



# JOHANNESBURG DEVELOPMENT AGENCY

## PANEL OF MAIN CONTRACTORS\_CIVIL ENGINEERING WORKS \_FOR THE JDA (GRADE 7)

**CONTRACT No.: JDA PMC 7 CE**

<p><b>ISSUED BY:</b></p> <p><b>JOHANNESBURG DEVELOPMENT AGENCY</b>  <b>The Bus Factory</b>  <b>3 President Street (Helen Joseph Street)</b>  <b>NEWTOWN</b>  <b>2000</b></p> <p>Contact Name: Sithandile Xhanti  Telephone: 011 688 7800  Email: <a href="mailto:sxhanti@jda.org.za">sxhanti@jda.org.za</a></p> 	<p><b>PREPARED BY:</b></p> <p><b>JOHANNESBURG DEVELOPMENT AGENCY</b>  <b>The Bus Factory</b>  <b>3 President Street (Helen Joseph Street)</b>  <b>NEWTOWN</b>  <b>2000</b></p> <p>Contact Name: Freddy Mahandana  Telephone: 011 688 7800  Email: <a href="mailto:fmahandana@jda.org.za">fmahandana@jda.org.za</a></p> 
---	---

**NAME OF TENDERER:** .....

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

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

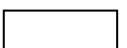
**COMPANY REGISTRATION NUMBER:** .....

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

This tender close at 12h00 on 16 February 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.*



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

PANEL OF MAIN CONTRACTORS\_CIVIL ENGINEERING WORKS \_FOR THE  
JDA ( GRADE 7 )

CONTRACT No.: JDA PMC 7CE

**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.

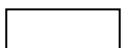
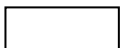
All people doing business with the Johannesburg Development Agency are encouraged to report any corrupt or illegal practice.

**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](http://www.csd.gov.za)

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

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

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

### **After Transitional Period 1 July 2016**

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

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

Ms. Lerato Ntuli on 011 688 7851

# JOHANNESBURG DEVELOPMENT AGENCY

## PANEL OF MAIN CONTRACTORS\_CIVIL ENGINEERING WORKS \_FOR THE JDA (GRADE 7)

CONTRACT No.: JDA PMC 7CE

### 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      (Yellow)  
C2.2      Bills of Quantities      (Yellow)

**Part C3:      Scope of Work**

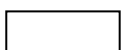
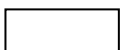
C3      Scope of Work      (Blue)

**Part C4:      Site Information**

C4      Site Information      (Green)

**Part C5:      Tender Drawings**

C5      Drawings      (White)



# TENDER DOCUMENT CHECKLIST

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

## ITEMS

ITEMS	CHECKED	
	Contractor	Project Manager
1. Returnable Documents and Schedules	<input type="checkbox"/>	<input type="checkbox"/>
i Authority to Sign Tender	<input type="checkbox"/>	<input type="checkbox"/>
ii Declaration of Interest	<input type="checkbox"/>	<input type="checkbox"/>
iii Record of Addenda to Tender Documents	<input type="checkbox"/>	<input type="checkbox"/>
iv Banking Details	<input type="checkbox"/>	<input type="checkbox"/>
v Proposed Amendments and Qualifications (if any)	<input type="checkbox"/>	<input type="checkbox"/>
vi Certificate of Authority for Joint Venture and Joint Venture Agreement (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
vii MBD 5: Declaration for Procurement above R10 million	<input type="checkbox"/>	<input type="checkbox"/>
viii MBD 8: Declaration of Bidder's Past Supply Chain Management Practices	<input type="checkbox"/>	<input type="checkbox"/>
ix MBD 9: Certificate of Independent Bid Determination	<input type="checkbox"/>	<input type="checkbox"/>
x Particulars of all Contracts awarded by an Organ of State during the last 5 years	<input type="checkbox"/>	<input type="checkbox"/>
xi Fulfilment of the Construction Regulations Questionnaire on Tenderer's Procedures with respect to OHSA and	<input type="checkbox"/>	<input type="checkbox"/>
xii Construction Regulations	<input type="checkbox"/>	<input type="checkbox"/>
xiii Business Declaration	<input type="checkbox"/>	<input type="checkbox"/>
xiv 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.	<input type="checkbox"/>	<input type="checkbox"/>
xv Declaration on State of Municipal Accounts and copy of current Municipal Account in the name of the Tenderer or alternatively in the names of the Directors/Partners of the tendering entity	<input type="checkbox"/>	<input type="checkbox"/>
xvi Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the GCC form (Refer C1.3)	<input type="checkbox"/>	<input type="checkbox"/>
xvii Proof of CIDB Grading	<input type="checkbox"/>	<input type="checkbox"/>
xviii A valid originally or certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating or an EME must submit a sworn affidavit,	<input type="checkbox"/>	<input type="checkbox"/>
xix Schedule of Recently Completed Contracts	<input type="checkbox"/>	<input type="checkbox"/>
xx Schedule of Current Contracts	<input type="checkbox"/>	<input type="checkbox"/>
xxi Schedule of Construction Plant, Equipment and labour	<input type="checkbox"/>	<input type="checkbox"/>
xxii Schedule of Proposed Subcontractors	<input type="checkbox"/>	<input type="checkbox"/>
xxiii Schedule of Proposed Key Personnel and detailed Curricula Vitae of all Key	<input type="checkbox"/>	<input type="checkbox"/>

	Personnel	<input type="text"/>	<input type="text"/>
xxiv	Estimated Monthly Expenditure	<input type="text"/>	<input type="text"/>
xxv	Methodology Statement	<input type="text"/>	<input type="text"/>
xxvi	Preliminary Construction Programme	<input type="text"/>	<input type="text"/>
xxvii	Labour, Plant and Equipment Histograms	<input type="text"/>	<input type="text"/>
xxviii	Audited Financial Statements for past 3 years	<input type="text"/>	<input type="text"/>
xxix	Bank Rating	<input type="text"/>	<input type="text"/>
xxx	SMME Plan	<input type="text"/>	<input type="text"/>
xxxi	COIDA Letter of Good Standing	<input type="text"/>	<input type="text"/>

**PANEL OF MAIN CONTRACTOR**

**CIDB GRADE 7 CE DESIGNATIONS CONTRACT No: JDA PMC 7CE**

The Johannesburg Development Agency invites tenders for a panel of main contractors, registered with the following CIDB grade

- CIDB Grade 7 for **CIVIL ENGINEERING WORKS**, for a period of 36 months.

