



JOHANNESBURG DEVELOPMENT AGENCY (JDA)

UPGRADING OF GRADED ROADS TO ASPHALT IN FINETOWN PROPER 001 (PHASE 1)

CONTRACT No.: FP004

<p>ISSUED BY:</p> <p>JOHANNESBURG DEVELOPMENT AGENCY The Bus Factory 3 President Street (Helen Joseph Street) NEWTOWN 2000</p> <p>Contact Name: Humbelani Mudau Telephone: 011 688 7838 Email: hmudau@jda.org.za</p> 	<p>PREPARED BY:</p> <p>DITLOU CONSULTING Sanlynn Office Park Corner Alkantrand & Lynnwood Road Lynnwood Manor Pretoria 0081</p> <p>Contact Name: Eugene Malaza Telephone: 012 548 0196 Email: eugene@ditloucon.co.za</p> 
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NAME OF TENDERER:

CIDB REGISTRATION NUMBER:

CSD SUPPLIER NUMBER:

COMPANY REGISTRATION NUMBER:

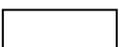
TAX VERIFICATION PIN:

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

This tender close at 12h00 on 21 October 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 BUILDING CONSTRUCTION

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

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 tool a resolution to adopt strategic interventions aimed at combatting fraud and corruption. The City took a decision to centralized the reporting of fraudulent and corrupt activities through the establishment of an independent fraud hotline which is managed by independent service providers

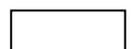
All people doing business with the Johannesburg Development Agency are encouraged to report any corrupt or illegal practice.

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
- E-Mail address:.....anticorruption@tip-offs.com
- Website:.....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

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 / Tax Verification Pin, 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. Lerato Ntuli on 011 688 7851

NOTES TO TENDERERS:

1. The Tender Document available for download contains the following:
 - The Full Tender Document including the Bill of Quantities
 - The returnables
 - Appendices

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 initialled and numbered by the tenderer) and in the following order:
 - Cover page
 - All returnables, and
 - Supporting documentation including the priced Bill of Quantities
 - Completed priced Bill of Quantities in excel format (on CD)The above will form part of the Contract document.

The tenderer is to submit the original plus one (1) hard 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 the 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

UPGRADING OF GRADED ROADS TO ASPHALT IN FINETOWN PROPER 001 (PHASE 1) CONTRACT No.: FP004

Contents

Number Heading

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	Construction Guarantee	(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	(White)
C2.2	Bills of Quantities	(White)

Part C3: Scope of Work

C3	Scope of Work	(Blue)
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Part C4: Site Information

C4	Site Information	(Green)
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Note: Documents 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 Cover Page and also the Form of Offer and Acceptance in Part C1.1	<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 Hard copy of BOQ completed in pen	<input type="checkbox"/>	<input type="checkbox"/>
ii Initialled on each page	<input type="checkbox"/>	<input type="checkbox"/>
iii Corrections crossed out and initialled	<input type="checkbox"/>	<input type="checkbox"/>
iv Electronic BOQ on CD	<input type="checkbox"/>	<input type="checkbox"/>
4. Returnable Documents and Schedules	<input type="checkbox"/>	<input type="checkbox"/>
i Authority to Sign Tender	<input type="checkbox"/>	<input type="checkbox"/>
ii Declaration of Interest	<input type="checkbox"/>	<input type="checkbox"/>
iii Record of Addenda to Tender Documents	<input type="checkbox"/>	<input type="checkbox"/>
iv Banking Details	<input type="checkbox"/>	<input type="checkbox"/>
v Proposed Amendments and Qualifications (if any)	<input type="checkbox"/>	<input type="checkbox"/>
vi Certificate of Authority for Joint Venture and Joint Venture Agreement (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
vii MBD 5: Declaration for Procurement above R10 million	<input type="checkbox"/>	<input type="checkbox"/>
viii MBD 8: Declaration of Bidder's Past Supply Chain Management Practices	<input type="checkbox"/>	<input type="checkbox"/>
ix MBD 9: Certificate of Independent Bid Determination	<input type="checkbox"/>	<input type="checkbox"/>
x Particulars of all Contracts awarded by an Organ of State during the last 5 years	<input type="checkbox"/>	<input type="checkbox"/>
xi Fulfilment of the Construction Regulations	<input type="checkbox"/>	<input type="checkbox"/>
Questionnaire on Tenderer's Procedures with respect to OHSA and		
xii Construction Regulations	<input type="checkbox"/>	<input type="checkbox"/>
xiii Business Declaration	<input type="checkbox"/>	<input type="checkbox"/>
xiv A valid Tax Compliance Status. 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.	<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 the names of the Directors/Partners of the tendering entity	<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)	<input type="checkbox"/>	<input type="checkbox"/>
xvii Proof of CIDB Grading	<input type="checkbox"/>	<input type="checkbox"/>
xviii A valid originally or certified copy of the B-BBEE status level	<input type="checkbox"/>	<input type="checkbox"/>

	verification certificate, substantiating the B-BBEE rating or an EME must submit a sworn affidavit,	<input type="checkbox"/>	<input type="checkbox"/>
xix	Schedule of Recently Completed Contracts	<input type="checkbox"/>	<input type="checkbox"/>
xx	Schedule of Current Contracts	<input type="checkbox"/>	<input type="checkbox"/>
xxi	Schedule of Construction Plant, Equipment and labour	<input type="checkbox"/>	<input type="checkbox"/>
xxii	Schedule of Proposed Subcontractors	<input type="checkbox"/>	<input type="checkbox"/>
xxiii	Schedule of Proposed Key Personnel and detailed Curricula Vitae of all Key Personnel	<input type="checkbox"/>	<input type="checkbox"/>
xxiv	Estimated Monthly Expenditure	<input type="checkbox"/>	<input type="checkbox"/>
xxv	Methodology Statement	<input type="checkbox"/>	<input type="checkbox"/>
xxvi	Preliminary Construction Programme	<input type="checkbox"/>	<input type="checkbox"/>
xxvii	Labour, Plant and Equipment Histograms	<input type="checkbox"/>	<input type="checkbox"/>
xxviii	Audited Financial Statements for past 3 years	<input type="checkbox"/>	<input type="checkbox"/>
xxix	Bank Rating	<input type="checkbox"/>	<input type="checkbox"/>
xxx	SMME Plan	<input type="checkbox"/>	<input type="checkbox"/>
xxxi	COIDA Letter of Good Standing	<input type="checkbox"/>	<input type="checkbox"/>

T1.1:Tender Notice and Invitation to Tender**UPGRADING OF GRADED ROADS TO ASPHALT IN FINETOWN PROPER 001 (PHASE 1)
CONTRACT No.: FP004**

The Johannesburg Development Agency invites Bidders to submit bids for the project called **UPGRADING OF GRADED ROADS TO ASPHALT IN FINETOWN PROPER 001 (PHASE 1)**, including the construction of road upgrades and the associated stormwater system.

The successful bidder will be expected to manage the component of emerging sub-contractors who will be responsible for executing portions of the work. It is a condition of the tender that 30% of the work must be allocated to Local spend.

It is estimated that the bidders should have a CIDB contractor grading designation of a minimum 5CE (or higher).

Joint ventures are eligible to submit tenders provided that they satisfy criteria stated in the tender data.

Documents may be downloaded from the JDA's website as follows: www.jda.org.za as well as on www.etenders.gov.za from the 07th of October 2022.

SCM Queries relating to procurement matters may be addressed to Lerato Ntuli at tel.: (011) 688 7851; or email: lnntuli@jda.org.za.

Technical queries or queries relating to the project may be addressed to Mr Humbelani Mudau at (011) 688 7838; or e-mail: HMudau@jda.org.za

**A compulsory site clarification meeting with the representatives of the employer will take place on the 14th of October 2022 at 11h00 on site, at the corner of Philips Ave and Wilson Street, at the open ground opposite the clinic. The google earth coordinates are as follows:
26°24'45.25"S, 27°51'45.51"E.**

The closing time for receipt of tenders is 12h00 on the 21th of October 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 downloaded from the stipulated websites. The retyping of the tender document is not permitted.

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

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

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”

PART T1: TENDERING PROCEDURES

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).

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	PART T1: TENDERING PROCEDURES T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data PART T2: RETURNABLE DOCUMENTS T2.1 List of Returnable Documents T2.2 Returnable Schedules
	The Contract	PART C1: AGREEMENTS AND CONTRACT DATA C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Construction Guarantee C1.4 Occupational Health and Safety Agreement
		PART C2: PRICING DATA C2.1 Pricing Instructions C2.2 Bill of Quantities
		PART C3: SCOPE OF WORK
		PART C4: SITE INFORMATION
F.1.4	Employer's Agent	Name: Eugene Malaza Address: Sanlynn Office Park Corner Alkantrand & Lynnwood Road Lynnwood Manor 0081 Tel: 012 548 0196 E-mail: eugene@ditloucon.co.za

F.2.1	Eligibility	<p>Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation of minimum 5CE (or higher) 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an 5CE (or higher).
F.2.1	Eligibility	<p>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.</p>
F.2.7	Clarification Meeting	<p>A compulsory site clarification meeting with the representatives of the employer will take place on the 14th of October 2022 at 11h00 on site, at the corner of Philips Ave and Wilson Street, on the open ground opposite the clinic. The google earth coordinates for the location are as follows: 26°24'45.25"S, 27°51'45.51"E.</p>
F.2.12	Alternative tender offers	<p>No alternative tender offers will be considered</p>
F.2.13.3	Number of copies of tender offers to be submitted to the Employer	<p>Parts of each tender offer communicated on paper shall be submitted as an original, plus one (1) copy.</p>
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 Street (formerly President Street) NEWTOWN JOHANNESBURG</p> <p>Identification details: <i>Tender reference</i></p> <p>UPGRADING OF GRADED ROADS TO ASPHALT IN FINETOWN PROPER 001 (PHASE 1)</p> <p>Closing Date: 21 October 2022</p> <p>Time: 12h00</p>
F.2.13.9	Telephonic	<p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will NOT be accepted.</p>
F.2.15	Closing time of tender offers	<p>The closing time for submission of tender offers is 12h00 on 21 October 2022.</p>

