u>BILL NO 4 SITE CLEARANCE</u></b>				
<b>Carried forward to Summary of Bills</b>						
<b>Total</b>						

Contract: WFS/001

Part C2: Pricing Data

Section C2.2: Bill of Quantities

Segmented Paving

Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
	SANS 1200 MJ	<b>BILL NO 5</b> <b>SEGMENTED PAVING</b>				
		<b>ADDITIONAL ROAD AND SIDEWALK SURFACING</b>				
		<u>Note</u>  The following additional surfacing is measured provisionally and is not to be used for the repair to surfacing after installation of signage posts  The following additional surfacing is only to be used on instruction by the Engineer for special areas to be reconstructed				
		<b>EDGE RESTRAINTS</b>				
	8.2.1	.1 Cast-in-situ strength concrete 30Mpa/19mm edge beam size 150mm wide x 150mm high, wood floated on top, angle rounded edges and 10mm thick jointex expansion joints at 3m centres				
5.1		.1 Straight sections	m	1000		
5.2		.2 Circular sections	m	300		
		<b>INTERLOCKING PRECAST CONCRETE PAVING</b>				
	8.2.2	.1 Grey interlocking precast concrete paving blocks type SA, including all cutting of units to fit between edge restraints, laid on and including 20mm riversand ed, compacted and plastersand broomed into joints on completion				
		<u>Class 25 concrete paving blocks</u>				
5.3		.1 60mm To sidewalks	m <sup>2</sup>	500		
5.4		.2 60mm To islands	m <sup>2</sup>	500		
5.5		.3 80mm To roads	m <sup>2</sup>	500		
		<b>BILL NO 5</b> <b>SEGMENTED PAVING</b>				
Carried forward to Summary of Bills					<b>Total</b>	

Contract: WFS/001  
Part C2: Pricing Data  
Section C2.2: Bill of Quantities  
Ancillary Roadworks

Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
	SANS 1200 MM	<b>BILL NO 6 ANCILLARY ROADWORKS</b>				
		<b><u>PERMANENT TRAFFIC SIGNS ERECTED COMPLETE</u></b>				
		Tendered rates for the supply and installation of all signage shall allow for the removal and repair of roads, sidewalks, paving, etc including excavation for and include concrete footings, backfilling complete and spoiling of all excavated material and damaged surfacing material complete.				
	PSMM3	Sign faces with Painted Symbols, Characters, Legend, and Borders, and with Signboards Constructed from chroma deck steel (1.6 mm thick), regardless of area:				
		(a) Regulatory - Control signs				
6.1		1 R1	no	57.00		
6.2		2 R2	no	18.00		
6.3		3 R2.1	no	8.00		
6.4		4 R3	no	15.00		
6.5		5 R4.1	no	7.00		
6.6		6 R4.2	no	8.00		
		(b) Regulatory - Command signs				
6.7		1 R103	no	62.00		
6.8		2 R105	no	51.00		
6.9		3 R110	no	1.00		
6.10		4 R135	no	8.00		
6.11		5 R136	no	1.00		
		(c) Regulatory - Prohibition signs				
6.12		1 R210	no	65.00		
6.13		2 R211	no	4.00		
6.14		3 R212	no	32.00		
6.15		4 R213	no	56.00		
6.16		5 R218	no	3.00		
		(c) Regulatory - Reservation signs				
6.17		1 R305-P	no	28.00		
6.18		2 R534	no	2.00		
					Carried Forward	



Contract: WFS/001  
Part C2: Pricing Data  
Section C2.2: Bill of Quantities  
Ancillary Roadworks

Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
				Brought Forward		
		(d) Warning - Road layout signs				
6.19		1 W112	no	1.00		
6.20		2 W116	no	1.00		
6.21		3 W301	no	12.00		
6.22		4 W302	no	39.00		
6.23		5 W306	no	2.00		
		(e) Warning - Harzard marker signs				
6.24		1 W402	no	83.00		
6.25		2 W408	no	39.00		
6.26		3 W409	no	6.00		
		(f) Warning - Information signs				
6.27		1 IN4	no	2.00		
6.28		2 IN6	no	1.00		
	8.3.3	All Sign Supports				
6.29		b) Steel tubing - D shape 76 mm OD x 2mm wall thickness galvanised treated poles capped with 12 mm hole drilled 200 mm from bottom for a safety pin (200 mm long). Max 4 m high.	m	2 448.00		
6.30	8.3.4	Excavation and Backfilling and Concreting ( min 20MPa) for Sign Support	m <sup>3</sup>	122.40		
		<b><u>WORK TO EXISTING SIGNAGE</u></b>				
		<u>Note</u>				
		Tendered rates for the removal of all existing signage shall allow for the removal and backfilling holes and repair of roads, sidewalks, paving, etc and spoiling of all signage material excavated material and damaged surfacing material complete				
	8.3.7	Dismantle and re-erect road signs with surface area of				
6.31		(a) Up to 2m <sup>2</sup>	no	15.00		
6.32		(b) Exceeding 2m <sup>2</sup> up to 10m <sup>2</sup>	no	10.00		
6.33		(c) Exceeding 10m <sup>2</sup> up to 15m <sup>2</sup>	no	5.00		
	8.3.8	Dismantle and spoil off site road signs with surface area of				
6.34		(d) Up to 2m <sup>2</sup>	no	10.00		
6.35		(e) Exceeding 2m <sup>2</sup> up to 10m <sup>2</sup>	no	5.00		
				Carried Forward		

Contract: WFS/001  
Part C2: Pricing Data  
Section C2.2: Bill of Quantities  
Ancillary Roadworks

Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
Brought Forward						
6.36		(f) Exceeding 10m <sup>2</sup> up to 15m <sup>2</sup>	no	3.00		
	8.3.9	<u>Dismantle and spoil off site</u>				
6.37		(g) Wayfinding signs including posts	no	30.00		
	<b>SANS 1200 MM</b>	<b><u>SCHEDULED ITEMS FOR ROAD MARKINGS</u></b>				
	PS8.4.1	<u>1,5 mm Thick Thermo Plastic road marking applied according to manufacturers specifications</u>				
		a) <u>White lines ( broken or unbroken )</u>				
6.38		1 100mm Lines	km	40.00		
6.39		3 150mm Lines	km	25.00		
6.40		3 200mm Lines	km	15.00		
6.41		4 300mm Lines	km	10.00		
		b) <u>Yellow/ Red lines ( broken or unbroken )</u>				
6.42		1 100mm Lines	km	20.00		
6.43		2 150mm Lines	km	7.50		
6.44		3 200mm Lines	km	2.00		
6.45		4 300mm Lines	km	2.00		
		2,5 mm Thick Thermo Plastic road marking applied according to manufacturers specifications				
		1 100mm Lines	km	10.00		
		3 150mm Lines	km	12.00		
		3 200mm Lines	km	10.00		
		4 300mm Lines	km	5.00		
6.50		c) White characters and symbols	m <sup>2</sup>	680.00		
6.51		d) Yellow characters and symbols	m <sup>2</sup>	250.00		
6.52		(e) Traffic island markings (any colour)	m <sup>2</sup>	1 200.00		
6.53		(f) Bus lane markings 1000mm wide (red)	km	22.00		
		Road studs				
6.54	8.4.3	(Stimsonite plastic bi-directional road studs, epoxied to asphalt surface or Ferro Lynx stee body with shank)	no	600.00		
	8.4.4	Setting out and Premarking				
6.55		a) Lines (excluding traffic islands markings, characters, and symbols)	km	20.00		
Carried Forward						

