



JOHANNESBURG DEVELOPMENT AGENCY (JDA)

**PUBLIC ENVIRONMENTAL UPGRADES OF WATT STREET PRECINCT
(WYNBERG)**

CONTRACT No.: JDA 21/22.1.1.A.1005

<p>ISSUED BY:</p> <p>JOHANNESBURG DEVELOPMENT AGENCY The Bus Factory 3 President Street (Helen Joseph Street) NEWTOWN 2000</p> <p>Contact Name: Thabelo Ratshilumela Telephone: 011 688 7835 Email: tratshilumela@jda.org.za</p> 	<p>PREPARED BY:</p> <p>KABE CONSULTING ENGINEERS 218 Dr Van Der Merwe Road Montana Pretoria Pretoria 0182</p> <p>Contact Name: Tshiamo George Moeng Telephone: +27 (0) 87 809 0982 Email: tshiamom@kabe.co.za</p> 
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NAME OF TENDERER:

CIDB REGISTRATION NUMBER:

CSD SUPPLIER NUMBER:

COMPANY REGISTRATION NUMBER:

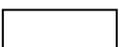
TAX VERIFICATION PIN:

NB: FOR A TOTAL PRICE INCLUSIVE OF VALUE ADDED TAX, PLEASE REFER TO PART C1 (FORM OF OFFER AND ACCEPTANCE). PAGE 42

This tender close at **12h00 on 29 April 2024** 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 took a resolution to adopt strategic interventions aimed at combatting fraud and corruption. The city took a decision to centralize the reporting of fraudulent and corrupt activities through the establishment of an independent fraud hotline which is managed by independent service providers

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

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, 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
PUBLIC ENVIRONMENTAL UPGRADES OF WATT STREET PRECINCT
(WYNBERG)
CONTRACT No.: JDA 21/22.1.1.A.1005

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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Part C5: Tender Drawings

C5	Drawings	(White)
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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 (Form A1)	<input type="checkbox"/>	<input type="checkbox"/>
ii Declaration of Interest (Form A2)	<input type="checkbox"/>	<input type="checkbox"/>
iii Record of Addenda to Tender Documents (Form A3)	<input type="checkbox"/>	<input type="checkbox"/>
iv Proposed Amendments and Qualifications (if any) (Form A5)	<input type="checkbox"/>	<input type="checkbox"/>
v MBD 9: Certificate of Independent Bid Determination (Form A7)	<input type="checkbox"/>	<input type="checkbox"/>
vi 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 A13)	<input type="checkbox"/>	<input type="checkbox"/>
vii 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 A14)	<input type="checkbox"/>	<input type="checkbox"/>
viii MBD 5: Declaration for Procurement above R10 million (Form A15)	<input type="checkbox"/>	<input type="checkbox"/>
ix MBD 8: Declaration of Bidder’s Past Supply Chain Management Practices (Form A16)	<input type="checkbox"/>	<input type="checkbox"/>
x MBD6.2 Local Content (Form A17)	<input type="checkbox"/>	<input type="checkbox"/>
xi 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 B2)	<input type="checkbox"/>	<input type="checkbox"/>
xii Schedule of Proposed Key Personnel and detailed Curricula Vitae of all Key Personnel (Form B7)	<input type="checkbox"/>	<input type="checkbox"/>
xiii Audited financial statement for the past 3 years (Form B12)	<input type="checkbox"/>	<input type="checkbox"/>
xiv COIDA Letter of Good Standing (Form B15)	<input type="checkbox"/>	<input type="checkbox"/>
Xiv Bank Statement for the past 3 months (Form 16)	<input type="checkbox"/>	<input type="checkbox"/>
xv Bills of Quantities (Form B16)	<input type="checkbox"/>	<input type="checkbox"/>

T1.1:Tender Notice and Invitation to Tender**PUBLIC ENVIRONMENTAL UPGRADES OF WATT STREET PRECINCT (WYNBERG)****CONTRACT No.: JDA 21/22.1.1.A.1005**

The Johannesburg Development Agency invites Bidders to submit bids for the PUBLIC ENVIRONMENTAL UPGRADES OF WATT STREET PRECINCT(WYNBERG) which includes but not limited to the construction of new sidewalks and road upgrades, upgrade of storm-water system, provision of streetlights and provision of new street furniture and trees.

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 be allocated to the emerging local contractors.

It is estimated that the bidders should have a CIDB contractor grading designation of a minimum **7CE**.

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

SCM Queries relating to procurement matters may be addressed to Lerato Ntuli at tel.: (011) 688 7835; or e-mail: lnntuli@jda.org.za.

Technical queries or queries relating to the project may be addressed to Thabelo Ratshilumela at tel.: (011) 688 7835; or e-mail: tratshilumela@jda.org.za.

A compulsory site clarification meeting will take place on the 02 April 2024 at 10:00 The Site approximate coordinates are 26°06'35.97"S 28°05'05.53"E (Corner Watt Avenue & Pretoria Main Road).

Documents can be downloaded from the following websites on the 25th of March 2024:

www.jda.org.za

www.etenders.gov.za

The closing time for receipt of tenders is 12h00 on 29 April 2024. Telegraphic, telephonic, telex, facsimile, e-mail, and late tenders will not be accepted.

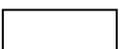
Tenders must only be submitted on the tender documentation that is downloaded from the stipulated websites. The retyping of the tender document is not permitted.

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"



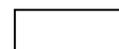
PART T1: TENDERING PROCEDURES**T1.2 Tender Data**

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).

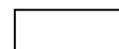
The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

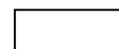
CLAUSE NUMBER	CLAUSE HEADING	DATA / WORDING
F.1.1	The Employer	Johannesburg Development Agency P. O. BOX 61877 MARSHALLTOWN, 2107
F.1.2	The Tender	PART T1: TENDERING PROCEDURES T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data PART T2: RETURNABLE DOCUMENTS T2.1 List of Returnable Documents 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: KABE CONSULTING ENGINEERS Address: 218 Dr Van Der Merwe Road Montana Park Pretoria 0182 Tel: 087 809 0982 E-mail: tshiamom@kabe.co.za
F.2.1	Eligibility	Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading



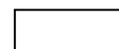
		<p>designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB. the lead partner has a contractor grading designation of minimum 7CE (or higher) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE (or higher).
F.2.1	Eligibility	Only those tenderers who have fully completed Form B7 and provided the required resources as per Form B7 are eligible to have their tenders evaluated.
F.2.7	Clarification Meeting	A compulsory site clarification meeting will take place on the 02 April 2024 at 10:00. The Site approximate coordinates are 26°06'35.97"S 28°05'05.53"E (Corner Watt Street & Pretoria Main Road). Written queries should be submitted to tratshilumela@jda.org.za and Intuli@jda.org.za. Queries/Question and responses will .
F.2.12	Alternative tender offers	No alternative tender offers will be considered
F.2.13.3	Number of copies of tender offers to be submitted to the Employer	Parts of each tender offer communicated on paper shall be submitted as an original, plus one (1) copy.
F.2.13.5 F.2.15.1	Sealing and Delivery of tender offers	<p>The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Reception Desk of the Johannesburg Development Agency</p> <p>Physical address: The Bus Factory 3 Helen Joseph Street (formerly President Street) NEWTOWN JOHANNESBURG</p> <p>Identification details: <i>Tender reference</i> Public Environmental Upgrades of Watt Street Precinct (Wynberg)</p> <p>Closing Date: 29 April 2024 at 12h00</p>
F.2.13.9	Telephonic	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will NOT be accepted.
F.2.15	Closing time of tender offers	The closing time for submission of tender offers is 12h00 on 29 April 2024 .
F.2.16	Tender offer validity	The tender offer validity period is 120 days



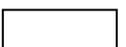
F.2.20	Letter of Intent	The tenderer is required to submit with his tender a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document.
F.2.23	Certificates	<p>The tenderer is required to submit 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 29 April 2024
F.3.11.3	Evaluation of Tender Offers	The procedure for the evaluation of responsive tenders is Compliance, Technical, Price and Preferences, Risk Tolerance
	Compliance / Disqualification Criteria	<p>BIDDERS WILL BE DISQUALIFIED FOR:</p> <ul style="list-style-type: none"> • FAILURE TO ATTEND THE COMPULSORY SITE BRIEFING. • 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 DULY COMPLETE AND SIGN FORM A17 (MBD6.2) LOCAL CONTENT AND PRODUCTION AND ANNEXURE C • A TENDER THAT IS RECEIVED AFTER THE CLOSING DATE AND TIME.
F.3.11.3	Technical Evaluation	Functionality assessment is based on the following Criteria.



Variable	Total Points	Criteria	Description of criteria	Points
(A1) SMME Plan	50	Detailed SMME Plan (Project Specific) concentrating on the following: 1. Quality assurance and reporting process and procedures. 2. Clear organisational structure for managing SMMEs. 3. Skills transfer 4. Detailed methodology of how contracts, payments and financial assistance to SMMEs will be managed.	Points will be allocated as per the criteria	All items addressed: 50
				3-4 items addressed: 25
(B) Company Experience and Track record on civil engineering related projects, with a minimum of R20 million. These project must include Bus Rapid Transport (BRT), Non-Motorised Transport (NMT), Public Environment Upgrades, Roads and Stormwater related projects, The bidder shall provide signed reference letters from Client demonstrating successful completion of the projects with	100	Five (5) or more Projects competed	Points will only be allocated for, when a bidder has demonstrated experience in civil engineering related projects with minimum value of R 20 million. These must be projects that relate to Bus Rapid Transport (BRT), Non-Motorised Transport (NMT), Public Environment Upgrades, Roads and Stormwater projects, These projects must have been successfully completed within the past five years, and must be accompanied by reference	100
		Three (4) – Projects completed		80
		Three (3) Project completed		60
		Three (2) Project completed		40
		Three (1) Project completed		20



		<p>contactable references (Client address, official email and contact numbers)</p>			<p>letters from the Clients indicating rated / satisfactory performance.</p> <p>This letter must be on a client letterhead with Client Representative (not consultants), address, contactable telephonic and email details for verification by the JDA.</p> <p>Completion certificates and appointment letters will not afford bidders points.</p>	
		<p>(C) Experience of proposed key personnel.</p> <p>(Copies of valid Qualifications & Certificates are required for the Contracts Manager, Site Agent, SMME Mentor and OHS Officer)</p>	130	<p>Contracts Manager: a minimum of a BTech and 10 years' experience as Contracts Manager in civil engineering projects (Bus Rapid Transport, Non-Motorised Transport (NMT), Public Environment Upgrades, Roads, and Stormwater, to a minimum value of R20 million and registered as a Professional Construction Manager (Pr CM/CPM) with the SACPCMP</p>	<p>Points will only be allocated for experience on civil projects of the proposed key person.</p>	50
				<p>Site Agent: Site Agent with minimum 10 years of experience as a Site Agent on civil engineering projects (Bus Rapid</p>		30



				<p>Transport, Non-Motorised Transport (NMT), Public Environment Upgrades, Roads and Stormwater, to a minimum value of R 20 million with minimum qualification of a Diploma in the Built Environment.</p>	
				<p>SMME Supervisor with minimum qualification of a Diploma in the Built Environment and 5 years of experience in construction supervisory roles in civil projects (Bus Rapid Transport, Roads and Stormwater,</p>	15
				<p>OHS officer: 5 years' experience as construction health and safety officer and has experience in major civil works projects (Bus Rapid Transport, Non-Motorised Transport (NMT), Public Environment Upgrades, Roads and Stormwater, to a minimum value of R 15 million, Registered with SACPCMP as Construction Health and Safety Agent or equivalent</p>	20
				<p>General Foreman: General Foreman with minimum 10 years of experience as a General Foreman in civil engineering projects ((Bus Rapid Transport, Non-Motorised Transport (NMT), Public Environment Upgrades, Roads and Stormwater)</p>	15



The tenderers bidding will be required to achieve a minimum score of 266 points (95%) in the technical evaluation out of a possible 280 points in order to be considered further in the evaluation process.