F.2.16	Tender offer validity	The tender offer validity period is 120 days .
F.2.20	Letter of Intent	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	Certificates	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> a) A copy of a valid Tax Compliance Status 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. b) 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. Copies must bear an original certification stamp. Failure to submit a B-BBEE status level certificate will result in the bidder scoring 0 points for B-BBEE”. c) An EME must submit a sworn affidavit confirming the following: <ul style="list-style-type: none"> • Annual Turnover Revenue of R10 million or less; and • Level of Black ownership • Any misrepresentation in terms of the above constitutes a criminal offence as set out in the B-BBEE Act as amended. d) Documents and Schedules listed in Part T2.
F.3.4	Opening of tender submissions	Tenders will be opened immediately after the closing time at 12h00 on 21 October 2022 .
F.3.11.3	Evaluation of Tender Offers	<p>The procedure for the evaluation of responsive tenders is Method 2 (Price and Preferences) having completed a technical evaluation. A risk analysis will be undertaken on the tenderer having the highest ranking / number of points to ascertain any unacceptable commercial risk to the JDA in line with the JDA’s risk tolerance framework;</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 below R50 million 80 points are assigned to price Up to 20 points are assigned to B-BBEE status</p> <p>For tenders of R50 million and above:</p> <ul style="list-style-type: none"> • 90 points are assigned to price • Up to 10 points are assigned to B-BBEE status <p>Points scored will be rounded off to the nearest 2 decimal places.</p>

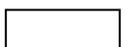
Minimum score required is 64(80%) points to progress to the price and preference points evaluation criteria					
Key returnable documents	Criteria	Description of criteria	Points	Scores	Comments
	Preliminary Programme (Concentrating/demonstrating point 1-5)	<ol style="list-style-type: none"> 1. Critical Path. 2. Testing and acceptance control dates. 3. Providing As-built levels and drawings. 4. Date of Practical Completion and Date of Completion. 5. Environmental and Health & Safety Audits. 	5		
	Method Statement (project specific)	<ol style="list-style-type: none"> 1. How the work will be executed. 2. Procedure on quality control, reporting and procedure to be followed until approval by Engineer. 3. Dust control. 4. Which approved spoil sites will be used. 5. How SMME's or General Local Labour will be utilised in the project. 	5		
	OHS Plan (concentrating on item 1-5)	<ol style="list-style-type: none"> 1. How safety will be observed during construction. 2. Observing COVID-19 protocols. 3. Provision of Personal Protective Equipment. 4. First aid and emergency procedures. 	5		

		5. Safety during movement of construction machines.			
	Traffic Accommodation Plan	<ol style="list-style-type: none"> 1. Traffic accommodation for all the streets to be implemented. 2. Access and access control to immediate properties. 3. Accommodating pedestrian activity. 4. Traffic considerations of schools and other institutions in the area. 5. Peak and off-peak traffic flows and ways to manage construction around these. 	5		
Company Experience	Criteria	Description of Criteria	Points		
Company experience and track record on urban roads and stormwater projects from R 6million and above.	Five (5) or More Projects completed	Points will only be allocated for urban roads projects with values from R 6million and above, completed in the past 5 years.	20		
	Three (3) – Four (4) Projects completed		10		
	One (1) – Two (2) Project completed		5		
Contactable reference on urban roads and stormwater projects from R 6million and above.	Five (5) or More Projects completed	Points will only be allocated for contactable references from previous clients of listed similar projects completed in the past 5 years.	20		
	Three (3) – Four (4) Projects completed		10		
	One (1) – Two (2) Project completed		5		
Experience of proposed key personnel	Criteria	Description of Criteria	Points		
Copies of qualifications including professional registration where	Contracts Manager with 10 years experience as a contract manager in urban	Points will only be allocated for experience on	4		

applicable are required for Contracts Manager, SMME Supervisor, Site Agent, and OHS Officer	roads and stormwater projects, with a minimum qualification Btech Civil Engineering and professional registration with SACPCMP or ECSA	roads and stormwater projects of the proposed key personnel			
	Site Agent with 10 years experience as a site agent on urban roads and stormwater projects, with a minimum qualification of a National Diploma in the built environment		5		
	SMME Supervisor with minimum 5 years of experience in construction supervisory role		4		
	OHS Officer with 5 years a construction health and safety officer and registered by the SACPCMP as a Construction Health and Safety Officer		4		
	General Foreman with minimum 10 years of experience as a foreman		3		
		Total Score	80		
Minimum score required is 64(80%) points					

The bidders needs to get a minimum of 64 points in order to move to the next evaluation criteria which is the Price and Preference point system.

Compliance / Disqualification Criteria	<p>BIDDERS WILL BE DISQUALIFIED FOR:</p> <ul style="list-style-type: none"> • FAILURE TO COMPLETE AND SIGN THE OFFER PAGE; • FAILURE TO COMPLETE AND SUBMIT A PRICED BILL OF QUANTITIES IN FULL; • 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; • FAILURE TO BE REGISTERED AND ACTIVE WITH CIDB ON THE RELEVANT GRADING; • COMPLETING TENDER DOCUMENT IN PENCIL; • IN THE CASE OF A BIDDER WHO DURING THE LAST FIVE YEARS HAS BEEN TERMINATED ON PREVIOUS CONTRACTS WITH THE JDA • FAILURE TO ATTEND THE COMPULSORY BRIEFING SESSION • UNSATISFACTORY PROGRESS ON THE CURRENT JDA PROJECTS • A BID WHICH IS RECEIVED AFTER THE CLOSING DATE AND TIME • FAILURE TO COMPLETE MBD6.2 FORM (FORM A17) LOCAL PRODUCTION AND CONTENT AS WELL AS ANNEXURE C.
Price and Preference	<p>Having completed a technical evaluation, the procedure for the evaluation of technically qualifying tenders is Method 2 (Price and Preferences).</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</p>



an overall score for the tender. The tenderer with the highest score will be considered for acceptance.

Points scored will be rounded off to the nearest 2 decimal places.

FORMULA FOR SCORING TENDER PRICE

The following formula will be used to calculate the points for price.

$$P_s = X \left[1 - \frac{(P_t - P_{min})}{P_{min}} \right]$$

Where

P_s = Points scored for comparative price of tender under consideration

P_t = Comparative price of tender under consideration

P_{min} = Comparative price of lowest acceptable tender

X = Points assigned to price

POINTS AWARDED FOR B-BBEE STATUS LEVEL

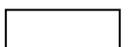
Points will be awarded for empowerment (BBBEE), in accordance with the Preferential Procurement Regulations 2017 published in Government Gazette No. 40553 dated 20 January 2017. The table overleaf is applicable in this regard:

The following table is applicable.

B-BBEE Status Level Of Contributor	Number of Points	
	Tenders up to R50 million	Tenders over R50 million
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-Compliant contributor	0	0

Notes:

1. "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).
2. 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. Copies must bear an original certification stamp. **FAILURE TO SUBMIT A B-BBEE STATUS LEVEL CERTIFICATE WILL RESULT IN THE BIDDER SCORING 0 POINTS FOR B-BBEE".**
3. An EME must submit a sworn affidavit confirming the following:
 - Annual Turnover Revenue of R10 million or less; and
 - Level of Black ownership
 - Any misrepresentation in terms of the above constitutes a criminal offence as set out in the B-BBEE Act as amended. Bidders with annual total revenue of R5 million or less qualify as Exempted and must submit a certificate issued by a registered auditor, accounting officer or an accredited verification agency. The submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and be in accordance



		<p>with notices published by the Department of Trade and Industry in the Government Gazette.</p> <ol style="list-style-type: none"> 4. 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. 5. 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. 6. 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. 7. 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>TOTAL PREFERENCE POINTS The total preference points for a tender are calculated with the formula $PP = P_s + P_{bee}$ where PP is the total number of preference points scored by the tenderer P_s is the points scored for the comparative price of the tenderer, and P_{bee} is the number of points awarded to the tenderer based on his certified B-BBEE status level</p>
	<p>Risk Tolerance</p>	<p>RISK TOLERANCE FRAMEWORK 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. In terms of the Risk Tolerance Framework, the JDA determine the risk exposure as excessive in instances where the value of the contracts is: 1) The greater of R80 million or four contracts/ projects in the current financial year or 2) The greater of R120 million or six contracts/projects over two financial years (current year and previous financial year). 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>Over and above the number of projects and values, bidders will be further evaluated on commercial risks which will include but not limited to the following: financial capability to undertake the project such as capital required to implement the project in line with CIDB s, poor performance on previous projects, available resources for the project, unduly high or unduly low tendered rates, significant arithmetical errors and omissions in the tender offer. The above may impact the outcome of the evaluation</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. Unsuccessful bidders will have the opportunity to query the award or decision within 14 days from the day of notification. Bidders are to note that JDA does not bind itself to accept the lowest priced bid.</p>
	<p>Conditions of contract award</p>	<p>Contracts will only be awarded if: a) A valid Tax Compliance Status is provided. 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.</p>

		<ul style="list-style-type: none"> 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; c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; 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; e) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; 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. g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. i) The tendering entity or the directors/partners of the tendering entity are in good standing with the local authority/municipality. j) No tender will be awarded to a bidder not registered on the National Treasury Central Supplier Database (CSD) k) Contracts Manager & OHS officer must be registered with SACPCMP at the time of award l) No tender will be awarded to a bidder who does not have a valid COIDA Letter of Good Standing
<p>F.3.18</p>	<p>Number of Paper Copies</p>	<p>The number of paper copies of the signed contract to be provided by the employer is 1 (one).</p>

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 Returnable Schedules required