Contract: WFS/001  
Part C2: Pricing Data  
Section C2.2: Bill of Quantities  
Ancillary Roadworks

Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
Brought Forward						
		<b><u>DIRECTION ARROWS ROAD MARKING</u></b>				
6.56		1 Yield sign ahead marking. Code: WM5.	no	20.00		
6.57		2 Mini circle marking sign. Code: RM15.	no	8.00		
6.58		3 Kerb marking. Code: GM8.	m	7 630.00		
6.59		4 2400mm High letters. Code: GM7.	no	950.00		
6.60		5 Statutory direction arrows 4000mm long. (WM 7 & RM8 series)	no	650.00		
		<u>General Markings</u>				
6.61		6 GM 3.1	no	5.00		
		6 GM 3.2	no	1.00		
6.63		7 GM 3.3	no	11.00		
6.64		8 GM 3.4	no	1.00		
6.65		9 GM 4.1	no	3.00		
6.66		9 GM 6.3	no	2.00		
		<b><u>WORK TO EXISTING ROAD MARKINGS</u></b>				
		<u>Sandblast to remove existing painted road markings</u>				
6.67		(a) All types	m <sup>2</sup>	340.00		
		<b>Rumble Block</b>				
6.68		(a) ACD - or other approved - composite rumble blocks no: A2014/00840 size 263 x 85 x 60mm high fixed to asphalt surfacing complete to manufacturers specification (4,25 blocks/m) of yellow colour	m	1500		
		<b>BILL NO 6 <u>ANCILLARY ROADWORKS</u></b>				
Carried forward to Summary of Bills					<b>Total</b>	

Contract: WFS/001  
Part C2: Pricing Data  
Section C2.2: Bill of Quantities  
Ancillary Roadworks

Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
	SANS 1200 MM	<b>BILL NO 7</b> <b>SMME - ANCILLARY ROADWORKS</b>  <b><u>PERMANENT TRAFFIC SIGNS ERECTED COMPLETE</u></b>  It is a condition of the Contract that a minimum of 30% of the Total Sum of Works, excluding "Section SANS1200A – Preliminary and General" and Provisional Sums cost, be subcontracted to local SMME contractors. Such work has been pre-identified in the following SMME "mini-BOQ".  The SMME's scope has been premeasured and a provisional sum allowed for in the attached Preliminaries and General trade. The bidders are to provide a percentage of profit and attendance on these provisional sums in the Preliminaries and General trade.  Upon commencement of the contract, the Contractor will issue the below "mini-BOQs" to prequalified SMMEs, who will then be requested to price the pre-identified SMME scope of works. Furthermore, it is a condition of this tender that the successful contractor is required to take full responsibility of managing all appointed sub-contractors and the quality of their works  Tendered rates for the supply and installation of all signage shall allow for the removal and repair of roads, sidewalks, paving, etc including excavation for and include concrete footings, backfilling complete and spoiling of all excavated material and damaged surfacing material complete.  It is to be specifically noted that the rates for items of work detailed below, to be executed by SMME's must be market related. Tenderers are to ensure that rates tendered for this portion of the works is to take into account all items that the main contractor would have allowed for in his normal course of pricing, i.e. materials, labour, wastage, profit, attendance, etc. all at applicable productivity rates. Tenderers are to ensure that all rate only items are to be priced.  <b>Rumble Block</b>  (a) ACD - or other approved - composite rumble blocks no: A2014/00840 size 263 x 85 x 60mm high fixed to asphalt surfacing complete to manufacturers specification (4,25 blocks/m) of yellow colour  Preliminary and General in relation to SMME works @ 10% of Bill no 7 only				
.1			m	1		Rate Only
			%	1	10%	Rate Only
		<b>BILL NO 7</b> <b>SMME ANCILLARY ROADWORKS</b>				
<b>Carried forward to Summary of Bills</b>					<b>Total</b>	

**JOHANNESBURG DEVELOPMENT AGENCY**  
 APPOINTMENT OF A CONTRACTOR FOR THE DESIGN AND CONSTRUCTION  
 OF WAYFINDING SIGNS ALONG PHASE 1C BRT ROUTE

**Summary of Bills**

Bill No.	Description	Amount ( R )
1	Preliminary and General	
2	Provisional Sums and Prime Cost Items	
3	Dayworks and Temporary Works	
4	Site Clearance	
5	Segmented Paving	
6	Ancillary Roadworks	
	<b>Subtotal: Total Construction Cost</b>	
	<b>Value Added Tax at 15%</b>	
	<b>Total Amount of Tender Carried Forward to Form of Offer and Acceptance</b>	

**PART C3: SCOPE OF WORK**

The Scope of the Work is set out in two portions:

**PORTION 1: PROJECT SPECIFICATION**

Covers a general description of the project, the facilities available and the requirements to be met.

**PORTION 2: VARIATIONS AND ADDITIONS TO THE STANDARDISED SPECIFICATIONS**

Covers variations to the standardised specifications and particular specifications, which are applicable to the contract. Should any requirement of the Project Specification conflict with any requirement of the standardised or particular specifications, the requirements of the Project Specifications shall prevail.

**PORTION 1: PROJECT SPECIFICATION COVERS A GENERAL DESCRIPTION OF THE PROJECT, THE FACILITIES AVAILABLE AND THE REQUIREMENTS TO BE MET.****PART C3: SCOPE OF WORK**

## 1.1 Description of the Works

- 1.1.1 Employer's objectives
- 1.1.2 Overview of the works
- 1.1.3 Extent of the works
- 1.1.4 Location of the works
- 1.1.5 Temporary works
- 1.1.6 Access
- 1.1.7 Accommodation of traffic
- 1.1.8 Working Hours

## 1.2 Engineering

- 1.2.1 Design services and activity matrix
- 1.2.2 Employer's design
- 1.2.3 Design brief
- 1.2.4 Drawings
- 1.2.5 Design procedures

## 1.3 Procurement

- 1.3.1 Requirements
- 1.3.2 Subcontracting – Special Conditions of Contract

## 1.4 Construction

- 1.4.1 Works specifications
- 1.4.2 Plant and Materials
- 1.4.3 Construction Equipment
- 1.4.4 Site establishment
- 1.4.5 Site usage
- 1.4.6 Permits and way leaves
- 1.4.7 Alterations, additions, extensions and modifications to existing works
- 1.4.8 Inspection of adjoining properties
- 1.4.9 Water for construction purposes

## 1.5 Management

- 1.5.1 Management of the works

## **PART C3: SCOPE OF WORK**

### **1.1 Description of the Works**

#### **1.1.1 Employer's objectives**

The Johannesburg Development Agency (JDA) is currently busy implementing the Reva Vaya BRT System. As part of the BRT Route Phase 1C wayfinding signs needs to be installed along the route to guide motorist and pedestrians using the BRT System including road paint markings and signage in specific areas.

The project is to be completed within **Four (4) months** of the Commencement Date.

The successful bidder must consider the utilization of local labour to maximize employment opportunities to the local community in line with the JDA requirements.