Only companies who have met the minimum threshold for technical criteria will then be evaluated on the 3rd Stage of the evaluation which is Price and Preference point system.

The Preference Point System assigns a score to each tenderer based on the tender price and on the tenderer’s score for specific goals. These scores are combined to determine an overall score for the bidder. The tenderer with the highest score will be considered for acceptance.

The Preference Point System will be applied as follows.

For tenders below R50 million

80 points are assigned to price.

Up to 20 points are assigned to B-BBEE status for specific goals.

For tenders of R50 million and above:

- 90 points are assigned to price.
- Up to 10 points are assigned to specific goals.

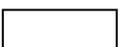
Points scored will be rounded off to the nearest 2 decimal places.

POINTS AWARDED FOR SPECIFIC GOALS

Bids will be evaluated on Price / Specific Goals) points basis in terms of the Preferential Procurement Policy Framework Act of 2000, Preferential Procurement Regulation 2022.

The following table is applicable in terms of specific goals.

SPECIFIC GOAL 1: HDI	MEANS OF VERIFICATION	80/20
Maximum points:		10
Business owned by 51% or more - Black People	CSD, Valid BBEE Certificate / Affidavit Sworn under oath, ID copy of owner/s of the business and Shareholder's certificate.	5
Business owned by 51% or more — Women	CSD, ID copy of owner/s of the business and Shareholder's certificate.	5



SPECIFIC GOAL 2: PROMOTION OF LOCAL ECONOMY	MEANS OF VERIFICATION	80/20
Maximum points:		10
Enterprises located within the City of Johannesburg Metropolitan Municipality.	CSD and proof of municipal account.	10

	POINTS
PRICE	80
SPECIFIC GOALS	20
TARGETED GROUP	
Business owned by 51% or more — Black People	5
Business owned by 51% or more — Women	5
Enterprises located within the City of Johannesburg Metropolitan Municipality/Gauteng.	10
Total points for Price and SPECIFIC GOALS	100

Notes :

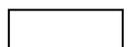
1. "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act (Act No.53 of 2003).

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.

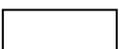
2. An EME must submit a sworn affidavit confirming the following:

- 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.

3. The submission of such certificates must comply with the requirements of instructions and guidelines issued by the



		<p>National Treasury and be in accordance 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</p> <p>The total preference points for a tender are calculated with the formula</p> <p>PP = P_s + P_{bee} where</p> <p>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>OBJECTIVE CRITERIA / RISK TOLERANCE</p> <p>A risk analysis shall be undertaken on the bidder with the highest number of points obtained, to determine whether the tenderer does not exceed the JDA’s risk framework criteria as stated below, in other words whether it falls within the ambit of the Risk Tolerance Framework as acceptable.</p> <p>The JDA has adopted a Risk Tolerance Framework (RTF) which enjoins the JDA to consider its risk exposure to contractors/Service Providers in terms of the number of contracts awarded to a single Contractor/service provider or the total value of contracts awarded to a single contractor/service provider in a particular year, financial capability to undertake the project such as working capital required, poor performance on previous projects, available resources for the project, unduly high or unduly</p>
--	--	--



	<p>low tendered rates, significant arithmetical errors and omissions in the tender offer</p> <p>The above will be evaluated as follows:</p> <p>Working capital requirements, the bidder/contractor must have 20% of the offer amount, this can be any of the following:</p> <ul style="list-style-type: none"> • Cash and cash equivalents in the bank • Short term investments • Credit facilities from a bank or a registered credit provider on the JDA database. <p>Statements must be submitted for the JDA to verify the above</p> <p>Unduly low and unduly high offers will be determined as follows: The Engineers estimate will be used together with the median of the offers received</p> <ul style="list-style-type: none"> • Significantly lower (more than 10%) lower than professional estimate (QS/Engineer); and • Below the median offers received by 10% • Significantly higher (more than 15%) higher than professional estimate (QS/Engineer); and/or • Significantly higher than budget allocated • Bill of quantities calculation error or aggregation error which is 5% or higher relative to overall offer • The greater of R80 million or four contracts/projects within a particular financial year or • The greater of R120 million or six contracts/projects over two financial years (current year and proceeding financial year) <p>Bidders are required to submit a Draft Guarantee 10% of offer amount (fixed not variable)</p> <p>JDA reserves the right to reject the bid if the bidder fails to demonstrate that:</p> <ul style="list-style-type: none"> • they have the required 20% working capital, • if the offer is unduly high or unduly low, • significant errors in Bill of Quantities, • draft guarantee not provided and, • number of current projects are in excess of what is stated above <p>JDA reserves the right to award a contract to a bidder who has exceeded the threshold in terms of number of contracts as stated above.</p> <p>Shortlisted bidders may be requested to attend interviews should there be any need for clarity.</p> <p>Unsuccessful bidders will have the opportunity to query the award or decision within 14 days from the day of notification.</p>
--	--

		Bidders are to note that JDA does not bind itself to accept the lowest priced bid.
		Shortlisted bidders may be requested to attend interviews should there be any need for clarity. Bidders are to note that JDA does not bind itself to accept the lowest priced bid.
	Conditions of contract award	<p>Contracts will only be awarded if:</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) 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: <ol 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
F.3.18	Number of Paper Copies	The number of paper copies of the signed contract to be provided by the employer is 1 (one).

PART T2: RETURNABLE DOCUMENTS**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 A5:	Proposed Amendments and Qualifications (if any)
Form A7:	MBD9 Certificate of Independent Bid Determination
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 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 B7:	Schedule of Proposed Key Personnel and detailed CV's of all key personnel
Form B12:	Audited Financial statement for the past 3 years
Form B13:	Bank Rating
Form B14:	Bank Statements for the past 3 months
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 7 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 B7: Schedule of Proposed Key Personnel and detailed CV's of all key personnel
- Form B12: An audited financial statement for the past 3 years.

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 QSE / EME 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
- QSE / EME 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 A5:** Proposed Amendments and Qualifications (if any)
- Form A7:** MBD9 Certificate of Independent Bid Determination
- 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 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 B7:** Schedule of Proposed Key Personnel and detailed CV's of all key personnel
- Form B12:** Audited Financial statement for the past 3 years
- Form B15:** COIDA Letter of Good Standing
- Form B16:** Bills of Quantities

FORM A1: AUTHORITY TO SIGN TENDER

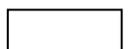
Notes to tenderer:

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)

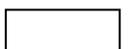
.....
DATE



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

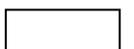
.....
 Position

.....
 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 A7: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

CONTRACT NO.: JDA 21/22.1.1.A.1005 PUBLIC ENVIRONMENTAL UPGRADES OF WATT STREET PRECINCT (WYNBERG)

(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 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:.....

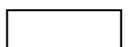
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D Any bid will be rejected if:
Any municipal rates and taxes or municipal service charges owed by the bidder or any of the directors to the municipality or a municipal entity, or to any other municipality or municipal entity, are in arrears for more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

.....

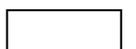
The tenderer shall include as an attachment to their submission a copy of the current Municipal Account in the name of the Tenderer or alternatively in the names of the Directors/Partners of the tendering entity.

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

.....

SIGNATURE **DATE**

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



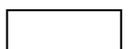
FORM A14: LETTER OF INTENT

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

.....
DATE

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



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.

.....

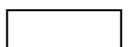
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3. Has any contract been awarded to you by an organ of the state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

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

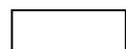
Date

.....

.....

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:		

ITEM	QUESTION	YES	NO
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:		
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

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).

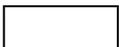
- a) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS 80/20	POINTS 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	100	



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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
 then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Business owned by 51% or more - Black People	2	5		
Business owned by 51% or more — Women	3	5		
Enterprises located within the City of Johannesburg Metropolitan Municipality	5	10		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company _____ registration _____ number: _____

4.5. TYPE OF COMPANY/ FIRM

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

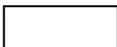
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:



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)].

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.

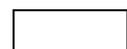
The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial> development/ip.jsp at no cost.

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 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%
Plastic Pipes	100%
Electrical Cables	50%-70%
Valves Products	70%
DC Combiner Boxes	65%
Furniture Products office Furniture	85%
Inverter	50%-70%
Prepaid Electricity Meters	50%-70%
Bulk Material Handling	85%
Pumps, Medium Voltage (MV) Motor and Associated Accessories	70%



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

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

- 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

<https://www.resbank.co.za/>

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C) audited and certified as correct?
(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

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

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

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

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

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

IN RESPECT OF BID NO

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

.....

NB

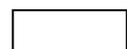
1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C) is accessible on <http://www.thedtic.gov.za/wp-content/uploads/IP-guideline.pdf> **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.**

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.



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 have been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above.

(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 A18: CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI)

This section sets out how personal information will be collected, used and protected by Johannesburg Development Agency hereinafter referred to as “JDA”, as required by the Protection of Personal Information Act. The use of the words “the individual” for the purposes of this document shall be a reference to any individual (bidder) communicating with JDA and/or concluding any agreement, registration or application, with the inclusion of each of those individuals referred to or included in terms of such agreement, registration or application.

1. What is personal information?

The personal information that JDA requires relate to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, personal and work email and contact details.

2. What is the purpose of the collection, use and disclosure (the processing) of personal information?

JDA is legally obligated to collect, use and disclose personal information for the purposes of:

- reporting initiatives to the City of Johannesburg Municipality;
- reporting to National Treasury all contracts awarded;
- obtaining information related to Tax Compliance information from SARS;
- verifying information on the National Treasury database of defaulters;
- evaluating and processing applications for registration on the database;
- compiling statistics and other reports;
- providing personalised communications;
- complying with the law; and/or
- for a purpose that is ancillary to the above and as may be directed by our POPI manual/Policy. Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.