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 and Joint Venture Agreement (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:** A copy of a valid Tax Compliance Status letter
- Form A13:** Declaration on State of Municipal Accounts and 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 A14:** Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the GCC pro-forma for a project up to 10% of the tender amount (refer C1.3)
- Form A15:** MBD5 Declaration for Procurement above R10 million (Vat Included)
- Form A16:** MBD8 Declaration of Bidders Past Supply Chain Management Practices
- Form A 17:** MBD6.2 Local Content
- Form B1:** Proof of CIDB Grading
- Form B2:** A valid originally or certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating or an EME must submit a sworn affidavit
- Form B3:** Proof of Previous Experience
- Form B4:** Schedule of Current Contracts
- Form B5:** Schedule of Construction Plant, Equipment and Labour
- Form B6:** Schedule of Proposed Subcontractors
- Form B7:** Schedule of Proposed Key Personnel and detailed CV's of all key personnel
- Form B8:** Estimated Monthly Expenditure
- Form B9:** Methodology Statement
- Form B10:** Preliminary Construction Programme
- Form B11:** Labour, Plant and Equipment Histograms
- Form B12:** Audited Financial Statements for past 3years
- Form B13:** Bank Rating
- Form B14:** SMME Plan
- Form B15:** COIDA Letter of Good Standing

Form B16: Bills of Quantities

T2.1.2 Returnable Documents and Schedules required for tender evaluation purposes

- Form of Offer and Acceptance
- Priced Bill of Quantities
- Form A3: Record of Addenda to Tender Documents (if applicable)
- Form A14: Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the GCC pro-forma for a project value equivalent to a CIDB 5 grading (refer C1.3)
- Form B2: A valid originally or certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating or an EME must submit a sworn affidavit
- Form B3: Proof of Previous Experience
- Form B7: Schedule of Proposed Key Personnel and detailed CV's of all key personnel
- Form B14: SMME Plan
- Form B15: COIDA Letter of Good Standing

T2.1.3 Documents that will be incorporated into the contract document

- Form of Offer and Acceptance
- Contract Data
- Pricing Instructions
- Priced Bills of Quantities
- 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)
- Approved construction programme
- Specifications
- Scope of works
- Site Information
- Approved schedule of subcontractors
- Approved schedule of key personnel with CV's
- Approved monthly expenditure
- Approved Occupational Health and Safety (OHS) Plan
- Approved SMME Plan
- COIDA Letter of Good Standing

T2.1.4 The preferred bidder will be required to submit the following documents, for approval by the JDA and its agents, prior to award of the Tender:

- Schedule of proposed sub-contractors
- Estimated monthly expenditure
- Methodology statement
- Detailed construction programme
- Labour, plant and equipment histograms
- A project specific OHS plan
- All relevant Construction guarantees and insurances
- SMME Plan

T2.2 RETURNABLE SCHEDULES AND DOCUMENTS**T2.2.1 Returnable Schedules required for tender evaluation purposes**

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 and Joint Venture Agreement (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 OHS and Construction Regulations
Form A11:	Business Declaration
Form A12:	A copy of a valid Tax Clearance Certificate and/or Tax Pin Number.
Form A13:	Declaration on State of Municipal Accounts and 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 A14:	Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the GCC pro-forma (refer C1.3)
Form A15:	MBD5 Declaration for Procurement above R10 million (Vat Included)
Form A16:	MBD8 Declaration of Bidders Past Supply Chain Management Practices
Form A 17:	MBD6.2 Local Content
Form B1:	Proof of CIDB Grading
Form B2:	A valid originally certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating or An EME must submit a sworn affidavit
Form B3:	Proof of Previous Experience
Form B4:	Schedule of Current Contracts
Form B5:	Schedule of Construction Plant, Equipment and Labour
Form B6:	Schedule of Proposed Subcontractors
Form B7:	Schedule of Proposed Key Personnel and detailed CV's of all key personnel
Form B8:	Estimated Monthly Expenditure
Form B9:	Methodology Statement
Form B10:	Preliminary Construction Programme
Form B11:	Labour, Plant and Equipment Histograms
Form B12:	Audited Financial Statements for past 3 years
Form B13:	Bank Rating
Form B14:	SMME Plan
Form B15:	COIDA Letter of Good Standing
Form B16:	Bills of Quantities

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)

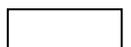
.....
DATE



FORM A2: DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 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, trustee, shareholder):
- 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

.....
Date

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



FORM A4: BANKING DETAILS

I/We hereby authorise 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

JOHANNESBURG DEVELOPMENT AGENCY (JDA)

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 authorise 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.

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

.....

SIGNATURE

DATE

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

JDA GCC

JOHANNESBURG DEVELOPMENT AGENCY (JDA)

FORM A7: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;or

- (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 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 event of insufficient space, kindly attach documentation)

EMPLOYER	CONTACT PERSON	CONTACT NUMBER	EMAIL ADDRESS	CONSULTING ENGINEER	NATURE OF WORK	VALUE OF WORK	YEAR COMPLETED

FORM A8 (Continued)

.....
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 recognised 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 5 of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) prior to appointing a Contractor in accordance with CR5(1)(k), the Employer must:

- CR5(1)(g) Ensure that potential Principal Contractors submitting tenders have made adequate provision for the cost of health and safety measures and;
- CR5(1)(g) Ensure that the Principal Contractor to be appointed has the necessary competencies and resources to carry out construction safely

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.

1. 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)

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

2. Proposed approach to achieve compliance with the Regulations

(Tick)

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"/>

3. 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):

.....

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

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

5. 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)

YES	
NO	

.....

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. Name of the employee to be appointed as Construction Supervisor [Construction Regulation 8(7)]
.....
- 3. Names of the competent employees to assist the 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

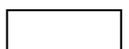
If no, what are the tenderer’s proposals for such testing?
- 8. Will a dedicated supervisor be designated to manage the process to test and inspect all tools, plant and equipment?.....Yes/No

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 the 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: SUBMIT A VALID TAX COMPLIANCE STATUS

The tenderer shall include as an attachment to their submission of valid Tax Compliance Status, which shall be obtained by the tenderer from the South African Revenue Service (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 A13: 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:.....
.....

D 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.

E 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.

F Documents to be attached.

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

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

.....

The tenderer shall include as an attachment to their submission a 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 A14: LETTER OF INTENT

The tenderer shall include as an attachment to their submission a Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the GCC pro-forma.

.....

SIGNATURE

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

.....

DATE

**FORM A15: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
MBD 5**

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?

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.

.....

YES / NO

.....

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 the 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 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 A16: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD 8

1 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? (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).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)? (To access this Register, enter the National Treasury's website, www.treasury.gov.za, 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).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
ITEM	QUESTION	YES	NO
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

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

MBD6.2

This Municipal Bidding Document (MBD) 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, 2011 and 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, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids 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 the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial> development/ip.jsp at no cost.

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

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

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:

Description of services, works or goods	Stipulated minimum threshold
---	------------------------------

Steel Products and Component for Construction	
Steel Value-added Products	_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.

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

<u>Currency</u>	<u>Rates of exchange</u>
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)

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 the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

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

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/industrialdevelopment/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: _____

WITNESS No. 1 _____

WITNESS No. 2 _____

FORM B1: CIDB GRADING

The tenderer shall include as an attachment to their submission 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 include as an attachment to their submission a valid originally certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating. An EME must submit a sworn affidavit confirming the following:

- Annual Turnover Revenue of R10 million or less; and
- Level of Black ownership
- Any misrepresentation in terms of the above constitutes a criminal offence as set out in the B-BBEE Act as amended.

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: PROOF OF PREVIOUS EXPERIENCE

NOTE FOR BIDDERS - CONTACTABLE REFERENCE

Note for Bidders:

The information is material to the award of the contract.

Points for previous experience will only be allocated if the following is met:

1. Only civil projects, completed in the past 5 years, with a minimum value of R 6million and above excluding VAT will be considered as previous experience
2. The above information must be given on the client letterhead, with contactable references that include a valid email address, name of person and designation.

A **minimum** of 5 projects are to be submitted.

.....
SIGNATURE

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

.....
DATE

JOHANNESBURG DEVELOPMENT AGENCY (JDA)

FORM B5: SCHEDULE OF CONSTRUCTION PLANT & 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

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

JDA GCC

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.

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

.....
Signature

.....
Date

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

JDA GCC



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.

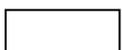
** The amounts for contingencies and Contract Price Adjustment must not be included.*

MONTH	VALUE *
1	R
2	R
3	R
4	R
5	R
6	R
	COMPLETION OF CONTRACT
TOTAL	R

.....
SIGNATURE

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

.....
DATE



FORM B9: METHODOLOGY STATEMENT

The tenderer shall include as an attachment to their submission the detailed Methodology Statement for the works.

The methodology must demonstrate how the contractor intends to sequence the works. The manner in which the contractor intends to allocate resources must be clearly spelt out. When assessing the methodology, congruency with the project schedule will also be examined.

Bidders are to note that the site is an occupied construction site; bidders are to take note of the traffic and access to shops/local properties/parking garages must be provided at all times. There must be adequate management and supervision of the site-based team at all times, 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 accommodation plan

.....
SIGNATURE

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

.....
DATE

FORM B10: PRELIMINARY CONSTRUCTION PROGRAMME

The tenderer shall include as an attachment to their submission the preliminary Construction Programme for the works.

Refer to Part C3 Section 1.1.7 for scheduling / traffic accommodation requirements and constraints.

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

.....
DATE

FORM B11: LABOUR, PLANT AND EQUIPMENT HISTOGRAMS

The tenderer shall include as an attachment to their submission the labour, plant and equipment histograms for the works.

.....
SIGNATURE

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

.....
DATE

FORM B12: FINANCIAL STATEMENTS

The tenderer shall include as an attachment to their submission the Audited Financial Statements for the past three (3) years.