#### **1.1.2 Overview of the works**

The Contractor shall be responsible for provision and construction of the assigned Works including the construction of the various elements of works, the supply of materials, transport to site, unloading from road or rail, storage on site, site quality control and management, testing, painting and finishing to the satisfaction of the Engineer. Where the Works shall include (but is not limited to) the following components:

- familiarization
- Establishment on site
- Clearing of the site;
- Traffic Accommodation.
- Manufacturing of wayfinding road signs;
- Installation of wayfinding signs;
- Installation of demarcation rumble strips so separate mixed traffic from exclusive bus lanes
- Installation and re-programming of traffic signal bus heads where required
- Installation of road paint markings and signage (specific areas)
- Replacement of existing damaged wayfinding signs

#### **1.1.3 Extent of the Works**

The extent of the civil works includes but is not limited to the following:

- Demolition: Demolition and spoiling or stockpiling (as per instruction) of existing road signs and paving bricks, rocks, etc
- Services: Stormwater, sewer and water network where necessary.
- Construction of road signs to complete.
- Construction of road markings to complete.
- Accommodation of traffic.
- Installation of new traffic signals and signs
- Reinstatement of surfaces around sign poles

The Contractor is to allow for the coordination between his works and other Contractors appointed by the client and allow them access onto the site and use of adjacent land for construction, as and when required.

It is to be noted that 50 percent of the works may be deemed night-time and therefore the contractor is expected to make an allowance for night work on his preliminary and general items.



#### **1.1.4 Location of the Works**

The works of the project is located along Phase 1C Route of the BRT which extends from Sandton to Ghandi Square in Johannesburg CBD.

See attached drawings for details.

#### **1.1.5 Temporary Works**

The Contractor is to design, supply, construct, demolish and spoil at his own cost any temporary works required in order to carry out the construction works as required. Locating and establishment of the site camp site will be the Contractors responsibility.

The Contractor is required to adequately secure the Site during the contract period. Tenderers are to note the high crime rate in the vicinity of the Site and are to make an adequate provision for Site security, especially with regards to, but not limited to, survey poles, temporary signage, orange netting, hoarding, electrical reticulation (until contract completion), etc.

#### **1.1.6 Access**

Furthermore, it is a requirement of this Contract that the Contractor ensures that all residents have access to their properties after hours and on weekends; all businesses are to have access during business hours. The Contractor is to implement temporary measures / deviations as required in order to achieve this outcome. Prior to the implementation of any deviation, written permission for such deviations shall be obtained from the Engineer.

The Contractor shall advise all residents, community leaders and other stakeholders at least 2 weeks prior to the commencement of construction activities in an area. The Contractor is to employ a Community Liaison Officer in conjunction with the community structures in the area in order to achieve this outcome.

#### **1.1.7 Accommodation of traffic**

The Contractor shall ensure the safe accommodation of traffic at all areas where the work may impact traffic and shall provide all delineators, watching, lighting, signs and barricades required by the road authorities, and in accordance with the South African Road Traffic Signs Manual.

The section under construction must be completed to a point where the facility can be used safely by the general public without any obstacles (near practical completion).

#### **1.1.8 Working Hours**

The working hours (including lunch) per working day is 10 unless otherwise indicated in the Contractors programme. Due to the nature of the works, the contractor must take cognisance of night-time work to try and avoid disruption during busy, high traffic periods during the day. It is to be noted that 50 percent of the works may be deemed night-time and therefore the contractor is expected to include night work on his preliminary and general items. working hours may be subjected to change, pending contractors methodology. This will however require approval from JDA, JRA and other responsible authorities.

The contractor shall Not require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

## 1.2 ENGINEERING

### 1.2.1 Design services and activity matrix

- All internal design, drawing approval and drawing issue – Employers agent
- Temporary Works and Wayleaves - Contractor
- Completion of all works - Contractor
- Preparation of as-built data – Contractor

The Consultants are responsible for the design of all permanent works and not the temporary works utilized by the Contractor. The Contractor shall be solely responsible for ensuring the safety and efficacy of his designs for temporary works. For those portions of the work scheduled as 'Design and Build', the Consultant must still approve in writing all designs before construction commences, although this will not relieve the Contractor of his responsibilities relating thereto

### 1.2.2 Employer's design

All permanent works required for construction have been designed by Employer. The Contractor shall review and familiarize themselves with the design.

### 1.2.3 Design brief

The employer has briefed the consultants as to design requirements

### 1.2.4 Drawings

The drawings listed below are attached to give an overview of the project. Additional construction drawings will, be issued to the Contractor by the Engineer/ Employer on commencement date and thereafter from time to time as required.

The drawings that form part of the tender document are to be used for tender purposes only. On award of the Contract, the successful bidder will receive three (3) sets of unreduced paper prints of each drawing free of charge. Any additional prints will be for the account of the Contractor.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer shall supply all figured dimensions omitted from the drawings.

Any information in possession of the Contractor that the Engineer requires in order to complete his as-built drawings shall be supplied to the Engineer before a Certificate of Completion will be issued.

Drawing No.	Description	Size
JBRT-15E-RM-01	Road Signs & Markings Plan - Km 0 to 0.5	A1
JBRT-15E-RM-02	Road Signs & Markings Plan - Km 0.5 to 1.0	A1
JBRT-15E-RM-03	Road Signs & Markings Plan - Km 1.0 to 1.5	A1
JBRT-15E-RM-04	Road Signs & Markings Plan - Km 1.5 to 2.0	A1
JBRT-15E-RM-05	Road Signs & Markings Plan - Km 2.0 to 2.5	A1
JBRT-15E-RM-06	Road Signs & Markings Plan - Km 2.5 to 2.7	A1
JBRT-15E-RM-07	Road Signs & Markings Plan - Km 2.7 to 3.0	A1
JBRT-15E-RM-08	Road Signs & Markings Plan - Km 3.0 to 3.5	A1
JBRT-15E-RM-09	Road Signs & Markings Plan - Km 3.5 to 4.0	A1
JBRT-15E-RM-10	Road Signs & Markings Plan - Km 4.0 to 4.5	A1
JBRT-15E-RM-11	Road Signs & Markings Plan - Km 4.5 to 5.0	A1

JBRT-15E-RM-12	Road Signs & Markings Plan - Km 5.0 to 5.5	A1
JBRT-15E-RM-13	Road Signs & Markings Plan - Km 5.5 to 5.9	A1
JBRT-15E-RM-14	Road Signs & Markings Plan - Km 5.9 to 6.5	A1
JBRT-15E-RM-15	Road Signs & Markings Plan - Km 6.5 to 7.0	A1
JBRT-15E-RM-16	Road Signs & Markings Plan - Km 7.0 to 7.5	A1
JBRT-15E-RM-17	Road Signs & Markings Plan - Km 7.5 to 8.0	A1
JBRT-15E-RM-18	Road Signs & Markings Plan - Km 8.0 to 8.5	A1
JBRT-15E-RM-19	Road Signs & Markings Plan - km 8.5 to 8.6	A1
JBRT-15E-RM-20	Road Signs & Markings Plan - Km 8.6 to 9.1	A1
JBRT-15E-RM-21	Road Signs & Markings Plan - km 9.1 to 9.6	A1
JBRT-15E-RM-22	Road Signs & Markings Plan - Km 9.6 to 10.1	A1
JBRT-15E-RM-23	Road Signs & Markings Plan - km 10.1 to 10.6	A1
JBRT-15E-RS-01	Road Signs Details	A1

### 1.2.5 Design procedures

Where the Contractor is required to design any Sub-Contractor or specialist works, the relevant professional indemnity must be taken out at Contractor's costs. All shop drawings must be issued timeously for approval by Principal agent. A late issue of shop drawings by Contractors will not constitute a valid claim for extension of time.