3. How will JDA process personal information?

JDA will only collect personal information for the purpose as stated above and for such specific purpose. Information will be collected in the following manner:

- directly from the individual;
- from service providers who provided with services or goods to JDA;
- from JDA’s own records relating to previous supply of services or goods; and/or

JDA GCC



- from a relevant public or equivalent entity.

4. To whom will personal information be disclosed?

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country (transborder flow of information) where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for. In the event of another party/ies acquiring all of or a portion of JDA's mandate or functions, personal information will be disclosed to that party but they will equally be obliged as we are, to protect personal information in terms of this policy and the law.

5. Consent and Permission to process personal information:

I hereby agree with the policy and provide authorisation to JDA to process the personal information provided for the purpose stated:

- I understand that withholding of or failure to disclose personal information will result in JDA being unable to perform its functions and/or any services or benefits I may require from JDA.
- Where I shared personal information of individuals other than myself with JDA, I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in terms of this personal information policy and I warrant that I am authorised to give this consent on their behalf.
- To this end, I indemnify and hold JDA not responsible in respect of any claims by any other person on whose behalf I have consented, against JDA should they claim that I was not so authorised.
- I understand that in terms of POPIA and other laws of the country, there are instances where my express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.
- I will not hold JDA responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

6. Rights regarding the processing of personal information:

- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide JDA with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in



the interference of legal obligations, then such withdrawal will only be effective if JDA agrees to same in writing. JDA specifically draws to the attention that the withdrawal

of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.

- In order to withdraw consent, please contact the JDA Information Officer/SCM
- A copy of the full JDA policy is available.
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify JDA so that our records may be updated. JDA will largely rely on the individual to ensure that personal information is correct and accurate.
- The individual has the right to access their personal information that JDA may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:
 - the information comes under legal privilege in the course of litigation,
 - the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
 - giving access may cause a third party to refuse to provide similar information to JDA,
 - the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
 - the information as it is disclosed may result in the disclosure of another person’s information,
 - the information contains an opinion about another person and that person has not consented, and/or
 - the disclosure is prohibited by law.

7. Queries relating to breach of personal information:

- Please submit queries relating to the breach of personal information to the JDA’s information officer and SCM in writing as soon as the breach is discovered.

Bidder Signature:	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

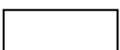
FORM B12: AUDITED FINANCIAL STATEMENTS

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

.....
SIGNATURE

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

.....
DATE



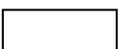
FORM B13: BANK RATING

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

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

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

.....
DATE



FORM B14: BANK STATEMENTS

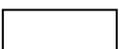
The tenderer shall attach to this page the primary bank statements for the past three months.

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 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 on the tender CD. 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.: JDA 21/22.1.1.A.1005 PUBLIC ENVIRONMENTAL UPGRADES OF WATT STREET PRECINCT (WYNBERG)

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

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

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

.....

.....Rand (in words); R.....(in figures)

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

TENDERER:

WITNESS:

Signature

Signature

Name

Name

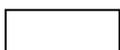
Capacity

Capacity

Date

Date

Name and address of organisation:



Acceptance

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

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Agreement)
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information

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

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

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

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

EMPLOYER:

WITNESS:

Signature

Signature

Name

Name

Capacity

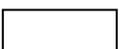
Capacity

Date

Date

Name and address of organisation:

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



Schedule of Deviations

Notes:

- 1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
- 2.
- 3. A Tenderer’s covering letter shall not be included in the final contract document. Should any matter in such letter which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance the outcome of such agreement shall be recorded here,
- 4.
- 5. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
- 6.
- 7. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of contract,

1 Subject

Details

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

2 Subject

Details

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

3 Subject

Details

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

4 Subject

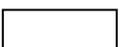
Details

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

5 Subject

Details

.....
.....



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

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

TENDERER:

EMPLOYER:

Signature

Signature

Name

Name

Capacity

Capacity

Name and address of organisation:

Name and address of organisation:

WITNESS:

WITNESS:

Signature

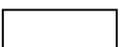
Signature

Name

Name

Date

Date



CONFIRMATION OF RECEIPT

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

the _____(day) of _____(month)_____ (year)

at _____(place)

CONTRACTOR:

WITNESS:

Signature

Signature

Name

Name

Capacity

Capacity

Date

Date

C.1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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.

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.1.2.1 GENERAL

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

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

SCC 6.2 Security

SCC 6.2.1 Delivery of Security

A fixed performance guarantee must be submitted 14 days from date of commencement as security for the due performance of the Contract in accordance with the Contract Data Part A: Data Provided by the Employer”.

The following conditions for the Guarantee shall apply:

Guarantors must be licensed by the Registrar of Financial Services Providers in terms of the Financial Advisory and Intermediary Services Act of 2002 (No. 37). Guarantees must be either insurance-backed or cash-backed. For insurance-backed guarantees, the guarantor must submit written confirmation from an underwriting management agency authorised to underwrite on behalf of an insurer or insurer registered with the Registrar of Short-Term Insurance in terms of the Short-Term Insurance Act of 1998 (No.53). For cash-backed guarantees, the guarantor must submit written confirmation from a bank registered with the Registrar of Banks in terms of the Banks Act of 1990 (No. 94). Guarantees issued by National Credit Providers as defined in, and regulated by, the National Credit Act of 2005 (No. 34) will not be accepted”.

SCC 6.2.2 Contractor failing to provide security

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

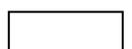
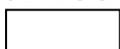
SCC 6.2.3 Validity of performance guarantee

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

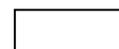
“The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion is issued.”

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

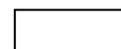
Clause	Data
1.1.1.13	The Defects Liability period is Twelve (12) months



1.1.1.14	The time for achieving Practical Completion is Nine (9) months.
1.1.1.15	The name of the Employer is JOHANNESBURG DEVELOPMENT AGENCY (JDA)
1.1.1.16	The name of the Employer's Agent is KABE CONSULTING ENGINEERS
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), Newtown, 2001 Address (postal): PO Box 61877, Marshalltown 2107 Contact person: Mr Thabelo Ratshilumela Telephone: 011 688 7835 Facsimile: N/A e-mail: tratsilumela@jda.org.za
1.2.1.2	The address of the Employer's Agent is: Address (physical): 218 Dr Van Der Merwe Road Montana Park, Pretoria Address (postal): PO Box 2202, Medunsa, 0204 Contact person: Tshiamo George Moeng Telephone: +27 (0) 87 809 0982 E-mail: tshiamom@kabe.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 QSE / EME 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 QSE / EME 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.
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 2014 (as may be amended from time to time).
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 R15,000.00 per day . The Contractor is to note that delay penalties, in addition to monies still owed to the Contractor (including retention monies) and the Guarantee, shall effectively be used to address additional costs incurred by the Employer, such as the Employer's Agent's construction monitoring fees and other service providers' fees and wayleave extension costs, as a result of the Works not being completed at the Due Completion Date.
5.14.1	Practical completion is achieved when All works as per scope of work, reach the 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
6.2.1	The security to be provided by the Contractor shall be a Performance Guarantee of 10% of the Contract Sum and 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 shall not exceed 10%.
6.8.2	The tenderer is to submit a fixed price tender (not subject to contract price adjustment)
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
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, of which 5% will be returned at reaching completion.
8.6.1	The Contractor shall provide the insurances required in terms of clauses 8.6.1.1, 8.6.1.2 and 8.6.1.3 of the General Conditions of Contract.
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.
8.6.1.2	Special Risks Insurance issued by SASRIA is required.
8.6.1.3	The Contractor is to indemnify the Employer against any liability in respect of damage to, or physical loss of the property of any person, or injury to or death of any person due to non-compliance with the Occupational Health and Safety Act (Act 85 of 1993) 2003."
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.
10.4.1	Dispute resolution is to first take place by means of an amicable settlement. The venue of all dispute resolution/determination shall be the Johannesburg Development Agency (JDA)'s offices in Newtown.
10.4.2	If amicable settlement is unsuccessful, the dispute shall be resolved by adjudication.



10.4.3	Payment of invoices shall be within 30 days of receipt of invoice by the Johannesburg Development Agency
10.5.3	The number of Adjudication Board Members to be appointed is ONE .

ADDITIONAL CLAUSES TO THE GENERAL CONDITIONS OF CONTRACT

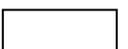
5.12.2.2	A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Employer's agent, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be considered 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 28 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.
	The penalty for failure, on the part of the Contractor, to submit any regular monthly report as set out elsewhere in this document on the 25th day of each month (or the previous workday for the applicable month) until the issue of the Certificate of Completion shall be subject to a penalty of R100.00 per report per day , until report is submitted, and which shall not be reversible.
	It is a condition of Contract that a minimum of 30% of the Total Sum of Works, excluding "Section SANS 1200 A – Preliminary and General" and Provisional Sums cost, be subcontracted to local QSE / EME contractors.
	<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):
	Contact person:
	Telephone:
	Facsimile:
	e-mail:
	Facsimile:
	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 up to a limit of 5% of the Contract Sum, of which half 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: **Variable**

“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.

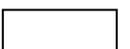
CONTRACT DETAILS

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 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:



1.1.1 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)

1.1.2 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.

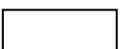
3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledges that:

3.1.1 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.

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

3.2 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:



- 3.2.1 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;
- 3.2.2 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;
- 3.2.3 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.
- 3.3 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 up this Performance Guarantee, such demand stating that:
- 3.3.1 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
- 3.3.2 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
- 3.3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.

- 3.8 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.

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

- 3.10 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.

- 3.11 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.

- 3.12 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

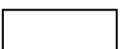
C1.4 Occupational Health and Safety Agreement

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 **PUBLIC ENVIRONMENTAL UPGRADES OF WATT STREET PRECINCT (WYNBERG)- CONTRACT No.: JDA 21/22.1.1.A.1005** 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 defect 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.

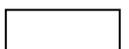
WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

PUBLIC ENVIRONMENTAL UPGRADES OF WATT STREET PRECINCT (WYNBERG) - CONTRACT No.: JDA 21/22.1.1.A.1005

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

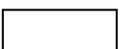
the day of 20.....

SIGNATURE: _____

NAME AND SURNAME: _____

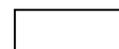
CAPACITY: _____

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 Employer's agent 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:

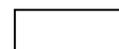
Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by 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 OHS Act 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

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
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

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(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

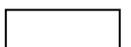
- 1.3.1 Requirements
- 1.3.2 Resource Standards pertaining to targeted procurement
- 1.3.3 Subcontracting

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 Employer's main project objectives with regards to complete streets in Wynberg is to develop and re-develop the city's streets as complete streets. Complete streets refer to roads that are designed to accommodate diverse modes, users and activities including walking, cycling, public transport, automobiles, nearby businesses, and residents. Such street designs help create a more multi-modal transport systems and more liveable communities

Practical Completion is to be achieved within the time stated in the Contract Data.