The **CIVIL ENGINEERING** contractors will be required to execute a variety of contracts (new build and refurbishments) ranging from but not limited to; roads, stormwater, BRT infrastructure, bridges, public environment upgrades and non-motorised transport infrastructure.

It is estimated that the tenderers should have a CIDB contractor grading designation of a minimum of 7CE or higher. Joint ventures are eligible to submit tenders provided that they satisfy the criteria stated in the Tender Data.

Queries relating to the issue of these documents or the project may be addressed to Mr Sithandile Xhanti on e-mail to: [sxhanti@jda.org.za](mailto:sxhanti@jda.org.za) and Mr Freddy Mahandana on email to [fmahandana@jda.org.za](mailto:fmahandana@jda.org.za) and any procurement related issues may be addressed to Ms Lerato Ntuli on e-mail to: [ntuli@jda.org.za](mailto:ntuli@jda.org.za).

Documents may be downloaded from the following websites from 16 January 2024.

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

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

**A compulsory tender briefing session with representatives of the Employer will take place at the Johannesburg Development Agency, The Bus Factory, 3 Helen Joseph Street, Newtown on 24 January 2024 starting at 10h00 to 11h30.**

**The closing time for receipt of tenders is 12h00 on 16 February 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 issued. The retyping of the tender document is not permitted.** Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

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

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

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



## 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](http://www.cidb.org.za)).

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

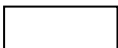
Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it applies.

CLAUSE NUMBER	CLAUSE HEADING	DATA / WORDING
F.1.1	The Employer	Johannesburg Development Agency P. O. BOX 61877 MARSHALLTOWN, 2107
F.1.2	The Tender	<b>PART T1: TENDERING PROCEDURES</b> T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data <b>PART T2: RETURNABLE DOCUMENTS</b> T2.1 List of Returnable Documents T2.2 Returnable Schedules
	The Contract	<b>PART C1: AGREEMENTS AND CONTRACT DATA</b> <del>— C1.1 Form of Offer and Acceptance</del> <del>— C1.2 Contract Data</del> <del>— C1.3 Construction Guarantee</del> C1.4 Occupational Health and Safety Agreement
		<b>PART C2: PRICING DATA</b> <del>— C2.1 Pricing Instructions</del> <del>— C2.2 Bill of Quantities</del>
		<b>PART C3: SCOPE OF WORK</b>
		<b>PART C4: SITE INFORMATION</b>
F.1.4	Employer's Agent	Not applicable.
F.2.1	Eligibility	Only those tenderers who are registered with the CIDB Grade 7CE or higher or are capable of being so prior to the evaluation of submissions, are eligible to have their tenders evaluated.  Joint ventures are eligible to submit tenders provided that:

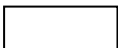
		<ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation of minimum 7CE (or higher)</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an 7CE (or higher) of construction work determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.</li> </ol>
<b>F.2.1</b>	<b>Eligibility</b>	Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.
<b>F.2.7</b>	<b>Clarification Meeting</b>	<b>A compulsory tender briefing session with representatives of the Employer will take place at the Johannesburg Development Agency, The Bus Factory, 3 Helen Joseph Street, Newtown on 24 January 2024 starting at 10h00 to 11h30</b>
<b>F.2.12</b>	<b>Alternative tender offers</b>	No alternative tender offers will be considered
<b>F.2.13.3</b>	<b>Number of copies of tender offers to be submitted to the Employer</b>	Parts of each tender offer communicated on paper shall be submitted as an original, plus one (1) copy.
<b>F.2.13.5</b> <b>F.2.15.1</b>	<b>Sealing and Delivery of tender offers</b>	<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  Physical address:           The Bus Factory    3 Helen Joseph Street (formerly President Street)    NEWTOWN    JOHANNESBURG</p> <p>Identification details: <i>Tender reference</i></p> <p><b>PANEL OF CONTRACTORS CIVIL ENGINEERING WORKS _FOR THE JDA CONTRACT No.: JDA PMC 7CE</b></p> <p><b>Closing Date: 16 February 2024</b>  <b>Time: 12h00</b></p>
<b>F.2.13.9</b>	<b>Telephonic</b>	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will <b>NOT</b> be accepted.
<b>F.2.15</b>	<b>Closing time of tender offers</b>	The closing time for submission of tender offers is 12h00 on <b>16 February 2024</b>
<b>F.2.16</b>	<b>Tender offer validity</b>	Not Applicable

<b>F.2.20</b>	<b>Letter of Intent</b>	The tenderer is required to submit with his tender a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document.
<b>F.2.23</b>	<b>Certificates</b>	<p>The tenderer is required to submit with his tender:</p> <ul style="list-style-type: none"> <li>a) A copy of a valid Tax Pin Number</li> <li><del>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".</del></li> <li>c) Copies of legal registration documents of company/ close corporations/partnerships, including certified copies of Identity Documents</li> <li>d) Joint Venture Agreements and Power of attorney for Joint Ventures with the targeted Enterprise</li> <li>e) Workmen's compensation registration certificate (or proof of payment contributions in terms of the compensation of occupational injuries and diseases Act No 130 of 1993)</li> <li>f) Documents and Schedules listed in Part T2.</li> </ul>
<b>F.3.4</b>	<b>Opening of tender submissions</b>	Tenders will be opened immediately after the closing time at 12h00 on <b>16 February 2024</b> . Last day of queries is 9 February 2024
<b>F.3.11.3</b>	<b>Evaluation of Tender Offers</b>	The procedure for the evaluation of responsive tenders is Method 1(Functionality)

	<b>Technical Evaluation</b>	<b>Functionality assessment is based on the following Criteria.</b>				
		<b>Grade 7 CE</b>				
		<b>Variable</b>	<b>Total Points</b>	<b>Criteria</b>	<b>Description of criteria</b>	<b>Points</b>
		<b>(A1) SMME Plan</b>	50	Detailed SMME Plan (Project Specific) concentrating on the following:  1. Quality assurance and reporting process and procedures. 2. Clear organisation 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 items addressed: 30  2 items addressed: 20  1 item addressed: 10
		<b>(B) Company Experience and Track record on civil engineering related projects, with a minimum for R20 million. These project must include roads and stormwater related projects, public environment upgrades, Non-Motorised Transport (NMT), Complete streets. The bidder is</b>	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 roads and stormwater projects, , public environment upgrade, Non-Motorised Transport (NMT), and Complete Streets related projects. These projects must have been successfully completed within the past five years, and	<b>100</b>
	Three (4) – Projects completed			<b>80</b>		
	Three (3) Projects completed			<b>60</b>		
	Two (2) Projects completed			<b>40</b>		
	One (1) Project completed			<b>20</b>		