## 1.3 PROCUREMENT

### 1.3.1 Requirements

The Contractor shall be required to adopt labour-based techniques through the full spectrum of the works with the provision that the Clients specific objectives regarding time and quality are not compromised. **Maximization of employment shall be of the essence on this contract.**

Together with their tenders, all Tenderers are required to submit a comprehensive **implementation plan** clearly stating the labour content and number of jobs that shall be created. The employment of labour shall be reflected in a programme in sufficient details to enable the Project Manager to monitor and compare it with the implementation plan. The Contractor shall be required to submit employment data on a monthly basis to the Project Manager.

**The Contractor and all sub-contractors will be required to pay labour rates which are in accordance with SAFCEC rates for the civil construction industry for unskilled workers.**

Should the contractor, at Works Completion, be in default by non-attainment of the abovementioned labour-intensive targets, the Employer shall have the right to, without prejudice of any other rights, apply a penalty of not exceeding 5% of the contract sum

**Tenderers are to also note that it is an explicit condition of this tender that all unskilled labourers on the project are to be employed from the local community. The Contractor shall in general, maximize the involvement of the local community.**

**The JDA reserves the right to reject bids that are deemed to be non-market related especially for the portion of works to be executed by the local SMME's.**

### 1.3.2 Subcontracting – Special Conditions of Contract

#### Participation and Advancement of Start-Up and Small and Micro Enterprises

The City of Johannesburg has identified job creation and access to procurement opportunities by Start-ups, Small and Micro enterprises (SMMEs) as an essential requirement towards building an economically viable City. In this regard the following definitions are applicable:

“Start-up Enterprises” means an enterprise that has been in existence and operating for less than two years.

“Small Enterprises” means an enterprise that has a CIDB grading designation of 1 or 2.

“Micro Enterprises” means an enterprise that has a CIDB grading designation of 3.

“Locally based SMMEs” means enterprises that have their operational base in the ward in which the project is to be executed or, alternatively, the members of the enterprise are resident in the particular ward. Should suitable locally based SMME Contractors as defined above not be available in the particular ward, then they shall be sourced from adjacent wards.

It is a condition of this tender that the successful Contractor is required to take full responsibility of managing all appointed subcontractors and the quality of their works. The Contractor will be expected to pay SMMEs full rates as submitted by the Contractor to the JDA.

The form of contract to be used with SMMEs is the SAFCEC General Conditions of Sub-Contract for Civil Works or a JDA approved form of contract. The Contract Data must record the specific requirements in respect of penalties, retention and payment. With regard to the

latter, the Contractor is to allow for fortnightly certificates from the SMMEs and for payment to the SMMEs to be effected within 7 days of certification.

In order to achieve the goals of this policy and to ensure that the SMMEs are treated fairly and given every opportunity to advance their business whilst delivering a successful project, the Contractor is to note the following and provide for any cost that may be associated therewith.

1. If appropriate, the SMME bill of quantities is to provide for market related P&G items in order that the SMME may be compensated for any unforeseen delays or events that impact on his ability to complete his works. **It is to be specifically noted that the rates for items of work to be executed by QSE / EME's must be market related. Tenderers are to ensure that rates tendered for this portion of the works is to take into account all items that the main contractor would have allowed for in his normal course of pricing, i.e. materials, labour, wastage, profit, attendance, etc. all at applicable productivity rates.**
2. The Contractor will be expected to have clearly specified the programme dates to the SMME Contractors and these dates are to be included in the contract of agreement between the two parties. The Contractor is to monitor the SMME Contractor's progress against the programme and hold progress meetings with the SMME Contractors where minutes are to be kept and signed off by both parties.
3. The Contractor is to assess the skills of the SMME Contractor and provide the relevant support and training where it is necessary in order for the SMME Contractor to complete the works to programme, budget and specification. The Contractor will be expected to provide on-site training to the SMME Contractors that will ensure that the SMME Contractor's staff is suitably trained to execute the works and that they receive sufficient relevant experience on the project.
4. The Contractor is responsible for safety compliance on the project and will assist the SMME Contractors in all aspects to achieve safety compliance, that will include:
  - a) Assisting the SMME Contractors with developing their safety files, legal appointments, etc
  - b) Assisting the SMME Contractors with achieving safety on site.
  - c) Having tool box talks with the SMME Contractor's employees on a daily basis.
  - d) Providing all safety equipment and signage.
  - e) Providing safety training where necessary.
5. The Contractor is to provide all the necessary equipment for the timeous monitoring and the checking of the quality of works as carried out by the SMME Contractors. The Contractor will be expected to monitor the SMME Contractor's works for quality compliance and provide all the necessary support to the SMME Contractors in order to achieve quality requirements. The Contractor is to ensure that if the SMME Contractor's quality of works does not achieve specification the Contractor will assist the SMME Contractors to achieve specification and not allow the works to continue until the quality requirements are achieved.
6. The Contractor is to generate monthly reports for the JDA that includes the following:
  - a) SMME Contractor resources on the site, i.e. supervisors, labour, plant tools and equipment
  - b) SMME Contractor progress of works on site.
  - c) SMME Contractor quality control on site.
  - d) SMME Contractor expenditure on the project versus target expenditure.
  - e) Copies of minutes of the SMME Contractor and Managing Contractor progress meetings.
  - f) Concerns and improvements to be made.

The Tenderers are to price the works to achieve full compliance with the above requirements. Failure of the Contractor to achieve these requirements may result in the JDA enforcing compliance by appointing 3rd parties, if necessary, to assist and deducting all reasonable costs for achieving compliance from money due to the Contractor.

Following from the above, the SMME's to be contracted on the project must be selected from the provided database which will be given to the successful bidder. The data base includes SMME that are youth, women owned, disabled and ex-combats. The Contractor will be expected to give preference to SMME's that comply with all/most of these groups. The Contractor will be expected to give preference to QSE / EME's that comply with all/most of these groups. The following information must be provided by said Contractor within 14 days of the commencement date of the contract.

1. Detailed approach and methodology on the employment of local QSE / EME's, including:
  - QSE / EME/s company name/s to be employed on the project;
  - QSE / EME contact persons;
  - Works to be executed by QSE / EME/s;
  - Programme (anticipated start, duration and end dates) applicable to the works defined in item above;
  - Estimated value of the works identified in item 4 above.
2. Detailed breakdown of tendered rates for QSE / EME activities, including:
  - Labour portion of the activity;
  - Equipment portion of the activity;
  - Materials portion of the activity;
  - Planned percentage of profit.

**The Tenderers are to price the works to achieve full compliance with the above requirements. Tenderers are to ensure that they allocate a dedicated individual to manage the QSE / EME's and fulfil the requirements stated above.**

### **1.3.3 Resource standard pertaining to targeted procurement**

The Resource Specification is for SANS 1914-4: Participation of targeted enterprises and targeted labour (local resources).

Targeted enterprises and targeted labour groups will be identified by the Community Liaison Officer, in consultation with the local Ward Councillor(s).

## 1.4 CONSTRUCTION

### 1.4.1 Works specifications

#### Applicable national and international standards

Although not bound in or issued with this document, the following standardised specifications shall form part of the Contract, and, notwithstanding the provisions of clause 2.2 SANS 1200A, the editions specified below will apply:

SANS 1200.