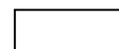
Practical completion is only achieved when the whole or portion of the work has reached a state of readiness, fit for the intended purpose, and occupation without danger or undue inconvenience to the Employer, even though some work may be outstanding.

This work is both plant and labour intensive. The successful bidder must optimally utilise labour intensive methods to maximise employment opportunities to the local community in line with the JDA requirements.

1.1.2. Overview of the works

The Contractor shall be responsible for provision and construction of the assigned Works including the construction of the various elements of works, the supply of materials, transport to site, unloading from road or rail, storage on site, site quality control and management, testing, painting, and finishing to the satisfaction of the 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, including:
 - Underground detection survey,
 - Opening and closing of test pits to survey existing services,
 - Survey for confirmation of existing stormwater and sewer system indicating position, pipe sizes and invert levels.
- Remove existing asphalt surfacing, segmented block paving, kerbing, and concrete channelling. (Where required)
- Accommodation of vehicular and pedestrian traffic, including temporary access to properties.
- Protection of existing services.
- Relocation, raising or lowering of existing services. (Where required)
- Earthworks, layer works for new segmented paving block areas.
- Construction of new storm water infrastructure and associated works. (Where required)
- Remedial work to existing storm water services where required.
- Provision and construction of block paving for sidewalks.
- Patching of roadways in relevant places. (Where required)
- Construction of pre-cast kerbing as well in-situ cast concrete edge beams and channels.
- Installation of ducts for future fibre cables, electrical works, and traffic signals.



- Trimming, removal and or planting of trees.
- Installation of tree rings and brick planters.
- Installation of urban street furniture.
- Installation of road signage and markings.
- Provision for new Street Lighting system and post .
- Landscaping.
- Construction of Retaining wall structure.
- Provision of reinforced concrete stairs.
- Provision for improvement of the interchange around the BRT

1.1.3. Extent of the Works

The stormwater drainage system will be extended and tied in with the existing system and the existing drainage inlet structures must also be rehabilitated (by cleaning and/or partial and/or fully rebuilt), where specific structures shall be so indicated on the construction drawings.

Signage and marking shall be provided as specified on the construction drawings, including relocation of existing signs and/or markings, replacement of missing or damaged signs and/or markings and provision of new (and/or additional) signs and/or markings.

Sidewalks, unless otherwise instructed in writing by the employer's agent, shall:

- Be constructed of concrete and clay paving blocks to colour, size, thickness, and patterns as specified on the formally issued construction drawings.
- Incorporate kerbing as an edge restraint and as specified on the formally issued construction drawings.
- Incorporate universal access ramps, including directional guidance and warning tactile blocks.
- Not hinder access to property or building entrance/exits and shall be tied-in seamlessly without creating stormwater drainage hindrance or creating steep ramps that hinders vehicle travel.
- Landscaping, planting of trees and plants.

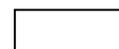
Sidewalks shall be constructed outside the roadway, but in the road reserve and may share "universal" ramps at roadway crossings. This shall necessitate the removal and disposal of existing walkways (surfacing, base course, and kerbing) where so indicated on the construction drawings.

Ancillary Works

- Road signs and road markings where appropriate.
- Traffic signals. To be relocated and or newly installed.
- Landscaping and finishing of the road reserve.
- Street furniture.
- Provision for new street lighting and cabling.

1.1.4. Location of the Works

The site is located in Wynberg, a suburb in the east of Johannesburg near the area of Alexandra and the greater Sandton region. The site falls within the City of Johannesburg Metropolitan in Region E of the metro around the approximate following coordinates: 26°06'35.97"S 28°05'05.53"E.



See Locality in in Part 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 employer's representative.

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

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.

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

1.1.8. Planning / Programming Conditions

The Contractor must consider 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 Employer's agent. A maximum of **10 working days** needs 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 Employer's 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.

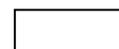
1.2.4. Drawings

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 Employer's 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 (QSE / EMEs) 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 QSE / EMEs” 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 QSE / EME 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 subcontract a minimum value of work as follows:

If it is established that the QSE / EMEs are sufficiently resourced to execute the proposed works as a complete package the Contractor may conclude full sub-contract agreements with locally based QSE / EMEs 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 QSE / EME's:

- Paving
- Kerbing
- Landscaping
- Installation of Street furniture
- Excavation and installation of electrical poles
- Installation of water pipes
- 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 QSE / EMEs full rates as submitted by the Contractor to the JDA.

The form of contract to be used with SMMEs is the SAFCEC General Conditions of Sub-Contract for Civil Works or a JDA approved form of contract. The Contract Data must record the specific requirements in respect of penalties, retention and payment. With regard to the latter, the Contractor is to allow for fortnightly certificates from the SMMEs and for payment to the SMMEs to be effected within 7 days of certification, this is not subject to the Contractor receiving payment from the JDA. Failure of the main contractor to pay the invoices of the SMME, the JDA reserves the right to make payment directly to the SMME through a cession agreement and then recover on the next payment certificate the cost from the main contractor

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

In order to achieve the goals of this policy and to ensure that the QSE / EMEs 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 QSE / EME bill of quantities is to provide for market related P&G items in order that the QSE / EME may be compensated for any unforeseen delays or events that impact on his ability to complete his works. **It is to be specifically noted that the rates for items of work to be executed by QSE / EME's must be market related. Tenderers are to ensure that rates tendered for this portion of the works is to take into account all items that the main contractor would have allowed for in his normal course of pricing, i.e. materials, labour, wastage, profit, attendance, etc. all at applicable productivity rates.**

2. The Contractor will be expected to have clearly specified the programme dates to the QSE / EME Contractors and these dates are to be included in the contract of agreement between the two parties. The Managing Contractor is to monitor the QSE / EME Contractor's progress against the programme and hold progress meetings with the QSE / EME Contractors where minutes are to be kept and signed off by both parties.
3. The Contractor is to assess the skills of the QSE / EME Contractor and provide the relevant support and training where it is necessary in order for the QSE / EME Contractor to complete the works to programme, budget, and specification. The Managing Contractor will be expected to provide on-site training to the QSE / EME Contractors that will ensure that the QSE / EME 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 QSE / EME Contractors in all aspects to achieve safety compliance, that will include:
 - a) Assisting the QSE / EME Contractors with developing their safety files, legal appointments, etc
 - b) Assisting the QSE / EME Contractors with achieving safety on site.
 - c) Having toolbox talks with the QSE / EME 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 QSE / EME Contractors. The Managing Contractor will be expected to monitor the QSE / EME Contractor's works for quality compliance and provide all the necessary support to the QSE / EME Contractors in order to achieve quality requirements. The Managing Contractor is to ensure that if the QSE / EME Contractor's quality of works does not achieve specification the Managing Contractor will assist the QSE / EME 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) QSE / EME Contractor resources on the site, i.e. supervisors, labour, plant tools and equipment
 - b) QSE / EME Contractor progress of works on site.
 - c) QSE / EME Contractor quality control on site.
 - d) QSE / EME Contractor expenditure on the project versus target expenditure.
 - e) Copies of minutes of the QSE / EME 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.

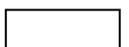
Following from the above, the QSE / EME’s to be contracted on the project must be selected from the provided database which will be given to the successful bidder. The database includes QSE / EME that are youth, women owned, disabled and ex-combatants. The Contractor will be expected to give preference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

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

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

The QSE / EME supervisor will be required to conclude a scorecard with the JDA. Said scorecard will encompass four key performance areas and several key performance indicators as outlined overleaf. The QSE / EME 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 QSE / EME Contractor enforces the safety specs and relevant OHSA (b) Reporting of incidents and accidents <ul style="list-style-type: none"> • Ensures QSE / EME 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 QSE / EME 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 QSE / EME Contractor in the works approval process (e) Read Drawings <ul style="list-style-type: none"> • Assist QSE / EME Contractor in reading and interpreting construction drawings
3) Financial	(a) Daily Costing <ul style="list-style-type: none"> • Ensures that QSE / EME Contractors do daily costing (b) Variances to Scope <ul style="list-style-type: none"> • Assist QSE / EME Contractors identify and claim for additional works



Key Performance Areas	(a) Key Performance Indicators
	(c) Standing Time Costs <ul style="list-style-type: none"> • Assist QSE / EME Contractors compute and Claim standing time costs
4) Site Administration and Progress Monitoring	(a) Communication <ul style="list-style-type: none"> • Ensures that QSE / EME 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 QSE / EME Contractors and that contingency plans are followed through (c) Site diary <ul style="list-style-type: none"> • Ensures QSE / EME Contractors maintain a site diary (d) Claims <ul style="list-style-type: none"> • Assist QSE / EME Contractors draft claims for Extension of Time where applicable (e) Quantities <ul style="list-style-type: none"> • Assist QSE / EME Contractors in the measurement of the works

Following from the above, the QSE / EME'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 QSE / EME that are youth, women owned, disabled and ex-combats. The contractor will be expected to give preference to QSE / EME's that comply with all/most of these groups. The following information must be provided by said contractor within 14 days of the commencement date of the contract.

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

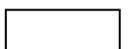
The onus is on the Contractor to prove to the Employer that no fully fledged QSE / EMEs are active in the area of the project. In this case, the contractor can source QSE / EME's from adjacent wards and must submit a proposal with his tender on how he intends to advance the growth of the QSE / EME's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

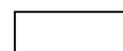
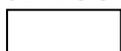
Should the contractor, at Practical Completion, be in default by non-attainment of the above-mentioned labour-intensive targets and QSE / EME requirements, the Employer shall have the right to, without prejudice of any other rights, apply a penalty not exceeding 5% of the contract sum

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

SANS 1200

Particular / generic specifications

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

Certification by recognized bodies

Non-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 Employer's 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 Employer's 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 1200AA of the standard specifications as amended shall apply in this regard.

1.4.5. Site Establishment

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

Services and Facilities Provided by The Employer:

- Nil

Facilities Provided by the Contractor:

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

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 20 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 workstation and storage area per QSE / EME (Office base may be subdivided per QSE / EME).

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.

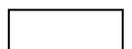
The Contractor is to allow for the accommodation and diversion of pedestrian traffic in his preliminaries & general items all in accordance with the South African Road Traffic Signs Manual, The Occupational Health & Safety Act & The Construction Regulations as amended, including on-going liaison with 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 resident's 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.

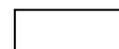
(b) Testing and quality control

(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 Employer's agent 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 subclause 1.4.12(b)(I)

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

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

(b) Additional tests required by the EMPLOYER'S AGENT

The costs of any additional tests required by the EMPLOYER'S AGENT in terms of subclause 1.4.12(b) (I): Additional testing required by the EMPLOYER'S AGENT, 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 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 (ie 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 days 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 QSE / EMEs 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 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 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.

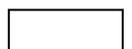
The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bided for the related items of work. The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency 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 Employer's agent 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 CVs 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 considered 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 refer 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 failing 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.