.....
SIGNATURE

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

.....
DATE

FORM B13: BANK RATING

The tenderer shall include as an attachment to their submission 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: SMME PLAN

The tenderer shall include as an attachment to their submission a detailed SMME plan indicating how the SMME requirements will be achieved, as detailed in Part C3: Scope of Works. The SMME Plan must clarify the manner in which the bidder intends to manage, support and empower local SMME’s and contractors.

The SMME plan must detail (i) how quality will be controlled, (ii) how the scope of works will be scheduled (programme), (iii) how will skills be transferred, (iv) how will reporting to the client be done (content of reports, frequency etc.) and (v) a comprehensive list of all bill items which are to be allocated to SMME’s equivalent to 30% of the works.

It is to be specifically noted that the rates for items of work 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.

.....

SIGNATURE

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

.....

DATE

FORM B15: COIDA LETTER OF GOOD STANDING

The tenderer shall include as an attachment to their submission their COIDA Letter of Good Standing.

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 B16: BILLS OF QUANTITIES

The bills of quantities included in the tender documentation must be completed by hand in pen (hard copy).

An Excel version of the BOQ has also been included with the tender document. The completed Excel workbook must be submitted with the hard copy tender submission.

THE HAND-WRITTEN BILL OF QUANTITIES (hard copy) WILL TAKE PREFERENCE IN CASES WHERE THERE ARE DISCREPANCIES BETWEEN THE HAND-WRITTEN BILLS OF QUANTITIES AND THE ELECTRONIC COPY.

Of the information provided by the tenderer as part of his submission, e.g. Rates, the signed hard copy shall be taken as the valid submission

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:

CONTRACT NO.: FP004 FOR THE UPGRADING OF GRADED ROADS TO ASPHALT IN FINETOWN PROPER 001 (PHASE 1)

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

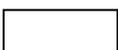
Capacity

Date

Date

Name and address of organisation:

JDA GCC



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 organisation:

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

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:

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

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition 2015, published by the South African Institute of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za.

CONTRACT SPECIFIC DATA

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

Clause	Data
1.1.1.13	The Defects Liability period is Twelve (12) months
1.1.1.14	The time for achieving Practical Completion is Six (6) months .
1.1.1.15	The name of the Employer is JOHANNESBURG DEVELOPMENT AGENCY .
1.1.1.16	The name of the Employer's Agent is DITLOU CONSULTING .
1.1.1.26	The Pricing Strategy is a remeasurement contract.
1.2.1.2	The address of the Employer is: Address (physical): 3 Helen Joseph Street (Formerly President Street), Newtown 2004 Address (postal): PO Box 61877, Marshalltown 2107 Contact person: Mr Humbelani Mudau Telephone: 011 688 7838 Facsimile: 086 665 3379 e-mail: HMudau@jda.org.za
1.2.1.2	The address of the Employer's Agent is: Address (physical): Office 19 East 202, Sanlynn Office Park, Corner Alkantrand & Lynnwood Road, Lynnwood Manor, Pretoria, 0081 Address (postal): Office 19 East 202, Sanlynn Office Park, Corner Alkantrand & Lynnwood Road, Lynnwood Manor, Pretoria, 0081 Contact person: Eugene Malaza Telephone: 012 548 0196 E-mail: eugene@ditloucon.co.za
3.2.3	The Employer's Agent shall obtain the specific approval of the Employer before carrying out any of his functions or duties according to the following Clauses of the General Conditions of Contract: a) Clause 6.3.2: Issue of Variation Orders . b) Clause 4.4.4: The removal or addition of a SMME subcontractor from or to the Works.

5.3.1	The documentation required before commencement with Works execution are: a) Health and Safety Plan (Refer to clause 4.3) b) Initial Programme (Refer to clause 5.6) c) Initial cash flow projection linked to the programme (Refer to clause 5.6.2.6) d) Security (Refer to clause 6.2) e) Insurance (refer to clause 8.6) f) Approach and methodology document for inclusion of SMME sub-contractors, including detailed breakdown of rates. As described in Section 1.3.2 in Part C3 – Scope of Works.
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 days from Site Handover Date .
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Work and Site Information, as well as other City of Johannesburg Service Authority appointed contractors, and in terms of all legislation, including the Construction Regulations 2015.
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
5.8.1	The non-working days are Sundays. The special non-working days are the official public holidays of the Republic of South Africa (which shall include public holidays set aside for voting purposes) and the industry year end break with effective dates published by the South African Forum of Civil Engineering Contractors (SAFCEC).
5.13.1	The penalty for failing to complete the Works at the Due Completion Date is 0.05% of the contract value 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.
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.
5.16.3	The latent defect period is 10 years .
6.8.2	The tenderer is to submit a fixed price tender (not subject to contract price adjustment).

6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The limit of retention money is 10% of the Contract Sum, to a maximum of 5% on the contract amount of which 5% will be returned at reaching completion.
8.6.1	The Contractor shall provide insurance of the works in terms of clause 8.6 of the GCC
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 20% of the Contract Sum.
8.6.1.5	The Contractor is to provide all additional insurances including for, but not limited to, his own employees, vehicles and equipment and plant not incorporated into the Works.
10.5.3	The number of Adjudication Board Members to be appointed is ONE .
10.7.1	The determination of disputes shall be by arbitration.

ADDITIONAL CLAUSES TO THE GENERAL CONDITIONS OF CONTRACT

5.12.2.2	A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals 15 days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.
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 work day 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.
11.1	It is a condition of Contract that a minimum of 30% of the Contract Value, excluding Preliminary and General and Provisional Sums cost, be subcontracted to local SMME contractors.
11.2	<p>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.</p> <p>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.</p> <p>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.</p>

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Data
1.1.1.9	The name of the Contractor is:
1.2.1.2	The address and contact details of the Contractor are:
	Address (physical):
	Address (postal): <hr/> Contact person: <hr/> Telephone: <hr/> Facsimile: <hr/> e-mail: <hr/> Facsimile: <hr/> e-mail:
6.2.1	The security to be provided by the Contractor shall be a Fixed Performance Guarantee of 10% of the Contract Sum and a 10% Retention will be deducted on each interim certificate, of which 5% will be returned at reaching Completion. The Performance Guarantee is to be worded as per the document included in C1.3.
6.5.1.2.3	The percentage allowance to cover overhead charges and profit is 10% .

.....
Signature

.....
Date

PART C1: AGREEMENT AND CONTRACT DATA

C1.3 PERFORMANCE GUARANTEE

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:

Type of Performance Guarantee: **Fixed**

“Expiry Date” means: Date of issue of Certificate of Completion, 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.

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.

PERFORMANCE GUARANTEE

1. VARIABLE PERFORMANCE GUARANTEE

1.1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.2 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R

(Amount in words)

1.1.3 From the day following the date of the said interim payment certificate 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, whichever occurs first:

R

(Amount in words)

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and 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.

2.3 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.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

1.1 The Guarantor hereby acknowledges that:

1.1.1 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;

1.1.2 its obligation under this Performance Guarantee is restricted to the payment of money.

1.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

1.2.1 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 3.2.2;

1.2.2 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 3.2.1 and the sum certified has still not been paid;

1.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

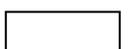
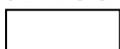
1.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling upon this Performance Guarantee, such demand stating that:

- 1.3.1 the Contract has been terminated due to the Contractor’s default and that this Performance Guarantee is called up in terms of 3.3; or
- 1.3.2 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 3.3; and
- 1.3.3 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.
- 1.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor’s maximum liability in terms of 1.1 or 2.1.
- 1.5 Where the Guarantor has made payment in terms of 3.3, 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.
- 1.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 1.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 1.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem 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.
- 1.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 1.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, 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.
- 1.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 1.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate’s 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 Magistrate’s Court.

Signed at _____

Date _____

Guarantor’s signatory (1) _____



Capacity _____

Guarantor's signatory (2) _____

Capacity _____

Witness signatory (1) _____

Witness signatory (2) _____

PART C1: AGREEMENT AND CONTRACT DATA

C1.4 Occupational Health and Safety Agreement

THIS AGREEMENT between Johannesburg Development Agency (JDA) (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 byin his/her capacity as

WHEREAS the Employer is desirous that certain works be constructed, being contract **FINETOWN PROPER - UPGRADING OF GRADED ROADS TO ASPHALT IN FINETOWN PROPER 001 (PHASE 1) - CONTRACT No.: FP004** 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. _____

PART C1: AGREEMENT AND CONTRACT DATA

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/her capacity as: and: (hereinafter called the CONTRACTOR) of the other part, herein represented by..... in his/her 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

UPGRADING OF GRADED ROADS TO ASPHALT IN FINETOWN PROPER 001 (PHASE 1) - CONTRACT No.: FP004

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 Amendment 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 CONSULTING ENGINEERS 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 the 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.....