#### Particular / generic specifications

Works are to be carried out in accordance with the construction drawings and according to the Johannesburg Development Agency, Johannesburg Roads Agency and City of Johannesburg's norms and standards.

#### Certification by recognized bodies

None Applicable

### 1.4.2 Plant and Materials

The Contractor shall ensure that adequate plant and materials are procured and available as required in order to complete the works as specified in line with the contract programme. The Contractor shall supply a report to the Principal Agent on a fortnightly basis as to the plant and materials on site (or on order), and their utilization in relation to the construction programme.

### 1.4.3 Construction Equipment

The Contractor shall ensure that adequate construction equipment is available as required in order to complete the works as specified in line with the contract programme. The Contractor shall supply a report to the Principal Agent on a fortnightly basis as to the construction equipment on site and their utilization in relation to the construction programme.

### 1.4.4 Existing Services

The requirements of Section 1200A of the standard specifications as amended shall apply in this regard.

### 1.4.5 Site Establishment

Refer to "Section 1200A: Contractor's Establishment on Site and General Obligations: as amended and the information below.

Services and Facilities Provided by The Employer:

- Nil

Facilities Provided by the Contractor:

- The Contractor is to provide facilities, necessary to complete the project as specified.
- The contractor is to provide suitable hoarding to the entire site for the entire duration of the project to meet the Principal Agent's requirements. Including any necessary making good upon completion

Storage and Laboratory Facilities:

- The Contractor is to provide facilities, necessary to complete the project as specified.

**Other Facilities and Services:**

- The Contractor is to provide facilities, necessary to complete the project as specified.

**Vehicles and Equipment:**

- The Contractor is to provide vehicles and equipment necessary to complete the project as specified.

**Advertising Rights:**

- The Contractor may not place any advertising boards or the like on the site or in any public area without the express written permission of the employer.

**Notice Boards:**

- The Contractor must place a contract notice board outside his site camp as specified by the employer.

**Office Accommodation for Meeting Room:**

- The Contractor must provide a meeting room to accommodate a Maximum of 20 people.
- The meeting room is to be air-conditioned.
- Main Contractor must provide a workstation and storage area per SMME (Office base may be subdivided per SMME).

**1.4.6 Site Usage**

The Contractor will have unlimited access to the site; however, all construction activities are to comply with the City of Johannesburg's by laws. The accommodation of vehicular and pedestrian traffic on the site is to be always maintained.

The Contractor is to allow for the accommodation and diversion of pedestrian traffic in his preliminaries & general items all in accordance with the South African Road Traffic Signs Manual, The Occupational Health & Safety Act & The Construction Regulations as amended, including on-going liaison with the traffic authorities and management of traffic, alterations to kerbing and landscaping, barricading road entrances, temporary signage, dust screens, painting of lines, etc. The traffic accommodation proposal shall be approved by the Project Manager prior to the execution of the works.

The Contractor is to maintain temporary accesses to all businesses during business hours and to all residential properties outside of business hours. If the Contractor cannot maintain access to residents' properties for vehicular parking and the like, the Contractor is to provide alternative secure parking for residents at his own cost. Similarly, should residents be forced to park on the street due to construction activities, the Contractor shall provide security personnel to guard the residents' vehicles.

The cost hereof shall be included in the Contractor's preliminaries & general items.

**1.4.7 Permits and wayleaves**

The Contractor shall be responsible to obtain all the wayleaves required under this Contract. Contractors are to comply with the terms and conditions of the wayleaves as supplied by the various service provider departments. The EMPLOYER'S AGENT has applied for all the services from service provider departments and will forward the information to the Contractor on receipt of all the information, the Contractor shall then transfer said Wayleaves into the name of his/her company. The Contractor shall be responsible for all costs associated with establishing a site office including special permissions and or permits for the use of land.

**1.4.8 Alterations, additions, extensions, and modifications to existing works**

The works at tender stage are not finalised and are subject to change in their entirety.



### 1.4.9 Inspection of Adjoining Properties

Contractors are to ensure that adequate inspections of adjoining properties are carried out before construction commences (and records are kept thereof) to ensure that any claims received from adjoining properties due to damage can be dealt with decisively. The settlement of any claims in this regard shall be for the Contractors account and the Contractor is to ensure that he has the necessary 3rd party insurances in place as specified in this document. Photographs must be taken to document the inspection.

### 1.4.10 Water for Construction Purposes

The Contractor is to make his own arrangements for the supply of water for construction purposes and his own domestic usage. The same principle applies to electricity.

### 1.4.11 Survey Control and setting out of the works

Provision shall be made for a surveyor and survey equipment required to successfully set out the works and establish the required levels.

All survey work shall comply with TMH 11 "Standard Survey Guidelines issued by the Department of Transport".

Survey equipment and assistants

The Contractor shall, in accordance with the requirements of SABS 1200 AB (as amended) provide the following survey equipment for the exclusive use of the Engineer and his staff:

- 1 upright reading automatic level with tripod;
- 1 metric levelling staff with protective cover bag;
- 6 ranging rods;
- 1 100 metre Stilon tape measure;
- 1 ± 2 kg hammer.

Whenever reasonably required by the Engineer, the Contractor shall, in accordance with the requirements of SABS 1200 AB (as amended), make available to the Engineer or his representative, the following additional survey equipment:

- 1 tacheometer with tripod;
- 1 survey staff for tacheometer;
- 1 Distomat, complete with tripod, fully charged battery and all appurtenant accessories.

- Survey assistants

The Contractor shall, in accordance with the requirements of subclause 5.5 of SABS 1200 AB, make available to the Engineer, two (2) survey assistants.

### 1.4.12 Features requiring special attention

#### (a) Site maintenance

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner and shall keep the Site free from debris and obstructions.

#### (b) Testing and quality control

##### (I) CONTRACTOR TO ENGAGE SERVICES OF AN INDEPENDENT LABORATORY

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to

undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Engineer in deciding whether the quality of materials utilised and workmanship achieved by the Contractor comply with the requirements of the Specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Engineer or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Engineer with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

## (II) COSTS OF TESTING

### (a) Tests in terms of sub-clause 1.4.12(b)(I)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of sub-clause 1.4.12(b) (I), above shall be borne by the Contractor and shall be deemed to be included in the bided rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of sub-clause 1.4.12(b) (I).

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

### (b) Additional tests required by the Engineer

The costs of any additional tests required by the Engineer in terms of sub-clause 1.4.12(b) (I): Additional testing required by the Engineer, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

### (c) Subcontractors

All matters pertaining to subcontractors (including Selected Subcontractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Engineer will not become involved.

### (d) Up and closing down of designated borrow pits

Measurement and payment for opening up and closing down designated borrow pits, including removing and stockpiling overburden and restoring the Site, shall be made under item 8.3.4 of SABS 1200 D. This item applies to all borrow material required under this Contract.

The requirements of sub-clause 5.2.2.2 of SABS 1200 D regarding the opening up, maintenance and closing down of borrow pits shall be adhered to.

#### **(e) Access to properties**

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 8.1.2 of the Conditions of Contract.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the foregoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

#### **(f) Existing residential areas**

Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. The Engineer's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24 hours but not more than 48 hours in advance. Supplies shall be normalised by 16:00 on the same day.

#### **(g) Labour-intensive competencies of supervisory and management staff**

Contractor having a CIDB Contractor grading designation of 6SK and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards the skills programme.