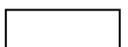
TABLE 1: EXAMPLE OF THE FORMAT OF HEALTH AND SAFETY PLAN

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
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- 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.

4.10. COVID 19 Protocol

COVID 19 SHE Specification shall be developed as a response to ensure that the risk of contagion from COVID 19 within the project team is mitigated to as low as reasonably practicable. The COVID 19 SHE Specification shall be read and implemented in line with all applicable National COVID 19 legislation as published by the South Africa Government and other local authorities from time to time. The Principal Contractor and the other

contractors on site should ensure a risk-based approach to all project processes so as to identify high risk areas and ensure that preventive measures are in place to mitigate infection and cross infection for the entire project team. Information from reputable sources should be used in consultation with the Construction Health and Safety Agent (representing the client) so as to mitigate the use of misleading information that is not based on empirical scientific research. Guidelines as issued by the National Department of Health (South Africa), Department of Employment and Labour, National Institute for Communicable Diseases, any other recognised Government Institution, World Health Organisation (WHO) shall be referred to ongoing for the duration of the project. The Principal Contractor shall ensure that there is adequate financial provision so as to implement COVID 19 prevention measures at the workplace.

The following factors (but not limited to) should be considered by the Contractor(s) upon developing a suitable and sufficient COVID 19 mitigation protocol on site:

- Legal requirements and other requirements
- Transportation of employees to site
- Employees' and visitors' COVID 19 screening
- Access control
- Site facility and sanitation standards and needs
- Eating area
- Change rooms
- Ablution facilities
- Control of visitors on site
- Employee medical surveillance
- Training and creation of awareness
- Emergency procedures
- Site sanitization
- Hazchem controls, use and effectiveness monitoring
- Stay home leave policies
- PPE requirements and training thereof
- Selection of respiratory PPE
- Use of other PPE
- Responsibility and control
- Adherence to social distancing
- Social distancing while executing project tasks
- Personal hygiene
- Use of shared resources
- Stakeholder consultation
- Use of hand tools and portable electrical equipment
- Smoking policy
- Subcontractor and supplier management
- Good Ventilation

PORTION 02: VARIATIONS AND ADDITIONS TO THE SABS 1200 STANDARDISED SPECIFICATIONS

SABS 1200 A	:	General
SABS 1200 AB	:	Engineer's office
SABS 1200 C	:	Site Clearance
SABS 1200 DA	:	Earthworks (Small works)
SABS 1200 DB	:	Earthworks (Pipe trenches)
SABS 1200 DK	:	Gabions and pitching
SABS 1200 DM	:	Earthworks (roads, subgrade)
SABS 1200 G	:	Concrete (Structural)
SABS 1200 H	:	Structural Steelwork
SABS 1200 LE	:	Storm water drainage
SABS 1200 ME	:	Subbase
SABS 1200 MF	:	Base
SABS 1200 MJ	:	Segmented paving
SABS 1200 MK	:	Kerbing and channelling
SABS 1200 MM	:	Ancillary roadworks

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

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

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

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

Add the following Sub-clause

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

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

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

Add at the beginning of Sub-clause 2.2:

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

PSA 2.8 Items in Schedule of Quantities

In the fourth line of Sub-clause 2.8.1, after the word "specification", add:

"or in the measurement and payment clause of the standard specification or project specification".

PSA 3 Materials**PSA 3.1 Quality**

Add to Sub-clause 3.1:

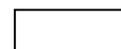
"All materials shall be the best of their respective kinds, undamaged, sound and free from defects and shall comply with the relevant clauses of the Specifications.

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

PSA 4 Plant**PSA 4.3 Medical facilities and safety equipment**

Add Sub-clause 4.3:

“The suitable first aid services required in terms of Sub-Clause 23(2) of the General Conditions of Contract and Sub-clause 4.2 of SABS 1200 A shall include, inter alia, a First Aid cabinet fully equipped



and maintained with at least the minimum contents as listed in the Annexure (Regulation 3) to the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), to deal with accidents and ailments which are likely to occur during the construction period.

The Contractor shall provide personal safety equipment and facilities as required by Regulation 2 of the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).”

PSA 4.4 Latrine facilities

Add Sub-clause 4.4:

“The Contractor shall provide, maintain, move to positions as required and finally remove proper sanitary accommodation at each working site. After removal of the sanitary accommodation the Contractor shall properly close and seal all pits and reinstate vegetation.

The sanitary accommodation provided shall be adequately ventilated, properly disinfected and kept in a thoroughly clean condition at all times.

The Contractor shall make arrangements for the removal of pails in the case of pail closets or a chemical closet. The costs associated with the provision of sanitary accommodation will be deemed to have been included in the tendered rates for the various construction items or operations. “

PSA 5 Construction

PSA 5.2 Watching, Barricading, Lighting and Traffic Crossings

Delete standard clause 5.2 and replace with PSA 5.2

“The Contractor shall programme his Works in such a way that the area is secure at all times.

The EMPLOYER’S AGENT or his representative shall suspend Works if, in his opinion, this requirement is not being complied with.

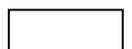
The Contractor shall make provision for any temporary Works as may be required for the purpose of ensuring the safety of adjoining Works and property and for the protection of all persons or animals. He shall be responsible for all damage, injuries and accidents that may occur through his omission of any necessary provision in this respect.

The Contractor shall make full provision for all watching and lighting necessary for the protection of all persons, animals, vehicles, etc., from injury by reason of the Works. He shall provide ample warning signs; guard rails, etc., around open trenches, stacks of material, excavated materials, debris or the like, and shall provide walkways over trenches wherever required for the convenience of the public.

The Contractor shall provide and maintain all necessary temporary protection of finished and/or existing Works liable to be damaged during the progress of the Works by properly covering up, isolating, etc., as required. The Contractor shall be responsible for any damage which may occur and shall make good at his own expense.

Every part of the Works, as described under the ‘Description of the Works’ which is accessible to the public, including other Contractor's or the Employer's personnel, or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered shall be:

- a) in accordance with the SHE requirements.



b) provided with red warning lights, or other boundary restrictions and/or indicators, which are clearly visible, including at night or when visibility is poor.

The EMPLOYER’S AGENT shall stop any Works in progress which he deems to be unsafe and to expedite all necessary and appropriate action. All costs in this regard shall be to the Contractor’s account.

The Contractor shall so arrange his Works that flow of the Employer's vehicular and pedestrian traffic can be maintained at all times. In this respect, it may be necessary that culverts and pipes be constructed in sections.”

PSA 5.4 Protection of overhead and underground services

Delete standard clause 5.4 and replace with PSA 5.4

“The contractor shall locate and protect the existing services. All services shall be treated as live until proven otherwise.

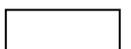
Before the commencement of any excavation the Contractor shall confirm the name and telephone number of the relevant officials directly concerned with the known or suspected services, shall acquaint himself with the position of the control points of the services and shall have readily available the equipment necessary to shut-off and isolate any such service. The Contractor shall liaise with the relevant authorities or controlling bodies for the necessary temporary closure of any services during construction.

Before commencing any excavation for trenches in a specific area, the Contractor shall locate all existing services with the co-operation of the relevant authority in the presence of the Employer’s agent's Representative, and as directed by the Employer’s agent's Representative, carefully excavate by hand, expose, and survey such services.

The Contractor will be held responsible for any damage to known services (i.e. services that are within the Site of the Works and are shown on the drawings) and he shall take all necessary measures to protect them. All work or protective measures shall be subject to approval. In the event of a service being damaged, the Contractor shall immediately notify the authority concerned as well as the EMPLOYER’S AGENT. The Contractor shall not repair any such service unless instructed to do so.

Where no underground services are shown on the drawings or scheduled but the possibility of their presence can reasonably be inferred, the Contractor shall, in collaboration with the Employer’s agent, ascertain whether any such services exist within the relevant section of the Site. The Contractor shall complete such investigation well in advance of the start of construction work in the said section and he shall make whatever arrangements are necessary for the protection, removal, or diversion of the services before any construction work commences.

As soon as any underground service not shown on the drawings is discovered, it shall be deemed to be a known service and the Contractor will be held responsible for any subsequent damage to it. If such service is damaged during the course of its discovery, the cost of making good such damage will be met by the Employer unless he establishes that the Contractor did not exercise reasonable diligence and that the damage was avoidable.



Where the authority concerned elects to carry out on its own account any alterations or protective measures, the Contractor shall co-operate with and allow such authority reasonable access and sufficient space and time to carry out the required work. Permanent alterations to or permanent diversion of services necessitated by the execution of the Works and authorized will be paid for in terms of the conditions of contract, but no such work will be paid for if it has not been previously inspected and if proper written instructions have not been given.”

PSA 8 Measurement and Payment

PSA 8.1 Measurement

PSA 8.1.1 Method of measurement, all sections of the schedule

In the second line of Sub-clause 8.1.1, after the words "standardized specification or in" add: "the measurement and payment clause of the standard specification or".

PSA 8.2 Payment

PSA 8.2.1 Fixed-charge and Value-related Items

Add at the end of existing clause 8.2.1

“Where lump sums are provided for a preliminary and general item or section of the schedule of quantities is provided to cover the Contractor's charges for compliance with the requirements of the conditions and specifications of Contract, if so required the Contractor shall provide a lowest-level composition of the various sub-items that result in the total provided sum.”

PSA 8.2.2 Time-related Items

Add at the end of existing clause 8.2.2

“Where lump sums are provided for a preliminary and general item or section of the schedule of quantities is provided to cover the Contractor's charges for compliance with the requirements of the conditions and specifications of Contract, if so required the Contractor shall provide a lowest-level composition of the various sub-items that result in the total provided sum.”

PSA 8.3 Schedule fixed-charge and value-related items

PSA 8.3.1 Contractual Requirements

Add at the end of existing clause 8.3.1

“The Contractor shall provide a lowest-level composition of the sum in his submission.”

PSA 8.3.3 Other Fixed-charge Obligations

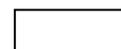
Add at the end of existing clause 8.3.3

“The Contractor shall provide a lowest-level composition of the sum in his submission.”

PSA 8.4 Scheduled time-related items

Delete standard clause 8.4 and replace with PSA 8.4

“Payment for time-related items will be effected as follows only after payment for the relevant fixed-charge item has been made: Subject to the provisions of 8.2.1 and 8.2.2, payment of incremental



amounts (calculated by the division of the remainder of the tendered sum by the number of months required to complete the site activities for which the relevant sum was tendered) will be authorized in each of the subsequent progress certificates until the sum tendered has been paid.

NOTA BENE: Should the Employer’s agent grant an extension of time, the Contractor is entitled to an increase in the amount tendered for time related items however this shall be limited to time-related item(s) as deemed necessary to successfully complete the extended work, at a unit rate determined from the sum tendered for such item or the unit rate for the sub-item as per clauses 8.2.1 and 8.2.2 or a variation thereof.

Payment for such increased amounts will be considered as full compensation for all time related and general costs which arise as a result of the extension of time.”