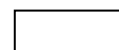
		<p><b>expected to provide signed reference letters from Client demonstrating successful completion of the projects</b></p>			<p>must be accompanied by reference letters indicating rated / satisfactory performance.</p> <p>This letter must be on a client letterhead with Client Representative (not consultants) telephonic and email details for verification by the JDA.</p> <p>Completion certificates and appointment letters will not afford bidders points.</p>	
		<p><b>(C) Experience of proposed key personnel.</b></p> <p><b>(Copies of qualifications are required for Contracts Manager, Site Agent, and OHS officer)</b></p>	130	<p>Contracts Manager: a minimum of a BTech and 10 years' experience as Contracts Manager in civil engineering projects (roads and stormwater, complete streets, non-motorised-transport, and public environment upgrade) to a minimum value of 20 million and registered as a Professional Construction Manager (Pr CM/CPM) with the SACPCMP</p>	Points will only be allocated for experience on civil projects of the proposed key person.	50
				<p>Site Agent: Site Agent with minimum 10 years of experience as a Site Agent on civil engineering projects (roads and stormwater, complete streets, non-motorised-transport, and public environment upgrade) to a minimum value of 15</p>		30



				million with minimum qualification of a Diploma in the Built Environment.		
				SMME Supervisor with minimum 5 years of experience in construction supervisory roles in civil projects ((roads and stormwater, complete streets, non-motorised-transport, and public environment upgrade)		15
				OHS officer: 5 years' experience as construction health and safety officer and has experience in major civil works projects ((roads and stormwater, complete streets, non-motorised-transport, and public environment upgrade). Registered with SACPCMP as Construction Health and Safety Agent or equivalent.		20
				General Foreman: General Foreman with minimum 10 years of experience as a General Foreman in civil engineering projects (roads and stormwater, complete streets, non-motorised-transport, and public environment upgrade)		15

**The tenderers bidding for GRADE 7 CE 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.**

The JDA has adopted a Risk Tolerance Framework (RTF) which enjoins the JDA to consider its risk exposure to contractors/Service Providers in terms of the number of contracts awarded to a single Contractor/service provider or the total value of contracts awarded to a single contractor/service provider in a particular year.



		<p>In terms of the Risk Tolerance Framework, the JDA determine the risk exposure as excessive in instances where the value of the contracts are:</p> <ol style="list-style-type: none"> <li>1) The greater of R80 million or four contracts/ Projects in the current financial year or</li> <li>2) The greater of R 120 million or six contracts/Projects over two financial years (current year and previous financial year).</li> </ol> <p>A risk analysis shall be undertaken on the bidder with the highest number of points obtained, to determine whether the tenderer does not exceed the JDA's risk framework criteria as stated above, in other words whether it falls within the ambit of the Risk Tolerance Framework as acceptable.</p> <p>JDA reserves the right to award a contract to a bidder who has exceeded the threshold as stated above.</p> <p><b>The tenderer will be required to achieve a minimum score of 266 points in the technical evaluation to be considered further in the evaluation process.</b></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>
	<p><b>Compliance / Disqualification Criteria</b></p>	<p><b>BIDDERS WILL BE DISQUALIFIED FOR:</b></p> <ul style="list-style-type: none"> <li>• Failure to complete and sign the Offer page;</li> <li>• Failure to complete and submit a Priced Bill of Quantities in full;</li> <li>• Failure to take into account any addendums issued during tender stage;</li> <li>• Failure to be registered and active with CIDB in the relevant grading;</li> <li>• Failure to attend the compulsory briefing session;</li> <li>• Failure to perform satisfactorily during the last five (5) years on previous contracts with the JDA or any other organ of state after written notice was given to that bidder.</li> <li>• Completing the tender document in pencil;</li> <li>• Poor performance on the current JDA projects.</li> <li>• A bidder who has been terminated during the last five (5) years on previous contracts with the JDA</li> </ul>
	<p><b>Conditions of contract award</b></p>	<p>Contracts will only be awarded if:</p> <ol style="list-style-type: none"> <li>a) <del>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.</del></li> <li>b) <del>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;</del></li> <li>c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>e) the tenderer has not: <ol style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ol> </li> </ol>

		<ul style="list-style-type: none"> <li>f) the tenderer has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</li> <li>g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</li> <li>i) The tendering entity or the directors/partners of the tendering entity are in good standing with the local authority/municipality.</li> <li>j) No tender will be accepted from a bidder who is not registered on the National Treasury Central Supplier Database (CSD)</li> <li>k) Contracts Manager &amp; OHS officer must be registered with SACPCMP at the time of award</li> <li>l) No tender will be awarded to a bidder who does not have a valid COIDA Letter of Good Standing</li> </ul>
<b>F.3.18</b>	<b>Number of Paper Copies</b>	The number of paper copies of the signed contract to be provided by the employer is 1 (one).