The managing principal of the Contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a Contractor grading designation of 1CE/SK, 2CE/SK, 3CE/SK and 4CE/SK shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such Contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme, for the NQF level 2 unit standards or NQF level 4 unit standards.

#### **(h) Employment of unskilled and semi-skilled workers in labour-intensive works**

##### **(l) Requirements for the sourcing and engagement of labour**

- (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 1914-4, Participation of Targeted Enterprises and Targeted Labour (local resources)

- (2) The rate of pay for labourers shall be set at South African Federation of Civil Engineering Contractor rates.
  - (3) Tasks established by the Contractor must be such that:
    - (aa) the average worker completes 5 tasks per week in 40 hours or less; and
    - (bb) the weakest worker completes 5 tasks per week in 55 hours or less.
  - (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.
  - (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:
    - (aa) where the head of the household has less than a primary school education;
    - (bb) that have less than one full-time person earning an income;
    - (cc) where subsistence agriculture is the source of income;
    - (dd) those who are not in receipt of any social security pension income.
  - (6) The Contractor must provide monthly statistics to the Client indicating the number of new jobs created through this contract. This statistic must be provided with each monthly payment certificate using Councils electronic prescribed format, which will be provided by the Project Manager of this project to the successful bidder. **Failure to provide the required statistics Council may withhold payment.**
- (II) Specific provisions pertaining to SANS 1914-4

### **(1) Definition**

#### **Targeted labour:**

Individuals, employed by the Contractor in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

### **(2) Contract participation goals**

- a) The Contractor shall engage targeted labour and targeted enterprises directly in the performance of the contract to the extent that the total monetary value of such engagements, exclusive of any value added tax or sales tax required by law, expressed as a percentage of the net amount, is not less than the contract participation goal provided for in the contract.
- b) The Contractor shall submit details of his plan to achieve the contract participation goal on the contract participation goal implementation form contained in annex B, within five working day of being instructed to do so. If no such instructions are given, these plans shall be submitted before the submission of the first claim for payment.
- c) 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.

### **(3) Terms and conditions for the engagement of targeted labour**

Further to the provisions of clause 3.3.2 of SANS 1914-4, written contracts shall be entered into with targeted labour.

### **(4) Variations to SANS 1914-4**

- (aa) 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.
- (bb) 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.
- (III) Training of targeted labour
- (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.
  - (2) The cost of the formal training of targeted labour, will be funded by the provisional sum allowed for in Preliminary & General section of the Schedule of Quantities.
  - (3) The Contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.
  - (4) The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.
  - (5) 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 h (III) (4) above.
  - (6) Proof of compliance with the requirements of h (III) (1) to h (III) (5) must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

#### **(i) Employment of local labour**

It is the intention that this Contract should make maximum use of the SMMEs and local labour force that is presently under-employed. To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The employment of casual labour will be done in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, no 75 of 1997, as determined by the Department of Labour.

#### **(j) Monthly statements and payment certificates**

The statement to be submitted by the Contractor in terms of Clause 6.10 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal workings days from the date on which the Engineer

communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Subclause 6.10.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

#### **(k) Construction in restricted areas**

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices bid will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment nor any claim for payment due to these difficulties will be considered.

#### **(l) Notices, signs, barricades and advertisements**

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his bid rates.

The Engineer shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

#### **(m) Workmanship and quality control**

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bid for the related items of work. The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion increase this frequency where necessary to ensure adequate control. On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications

## 1.5 Management

### 1.5.1 Management of the Works

The Contractor is to provide suitably qualified and experienced personnel to manage the works. The Contractor will be expected to provide CV's of his proposed site management personnel for the Engineers review and approval.

Should the Employer's Agent believe that the proposed site personnel are not sufficiently qualified and/or experienced to do the works, be this at CV review, or later into the contract, then the Contractor will be expected to replace this person/s, or provide additional persons to manage the works, and that this will be done at the Contractors own expense.

Should the Contractor fail to follow this instruction, then the Engineer will be entitled to place the Contractor on notice to rectify the situation in terms of the contract.

### 1.5.2 Health and Safety

#### 1.5.2.1 Specification for Occupational Health and Safety in Construction Works Contracts

##### 1. Scope

This health and safety specification establish the overarching framework within which a Contractor is required to satisfy general requirements for occupation health and safety in an engineering and construction works contract.

##### Note:

- 1) This specification establishes general requirements to enable the employer and the Contractor to satisfy the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014.
- 2) The Construction Regulations, 2014, require the Construction Health and Safety Agent (OSHA) of an employer to stop any Contractor from executing construction work which is not in accordance with the Contractor's health and safety plan for the site or which poses a threat to the health and safety of persons.

## 2. Definitions

**Act:** The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

**Competent person:** any person having the knowledge, training and experience specific to the work or task being performed

**ergonomics:** the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimize human well-being and overall system performance

**hazard:** a source of or exposure to danger

**incident:** an event or occurrence occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which:

- a) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he is likely either to die or to suffer a

- permanent physical defect or likely to be unable for a period of at least 14 days either to work or to continue with the activity for which he was employed or is usually employed;
- b) a major incident occurred; or
  - c) the health or safety of any person was endangered and where-
    - I. dangerous substance was spilled;
    - II. the uncontrolled release of any substance under pressure took place;
    - III. machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or machinery ran out of control

**Health and safety plan:** a documented plan, which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified and observe covid 19 protocols.

**Health and safety specification:** a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons.

**Inspector:** a person designated as such under section 28 of the Act

**Major incident:** an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace

**Reasonably practicable:** practicable having regard to:

- a) the severity and scope of the hazard or risk concerned;
- b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;
- c) the availability and suitability of means to remove or mitigate that hazard or risk; and
- d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving therefrom;

**Risk:** the probability that injury or damage will occur

**Safe:** free from any hazard

**Scaffold:** any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both

**Specification data:** data, provisions and variations that make this specification applicable to a particular contract

**Structure:**

- a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any
- b) structure designed to preserve or alter any natural feature, and any other similar structure;
- c) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or



- d) any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two metres or more

**Substance:** any solid, liquid, vapour, gas or aerosol, or combination thereof

**Suitable:** capable of fulfilling or having fulfilled the intended function or fit for its intended purpose

### 3. Interpretation

- 3.1 The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.
- 3.2 Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.

## 4. Requirements

### 4.1 General requirement

- 4.1.1 The Contractor shall execute the works in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring.
- 4.1.2 The Contractor shall with respect to the site and the engineering and construction works that are contemplated:
- a) identify the hazards and evaluate the risks associated with such work constituting a hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act; and
  - b) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.
- 4.1.3 The Contractor shall as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with the respect to those hazards.
- 4.1.4 The Contractor shall ensure that all employees under his or her control are:
- a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
  - b) issued with proof of health and safety induction training issued by a competent person and carry proof of such induction when working on site.
- 4.1.5 The Contractor shall not allow or permit any employee to enter any site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

4.1.6 The Contractor shall ensure that each visitor to a construction site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:

- a) undergoes health and safety instruction pertaining to the hazards prevalent on the site; and
- b) is provided with the necessary personal protective equipment.