PSA 8.4.3 Supervision for Duration of Construction

Add at the end of existing clause 8.4.3

“The Contractor shall provide a lowest-level composition of the sum in his submission.”

Add the following sub-clauses:

PSA 8.4.3 c) Foreman for QSE / EME Contractor Unit: Sum

Foreman, for QSE / EME Contractor (...State Number or Name)

The sum shall cover the costs of an on-site supervision foreman for the proper completion of the QSE / EME Contractor(s) allocated/assigned works, and shall cover the cost of the salaries, wages and allowances paid to the foreman, and any dedicated assistant and of transport incurred in connection with such staff.

This sum shall ONLY be payable pro-rata to the number of days per month during the Contract Period that the Foreman is on site, available to his assigned QSE / EME Contractors and able to meet the completion date as per the accepted Contract Programme of his assigned QSE / EME Contractors.

Monthly Payable Sum:

		<u>Monthly Foreman Assessment Score (out of 10)</u>
Tendered Sum	X	10

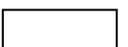
Nota Bene: Monthly Payable sum cannot be less than R0.00

PSA 8.4.5 Other Time-related Obligations

Add at the end of existing clause 8.4.5

The Contractor shall provide a lowest-level composition of the sum in his submission.

PSA 8.4.6 Provision of surveyor and survey equipment required for the survey of the works and construction setting out in accordance with the specification Unit: Sum



The sum shall cover all costs required to fulfil the requirements of the contract as specified by the employer in Clause (1.4.11) Survey.

The sum includes survey works requested by the Employers Agent for coordinating (X,Y,Z) existing services found on site, including confirmation of invert levels for stormwater systems as well as sewer systems. And confirmation of completed levels in relation to existing levels where new works tie in with existing works.

PSA 8.4.7 Obtaining and maintaining in good standing, of wayleaves for the duration of the contract
Unit: Sum

The sum shall cover all applications to all affected parties for wayleaves. The Sum will also cover the cost of renewing the wayleaves where necessary, and any means of keeping the wayleaves in good standing through up to completion of construction.

PSA 8.4.8 Community Liaison officer
Unit: Provisional Sum

The provisional sums shall cover the salary of the CLO for the duration of the contract as specified by the employer, as well as cell phone allowance for airtime and data.

The overhead charges will be for the facilitation of payment to the CLO as specified in Clause 1.4.12 (n) Community participation.

PSA 8.4.9 Training Obligations
Unit: Provisional Sum

The provisional sum shall cover all costs relating to provision of training to meet the requirements of the contract and those of clauses 1.3.2 and 1.4.12

The overhead charges will be for the facilitation of training as per the requirements of the contract.
Unit: %

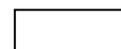
PSA 8.4.10 QSE / EME Construction Mentor
Unit: Sum

QSE / EME Construction Mentor (...State Number or Name)

The sum shall cover the costs of part-time (for contract duration) construction mentor assisting the QSE / EME's in ensuring the proper completion of the QSE / EME Contractor(s) allocated/assigned works, and shall cover the cost of the salaries, wages and allowances paid to the mentor, and any dedicated assistant and of transport incurred in connection with such staff.

The overarching objective of mentorship support provided to QSE / EME's is to bring an acceptable level of party parity in the contractual relationship between the main contractor and the QSE / EME, while also capacitating the QSE / EME to ensure they fulfil their contractual obligations and are aware of their contractual rights. Development of a contractual relationship and environment that is fair to both the main contractor and the QSE / EME's is imperative in enabling successful participation of the QSE / EME category contractors.

The QSE / EME mentor must be registered as Construction Manager with the SACPCMP and have at least 10 years' experience in the construction management and middle and senior level.



The duties of the QSE / EME Construction Mentor are as follows, but not limited to:

- Assist the main contractor with the evaluation process of available QSE / EME's, as well as the appointment process.
- Review the main contractor's proposed contract documentation to be used to engage the QSE / EME's, i.e. Conditions of Contract, specifications, etc.
- Provide input and recommendations on the QSE / EME training requirements.
- Assist the QSE / EME's in ensuring contractual and statutory compliance.
- Provide input in the development of QSE / EME's site administration and quality assurance processes and documentation.
- Review and provide input into the QSE / EME's scope programming/planning.
- Assist and advise the QSE / EME's in resource procurement, allocation and utilisation.
- Assist and advise the QSE / EME's in cost control and cashflow management.
- Provide support and advise on contract administration and contractual matters.
- Ensure the required contractual completion certifications is issued to the QSE / EME's.
- Ensure standard contractual documentation relating to the project is issued to ensure registration with statutory bodies, such as CIDB, NHBRC.
- Provide advice on upgrading CIDB grading.
- Progress and final reporting on the above processes.

This sum shall ONLY be payable pro-rata to the number of days per month during the Contract Period that the mentor is on site, available to his assigned QSE / EME Contractors and able to meet the completion date as per the accepted Contract Programme of his assigned QSE / EME Contractors. The minimum contact time between the mentor and the appointed QSE / EME contractors is 10 hours per week and 40 hours per month.

PSA 8.4.11 Provision for main-contractors profit on work items sub-contracted to QSE / EME's

Unit: Sum

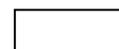
The sum shall cover the planned profit the main contractor is pricing on items which will be constructed by QSE / EME sub-contractors as per the requirements of the contract and those of clauses 1.3.2 and 1.4.12. The rates for specific work items sub-contracted to QSE / EME's must be the same as the main contractors tendered rates and any mark-up (i.e. profit, overheads, handling, attendance, etc.) will be for the sub contracted QSE/ EME under work items that will be sub-contracted. The QSE / EME is also deemed to be able to make a reasonable profit on the item rate for the works. The main contractor shall price all planned mark-up / profits (i.e. profit, overheads, handling, attendance, etc.) on works to be sub-contracted to QSE / EME's under this item as no other means of profit in this regard will be considered.

The payment of this sum will be dependent on the progress of QSE / EME activities (value-related) and evaluated at the submission of monthly interim certificates.

PSA 8.4.12 Provision of Preliminary and General compensation for QSE / EME's

Unit: Provisional Sum

The provisional sum shall cover all costs relating preliminary and general charges from QSE / EME sub-contractors to meet the requirements of the contract and those of clauses 1.3.2 and 1.4.12. This



will also include to facilitate and procurement of baseline medicals as per OH&S requirements for labour appointed by QSE / EME's to meet the requirements of the contract and those of clauses 1.3.2 and 1.4.12.

This item is not used to compensate QSE / EME's for physical work-related items but strictly for preliminary and general requirements and is not to exceed 10% of their respective contract values.

The overhead charges will be for the facilitation of payment as per the requirements of the contract.

Unit: %

PSA 8.4.13 Complying with all Basic Environmental requirements Unit: Sum

The sum shall cover all time related cost incurred by the contractor to comply with all the Basic Environmental requirements as set by the government of South Africa, Gauteng Province, and any other legal body.

PSA 8.4.14 Complying with Health and Safety Specifications Unit: Sum

The sum shall cover the fixed charge cost incurred by the contractor to compile the Health and Safety File as per OH&S regulations, as well as the approval of the file by an external OH&S Officer. Health and safety personnel and the implementation of the file is payable on monthly basis, but only if Contractors scores above 90% score per month and no serious offences occurred.

PSA 8.8.2 Dealing with Traffic (or accommodation of traffic)

a) All temporary road traffic signs, markings, and access control. As well as all flag-persons required to safely guide the public (vehicles as well as pedestrians around the works.

Unit: Sum

The sum shall allow for every part of the Works, as described under the 'Description of the Works' which is accessible to the public, including other Contractor's or the Employer's personnel, or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered shall be:

- a) in accordance with the SHE requirements.
- b) provided with red warning lights, or other boundary restrictions and/or indicators, which are clearly visible, including at night or when visibility is poor.

The Employer's agent shall stop any Works in progress which he deems to be unsafe and to expedite all necessary and appropriate action. All costs in this regard shall be to the Contractor's account.

The Contractor shall so arrange his Works that flow of vehicular and pedestrian traffic can be maintained at all times. In this respect, it may be necessary that culverts and pipes be constructed in sections.

Scheduling and traffic accommodation restrictions are described under Part C "Description of the Works" Section 1.1.7.

b) Temporary hoarding for fencing of the works, including gates. Minimum 1.8m in height, covered in shading cloth or similar. Including placing the hoarding around the active portions of the works and moving the hoarding to follow the works for the duration of the works.

Unit: Sum

The sum shall allow for procuring the materials for the duration of the works, placing the temporary hoarding including gates and moving the hoarding from work area to work area. The length of hoarding required needs to be determined by the tenderer in relation to their work plan and accommodation of traffic plan.

c) Provision of qualified traffic controllers operational during morning and evening peak times. At times where intersections and or crossing roads (not Fox Street) are (partially) closed during the morning and evening peak times.

Unit: Sum

The sum shall allow for procuring qualified personnel (to be approved by the JMPD) for regulating traffic between 6.00 and 9.00 as well as between 15.30 and 18.30. This service is only required if during these hours on weekdays the crossing road, or portion of the road affecting traffic lanes, is closed for through traffic.

PSA 8.8.4 a) Conduct ground penetrating radar and CAT detection of existing underground services within the road reserve as well as 20m up and down streets crossing with the project street. A full report needs to be provided to the Employer’s agent of the services found, including a survey in CAD format indicating position and depth of services (x,y,z-coords).

Unit: Sum

The sum shall cover the costs of establishing the equipment and personnel on site, conducting the survey, de-establishing as well as all required reporting.

SANS 1200C: CIVIL ENGINEERING CONSTRUCTION: SITE CLEARANCE

PSC 8 Measurement and Payment

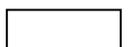
PSC 8.1 Basic Principles

Add the following: “All haulage required to dispose of materials removed from site is deemed to be included in the rates. As well as any dumping fees at disposal sites and City Parks fees for removing existing trees.”

PSC 8.2 Scheduled Items

Add the following sub-clauses:

“PSC 8.2.11 (a) Remove and dispose existing block paving (various types for walkways and driveways) along Works area. Unit: m²



The rate shall cover the cost of lifting existing blocks and edges with care, transporting, and disposing of waste blocks and edge restraints off-site. For areas outside the current roadway.

PSC 8.2.11 (b) Remove and dispose existing block paving (various types for within roadway) along Works area Unit: m²

The rate shall cover the cost of lifting existing blocks and edges with care, transporting, and disposing of waste blocks and edge restraints off-site. For areas inside the current roadway.

PSC 8.2.11 (c) Remove and dispose of unreinforced concrete along works area (channels, around manholes, etc.) Unit: m²

The rate shall cover the cost of saw cutting concrete edges for proper and aesthetical reinstatement, breaking concrete by hand and/or mechanical methods, protecting adjacent areas, and proper spoiling of concrete rubble. Re-instatement of concrete shall be measure and paid elsewhere.