**T2.1 LIST OF RETURNABLE DOCUMENTS**

**T2.1.1 Returnable Schedules required**

The tenderer must complete the following returnable schedules

- Form A1:** Authority to sign Tender
- Form A2:** Declaration of Interest
- Form A3:** Record of Addenda to Tender Documents
- Form A4:** Banking Details
- Form A5:** Proposed Amendments and Qualifications (if any)
- Form A6:** Certificate of Authority for Joint Venture and Joint Venture Agreement (if applicable)
- Form A7:** MBD9 Certificate of Independent Bid Determination
- Form A8:** Particulars of any contracts awarded by an organ of state during the last 5 years
- Form A9:** Fulfilment of the Construction Regulations
- Form A10:** Questionnaire on tenderer's procedures with respect to OHSA and Construction Regulations
- Form A11:** Business Declaration
- Form A12:** A copy of a valid Tax Compliance Status letter
- Form A13:** Declaration on State of Municipal Accounts and copy of current Municipal Account in the name of the Tenderer or alternatively in the names of the Directors/Partners of the tendering entity
- ~~**Form A14:** Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the GCC pro-forma for a project up to 10% of the tender amount (refer C1.3)~~
- Form A15:** MBD5 Declaration for Procurement above R10 million (Vat Included)
- Form A16:** MBD8 Declaration of Bidders Past Supply Chain Management Practices
- Form B1:** Proof of CIDB Grading
- ~~**Form B2:** A valid originally or certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating or an EME must submit a sworn affidavit~~
- Form B3:** Proof of Previous Experience
- Form B4:** Schedule of Current Contracts
- Form B5:** Schedule of Construction Plant, Equipment and Labour
- Form B6:** Schedule of Proposed Subcontractors
- Form B7:** Schedule of Proposed Key Personnel and detailed CV's of all key personnel
- ~~**Form B8:** Estimated Monthly Expenditure~~
- ~~**Form B9:** Methodology Statement~~
- ~~**Form B10:** Preliminary Construction Programme~~
- ~~**Form B11:** Labour, Plant and Equipment Histograms~~
- Form B12:** Audited Financial Statements for past 3 years
- Form B13:** Bank Rating
- Form B14:** SMME Plan
- Form B15:** COIDA Letter of Good Standing
- ~~**Form B16:** Bills of Quantities~~

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

- ~~Form of Offer and Acceptance~~
- ~~Priced Bill of Quantities~~
- Form A3: Record of Addenda to Tender Documents (if applicable)
- ~~Form A14: Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the GCC pro-forma for a project value equivalent to a CIDB 8 grading (refer C1.3)~~
- Form B2: A valid originally or certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating or an EME must submit a sworn affidavit
- Form B3: Proof of Previous Experience
- Form B7: Schedule of Proposed Key Personnel and detailed CV's of all key personnel
- Form B14: SMME Plan
- Form B15: COIDA Letter of Good Standing

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

- ~~Form of Offer and Acceptance~~
- Contract Data
- ~~Pricing Instructions~~
- ~~Priced Bills of Quantities~~
- Occupational Health and Safety Agreement (C1.4)
- Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993 (C1.5)
- ~~Approved construction programme~~
- Specifications
- Scope of works
- Site Information
- Approved schedule of subcontractors
- Approved schedule of key personnel with CV's
- ~~Approved monthly expenditure~~
- Approved Occupational Health and Safety (OHS) Plan
- Approved SMME Plan
- COIDA Letter of Good Standing

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

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

## T2.2 RETURNABLE SCHEDULES AND DOCUMENTS

### T2.2.1 Returnable Schedules required for tender evaluation purposes

<b>Form A1:</b>	Authority to sign Tender
<b>Form A2:</b>	Declaration of Interest
<b>Form A3:</b>	Record of Addenda to Tender Documents
<b>Form A4:</b>	Banking Details
<b>Form A5:</b>	Proposed Amendments and Qualifications (if any)
<b>Form A6:</b>	Certificate of Authority for Joint Venture and Joint Venture Agreement (if applicable)
<b>Form A7:</b>	MBD9 Certificate of Independent Bid Determination
<b>Form A8:</b>	Particulars of any contracts awarded by an organ of state during the last 5 years
<b>Form A9:</b>	Fulfilment of the Construction Regulations
<b>Form A10:</b>	Questionnaire on tenderer's procedures with respect to OHS and Construction Regulations
<b>Form A11:</b>	Business Declaration
<b>Form A12:</b>	A copy of a valid Tax Clearance Certificate and/or Tax Pin Number.
<b>Form A13:</b>	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
<del><b>Form A14:</b></del>	<del>Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the GCC pro-forma (refer C1.3)</del>
<b>Form A15:</b>	MBD5 Declaration for Procurement above R10 million (Vat Included)
<b>Form A16:</b>	MBD8 Declaration of Bidders Past Supply Chain Management Practices
<b>Form B1:</b>	Proof of CIDB Grading
<b>Form B2:</b>	A valid originally certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating or An EME must submit a sworn affidavit
<b>Form B3:</b>	Proof of Previous Experience
<b>Form B4:</b>	Schedule of Current Contracts
<b>Form B5:</b>	Schedule of Construction Plant, Equipment and Labour
<b>Form B6:</b>	Schedule of Proposed Subcontractors
<b>Form B7:</b>	Schedule of Proposed Key Personnel and detailed CV's of all key personnel
<del><b>Form B8:</b></del>	<del>Estimated Monthly Expenditure</del>
<del><b>Form B9:</b></del>	<del>Methodology Statement</del>
<del><b>Form B10:</b></del>	<del>Preliminary Construction Programme</del>
<del><b>Form B11:</b></del>	<del>Labour, Plant and Equipment Histograms</del>
<b>Form B12:</b>	Audited Financial Statements for past 3 years
<b>Form B13:</b>	Bank Rating
<b>Form B14:</b>	SMME Plan
<b>Form B15:</b>	COIDA Letter of Good Standing
<del><b>Form B16:</b></del>	<del>Bills of Quantities</del>
<b>Form B17:</b>	POPI Act Declaration Form

## FORM A1: AUTHORITY TO SIGN TENDER

Notes to tenderer:

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

.....  
**SIGNATURE**

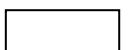
*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM A2: DECLARATION OF INTEREST**

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

- 3.1 Full Name of bidder or his or her representative: .....
- 3.2 Identity Number: .....
- 3.3 Position occupied in the Company (director, trustee, shareholder): .....
- 3.4 Company Registration Number: .....
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number: .....
- 3.7 The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state? **YES / NO**  
If yes, furnish particulars.....  
.....
- 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**  
If yes, furnish particulars.....  
.....
- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**  
If yes, furnish particulars.....  
.....
- 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**  
If yes, furnish particulars.....  
.....
- 3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**  
If yes, furnish particulars.....  
.....



3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**  
 If yes, furnish particulars.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**  
 If yes, furnish particulars.....

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) .....  
**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
 Signature

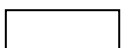
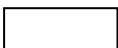
.....  
 Position

.....  
 Name of Bidder

.....  
 Date

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

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



### FORM A3: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

**FORM A4: BANKING DETAILS**

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

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

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

.....  
**DATE**



**FORM A5: PROPOSED AMENDMENTS AND QUALIFICATIONS (IF ANY)**

**Proposed amendments and qualifications**

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

The Tenderer’s attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer’s handling of material deviations and qualifications.