SIGNATURE: _____

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 agreement is based on the General Conditions of Contract for Construction Works, prepared by the South African Institution of Civil Engineering, 2015. The additions, deletions and alterations to the General Conditions of Contract for Construction Works as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
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 ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -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. Occupational Health and Safety Act and Construction Regulations

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

Section	Description	Unit	Qty	Rate (R)	Amount (R)
	SECTION 1200 GENERAL REQUIREMENTS AND PROVISIONS				
B12.01	(a) Community Liaison Officer Remuneration	Prov sum	1	56 936.58	56 936.58
	(b) Overheads, charges and profit on B12.01 a) above	%	56 936.58		
	(c) Accredited EPWP training courses for selected local and other labourers	Prov sum	1	50 000.00	50 000.00
	(d) Overheads, charges and profit on B12.01 c) above	%	50 000.00		
	(e) Payment of labour wages while on accredited EPWP training courses	Prov sum	1	13350.40	13 350.40
	(f) Overheads, charges and profit on B12.01 e) above	%	13 350.40		
	(i) Site office consumables and personal protective equipment	Prov sum	1	5 500.00	5 500.00
	(j) Overheads, charges and profit on B12.01 i) above	%	5 500.00		
B12.02	(a) Locating existing services	Prov sum	1	40 000.00	40 000.00
	(b) Overheads, charges and profit on B12.02 a) above	%	40 000.00		
	(c) Relocating existing services	Prov sum	1	40 000.00	40 000.00
	(d) Overheads, charges and profit on above	%	40 000.00		
	SECTION 1200 GENERAL REQUIREMENTS AND PROVISIONS				
Total Carried Forward To Summary Of Schedules					

CONTRACT NO.: FP004

FINETOWN PROPER: ROAD D (431m) AND SIMMONDS & WILSON STREET (639m)

Section	Description	Unit	Qty	Rate (R)	Amount (R)
13.01	SECTION 1300 CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
	The Contractor's general obligations				
	(a) Fixed obligations	Lump sum	1		
	(b) Value-related obligations	Lump Sum	1		
	(c) Time-related obligations	Lump Sum	1		
B13.02	Compliance with Occupational Health and Safety Act (Act 85 of 1993) and its regulations and with the Employers Health and Safety Specification	Months	6		
	(b) Compliance with Environmental Management plan	Months	6		
	SECTION 1300 CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
	Total Carried Forward To Summary Of Schedules				

Section	Description	Unit	Qty	Rate (R)	Amount (R)
	SECTION 1400 HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEERS SITE PERSONNEL				
B14.01	Office and laboratory accommodation:				
	(a) Interior floor space only	m ²	15		
	(e) Ablution units	m ²	12		
14.02	(a) Chairs	No.	2		
	(d) Desk complete with drawers and locks	No.	1		
	(f) Conference tables	No.	1		
14.03	(a) Items measured by number:				
	(i) 220/250 volt power points	No.	3		
	(iii) Double 80 watt fluorescent-light fitting complete with ballst and tubes	No.	2		
	(xi) Air-conditioning units with with 2.2 kW minimum capacity, mounted and with own power connection	No.	2		
	(xii) Microwave	No.	1		
	(xiv) General-purpose steel cupboards with shelves	No.	1		
	(xv) Steel filing hanger-rail for drawings	No.	1		
	(xvi) Refrigerator	No.	1		
	(b) Prime-cost items and items paid for in a lump sum:				
	(iii) The provision of a direct independent telephone line for the engineer, including the cost of calls in connection with contract administration and telephone rental	PC Sum	1	12 000.00	12 000.00
	(iv) Handling cost and profit in respect of subitem B14.03 (b)(iii) above	%	12 000.00		
	(vii) Notice boards as specified	m ²	2		
Total Carried Down To Next Page					

CONTRACT NO.: FP004

FINETOWN PROPER: ROAD D (431m) AND SIMMONDS & WILSON STREET (639m)

Section	Description	Unit	Qty	Rate (R)	Amount (R)
	SECTION 1400 HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEERS SITE PERSONNEL				
	Total Brought Forward From Previous Page				
14.04	Car ports: Car ports, as specified, at offices and laboratory buildings	No.	1		
14.08	Services: (a) Services at offices and laboratories: (i) Fixed costs (ii) Running costs	Lump Sum Month	1 6		
B14.10	Provision of A3 printer with photostat features	Prov Sum	1	8 500.00	8 500.00
	SECTION 1400 HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEERS SITE PERSONNEL				
	Total Carried Forward To Summary Of Schedules				

CONTRACT NO.: FP004

FINETOWN PROPER: ROAD D (431m) AND SIMMONDS & WILSON STREET (639m)

Section	Description	Unit	Qty	Rate (R)	Amount (R)
	SECTION 1500 ACCOMMODATION OF TRAFFIC				
15.01	Accommodating traffic and maintaining temporary deviations	km	1.07		
B15.03	Temporary traffic-control facilities:				
	(a) Flagmen	Man-days	400		
	(b) Portable STOP and GO-RY signs	No.	4		
	(d) Amber flicker lights	No.	4		
	(e) Road signs, R- and TR-series, (size indicated)				
	(i) 900mm diameter	No.	8		
	(h) Delineators (DTG50J) (800 x 200)				
	(ii) Mounted back to back	No	30		
	(l) Movable barriers (Road Traffic Plastic Barriers - Yellow 2.0m (L) x 1.0m (H) x 340mm (D)	m	40		
	SECTION 1500 ACCOMMODATION OF TRAFFIC				
Carried forward to Summary of Schedules				Total	

CONTRACT NO.: FP004

FINETOWN PROPER: ROAD D (431m) AND SIMMONDS & WILSON STREET (639m)

Section	Description	Unit	Qty	Rate (R)	Amount (R)
	SECTION 1700 CLEARING AND GRUBBING				
17.01	Clearing and grubbing	ha	1.54		
17.02	Removal and grubbing of large trees and tree stumps				
	(a) Girth exceeding 1m up to 2m	No.	2		
17.05	Cleaning out of hydraulic structures:				
	(a) Pipes with internal diameter up to and including 750mm	m ³	21		
	(b) Pipes with internal diameter exceeding 750mm	m ³	36		
	SECTION 1700 CLEARING AND GRUBBING				
	Carried forward to Summary of Schedules			Total	

CONTRACT NO.: FP004

FINETOWN PROPER: ROAD D (431m) AND SIMMONDS & WILSON STREET (639m)

CONTRACT NO.: FP004

FINETOWN PROPER: ROAD D (431m) AND SIMMONDS & WILSON STREET (639m)

Section	Description	Unit	Qty	Rate (R)	Amount (R)
	SECTION 2200 PREFABRICATED CULVERTS				
21.01	Excavation				
	(a) Excavating soft material situated in the following depth ranges below the surface level:				
	(i) 0 m to 1,5 m	m ³	324		
	(ii) Exceeding 1,5 m and up to 3,0 m	m ³	691		
	(b) Extra over subitem 22.01 (a) for excavation in hard material, irrespective of depth	m ³	113		
22.02	Backfilling				
	(a) Using excavated material	m ³	905		
	(b) Using imported selected material	m ³	183		
22.03	Concrete pipe culverts				
	(b) On class B Bedding				
	(i) 600mm Ø Class 100D (Interlocking)	m	0		
	(ii) 750mm Ø Class 100D (Interlocking)	m	123		
	(iii) 900mm Ø Class 100D (Interlocking)	m	165		
	(iv) 1050mm Ø Class 100D (Interlocking)	m	29		
22.12	Removing existing concrete concrete:				
	(a) Plain Concrete	m ³	10		
	(b) Reinforced Concrete	m ³	10		
B22.17	Manholes, catchpits, precast inlet and outlet structures complete:				
	(a) Manholes				
	(i) Reinforced concrete manholes	No	2		
	(ii) Brick manholes	No	2		
	(b) Catchpits as per JRA standards	No	10		
	SECTION 2200 PREFABRICATED CULVERTS				
Total Carried Forward To Next Page					

CONTRACT NO.: FP004

FINETOWN PROPER: ROAD D (431m) AND SIMMONDS & WILSON STREET (639m)

CONTRACT NO.: FP004

FINETOWN PROPER: ROAD D (431m) AND SIMMONDS & WILSON STREET (639m)

Section	Description	Unit	Qty	Rate (R)	Amount (R)
Total Carried Forward Brought Down From Previous Page					
B22.25	Overhaul on excavated material carted to spoil, backfill material (but excluding portland cement), existing structures demolished and removed to spoil, and removing and relaying, and removing and stacking existing prefabricated culverts, for haul in excess of the free haul distance	m ³ -km	150		Rate Only
22.27	Reinstating trenches crossing roads:				
	(a) Selected layer G6 150mm deep	m ²	42		
	(b) Subbase C3 150mm deep	m ²	21		
	(c) Base (G2 150mm including prime coat)	m ²	21		
	(d) Asphalt wearing course (40mm thick)	m ²	21		
	(e) Kerbing	m	4		
B22.29	Raising or lowering all existing manholes, catchpits etc. to new road levels				
	(a) Adjustable height up to and including 0.50m	No.	6		
	(b) Exceeding 0.50m up to and including 1.0m	No.	1		
	(c) Exceeding 1.0m up to and including 1.50m	No.	1		
SECTION 2200 PREFABRICATED CULVERTS					
Total Carried Forward to Summary of Schedules					

CONTRACT NO.: FP004

FINETOWN PROPER: ROAD D (431m) AND SIMMONDS & WILSON STREET (639m)

Section	Description	Unit	Qty	Rate (R)	Amount (R)
	SECTION 2300 CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
23.01	Concrete kerbing				
	(a) Fig. 8c Mountable kerb	m	2200		
	(b) Fig. 7 Semi mountable kerb	m	72		
	SECTION 2300 CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
Total Carried Forward to Summary of Schedules					

CONTRACT NO.: FP004

FINETOWN PROPER: ROAD D (431m) AND SIMMONDS & WILSON STREET (639m)

Section	Description	Unit	Qty	Rate (R)	Amount (R)
	SECTION 3300 MASS EARTHWORKS				
B33.01	Cut and borrow to fill, including all haul distance:				
	(a) Material in compacted layer thickness of 150mm				
	(ii) Compacted to 90% modified AASHTO density	m ³	450		
B33.04	Cut to spoil, including all haul distance. Material obtained from:				
	(a) Soft excavation	m ³	1008		
	(b) Intermediate excavation	m ³	669		
	(c) Hard excavation	m ³	323		
33.10	Roadbed preparation and the compaction of material				
	(b) Compaction to 93% of modified AASHTO density	m ³	936		
33.13	Finishing-off cut and fill slopes, medians and interchange areas				
	(a) Cut slopes	m ²	4421		
	(b) Fill slopes	m ²	4421		
33.14	Extra over item 33.01 for excavating material from the pavement material and fills of existing roads:				
	(a) Non-cemented material	m ³	20		
	(b) Cemented material	m ³	5		
	SECTION 3300 MASS EARTHWORKS				
Total Carried Forward to Summary of Schedules					