4.1.7 The Contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements.

4.1.8 The Contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

## **4.2 Health and safety representatives**

4.2.1 The Contractor shall appoint in writing one health and safety representative for every 50 employees of the contractor working on the site, whenever there are more than 20 employees on the site; to:

- a) review the effectiveness of health and safety measures;
- b) identify potential hazards and potential major incidents;
- c) in collaboration with his employer, examine the causes of incidents;
- d) investigate complaints by any employee of the Contractor relating to that employee's health or safety on the site;
- e) make representations to the Contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;
- f) inspect the site with a view to the health and safety of employees, at regular intervals;
- g) participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and
- h) participate in any internal health or safety audit.
- i) Participate in any internal health and safety.

4.2.2 The Contractor shall inform the relevant safety representative:

- a) beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
- b) as soon as reasonably practicable of the occurrence of an incident on the site.

4.2.3 The Contractor shall convene health and safety meetings whenever more than two health and safety representatives have been appointed for the site. These meetings shall be attended by all health and safety representatives and shall be convened at least once every month to:

- a) make recommendations to the employer regarding any matter affecting the health or safety of persons on the site; and
- b) discuss any incident on the site in which or in consequence of which any person was injured, became ill or died.

4.2.4 The Contractor shall consult with the health and safety committee on the development, monitoring and review of the risk assessment.

### 4.3 Appointment of construction supervisor and safety officers

- 4.3.1 The Contractor shall appoint a full-time competent employee designated in writing as the construction supervisor for the site, with the duty of supervising the performance of the work falling within the scope of the contract and may appoint one or more competent employees to assist the appointed construction supervisor.
- 4.3.2 A Contractor may have considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer in writing, who has in the Contractor's opinion the necessary competencies and resources, to assist the Contractor in the control of all safety related aspects on the site.
- 4.3.3 The Contractor shall ensure that the construction supervisor is in possession of the most recently updated version of the fall protection plan.
- 4.3.4 The Contractor shall ensure that the following activities, as relevant, are carried out under the supervision of a competent person and that such persons are appointed in writing:
- a) all formwork and support work operations;
  - b) excavation work;
  - c) demolition work;
  - d) scaffolding work operations;
  - e) suspended platform work operations;
  - f) operation of batch plants; and
  - g) the stacking and storage of articles on the site.

### 4.4 Risk assessment

- 4.4.1 The Contractor performing work falling within the contract shall, before the commencement of any such work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing. Such an assessment shall as a minimum:
- a) identify the risks and hazards to which persons may be exposed to;
  - b) analyse and evaluate the identified risks and hazards;
  - c) document a plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
  - d) provide a monitoring plan; and
  - e) provide a review plan.

**The risk assessment must also include the details of the risks associated with work to be performed during night-time.**

Note: A risk assessment is an important step in protecting workers as well as complying with the law. It helps you focus on the risks that really matter in a particular workplace – the ones with the potential to cause real harm. Workers and others have a right to be protected from harm caused by a failure to take reasonable control measures. The following four steps are recommended:

Identify the hazards by looking at what could reasonably be expected to cause harm, ask employees or their representatives what they think, obtain advice from trade associations or publications on health and safety, check manufacturer's instructions or data sheets for chemicals and equipment as they can be very helpful in spelling out the hazards and putting them in their true perspective, review accident and ill-health records, think about long-term hazards to health (e.g. high levels of noise or exposure to harmful substances) as well as safety hazards etc.

Identify who may be harmed and how by identifying how groups of people might be harmed i.e. what type of injury or ill health might occur.

Evaluate the risks and decide on precautions by doing everything 'reasonably practicable' to protect people from harm i.e. by looking at how things are done, what controls are in place and how the work is organised and comparing this against good practice to see if more can be done to bring practices up to standard. Consider if the hazard can be got rid of all together, and if not how can the risks be controlled so that harm is unlikely, e.g. try a less risky option (e.g. switch to using a less hazardous chemical); prevent access to the hazard (e.g. by guarding); organise work to reduce exposure to the hazard (e.g. put barriers between pedestrians and traffic); issue personal protective equipment (e.g. clothing, footwear, goggles etc); and provide welfare facilities (e.g. first aid and washing facilities for removal of contamination).

Record the findings by writing down the findings of the risk assessment.

4.4.2 The Contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

4.4.3 The Contractor shall require a competent person to prepare a fall protection plan in compliance with the requirements of the Construction Regulations.

4.4.4 Notwithstanding the provisions of the fall protection plan, the Contractor shall ensure that:

- a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
- b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;
- c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;
- d) fall prevention and fall arrest equipment is:
  - i. suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and
  - ii. securely attached to a structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall; fall arrest equipment is only used where it is not reasonably practicable to use fall prevention equipment; and

- iii. suitable and sufficient steps are taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.

4.4.5 Where roof work is being performed on a construction site, the Contractor shall ensure that it is indicated in the fall protection plan that:

- a) the roof work has been properly planned;
- b) the roof erectors are competent to carry out the work;
- c) no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;
- d) prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;
- e) the areas mentioned in paragraph (d) are to be barricaded off to prevent persons from entering;
- f) suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
- g) there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

4.4.6 The Contractor shall ensure that:

- a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
- b) no structure or part of a structure is loaded in a manner which would render it unsafe; and
- c) specification data prepared by the designer of the structure is taken into account in the risk assessment;

Note: The specification data provided by the designer should outline known or anticipated dangers or hazards relating to the works and make available all information required for the safe execution of the work. It should provide as relevant, geotechnical information (or make reference to reports provided in the site information), the loading the structure is designed to withstand, the methods and sequence of construction.

4.4.7 The Contractor shall cause every workplace in his undertaking to be lighted in accordance with the illuminance values specified in the schedule of regulations: Provided that where specialised lighting is necessary for the performance of any particular type of work, irrespective of whether that type of work is listed in the schedule or not, the contractor shall ensure that specialised lighting is available to and is used.

**4.5 Health and safety plans**

4.5.1 The Contractor shall prior to commencing the works to which this specification applies, submit to the employer for approval a suitable and sufficiently documented health and safety plan, based on this specification and the risk assessment that is conducted.

The health and safety plan shall as a minimum provide:

- a) the information contained in Table 1 in respect of each hazard associated with work falling within the scope of the contract (see table 1) and
- b) an outline of the manner in which the Contractor intends complying with the requirements of this specification.

**TABLE 1: EXAMPLE OF THE FORMAT OF HEALTH AND SAFETY PLAN**

What are the hazards?	Who might be harmed and how?	What are the safe work procedures for sites?	What further action is necessary (monitoring and review)?	Action by whom	Action by when

4.5.2 The Contractor shall discuss the submitted health and safety plan with the employer’s representative, modify such plan in the light of the discussions and resubmit the modified plan for approval.

4.5.3 The Contractor shall apply the approved health and safety plan from the date of commencement of and for the duration of the works to which this specification applies.

4.5.4 The Contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the employer, but at least once every month.

4.5.5 The Contractor shall update the health and safety plan whenever changes to the works are brought about.

**4.6 Subcontractors**

4.6.1 The Contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to perform the work falling within the scope of the contract safely. Such a subcontract shall require that the subcontractor shall:

- a) shall co-operate with the Contractor as far as is necessary to enable both the Contractor and sub-Contractor to comply with the provisions of the Act; and
- b) as far as is reasonably practicable, promptly provide the Contractor with any information which might affect the health and safety of any person at work carrying out work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

4.6.2 The Contractor shall provide any sub-Contractor who is submitting a tender or appointed to perform a sub-contract falling within the scope of the contract, with the relevant sections of this specification and associated specification data which might be pertinent to the sub-contract.