<b>PAGE</b>	<b>CLAUSE OR ITEM</b>	<b>PROPOSAL</b>

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

.....  
**DATE**

**JOHANNESBURG DEVELOPMENT AGENCY (JDA)**

---

**FORM A6: CERTIFICATE OF AUTHORITY FOR JOINT VENTURE (IF APPLICABLE)**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ....., authorised signatory of the company ....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

.....

**SIGNATURE**

**DATE**

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

JDA GCC

**JOHANNESBURG DEVELOPMENT AGENCY (JDA)**

---

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

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

**JOHANNESBURG DEVELOPMENT AGENCY**

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

(f) bidding with the intention not to win the bid.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**JOHANNESBURG DEVELOPMENT AGENCY (JDA)**

---

**FORM A8: PARTICULARS OF ALL CONTRACTS AWARDED BY AN ORGAN OF STATE DURING THE LAST 5 YEARS**

(In the event of insufficient space, kindly attach documentation)

EMPLOYER	CONSULTING ENGINEER	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION

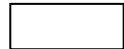
**FORM A8 (Continued)**

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

.....  
**DATE**

**Organ of State means-**

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



**FORM A9: FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014**

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

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

The Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

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

(Tick)

<b>YES</b>	
<b>NO</b>	

2. Proposed approach to achieve compliance with the Regulations

(Tick)

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

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

.....

.....

.....

.....

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

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

5. Potential key risks identified and measures for addressing risks:

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

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

(Tick)

YES	
NO	

.....  
**SIGNATURE**

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

.....  
**DATE**

**FORM A10: QUESTIONNAIRE ON TENDERER'S PROCEDURES WITH RESPECT TO THE OCCUPATIONAL HEALTH AND SAFETY ACT (OHACT) AND CONSTRUCTION REGULATIONS.**

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

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

.....  
**DATE**



**FORM A11: BUSINESS DECLARATION**

Tender/RFP Number : .....  
Tender/RFP Description : .....  
Name of Company : .....  
Postal Address : .....  
Physical Address : .....  
Telephone : .....  
Fax : .....  
Contact Person : .....  
Cell Phone Number : .....  
E-Mail Address : .....  
Company/enterprise Income .....  
Tax Reference Number \*\*: .....  
(Insert personal income tax number if a one-person business and personal income tax numbers of all partners if a partnership)  
VAT Registration Number: .....  
Company Registration Number: .....

1. Type of Firm

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

(Tick One Box)

2. Principal Business Activities

.....  
.....

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

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

.....  
.....

5. Did the firm exist under a previous name?

- Yes
- No

(Tick one box)

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

6. How many permanent staff members are employed by the firm?

Full Time: .....

Part Time: .....

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

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

SERVICE	NAME	CONTACT PERSON	TELEPHONE
ACCOUNTING			
LEGAL			
AUDITING			
BANKING			
INSURANCE			

**BANK DETAILS**

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

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

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

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

BANK : .....

BRANCH : .....

BRANCH CODE : .....

ACCOUNT NUMBER : .....

ACCOUNT HOLDER : .....

TYPE OF ACCOUNT : .....

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

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

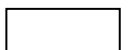
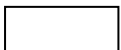
**SIGNATURE** : .....

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

**CAPACITY** : .....

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

**DATE** : .....



**FORM A12: A COPY OF A VALID TAX COMPLIANCE STATUS LETTER**

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

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

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

**FORM A13: DECLARATION ON STATE OF MUNICIPAL ACCOUNTS**

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

B Bid Information

- i. Name of bidder: .....
- ii. Registration Number: .....
- iii. Municipality where business is situated .....
- iv. Municipal account number for rates: .....
- v. Municipal account number for water and electricity: .....
- vi. Names of all directors, their ID numbers and municipal account number.
  - 1. ....
  - 2. ....
  - 3. ....
  - 4. ....
  - 5. ....
  - 6. ....
  - 7. ....

C Documents to be attached.

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

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

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

E Bid Information

- i. Name of bidder: .....

- ii. Registration Number: .....
- iii. Municipality where business is situated .....
- iv. Municipal account number for rates: .....
- v. Municipal account number for water and electricity: .....
- vi. Names of all directors, their ID numbers and municipal account number.
  - 1. ....
  - 2. ....
  - 3. ....
  - 4. ....
  - 5. ....
  - 6. ....
  - 7. ....

**F Documents to be attached.**

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

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

.....

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

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

.....  
**SIGNATURE** **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**

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

.....  
**DATE**

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

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**

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

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

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

.....

**YES / NO**

.....

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

**YES / NO**

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

2.2 If yes, provide particulars.

.....

.....

.....

.....

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

**YES / NO**



3.1 If yes, furnish particulars

.....  
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion

of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

**YES / NO**

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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

MBD 8

## 1 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

ITEM	QUESTION	YES	NO
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <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)? <b>(To access this Register, enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

ITEM	QUESTION	YES	NO
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**FORM B1: CIDB GRADING**

The tenderer shall include as an attachment to their submission the proof of CIDB grading.

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

.....

**SIGNATURE**

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

.....

**DATE**

**FORM B2: B-BBEE CERTIFICATE**

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

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

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

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

.....

**SIGNATURE**

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

.....

**DATE**

**FORM B4: SCHEDULE OF CURRENT CONTRACTS**

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

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

.....  
**Signature**

.....  
**Date**

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

**JOHANNESBURG DEVELOPMENT AGENCY (JDA)**

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

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

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

DESCRIPTION	QUANTITY	YEAR ACQUIRED

*Attach additional information in a supplementary document*

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

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

*Attach additional information in a supplementary document*

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

JDA GCC

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

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

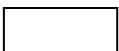
NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR OR RECENT WORK EXECUTED BY THE SUB-CONTRACTOR

.....  
**Signature**

.....  
**Date**

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

JDA GCC





**JOHANNESBURG DEVELOPMENT AGENCY (JDA)**

**FORM B7: PROPOSED KEY PERSONNEL**

The Tenderer shall list below the key personnel whom he proposes to employ on the contract should his offer be accepted, both at his headquarters and on the site, together with their qualifications, experience and positions held.