CONTRACT NO.: FP004

FINETOWN PROPER: ROAD D (431m) AND SIMMONDS & WILSON STREET (639m)

Section	Description	Unit	Qty	Rate (R)	Amount (R)
	SECTION 3500 STABILIZATION				
35.01	Chemical stabilization (150mm thick) extra over unstabilized compacted layers (subbase using minimum G6 material)	m ³	940		
35.02	Chemical stabilization agent:				
	(a) Ordinary portland cement	ton	49.867		
35.04	Provision and application of water for curing	k/	88		
	SECTION 3500 STABILIZATION				
Total Carried Forward to Summary of Schedules					

CONTRACT NO.: FP004

FINETOWN PROPER: ROAD D (431m) AND SIMMONDS & WILSON STREET (639m)

Section	Description	Unit	Qty	Rate (R)	Amount (R)
	SECTION 3800 BREAKING UP EXISTING PAVEMENT LAYERS				
38.01	Excavating and removing existing bituminous material (except milled material)				
	(b) Material to be disposed of with the average depth of excavation:				
	(ii) Exceeding 30mm but not exceeding 60mm	m ²	20		
38.08	Sawing or cutting asphalt or cemented pavement layers:				
	(b) Cutting asphalt	m	25		
	SECTION 3800 BREAKING UP EXISTING PAVEMENT LAYERS				
Total Carried Forward to Summary of Schedules					

CONTRACT NO.: FP004

FINETOWN PROPER: ROAD D (431m) AND SIMMONDS & WILSON STREET (639m)

Section	Description	Unit	Qty	Rate (R)	Amount (R)
	SECTION 4100 PRIME COAT				
41.01	Prime coat (c) MC-30 cut-back bitumen	ℓ	6204.5		
41.03	Extra over item 41.01 for applying the prime coat in areas accessible only to hand held equipment	ℓ	642		
	SECTION 4100 PRIME COAT				
Total Carried Forward to Summary of Schedules					

CONTRACT NO.: FP004

FINETOWN PROPER: ROAD D (431m) AND SIMMONDS & WILSON STREET (639m)

Section	Description	Unit	Qty	Rate (R)	Amount (R)
	SECTION 4200 ASPHALT BASE AND SURFACING				
42.02	Asphalt surfacing (30mm thick using 35/50 penetration grade bitumen): (d) Continuously Graded (10mm aggregates)	m ²	6204.5		
42.04	Tack coat of 30% stable grade emulsion	ℓ	53.50		
42.08	100mm cores in asphalt paving	No.	18		
	SECTION 4100 PRIME COAT				
Total Carried Forward to Summary of Schedules					

Section	Description	Unit	Qty	Rate (R)	Amount (R)
	<p>SECTION 5600 ROAD SIGNS</p> <p>B56.01 Road sign boards with painted background. Symbols, lettering and borders in Class III retro-reflective material, where the sign board is constructed from:</p> <p>(a) Aluminium sheet (2.0mm thick):</p> <p style="padding-left: 40px;">(i) Area not exceeding 2 m² (W410)</p> <p>B56.02 Extra over item 56.01 for using:</p> <p>(a) Background of retro-reflective material:</p> <p style="padding-left: 40px;">(iii) Class III</p> <p>(b) Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material:</p> <p style="padding-left: 40px;">(ii) Class III</p> <p>SECTION 5600 ROAD SIGNS</p>	<p>m²</p> <p>m²</p> <p>m²</p>	<p>4</p> <p>4</p> <p>4</p>		
Total Carried Forward to Summary of Schedules					

CONTRACT NO.: FP004

FINETOWN PROPER: ROAD D (431m) AND SIMMONDS & WILSON STREET (639m)

Section	Description	Unit	Qty	Rate (R)	Amount (R)
B57.01	SECTION 5700 ROAD MARKINGS Road-marking paint (a) White lines (broken or unbroken) (150mm wide)	km	1.07		
	SECTION 5700 ROAD MARKINGS				
Total Carried Forward to Summary of Schedules					

CONTRACT NO.: FP004

FINETOWN PROPER: ROAD D (431m) AND SIMMONDS & WILSON STREET (639m)

Section	Description	Unit	Qty	Rate (R)	Amount (R)
81.02	SECTION 8100 TESTING MATERIALS AND WORKMANSHIP Other special tests requested by the engineer	Prov Sum	1	50 000.00	50 000.00
	SECTION 8100 TESTING MATERIALS AND WORKMANSHIP				
	Total Carried Forward to Summary of Schedules				

CONTRACT NO.: FP004

FINETOWN PROPER: ROAD D (431m) AND SIMMONDS & WILSON STREET (639m)

SUMMARY OF SCHEDULES		
SECTION	DESCRIPTION	AMOUNT (R)
1200	GENERAL REQUIREMENTS AND PROVISIONS	
1300	CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1400	HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEERS SITE PERSONNEL	
1500	ACCOMMODATION OF TRAFFIC	
1700	CLEARING AND GRUBBING	
2100	DRAINS	
2200	PREFABRICATED CULVERTS	
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS	
3300	MASS EARTHWORKS	
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
3500	STABILIZATION	
3600	CRUSHED STONE BASE	
3800	BREAKING UP EXISTING PAVEMENT LAYERS	
4100	PRIME COAT	
4200	ASPHALT BASE AND SURFACING	
5600	ROAD SIGNS	
5700	ROAD MARKINGS	
8100	TESTING MATERIALS AND WORKMANSHIP	
A = Total Construction Cost Excluding VAT		
B = (A x 15÷100): Value Added Tax at 15%		
C = A + B: Total Carried forward to C1.1 Form of Offer and Acceptance		

C2.3 Bill of Quantities / Summary of Schedules

SCHEDULE:	AMOUNT (R)
SUBTOTAL OF THE WORKS	
ADD 15% VAT:	
TOTAL CARRIED FORWARD TO PART C1.1 Form of Offer and Acceptance	

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.

Some terms and definitions in the Conditions of Contract may not have clear equivalent terms and definitions in the Specifications.

Where the following traditional terms, phrases and concepts appear in the Standard Specifications and form part of the Scope of Work, but are not formally defined, their meanings shall be interpreted in terms of the formal definitions given in the General Conditions of Contract.

COMMONLY-USED PHRASES AND TERMS MAPPED TO DEFINITIONS IN GCC 2015			
Non-defined term in Scope of Work which coincides with a definition from GCC 1990		Equivalent GCC 2015 Definition	
GCC 1990 Clause No	GCC 1990 Term	GCC 2015 Clause No	GCC 2015 Term
1(a)	Appendix	1.1.1.8	Contract Data
1(b)	Certificate of Completion	1.1.1.3	Certificate of Completion
1(c)	Commencement Date	1.1.1.5	Commencement Date
1(d)	Constructional Plant	1.1.1.6	Construction Equipment
1(e)	Contract	1.1.1.7	Contract
1(f)	Contractor	1.1.1.9	Contractor
1(g)	Contract Price	1.1.1.10	Contract Price
1(h)	Cost	-	Not defined
1(i)	Defects Liability Period	1.1.1.13	Defects Liability Period
1(j)	Drawings	-	Not defined
1(k)	Due Completion Date	1.1.1.14	Due Completion Date
1(l)	Employer	1.1.1.15	Employer
1(m)	Engineer	1.1.1.16	Employer's Agent
1(n)	Engineer's Representative	1.1.1.17	Employer's Agent's Representative
1(o)	Letter of Acceptance	1.1.1.20	Form of Offer and Acceptance
1(p)	Permanent Works	1.1.1.22	Permanent Works
1(q)	Schedule of Quantities	1.1.1.2	Bill of Quantities
1(r)	Schedule of Rates and Prices	-	Not defined

COMMONLY-USED PHRASES AND TERMS MAPPED TO DEFINITIONS IN GCC 2015			
Non-defined term in Scope of Work which coincides with a definition from GCC 1990		Equivalent GCC 2015 Definition	
GCC 1990 Clause No	GCC 1990 Term	GCC 2015 Clause No	GCC 2015 Term
1(s)	Site	1.1.1.29	Site
1(t)	Special Conditions of Contract	1.1.1.8	Contract Data
1(u)	Specifications	1.1.1.28	Scope of Work
1(v)	Temporary Works	1.1.1.32	Temporary Works
1(w)	Tender	-	Not defined
1(x)	Tender Documents	-	Not defined
1(y)	Tender Sum	-	Not defined
1(z)	Works	1.1.1.33	Works
1(aa)	writing	1.1.1.34	writing

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 Planning / Programming Conditions

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 Resource Standards pertaining to targeted procurement
- 1.3.3 Subcontracting

1.4 Construction

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

1.5 Management

- 1.5.1 Management of the works
- 1.5.2 Health and safety

1.5.2.1 Specification for Occupation Health and Safety in Construction Works Contracts

PART C3: SCOPE OF WORK**1.1. Description of the Works****1.1.1. Employer's objectives**

The objective of the project is for the Johannesburg Development Agency (JDA) to successfully construct a safe and reliable surfaced road and stormwater accommodation infrastructure that will lead to improved movement systems for vehicles and pedestrians, while also meeting the objectives of the Expanded Public Works Programme (EPWP) by creating the employment and empowerment opportunities during the implementation of this project. The EPWP promotes the use of labour intensive methods (i.e. activities which are to be performed by hand), which such works shall be performed by local workers who are temporarily employed in terms of this Scope of Work. The implementation of this project also aims to achieve the following:

- Improve the movement of goods and people within the Finetown Proper township and neighbouring communities,
- Improve the conditions in the affected residential areas, and
- Uplift the community's pride.