- 4.6.3 The Contractor shall take reasonable steps as are necessary to ensure:
- a) co-operation between all sub-Contractors to enable each of those sub-Contractors to comply with the requirements of the Act and associated regulations; and
  - b) that each sub-Contractor's health and safety plan is implemented.
- 4.6.4 The Contractor shall conduct periodic audits for compliance with the approved health and safety plan of each and every sub-Contractor working on the site at intervals agreed upon with such Contractors, but at least once per month.
- 4.6.5 The Contractor shall stop any Contractor from executing construction work which is not in accordance with the Contractor's or subcontractor's health and safety plan for the site or which poses a threat to the health and safety of persons.
- 4.6.6 The Contractor shall ensure that where changes to the works occur, sufficient health and safety information and appropriate resources are made available to the subcontractor to execute the work safely.
- 4.6.7 The Contractor shall ensure that:
- a) every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;
  - b) potential subcontractors submitting tenders have made provision for the cost of health and safety measures during the construction process; and
  - c) every subcontractor has in place a documented health and safety plan prior to commencing any work on site which falls within the scope of the contract.
- 4.6.8 The Contractor shall receive, discuss and approve health and safety plans submitted by subcontractors.
- 4.6.9 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.
- 4.6.10 The Contractor shall reasonably satisfy himself that all employees of subcontractors are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

The Contractor shall satisfy himself and ensure that all subcontractor employees deployed in the site are:

- a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
- b) issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working on site.

#### 4.7 Reporting of incidents

The Contractor shall notify the employer's representative of any incident as soon as possible after it has occurred and report such incidence to an inspector.

#### 4.8 Administration

##### 4.8.1 Notification of intention to commence construction work

The Contractor shall notify the Provincial Director of Labour in writing using a form similar to that contained in Annexure A of the Construction Regulations issued in terms of the Act before construction work commences and retain a copy of such notification in the health and safety file where such work:

- I. involves the demolition of a structure exceeding a height of 3m;
- II. involves the use of explosives to perform construction work;
- III. involves the dismantling of fixed plant at a height greater than 3m;
- IV. exceeds 30 days or will involve more than 300 person days of construction work; and includes:
  - V. excavation work deeper than 1m; or
  - VI. ii) working at a height greater than 3 m above ground or a landing.

##### 4.8.2 Health and safety file

**4.8.2.1** The Contractor shall maintain on site a health and safety file on site which contains copies of the following, as relevant:

- a) the notification made to the Provincial Director of Labour in terms of 4.4.1;
- b) the letters of appointment of health and safety representatives;
- c) the minutes of all health and safety meetings;
- d) a comprehensive and updated list of all the subcontractors (nominated, selected or domestic) employed on site by the Contractor, indicating the type of work being performed by such sub-Contractors;
- e) a copy of each and every subcontract agreement;
- f) the Contractor's health and safety plan;
- g) the health and safety plans of all the Contractor's subcontractors who are required to provide such plans;
- h) the recommendations made to the Contractor by the health and safety committee referred to in 4.2.3
- i) any report made to an inspector by the health and safety committee referred to in 4.2.3; and
- j) the findings of all audit reports made regarding the implementation of the Contractor's or a subcontractor's health and safety plan;
- k) proof that the Contractor and every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- l) the inputs of the safety officer, if any, into the health and safety plan;
- m) a copy of risk assessments made by competent persons;
- n) details of induction training conducted whenever it is conducted;
- o) proof of all subcontractor's induction training whenever it is conducted;
- p) letters of appointments for competent persons to supervise prescribed activities;
- q) proof of the following where suspended platforms are used:
  - I. certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;



- II. proof of competency of erectors;
  - III. proof of compliance of operational design calculations with requirements of the system design certificate;
  - IV. proof of performance test results;
  - V. sketches indicating the completed system with the operational loading capacity of the platform;
  - VI. procedures for and records of inspections having been carried out;
  - VII. procedures for and records of maintenance work having been carried out;
  - VIII. proof that the prescribed documentation has been forwarded to the provincial director;
- r) records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork; and
- s) the names of the first aiders on site and copies of the first aid certificates of competency.

**4.8.2.2** The health and safety file shall be made available for inspection by any inspector, subcontractor, employer's representative, employer's agent, health and safety representative or employee of the Contractor upon the request of such persons.

**4.8.2.3** The Contractor shall hand over the health and safety file to the employer upon completion of the contract together with a record of all drawings, designs, materials used and other similar information concerning the completed structure.

#### **4.9 First aid, emergency equipment and procedures**

The Contractor shall where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment.

The Contractor shall ensure that where there are more than 10 employees employed on the site that for every group of up to 50 employees at that workplace, at least one person is readily available during normal working hours, who is in possession of a valid certificate of competency in first aid.

**C3.2: Project Specification****PORTION 02: VARIATIONS AND ADDITIONS TO THE SABS 1200 STANDARDISED SPECIFICATIONS**

SABS 1200 A	:	General
SABS 1200 AB	:	Engineer's office
SABS 1200 C	:	Site Clearance
SABS 1200 DB	:	Earthworks (Pipe Trenches)
SABS 1200 MJ	:	Segmented Paving
SABS 1200 MM	:	Ancillary roadworks

This portion covers variations to the standardised specifications and particular specifications, which are applicable to the contract.

Should any requirement of the Project Specification conflict with any requirement of the standardised or particular specifications, the requirements of the Project Specifications shall prevail.

The following variations and additions to the SABS 1200 Standardized Specifications referred to above apply to this Contract. The prefix PS indicates an amendment to SABS 1200. The letters and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SABS 1200 to which the variation or addition thereto applies.

**SANS 1200A: CIVIL ENGINEERING CONSTRUCTION: PRELIMINARY AND GENERAL****PSA GENERAL****PSA 1 Scope****PSA 1.1 Ordering of materials**

Add the following sub clause:

“c) Ordering of materials: The quantities set out in the Schedule of Quantities have been determined from calculations based on the data available at the time and should therefore be considered to be only approximate quantities. The liability shall rest entirely and solely with the Contractor to determine before ordering, the required types and quantities of the various materials required for the completion of the Works in accordance with the Specification and the Drawings issued to the Contractor for construction purposes.

Any reliance placed by the contractor on the estimated quantities stated in the Schedule of Quantities issued for tendering purposes, or measurements made by the Contractor from the drawings issued for tendering purposes, shall be entirely at the Contractor’s risk, and the Employer accepts no liability whatsoever in respect of materials ordered by the Contractor on the basis of Tender Documents.”

**PSA 2 Interpretations****PSA 2.2 Applicable edition of standards**

Add at the beginning of Sub-clause 2.2:

"Unless a specific edition is specified (see the List of Applicable Specifications)"

**PSA 3 Materials****PSA 3.1 Quality**

Add to Sub-clause 3.1:

"All material used in the Works shall, where such mark has been awarded for a specific type of material, bear the SABS mark. Alternatively, the Contractor shall furnish the Engineer with certificates of compliance of materials, which bear the official mark of the appropriate standard.

All references to Standard Specifications are to the latest amendment to such specification."

**PSA 4 Plant**

Add to Clause 4:

**PSA 4.3 Usage of plant**

Except where the use of plant is essential in order to meet the specified requirements by the