(In the event of insufficient space, attach supplementary documentation)

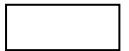
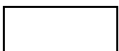
LOCATION	DESIGNATION	NAME AND NATIONALITY OF PROPOSED CANDIDATE	SUMMARY OF QUALIFICATIONS & EXPERIENCE
HEAD OFFICE	Contracts manager Registered with SACPCMP		
SITE OFFICE	Site Agent		
	General Foreman:		
	CHS Officer Registered with SACPCMP		
	SMME Supervisor		

**NOTE:** Detailed Curriculum Vitae of proposed candidates are to be separately provided. Said Curriculum Vitae MUST indicate the name and description of the project, the value of project completed, role played in the project and the start and end dates of the project.

.....  
**Signature**

.....  
**Date**

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



**FORM B8: ESTIMATED MONTHLY EXPENDITURE NOT APPLICABLE**

The Tenderer shall state below the estimated value of work to be completed every month based on his preliminary programme and his tendered unit rates.

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

MONTH	VALUE *
1	R .....
2	R .....
3	R .....
4	R .....
5	R .....
6	R .....
7	R .....
8	R .....
9	R .....
10	
	COMPLETION OF CONTRACT
<b>TOTAL</b>	R .....

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

**FORM B9: METHODOLOGY STATEMENT**

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

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

.....

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

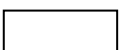
**FORM B10: PRELIMINARY CONSTRUCTION PROGRAMME**

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

The Critical Path should be based on an 18-month construction period.

.....  
**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

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



## FORM B11: LABOUR, PLANT AND EQUIPMENT HISTOGRAMS

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

.....

**SIGNATURE**

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

.....

**DATE**

**FORM B12: FINANCIAL STATEMENTS**

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

.....

**SIGNATURE**

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

.....

**DATE**

**FORM B13: BANK RATING**

The tenderer shall include as an attachment to their submission a letter from the bank at which he declares he conducts his account. The contents of the bank’s letter must state the credit rating that it accords to the tenderer for the business envisaged by this tender.

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

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

.....  
**DATE**

**FORM B14: SMME PLAN**

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

The SMME plan must detail (i) how quality will be controlled, (ii) how the scope of works will be scheduled (programme), (iii) how will skills be transferred, (iv) how will reporting to the client be done (content of reports, frequency etc.) and (v) a comprehensive list of all bill items which are to be allocated to SMME's equivalent to 30% of the Offer Price. Tenderers are to demonstrate the list of items allocated to SMME's by highlighting the SMME rates in yellow on the excel version of the BOQ.

**It is to be specifically noted that the rates for items of work to be executed by SMME's must be market related. Tenderers are to ensure that rates tendered for this portion of the works is to take into account all items that the main contractor would have allowed for in his normal course of pricing, i.e. materials, labour, wastage, profit, attendance, etc. all at applicable productivity rates.**

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

.....  
**DATE**



**FORM B15: COIDA LETTER OF GOOD STANDING**

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

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

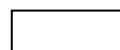
.....

**SIGNATURE**

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

.....

**DATE**



**FORM B16: BILLS OF QUANTITIES (NOT APPLICABLE)**

~~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~~

**Form B17: 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
- 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:
-------------------	-------

**PART C1: AGREEMENT AND CONTRACT DATA**

**C.1.1 CONTRACT DATA**

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

**CONDITIONS OF CONTRACT**

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

**CONTRACT SPECIFIC DATA**

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

Clause	Data
1.1.1.13	The Defects Liability period is Twelve (12) months
1.1.1.14	The time for achieving Practical Completion will be determined as and when required
1.1.1.15	The name of the Employer is JOHANNESBURG DEVELOPMENT AGENCY
1.1.1.16	The name of the Employer's Agent will be determined as and when required
1.1.1.26	The Pricing Strategy is a remeasurement contract.
1.2.1.2	The address of the Employer is: Address (physical): 3 Helen Joseph Street (Formerly President Street), Newtown 2001 Address (postal): PO Box 61877, Marshalltown 2107 Contact person: Mr Sithandile Xhanti Telephone: 011 688 7800 Facsimile: 011 688 7899 e-mail: <a href="mailto:sxhanti@jda.org.za">sxhanti@jda.org.za</a>
1.2.1.2	The address of the Employer's Agent is:
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 <b>Variation Orders exceeding R10,000.00.</b> b) Clause 4.4.4: The removal or addition of a SMME subcontractor from or to the Works.

5.3.1	The documentation required <b>before commencement with Works execution</b> 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) Signed Contract Agreements with nominated SMME contractors and Community Liaison Officer. SMME contract agreements shall clearly state the assigned foreman details, scope of works, materials and equipment to be provided by the Contractor, payment conditions, time frame for completion and any penalties for late completion. g) Proforma SMME Contractor(s) Financial Statement proposed by the Contractor (for approval by Employer and Employer's Agent)
5.3.2	The time to submit the documentation required before commencement with Works execution is <b>14 days</b> .
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Work and Site Information, as well as other City of Johannesburg Service Authority appointed contractors, and in terms of all legislation, including the Construction Regulations 2015.
5.6.2	The programme shall contain the following activities and or items as a minimum requirement: a) Testing and acceptance control b) As-built levels and drawings c) Date for Practical Completion d) Date for Completion e) Health & Safety Compliance Audits f) Environmental Compliance Audits
5.8.1	The non-working days are Sundays. The special non-working days are the official public holidays of the Republic of South Africa (which shall include public holidays set aside for voting purposes) and the industry year end break with effective dates published by the South African Forum of Civil Engineering Contractors (SAFCEC).
5.13.1	The penalty for failing to complete the Works at the Due Completion Date is <b>R15,000.00 per day</b> . The Contractor is to note that delay penalties, in addition to monies still owed to the Contractor (including retention monies) and the Guarantee, shall effectively be used to address additional costs incurred by the Employer, such as the Employer's Agent's construction monitoring fees and other service providers' fees and wayleave extension costs, as a result of the Works not being completed at the Due Completion Date.
5.14.1	The requirements for achieving Practical Completion are all those for the Works to reach a state of readiness, fit for the intended purpose and occupation without danger or undue inconvenience to the Employer.
5.16.3	The latent defect period is <b>10 years</b>
6.8.2	The tenderer is to submit a fixed price tender (not subject to contract price adjustment)

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

#### **ADDITIONAL CLAUSE TO THE GENERAL CONDITIONS OF CONTRACT**

5.12.2.2	A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals 15 days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.
5.13.3	The penalty for failure, on the part of the Contractor, to submit any regular monthly report as set out elsewhere in this document on the <b>25<sup>th</sup> day of each month</b> (or the previous work day for the applicable month) until the issue of the Certificate of Completion shall be subject to a penalty of <b>R100.00 per report per day</b> , until report is submitted and which shall not be reversible.