PSC 8.2.11 (d) Remove and dispose of existing asphalt paved surfaces up to 80mm thick (average) along Works area. Unit: m²

The rate shall cover the cost of saw cutting asphalt edges for proper and aesthetical reinstatement, breaking asphalt by hand and/or mechanical methods, protecting adjacent areas, and proper spoiling of asphalt rubble. Reinstatement of asphalt shall be measure and paid elsewhere, as new works.

PSC 8.2.11 (e) Remove and dispose of concrete kerbing and channelling (all types, precast and cast in-situ) deemed to be in poor condition and for universal access ramps at intersection (ONLY on written instruction of the Employer’s agent). Unit: m

The rate shall cover the cost of lifting existing kerbing and channelling with care, transporting, and disposing of waste kerbing and channelling off-site. Restatement of kerbing and channelling shall be measure and paid elsewhere, as new works.

SANS 1200DA: CIVIL ENGINEERING CONSTRUCTION: EARTHWORKS (Small Works)

PSDA 5 Construction

PSDA 5.1 Precautions

PSDA 5.1.1 Safety

PSDA 5.1.1.1 Barricading and Lighting

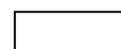
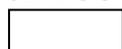
Delete standard clause 5.1.1.1 and replace with PSDA 5.1.1.1

“In terms of the applicable regulation of the Machinery and Occupational Safety Act, 1983 (Act 6 of 1983) every excavation by which the safety of persons may be endangered, shall

- a) be adequately protected by a rubber mesh barrier / fence of height at least 1.2m and be placed as close to the excavation as practicable.
- b) provide red warning lights at night.

It shall be the responsibility of the Contractor to ensure that the barricades and lights remain functional at all times.”

PSDA 5.2 Methods and Procedures



PSDA 5.2.6 Transport for Earthworks**PSDA 5.2.6.1 Free haul**

Delete standard clause 5.2.6.1 and replace with PSDA 5.2.6.1

“All distances applicable are considered as free haul distances and no additional payment will be applicable”

PSDA 5.2.6.2 Overhaul

Delete standard clause 5.2.6.2 and replace with PSDA 5.2.6.2

“Overhaul is not applicable hence all distances applicable are considered as free haul distances and no additional payment shall be applicable.”

Add the following sub-clauses:

“**PSDA 5.2.7** Disposal of unsuitable and surplus excavation material.

Excavated material that is unsuitable or has become surplus because of bulking, displacement by the manhole and/or pipework and importation shall be disposed of at approved tipping sites to be located by the Contractor. All unsuitable material shall be spoiled within 48 hours of excavation failing which the Employer’s agent shall be entitled to suspend work under the Contract. The prior approval of the Employer’s agent must be obtained before surplus material may be deposited, spread, and levelled at agreed sites within the area of the works. Any fees applicable to dumping these materials are deemed to be included in the rates.

PSDA 5.2.8 Kerbing.

Where the Contractor has, in the process of excavating, removed kerbing, of all types of shape and all material, he shall re-instate such kerbing to its original condition with regard to alignment (vertically and horizontally). This may include cleaning, but not patching. All kerbing damaged during the removal process shall be replaced at the cost of the Contractor.”

PSDA 8 Measurement and Payment**PSDA 8.3 Scheduled Items****PSDA 8.3.2 Restricted Excavation**

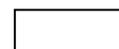
Delete standard clause 8.3.2 and replace with PSDA 8.3.2

“Restricted excavations shall not be applicable to the Works and the Contractor shall have been deemed to have familiarised himself with type of work and site conditions at tendering stage and accordingly allowed for such additional costs under sub-clause 8.3.1 (thus no additional or separate allowance is provided for in this Specification) by the Contractor.”

PSDA 8.3.3 Overhaul

Delete standard clause 8.3.3 and replace with PSDA 8.3.3

“Overhaul is not applicable hence all distances applicable are considered as free haul distances and no additional payment shall be applicable.”



SANS 1200DB: CIVIL ENGINEERING CONSTRUCTION: EARTHWORKS (PIPE TRENCHES)**PSDB 3 MATERIALS****PSDB 3.8 Classes of excavation where Labour Intensive Construction Methods are specified**

Add sub-clauses 3.8:

“The excavation of materials will, in the case of work which is required in terms of the contract to be executed utilising Labour-Intensive Construction Methods, be classified as follows for the purpose of payment:

a) Soft – (hand excavation)

i) Class 1

Soft excavation class 1 shall be excavation, including excavation of boulders not exceeding 0.04m³, in material that can be efficiently excavated and removed from the excavation by an average able-bodied labourer, at a rate of not less than 3.0 m³ per 9,25 hour working day per labourer, using only picks, shovels and similar hand tools.

ii) Class 2

Soft excavation Class 2 shall be excavation, including the excavation of boulders not exceeding 0,04 m³, (excluding soft excavation Class 1) in material that can be efficiently excavated and removed from the exaction by an average able-bodied labourer or group of such labourers, at a rate of not less than 1,0 m³ and not more than 3,0 m³ per 9,25 hour working day per labourer, using only picks, shovels and similar hand tools.

b) Intermediate

Intermediate excavations shall be excavations in material which requires ripping or loosening by mechanical means prior to removal of the loosened material utilising the method as described in (a).

c) Hard rock excavation

Hard rock excavation shall be excavation of undecomposed boulders exceeding 0.04 m³ and excavations in solid rock occurring in bulk or in banks or ledges, which requires loosening or breaking up by drilling, wedging, splitting, or blasting or by other approved quarrying methods, prior to being excavated and removed from the excavation utilising only picks, shovels, and similar hand tools. Such excavation generally includes materials such as formations of unweathered rock that can be removed only after blasting.

The Employer’s agent will instruct which portions of the Works, based on the evidence provided form trial holes excavated as directed by the Employer’s agent at approximately 100 m spacing by the Contractor for this purpose, will be executed utilising Labour-intensive Construction Methods. The trial holes shall be excavated to trench depth utilising a Backactor or similar.”

PSDB 3.9 Trial holes

Add sub-clauses 8.9:

“2m deep trial holes shall be excavated by means of labour-intensive methods, at 100 m intervals or as indicated on the pipe centreline in the presence of the Employer’s agent and the Contractor’s representative on site in order to agree the classes of excavation.”

PSDB 4 PLANT**PSDB 4.3 Compaction Equipment**

Replace the contents of this sub-clause with the following:

“PSDB 4-3-1 Machine Compaction

- a) Where the compaction is not required to be executed utilising Labour-intensive Construction Methods, or where the utilisation of mechanical compaction plant and equipment is allowable in terms of the Contract, the Contractor may use mechanical compaction equipment , but he shall select such equipment and operate it in such a manner that the pipeline, duct or cable is not stressed or damaged.
- b) Machine compaction shall not be used directly above the pipe until sufficient backfill has been placed to ensure that machine compaction loads transmitted to the top of the pipe are no greater than would be imposed by normal traffic loads over a pipeline with cover of 600 mm.

PSDB 4.3.2 Labour intensive Construction Methods

- a) Unless and to the extent as may be otherwise provided in Part 1 of the Project Specification, the Contractor shall, in the compaction of materials by Labour Intensive Construction Methods, utilise only hand-held manually powered tampers, rollers and similar compacting hand tools and equipment.
- b) Compaction shall be carried out in such a manner as to ensure that the pipeline, cable or duct is not stressed or damaged. The material above the pipe shall not be compacted until sufficient backfill has been placed to ensure that the compaction loads transmitted to the top of the pipe are no greater than would be imposed by normal traffic loads over a culvert with cover of 600 mm.”

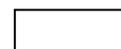
PSDB 5 CONSTRUCTION**PSDB 5.1.3 Accommodation of Traffic and Access to Properties**

Add the following to the end of the sub-clause:

“The Contractor shall not be allowed to cut off access to any residential and commercial stand due to excavation, pipe laying, backfilling, or any other reason for more than 24 hours.

Non-compliance with the above requirements shall entitle the Employer’s agent to order that the trench be backfilled to provide access in which case the Contractor shall re-excavate the trench at a later stage to complete the work at the Contractor’s expense. Written notice in terms of SABS 1200 DB shall be served to property owners to notify them of the discontinuation of access for the period allowed.

No construction activity which may affect the integrity of telephone or electrical poles, or stays may be carried out without the prior written approval of the Employer’s agent which approval shall only be given



subject to the acceptance of a modus operandi that will ensure the integrity of such structures during construction.

No additional payment will be made for inconvenience, extra costs, or delays resulting from the provision of these facilities by the Contractor, the cost thereof being deemed included under the item for accommodation of traffic in Section A of the Schedule of Quantities.”

PSDB 5.4 Excavation

Add the following to the end of the sub-clause:

“Unless otherwise permitted, not more than 150 m of trench in one area shall be opened in advance of the completed pipeline. On completion of each section of pipeline the completed surface shall be restored to its original condition.”

PSDB 5.5 Trench Bottom

Add the following to the end of the sub-clause:

“Where a firm foundation cannot be obtained at the grade indicated due to soft or unsuitable material, the Employer’s agent may instruct the Contractor to remove such unsuitable material and to backfill the excess depth with approved selected material or concrete, as directed by the Employer’s agent in each particular case, at the cost of the Employer. Backfill other than concrete, shall be placed in layers of 200 mm uncompacted thickness, each layer thoroughly compacted to the entire satisfaction of the Employer’s agent, to provide adequate support for the pipe bedding to be placed on top of it.

Should the Contractor remove more ground than is required to secure the proper grade of the pipeline, the Contractor must, at his own cost, backfill the excess excavation with approved selected material or concrete, as directed by the Employer’s agent in each particular case. Where the trench excavations in rock, the bottom of the trench shall be excavated to a depth of not less than 200 mm below the pipe barrel.”

PSDB 5.6 Backfilling

PSDB 5.6.1 General

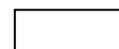
Add the following to the end of the sub-clause:

“Notwithstanding the requirements of Subclauses 5-6-1 and 5-6-6 of SABS 1200 DB, no joint or fitting shall be covered by either the blanket or the backfill prior to the successful completion of the visual inspection and the pressure testing of the relevant section of the culvert.”

PSDB 5.6.2 Material for Backfilling

Amend second paragraph to read as follows:

“Unless authorised by the Employer’s agent in writing hard rock material excavated from the trenches shall not be incorporated in the backfill above the bedding.”



PSDB 5.6.3 Disposal of Soft Excavation Material

Amend sub-clause to read as follows:

“All surplus of unsuitable materials arising from excavation shall be spoiled and spread within or adjacent to the Site of the Works or when ordered by the Employer’s agent be transported, spread and levelled at a site designated for this purpose. All material to be disposed within 50m of the excavation site shall be done using labour intensive methods.”