The Johannesburg Development Agency (JDA)'s objective is to deliver public infrastructure using labour intensive methods (i.e. activities which are to be performed by hand). Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work. The objective of the project is for the Municipality to successfully construct a safe and reliable surfaced road network and stormwater infrastructure that will lead to improved movement systems for vehicles and pedestrians,

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 Employer's Agent. Where the Works shall include (but is not limited to) the following components:

- Establish Construction camp;
- Clearing of the site;
- Identification of existing services which may include, but not limited to:
 - Survey for confirmation of existing stormwater and sewer system indicating the position, pipe sizes and invert levels.
- Remove existing asphalt surfacing and kerbing;
- Accommodation of vehicular and pedestrian traffic, including allowing for access to existing properties;
- Protection of existing services;
- Relocation, raising or lowering of existing services (e.g. existing sewer manholes);
- Earthworks, new roads layerworks, asphalt surfacing and gravel shoulders;
- Construction of new stormwater infrastructure;
- Remedial work / connection to existing stormwater services where required;

- Cutting through existing surfaced road(s) for installation of new stormwater line and reinstating the layerworks and surfacing;
- Construction of pre-cast kerbing;
- Installation of road signage;
- Road markings.

1.1.3. Extent of the Works

The following street have been identified to be implemented for upgrading:

- ROAD D (approximately 431m);
- Simmonds and Wilson Street (approximately 639m).

1.1.4. Location of the Works

The Finetown Proper township is located 30km south-west of the Johannesburg Central Business District (CBD). To the east, the area is boarded by the N1 Toll Road / R553, and to the west by Johannesburg – Vereeniging railway line. The google co-ordinates to the approximate centre of the site are as follows:

- 26°24'51.79"S, 27°51'37.38"E (ROAD D) and,
- 26°24'52.96"S, 27°51'53.12"E (Simmonds and Wilson Street).

C4.1.1 Locality map.

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 (CLO) in conjunction with the community structures in the area in order to achieve this outcome.

The construction camp and works area must be watered during dry and windy conditions to control dust fallout. Dust production must be controlled by regular watering of roads and the

works area. Contractors are to ensure that dust production at the site camp as well as the works area is controlled during working hours as well as during weekends.

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.

1.1.8. Planning / Programming Conditions

The Contractor must take into account with the programming of the works the following conditions:

- All traffic accommodation requirements.
- After exposing existing services for pipe trenches and/or kerb-inlets/manholes the position, size and levels of interfering services must be provided to the Engineer. A maximum of 5 days need to be allowed for in case design changes are required for the installation of new services.

1.2. ENGINEERING

1.2.1. Design services and activity matrix

The following parties are responsible for the various design stages of the project.

Description	Responsible
Concept, feasibility and overall process	Employers Agents / Professional Team
Basic Principal Agent and Preliminary Design	Employers Agents / Professional Team
Final design to approval for construction stage	Employers Agents / Professional Team
Temporary Works	Contractor
Preparation of as built drawings	Employers Agents / Professional Team/ Contractor

1.2.2. Employer's design

All permanent works required for construction shall be designed by employer and his appointed agents / professional team.

1.2.3. Design brief

The employer has briefed the consultants as to the design requirements.

1.2.4. Drawings

Contractors are to ensure that all drawings that are attached to this document are as per the drawing register. The drawings included with the tender document are for information and for tender purposes only. Detail construction drawing will be issued to the contractor at site handover and revisions thereto during the construction stage of the project.

The Contractor will be supplied with three (3) copies of each construction drawings. These copies will be issued free of charge and the Contractor shall make any additional prints he may require at his own cost.

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 the Principal agent. A late issue of shop drawings by the Contractor 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 proviso that the Clients' specific objectives regarding time and quality are not compromised. **Maximisation 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, maximise the involvement of the local community.

1.3.2. Subcontracting – Special Conditions of Contract

Participation and Advancement of Start-Up, 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.

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

“Small 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 sub contract a minimum value of work as follows:

If it is established that the SMMEs are sufficiently resourced to execute the proposed works as a complete package the Contractor may conclude full sub-contract agreements with locally based SMMEs to a minimum value of 30% of the Contract sum, excluding P&G's and provisional sums.

The following activities are intended to be carried out by SMME's:

- Kerbing
- Landscaping
- Installation of street furniture
- Trench excavation and backfilling
- Installation / relocation of some services
- Manholes and inlet structures

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.** The Contractor will be expected to pay SMMEs full rates as submitted by the Contractor to the JDA.

Above this, it is a condition of this contract that should the contractor fail to pay the SMME's with no valid reason/s, the JDA reserves the right to pay the SMME's directly and deduct same from any amount paid to the contractor.

The form of contract to be used with SMMEs is the GCC sub-contract agreement 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 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.**
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 Managing 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 Managing 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 Managing 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 Managing Contractor is to ensure that if the SMME Contractor's quality of works does not achieve specification the Managing Contractor will assist the SMME Contractors to achieve specification and not allow the works to continue until the quality requirements are achieved.
6. The Managing 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 database includes SMME that are youth, women owned, disabled and ex-combatants. The Contractor will be expected to give preference to SMME'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 SMME's, including:
 - SMME/s company name/s to be employed on the project;

- SMME contact persons;
 - Works to be executed by SMME/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 SMME 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 SMME's and fulfil the requirements stated above.

The SMME supervisor will be required to conclude a scorecard with the JDA. The said scorecard will encompass four key performance areas and several key performance indicators as outlined overleaf. The SMME supervisor will be required to score a minimum of 95%. The scorecard review will take place on a monthly basis.

Key Performance Areas	(a) Key Performance Indicators
1) Safety	(a) Be familiar with and ensures SMME Contractor enforces the safety specs and relevant OHSA (b) Reporting of incidents and accidents <ul style="list-style-type: none"> • Ensures SMME Contractor Reports incidents and accidents to the Contractor on the day they occur
2) Quality Control	(b) Setting out of the Works <ul style="list-style-type: none"> • Ensures that the Works have been set-out correctly prior to construction commencing (c) Monitoring of Construction <ul style="list-style-type: none"> • Examine the Works daily and pre-empt unnecessary work by the SMME Contractor by warning him of incorrect workmanship as soon as it is identified (d) Approval of the Works <ul style="list-style-type: none"> • Assist SMME Contractor in the works approval process (e) Read Drawings <ul style="list-style-type: none"> • Assist SMME Contractor in reading and interpreting construction drawings
3) Financial	(a) Daily Costing <ul style="list-style-type: none"> • Ensures that SMME Contractors do daily costing (b) Variances to Scope <ul style="list-style-type: none"> • Assist SMME Contractors identify and claim for additional works (c) Standing Time Costs <ul style="list-style-type: none"> • Assist SMME Contractors compute and Claim standing time costs
4) Site Administration and Progress Monitoring	(a) Communication <ul style="list-style-type: none"> • Ensures that SMME Contractors communicate with the Contractor in writing on site related issues (b) Reporting <ul style="list-style-type: none"> • Ensures that the Main Contractor's progress report is communicated with the SMME Contractors and that contingency plans are followed through

Key Performance Areas	(a) Key Performance Indicators
	(c) Site diary <ul style="list-style-type: none"> • Ensures SMME Contractors maintain a site diary (d) Claims <ul style="list-style-type: none"> • Assist SMME Contractors draft claims for Extension of Time where applicable (e) Quantities <ul style="list-style-type: none"> • Assist SMME Contractors in the measurement of the works

Following from the above, the SMME’s to be contracted on the project must be selected from a database which will be issued to the appointed contractor on the commencement date of the contract. The data base will include for 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 following information must be provided by said contractor within 14 days of the site handover date of the contract.

1. Detailed approach and methodology on the employment of local SMME’s
2. SMME/s company name/s to be employed on the project.
3. SMME contact persons
4. Works to be executed by SMME/s
5. Programme (anticipated start, duration and end dates) applicable to the works defined in item 4 above.

The onus is on the Contractor to prove to the Employer that no fully fledged SMMEs are active in the area of the project. In this case, the contractor can source SMME’s from adjacent wards and must submit a proposal with his tender on how he intends to advance the growth of the SMME’s in the project ward.

JDA reserves the right to withdraw its acceptance of offer, should the appointed contractor fail to satisfactorily address the above requirements (1 to 5) within 14 days of the commencement date of the contract. Approved documentation will form part of the contract.

Failure of the Contractor to achieve the requirements set-out in this tender document during construction 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.

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

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.

1.4. CONSTRUCTION

1.4.1. Works specifications

Applicable national and international standards

COLTO Standard Specifications for Road and Bridge Works for State Authorities (1998 Edition)

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 1202 of the standard specifications shall apply in this regard.

1.4.5. Site Establishment

Refer to Section 1300: Contractor's Establishment on Site and General Obligations.

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.

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 and Meeting Room:

- The Contractor must provide a meeting room to accommodate a Maximum of 15 people. The meeting room is to be air-conditioned.
- The Contractor must provide an office for the Resident Engineer, which needs to be air-conditioned.
- The main Contractor must provide a work station and storage area per SMME (Office base may be subdivided per SMME).

1.4.6. Site Usage

The contractor will not have unlimited access to the site, however all construction activities are to comply with the City of Johannesburg's by laws and all other applicable legislation such as the Construction Regulations. The accommodation of vehicular and pedestrian traffic on the site is to be maintained at all times.

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. In the event that 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 wayleave 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

Contactors 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 contactors account and the contactor 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 contactor is to make his own arrangements for the supply of water for construction purposes and his own domestic usage.

1.4.11. 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 EMPLOYER'S AGENT 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 EMPLOYER'S AGENT 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 a "SANAS 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 Section 8100.

The costs of all testing carried out by the independent laboratory in accordance with the requirements of Section 8100 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 Section 8100

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 EMPLOYER'S AGENT

The costs of any additional tests required by the EMPLOYER'S AGENT in terms of Item 81.02 Other special tests requested 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 EMPLOYER'S AGENT, 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 Nominated subcontractors) and the work executed by them shall be dealt with directly between the EMPLOYER'S AGENT and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The EMPLOYER'S AGENT 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 EMPLOYER'S AGENT will not become involved.

(d) 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 of the General 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 EMPLOYER'S AGENT (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.

(e) Existing residential areas

Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. The EMPLOYER'S AGENT'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.