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

Clause	Data
1.1.1.9	The name of the Contractor is:
1.2.1.2	The address and contact details of the Contractor are:
	Address (physical):
	Address (postal): <hr/> Contact person: <hr/> Telephone: <hr/> Facsimile: <hr/> e-mail: <hr/> Facsimile: <hr/> e-mail:
6.2.1	The security to be provided by the Contractor shall be a Performance Guarantee of 10% of the Contract Sum and a 10% Retention reducing to 5% of the Contract Sum. 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 <b>10%</b> .

.....  
**Signature**

.....  
**Date**

**PART C1: ~~AGREEMENT AND CONTRACT DATA~~**

**C1.2 ~~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~~**

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

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

~~R .....~~

~~(Amount in words .....~~

~~1.1.3 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:~~

~~R .....~~

~~(Amount in words .....~~

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

~~**2. FIXED PERFORMANCE GUARANTEE**~~

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

~~2.2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first.~~

~~2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.~~

~~**3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES**~~

~~1.1 The Guarantor hereby acknowledges that:~~

~~1.1.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;~~

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

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

~~1.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;~~

~~1.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;~~

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

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

- ~~1.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or~~
- ~~1.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and~~
- ~~1.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.~~
- ~~1.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.~~
- ~~1.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.~~
- ~~1.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.~~
- ~~1.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.~~
- ~~1.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.~~
- ~~1.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.~~
- ~~1.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.~~
- ~~1.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.~~
- ~~1.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of Magistrate's Court.~~

Signed at \_\_\_\_\_

Date \_\_\_\_\_

Guarantor's signatory (1) \_\_\_\_\_

Capacity \_\_\_\_\_

Guarantor's signatory (2) \_\_\_\_\_

Capacity \_\_\_\_\_

Witness signatory (1) \_\_\_\_\_

Witness signatory (2) \_\_\_\_\_

**PART C1: AGREEMENT AND CONTRACT DATA**

**C1.3 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 by .....in his/her capacity as .....

**WHEREAS** the Employer is desirous that certain works be constructed, being contract **JDA PANEL OF CONTRACTORS CIVIL ENGINEERING WORKS** and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993).

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

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

Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

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

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

---

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

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

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

As witnesses:

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

---

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

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

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

As witnesses:

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

**PART C1: AGREEMENT AND CONTRACT DATA**

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

THIS AGREEMENT is made between the Johannesburg Development Agency represented by the .....(hereinafter called the EMPLOYER of the one part, herein represented by: ..... in his/her capacity as: ..... and: ..... (hereinafter called the CONTRACTOR) of the other part, herein represented by..... in his/her capacity as: ..... duly authorised to sign on behalf of the Contractor.

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

**PANEL OF MAIN CONTRACTORS\_CIVIL ENGINEERING WORKS \_FOR THE JDA ( GRADES 7**

**CONTRACT No.: JDA PMC/CE /7**

**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: 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

**1.2 Engineering**

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

**1.3 Procurement**

- 1.3.1 Requirements
- 1.3.2 Subcontracting

**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 Johannesburg Development Agency's objective is to construct new sidewalks, roads, attenuation ponds, .....

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

The proposed facility will consist of full new civil upgrades, upgrade of the existing access road which may include the upgrading of street lights . stormwater upgrades

#### **1.1.3 Extent of the works**

The extent of Civil Works includes but is not limited to the following:

- Demolition: Demolition and spoiling or stockpiling (as per instruction) of existing gravel and grassed areas, road pavement, trees, foliage, street signs, bins, benches and other street furniture, removing all rubbish, debris, building rubble, random bricks and paving bricks, rocks, boulders, stormwater pipes, etc.
- Services: New stormwater, sewer and water network.
- Layerworks: Construction of layerworks from insitu and imported materials as well as the stabilisation (lime or cement) thereof.
- Kerbing and Channeling: Construction on precast kerbing and cast insitu channels and edge beams, and the construction of driveways, wheel chair and access ramps.
- Paving and Surfacing: Construction of patterned block paving as specified by the Engineer to accommodate pedestrian and / or vehicular traffic. Construction of asphalt road surfacing.
- Signage and Road Markings: Supply and Installation of statutory, information and way finding signage and placing of road markings.

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

#### **1.1.5 Temporary Works**

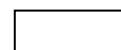
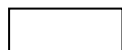
The contractor is to design, supply, construct, demolish and spoil at his own cost any temporary works required in order to carry out the construction works as required.

As the Works are to be constructed within a built up urban area, the Contractor will be required to carry out all temporary works that will be necessary to maintain the flow of traffic and to ensure that pedestrian and vehicular access is maintained to local residential buildings and businesses.

#### **1.1.6 Access**

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 deviation shall be obtained from the Engineer. The Contractor shall advise all residents, community leaders and other stakeholders at least 2 weeks prior to the commencement of construction activities in an area. The

JDA GCC



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.

## 1.2 ENGINEERING

### 1.2.1 Design Services & Activity Matrix

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

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

### 1.2.2 Employers Design

All permanent works required for construction shall be designed by the 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

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

~~The following drawings are applicable to the contract:~~

~~Refer to drawing register on CD/s attached.~~

The Contractor will be supplied with three (3) copies of each of the 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.

The drawings included with the tender document are for information purposes only. Detail construction drawings will be issued to the contractor at site handover and revisions thereto during the construction stage of the project.

Only figured dimensions shall be used and drawings are not to be scaled unless so instructed by the principal agent. The principal agent will supply any figured dimensions, which may have been omitted from the drawings.

All drawings and documents are to be considered the sole property of the Consultants and are to be returned to them on completion of the Works. The drawings, etc., are to be used by the Contractor for the purpose of this Contract only. All drawings must be properly cared for, protected and kept in good condition.