PSDB 5.7.1 Areas Not Subject to Traffic Loads

Add the following to the end of the sub-clause:

“Where groundwater is present to such an extent that, in the opinion of the Employer’s agent, it would hamper the placing and consolidation of the granular or concrete bedding, as the case may be, or would cause buoyancy of the pipe, the Employer’s agent may order the provision of a drain in the bottom of the trench comprising a 100 mm or as detailed on the drawings thick, 6 mm to 20 mm graded stone layer and “Kaymat” geotextile surround to assist in dewatering during construction and until the trench has been backfilled to such an extent that the buoyancy of the pipeline will be prevented.

At points designated by the Employer’s agent, sumps shall be formed from which groundwater can be pumped to maintain the water table below the pipe bedding level. The Contractor shall, if instructed, establish on site, operate, and remove on completion, a dewatering pump of 10 l/s capacity. Lengths of trench opened at any one stage shall be limited by the dewatering capacity of the pump.”

PSDB 8 MEASUREMENT AND PAYMENT**PSDB 8.1 Basic Principles**

Add the following to the end of the sub-clause:

“Separate items will be provided for works covered by this Specification which are required to be executed by Labour Intensive Construction Methods and for works for which the utilisation of such methods is not required.

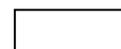
Measurement and payment for works covered by this Specification and required to be executed utilising Labour-Intensive Construction (LIC) Methods shall, unless otherwise stated, be mutatis matandis in accordance with the provisions of SABS 1200 DB as amended in this Project Specification.”

PSDB 8.3.2 Excavation

The rate for excavation and backfill, compaction and disposal of surplus material shall include the cost of selection of excavated material in accordance with the requirements of clause 3.4 of SABS 1200 B.

PSDB 8.3.2 Excavation (New Clause)

(a) Excavate, in all materials for pipe trenches (depth range and minimum width specified), backfill, compact and dispose of surplus material within 100 m of the excavation utilising Labour-Intensive Construction Methods
Unit: m³



Soft Excavation Class 2 only. Loading of surplus material by LIC for disposal by conventional methods

Interim Payment for Excavations

Only lengths completed to depth and adequately supported to prevent collapse, shall be measured for payment. Where trenches are excavated deeper than required, the Contractor shall at his own cost, fill and compact the excess excavation with compacted selected material as directed.

In addition to the items listed in 8-3-2 the rate shall also cover the cost of complying with Subclause 5-1-1 Safety, of SABS 1200 D.

In order to allow for outstanding work to be completed, measurements for interim payment on trench excavations covered by Subclause 8-3-2 of SABS 1200 DB shall be reduced to not more than the following percentages of actual work done at that stage: -

(a)	Open fully trimmed trenches	50%
(b)	Pipe laid; trench partially backfilled (ie at pipe pressure test stage)	75%
(a)	Backfill and disposal complete, inspected and approved	100%

PSDB 8.3.3.4 Overhaul

Delete standard clause 8.3.3.4 and replace with PSDA 8.3.3.4

“Overhaul is not applicable hence all distances applicable are considered as free haul distances and no additional payment shall be applicable.”

SANS 1200DM: CIVIL ENGINEERING CONSTRUCTION: EARTHWORKS (ROADS, SUBGRADE)

PSDM 5 Construction

PSDM 5.2 Methods and Procedures

PSDM 5.2.8 Transport

PSDM 5.2.8.1 Free haul

Delete standard clause 5.2.8.1 and replace with PSDM 5.2.8.1

“All distances applicable are considered as free haul distances and no additional payment will be applicable.”

PSDM 5.2.8.2 Overhaul

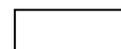
Delete standard clause 5.2.8.2 and replace with PSDM 5.2.8.2

“Overhaul is not applicable hence all distances applicable are considered as free haul distances and no additional payment shall be applicable.”

SANS 1200H : CIVIL ENGINEERING CONSTRUCTION: STRUCTURAL STEELWORK

PSH 8 : MEASUREMENT AND PAYMENT

PSH 8.3.1 : Supply and Fabrication



PSH 8.3.1.2 : Supply and fabrication of steelwork complete with all the necessary cleats, brackets, gussets, packs, etc as follows (including coating):

SANS 1200LB: CIVIL ENGINEERING CONSTRUCTION: BEDDING (PIPES)

PSLB 3 MATERIAL

PSLB 3.3 Bedding

All buried pipes shall be bedded on class B bedding unless otherwise instructed by the Employer's agent.

PSLB 3.4 Selection

PSLB 3.4.1 Suitable material variable from trench excavation

Suitable selected bedding material will generally be expected to be available from trench excavations along the route.

Notwithstanding the requirements of this clause and Clause 4 3.7 of SABS 1200 DB regarding the use of selective methods of excavating, the Contractor shall use selective methods of excavating that will ensure that material is suitable and may be required for bedding, is not buried, or contaminated by unsuitable material.

PSLB 6 Tolerances

PSLB 6.1 Moisture content and density

Degree II accuracy shall be applicable.

PSLB 8 Measurement and Payment

PSLB 8.1.3 Volume of Bedding Materials

Add the following

"The volume of bedding material shall exclude the volume taken up by the culvert".

PSLB 8.2 Scheduled Items

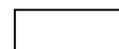
PSLB 8.2.5 Overhaul of material for bedding cradle and selected fill blanket

For this contract free haul is not limited and no payment will be made for overhaul.

SANS 1200LE: CIVIL ENGINEERING CONSTRUCTION: STORMWATER DRAINAGE

PSLE 8 Measurement

PSLE 8.2 Scheduled Items



PSLE 8.2.11 Breaking into existing manhole and install

Add the following sub-clauses:

PSDM 8.2.11 Breaking into existing manhole and install

Unit : No.

The tendered rate shall also cover the cost of breaking into and connecting to existing manholes for concrete pipes of all classes and sizes.

SANS 1200ME: CIVIL ENGINEERING CONSTRUCTION: SUBBASE

PSME 5 Construction

PSME 5.7 Transport

PSME 5.7.1 Free haul

Delete standard clause 5.7.1 and replace with PSME 5.7.1

“All distances applicable are considered as free haul distances and no additional payment will be applicable”

PSME 5.7.2 Overhaul

Delete standard clause 5.7.2 and replace with PSME 5.7.2

“Overhaul is not applicable hence all distances applicable are considered as free haul distances and no additional payment shall be applicable.”

SANS 1200MF: CIVIL ENGINEERING CONSTRUCTION: BASE

PSMF 5 Construction

PSMF 5.9 Transport

PSMF 5.9.1 Free haul

Delete standard clause 5.9.1 and replace with PSMF 5.9.1

“All distances applicable are considered as free haul distances and no additional payment will be applicable”

PSMF 5.9.2 Overhaul

Delete standard clause 5.9.2 and replace with PSMF 5.9.2

“Overhaul is not applicable hence all distances applicable are considered as free haul distances and no additional payment shall be applicable.”

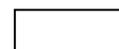
SANS 1200MJ: CIVIL ENGINEERING CONSTRUCTION: SEGMENTED PAVING

PSMJ 6 Tolerances

PSMJ 6.2 Permissible Deviations

Add the following sub-clauses:

“**PSMJ 6.2 (d)** Colour of unit, degree of accuracy I, zero deviation from approved sample as per 3.1.1, with reference to shape, colouring, texture, pattern, and workmanship.



PSMJ 8: MEASUREMENT AND PAYMENT

PSMJ 8.2.3 : Extra-over item 8.2.2 for lowering of pavement and skew sides for the construction of pedestrian scoops. Unit: m²

"The tendered rate shall comprise the additional cost occurred for locally lowering the pavement structure in order to allow for the pedestrian scoop and removing of excess material from site. As well as for working in skewed areas."

PSMJ 8.2.4 a) to f) : Additional supply of precast concrete segmented paving for attic stock to JRA depot. Unit: m²

"The tendered rate shall comprise the procurement of additional paving materials not to be incorporated into the works but delivered to a JRA maintenance depot near the works. The rate includes loading and off-loading the materials neatly stacked at the JRA depot."

PSMK : KERBING AND CHANNELLING**PSMK 3 : MATERIALS****PSMK 3.1 : Concrete**

Add the following:

"The contractor shall timeously submit the concrete mix design for cast-in-situ kerbing to the Employer's agent for approval and no kerbing shall be placed before the mix design has been approved."

PSMK 5 : CONSTRUCTION**PSMK 5.11 : Transition sections and inlet and outlet structures**

Delete the words "and with the requirements of the project specification" in the second paragraph.

PSMK 7 : TESTING**PSMK 7.2.1 : General tests**

Delete this sub clause.

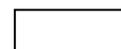
PSMK 7.2.2 : Alternative tests

Replace the heading and contents of this sub clause with the following:

"PSMK 7.2.2 : Tests

The contractor shall carry out a minimum of three cube crushing tests per 1 000 m of kerbing placed. The cost of such tests shall be deemed included in the rates tendered for kerbing.

One cube crushing test shall consist of a set of six cubes made with concrete taken from the mixer, the



kerbing machine or from any part of the work as ordered.

If, after three cubes of any set of six cubes have been tested after 28 days in an approved laboratory, the average crushing strength is found to be more than 3 MPa below the specified strength, the kerbing represented by the cubes will be rejected.

The contractor may apply for resubmission of the rejected section on the basis of cores drilled from this section and tested for the estimated actual crushing strength in accordance with SABS method 865 (excluding appendix A). The cost of drilling and testing the cores is for the contractor's account, regardless of the outcome of the tests on the cores. The number of cores required will be determined by the Employer's agent and the criterion for rejection or acceptance of the section represented by the cores shall be as specified above for cubes."

PSMK 7.3: Responsibility for the cost of testing

Delete this sub clause.

SANS 1200MM: CIVIL ENGINEERING CONSTRUCTION: ANCILLARY ROADWORKS

PSMM 8 Measurement and Payment

PSMM 8.3 Scheduled Items for Permanent Road Signs

PSMM 8.3.3 Sign Supports

Add the following sub-clauses:

"PSMM 8.3.3 (d) Steel tubing (protective treatment), with quick removal post. Unit: No. or ton

The mass measured in the case of (d) will be that of tubing used. Bolts and other accessories for (d) will not be measured. The rate for (d) shall cover the cost of supplying and erecting the supporting structures including all bolts, screws, rivets, welding, and accessories together with the painting required and the provision for breakaway in accordance with the details given (see 3.2.1 and 5.2.1.1)."

Add the following sub-clauses:

"PSMM 8.6 Removal of existing road markings by sandblasting. Unit: m²

The rate shall cover the cost for all grit particle spray equipment and labour to effectively remove existing road markings.

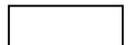
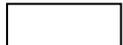
NOTA BENE: The size of the grit particles and the rate of spray shall be so chosen and set that it does not damage the existing road surface."

PART C4: SITE INFORMATION

1.3 Locality Map



FIGURE 1: LOCALITY PLAN (COT REGION E)



ANNEXURE A: DRAWINGS (ISSUED SEPERATELY A3 BOOK OF DRAWINGS)