(f) Labour-intensive competencies of supervisory and management staff

Contractor having a CIDB Contractor grading designation of 5CE 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 outlined in Table 1.

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, 2CE, 3CE and 4CE 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.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour-intensive Construction systems and Techniques to Work Activities	This unit standard must be completed, and one of these 3 unit standards be used
		Use Labour-intensive Construction Methods to Construct and Maintain roads and Stormwater Drainage	
		Use Labour-intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-intensive Construction methods to Construct, Repair and Maintain Structures	
Foreman / supervisor	4	Implement Labour-intensive Construction systems and Techniques	This unit standard must be completed, and any one of these 3 unit standards be used
		Use Labour-intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour-intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative who is resident on the site)	5	Manage Labour-intensive Construction Processes	Skills Programme against this single unit standard

(g) 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 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.

"In accordance with the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes (clause 10.4), the public body must set a rate of pay (task-rate) for workers to be employed on the labour-intensive projects.

Clause 10.4 requires that the following should be considered when setting rates of pay for workers:

The rate set should take into account wages paid for comparable unskilled work in the local area per sector, if necessary.

The rate should be an appropriate wage to offer an incentive for work, to reward effort provided and to ensure a reasonable quality of work. It should not be more than the average local rate to ensure people are not recruited away from other employment and jobs with longer-term prospects.

10.4.3 Men, women, youth, disabled persons and the aged must receive the same pay for work of equal value."

- (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.

(h) 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 EMPLOYER'S AGENT, 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.

(i) Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 6.10 of the General Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the EMPLOYER'S AGENT, 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 EMPLOYER'S AGENT'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 EMPLOYER'S AGENT for the purposes of accurately reflecting the actual quantities and amounts which the EMPLOYER'S AGENT 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 EMPLOYER'S AGENT within three (3) normal workings days from the date on which the EMPLOYER'S AGENT communicated to the Contractor the adjustments required. The Contractor shall submit to the EMPLOYER'S AGENT 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 EMPLOYER'S AGENT the requisite copies of the adjusted statement for the purposes of the EMPLOYER'S AGENT's payment certificate will be added to the times allowed to the EMPLOYER'S AGENT in terms of Subclause 6.10.4 of the General 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.

(j) 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 bided 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.

(k) Notices, signs, barricades and advertisements

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

The EMPLOYER'S AGENT 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.

(l) 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 bided 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 EMPLOYER'S AGENT 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 EMPLOYER'S AGENTs review and approval.

Should the EMPLOYER'S AGENT believe that the proposed site personnel not be 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 EMPLOYER'S AGENT 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 establishes 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.

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.

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.

4.5. 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.

PORTION 2: PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

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 COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 Edition) referred to above apply to this Contract. The prefix B (e.g. B12.01) indicates an amendment to COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 Edition). The letter and item numbers following this letter indicate the relevant Standard Specification and clause numbers in COLTO Standard Specification to which the variation or addition thereto applies.

MEASUREMENT AND PAYMENT

Item	Unit
B12.01 (a) Community Liaison Officer Remuneration	Prov Sum
(b) Overheads, charges and profits on above	Prov Sum

A Provisional Sum has been included for payment of the CLO (Community Liaison Officer) salaries. In addition to the above-mentioned amount, provision is made for a mark-up on the amount to be paid. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in the Conditions of Contract.

Item	Unit
B12.01 (c) Accredited EPWP training courses for selected local and other Labourers	Prov Sum
(d) Overheads, charges and profits on above	Percentage (%)
(e) Payment of labour wages while on approved EPWP training	Prov Sum
(f) Overheads, charges and profits on above	Percentage (%)

Payment under sub-item B12.01 (c) shall be the amounts actually paid to the training institutions and shall be made in accordance with the provisions of the General Conditions of Contract.

In addition to the abovementioned amount, provision is made for a mark-up on the amount to be paid under sub-item B12.01 (d). The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in the Conditions of Contract.

Payment under subitem B12.01 (e) shall be the actual sum paid to workers undergoing technical skills training.

In addition to the abovementioned amount, provision is made for a mark-up on the amount to be paid under sub-item B12.01 (f). The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in the Conditions of Contract.

Item	Unit
B12.02 (a) Local existing services	Prov Sum
(b) Overheads, charges and profits on above	Percentage (%)
(c) Relocating existing services	Prov Sum
(d) Overheads, charges and profits on above	Percentage (%)

A Provisional Sum has been included for locating existing services and also for relocation of existing services where required. In addition to the above-mentioned amount, provision is made for a mark-up on the amount to be paid on both of the items when paid. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in the Conditions of Contract.

The provisional sums under item B12.02 also allows for the relocation and/or protection of existing services by either the contractor or the service provider.

The bided rates shall include full compensation for all excavation, backfilling, compacting to 90% of modified AASHTO density, disposing of surplus excavated material, keeping the excavations safe, dealing with any surface or subsurface water, taking special care to ensure that services are not damaged in any way and any other operation necessary for completing the work.

No distinction will be made between hard and soft material nor will distinction be made between the various types of services to be exposed or the depths to which excavations are taken.

Item	Unit
------	------

B13.02 Compliance with Environmental Management Plan Prov Sum

The Contractor shall comply with all the conditions of the environmental authorisation (NEMA – Section 30 approval), water use license (NWA – Section 19 approval) and environmental management plan.

Item	Unit
------	------

B14.10 Provision of A3 printer with photostat facilities Month

The tendered rate per month shall include full provision for providing and maintaining an approved A3 printer and photocopier (capable of making A3-sized copies) and its use, including all accessories such as paper, etc, for making a maximum number of 1000 A4 copies per month.

Item	Unit
------	------

B22.17 (a) Manholes		
(i)	Reinforced concrete manholes	No
(ii)	Brick manholes	No
(b) Catchpits as per JRA standards		No

Measurement and payment shall be as stipulated in the standard specification.

Item	Unit
------	------

B22.25 Overhaul on excavated material carted to spoil, backfill material (but excluding portland cement), existing structures demolished and Removed to spoil, and removing and relaying, and removing and stacking existing prefabricated culverts, for haul in excess of the free haul distance Month

This shall be a rate only item and no Overhaul will be applicable for this contract. The tendered rates shall include all haul distances of material.

Item	Unit
------	------

B22.29 Raising or lowering all existing manholes, catchpits, etc. to new road levels

- | | |
|---|----|
| (a) Adjustable height up to and including 0.50m | No |
| (b) Exceeding 0.5m up to and including 1.0m | No |
| (c) Exceeding 1.0 up to and including 1.50m | No |

The tendered rate for B22.29 shall include full compensation for procuring, furnishing and installing, laying where applicable, and adjusting by breaking or inclusion of new components and accessories, to fully complete the adjusted sewer or stormwater manhole to the new road levels.

Item	Unit
------	------

B33.01 Cut and borrow to fill, including all haul distance:

- | | |
|--|----------------|
| (a) Material in compacted layer thickness of 150mm | |
| (iii) Compacted to 90% modified AASHTO density | m ³ |

The tendered rate for item B33.01 shall also include full compensation for hauling and/or spoiling of material by the Contractor to an approved site irrespective of the haul distance. Overhaul is not applicable hence all distances applicable are considered as free-haul and no additional payment shall be payable.

Item	Unit
------	------

B33.04 Cut to spoil, including all haul distance. Material obtained from:

- | | |
|-----------------------------|----------------|
| (a) Soft excavation | m ³ |
| (b) Intermediate excavation | m ³ |
| (c) Hard excavation | m ³ |

The tendered rate for item B33.04 shall also include full compensation for hauling and/or spoiling of material by the Contractor to an approved site irrespective of the haul distance. Overhaul is not applicable hence all distances applicable are considered as free-haul and no additional payment shall be payable.

Item	Unit
------	------

B34.01 Pavement layers constructed from gravel taken from cut or borrow. including all haul distance:

- | | |
|--|----------------|
| (a) Gravel selected layer compacted to: | |
| (i) 93% modified AASHTO density (150mm thick) | m ³ |
| (d) Gravel subbase (chemically stabilized C4 material) compacted to: | |
| (i) 95% modified AASHTO density (150mm thick), min. G6 used | m ³ |

The tendered rate for item B34.01 shall also include full compensation for hauling and/or spoiling of material by the Contractor to an approved site irrespective of the haul distance. Overhaul is not applicable hence all distances applicable are considered as free-haul and no additional payment shall be payable.

Item	Unit
------	------

B34.01a Pavement layers constructed from gravel taken from commercial sources including all haul distance:

- | | |
|--|----------------|
| (b) Gravel selected layer compacted to: | |
| (i) 93% modified AASHTO density (150mm thick) | m ³ |
| (e) Gravel subbase (chemically stabilized C4 material) compacted to: | |
| (i) 95% modified AASHTO density (150mm thick), min. G6 used | m ³ |

The tendered rate for item B34.01a shall also include full compensation for hauling and/or spoiling of material by the Contractor to an approved site irrespective of the haul distance. Overhaul is not applicable hence all distances applicable are considered as free-haul and no additional payment shall be payable.

Item	Unit
------	------

B56.01 Road sign boards with painted background. Symbols, lettering and borders in Class III retro-reflective material, where the sign boards is constructed from:

- | | |
|--|----------------|
| (a) Aluminium sheet (2.0mm thick) | |
| (i) Area not exceeding 2m ² | m ² |

Class III and not Class I retro-reflective material is to be used. Measurement and payment shall be as stipulated in the standard specification.

Item	Unit
------	------

B57.01 Road-marking paint:

- | | |
|---|----|
| (a) White lines (broken or unbroken) (150mm wide) | km |
|---|----|

The tendered rate shall not exclude setting out and pre-marking the lines as per the standard specification, but the tendered rate shall be amended to also include the setting out and pre-marking the lines.

PART C4: SITE INFORMATION

1.1 Locality Map



PART 1

FIGURE 1: SITE LOCATION



ANNEXURE A : DRAWINGS