Should any part or parts of the Drawings, Specifications or Bills of Quantities not be clearly intelligible to the Contractor, or the material or articles to be used in the execution of the Works be considered insufficiently described or the manner in which the work is to be carried out not be clear, the Contractor must obtain from the Principal Agent the necessary information to clarify such Drawings, Specification, Bills of Quantities or instructions which request shall be in writing.

The Contractor shall be held solely responsible for and shall, at his own expense, rectify any errors arising out of incorrect interpretation of the Drawings, Specifications, Bills of Quantities or instructions.

Upon receipt of detail drawings for any work, the Contractor shall, before putting that work in hand, ascertain that the dimensions given on the detail drawings correspond with the dimensions of any work already built and which governs the sizes of any work for which details are now issued.

In the event of the detail drawings not agreeing with the works already built, the discrepancy shall be brought to the Principal Agent's attention timeously and the detail drawings shall be returned at once for alterations.

All dimensions will be figured on the drawings or may be calculated from figured dimensions and are always to be followed. No dimensions shall be obtained by scaling.

### 1.2.5 Design Procedures

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

## 1.3 PROCUREMENT

### 1.3.1 Requirements

The contractor shall be required to adopt labour based techniques through the full spectrum of the works with the proviso that the Employers specific objectives regarding TIME & QUALITY are in no way compromised. **Maximization of employment shall be of the essence on this contract.**

**Tenderers are to 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. It is also a condition of this tender that the successful contractor is required to sub-contract a minimum value of work to local SMME's equal to 30% of the contract sum. Such work must be clearly identified in the SMME Plan which plan will be considered in the functionality assessment of the tender evaluation process. Furthermore, it is a condition of this tender that the successful contractor is required**

**to take full responsibility of managing all appointed sub-contractors and the quality of their works.**

The Contractor shall in general, maximise the involvement of the local community.

**The minimum number of jobs created on this contract shall be 8 jobs for every one million rand of the contract sum.** This target applies to the Contractor's labourers and local labourers and to the sub-contractor's labourers.

The Contractor shall be required to submit employment and SMME data on a monthly basis to the Principle Agent.

The Contractor and all sub-contractors including local SMME's will be required to pay labour rates which are in accordance with SAFCEC rates, including any future annual inflation adjustments.

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

### **1.3.2 Subcontracting SMME's – Special Conditions of Contract**

Participation and Advancement of Start-Up, Small and Micro Enterprises, and the SMME programme.

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

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

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

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

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

The form of contract to be used with SMMEs is the GCC sub-contract agreement. 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.

It is intended that fortnightly payments to the SMME's will be as follows:

- Payment 1 – for the SMME to pay suppliers for material/plant, subject to the necessary proof being furnished;
- Payment 2 – for SMME's to pay labourers employed, subject to the necessary proof being furnished and upon receipt of proof of payment of suppliers;
- Payment 3 – for any balance due based on a valuation done of works completed, upon receipt of proof of payment of labour.

The contractor will be expected to pay SMME's full rates as submitted by the contractor to the JDA.

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

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

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

2. The Contractor will be expected to have clearly specified the programme dates to the SMME sub-contractor and these dates are to be included in the contract of agreement between the two parties. The Contractor is to monitor the SMME sub-contractor's progress against the programme and hold progress meetings with the SMME sub-contractor where minutes are to be kept and signed off by both parties.

3. The Contractor is to assess the skills of the SMME sub-contractor and provide the relevant support and training where it is necessary in order for the SMME sub-contractor to complete the works to programme, budget and specification. The Contractor will be expected to provide on-site training to the SMME sub-contractor that will ensure that the SMME sub-contractor's staff is suitably trained to execute the works and that they receive sufficient relevant experience on the project. The Contractor will be expected to explain to and train the SMME's on how the BoQ rates were built up.

4. The Contractor is responsible for safety compliance on the project and will assist the SMME sub-contractor in all aspects to achieve safety compliance, that will include:

- a) Assisting the SMME sub-contractor with developing their safety files, legal appointments, etc.
- b) Assisting the SMME sub-contractor with achieving safety on site.
- c) Having tool box talks with the SMME sub-contractor employees on a daily basis.
- d) Providing all safety equipment and signage.
- e) Providing safety training where necessary.

5. The Contractor is to provide all the necessary equipment for the timeous monitoring and the checking of the quality of works as carried out by the SMME sub-contractor. The Contractor will be expected to monitor the SMME sub-contractor's works for quality compliance and provide all the necessary support to the SMME sub-contractor in order to achieve quality requirements. The Contractor is to ensure that if the SMME sub-contractors quality of works does not achieve specification the Contractor will assist the SMME sub-contractor to achieve specification and not allow the works to continue until the quality requirements are achieved.

6. The Contractor is to generate monthly reports for the JDA that includes the following:

- a) SMME sub-contractor resources on the site, i.e. supervisors, labour, plant tools and equipment
- b) SMME sub-contractor progress of works on site.
- c) SMME sub-contractor quality control on site.
- d) SMME sub-contractor expenditure on the project versus target expenditure.
- e) Copies of minutes of the SMME sub-contractor and 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. Tenderers are to ensure that they allocate a dedicated individual to manage the SMME's and fulfil the requirements stated above.**

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

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

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



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

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

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

**Failure of the Contractor to achieve the requirements set-out in this tender document during construction may result in the JDA enforcing compliance by appointing 3rd parties if necessary to assist and deducting all reasonable costs for achieving compliance from money due to the Contractor.**

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

## **1.4 CONSTRUCTION**

### **1.4.1 Works specifications**

#### **Applicable national and international standards**

SANS 1200; Model Preambles for Trades (2008 Edition).

#### **Particular / generic specifications**

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

#### **Certification by recognized bodies**

None Applicable.

### **1.4.2 Plant and Materials**

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

There is no guarantee given or implied that the Contractor will be permitted to utilise any or all of the plant he proposes to use in the construction of the Works.

### **1.4.3 Construction Equipment**

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

There is no guarantee given or implied that the Contractor will be permitted to utilise any or all of the equipment he proposes to use in the construction of the Works.

### **1.4.4 Existing Services**

All known existing services and those services which require relocation and protection, are shown on the services plans. The Contractor's attention is drawn to the fact that such services information is based on information supplied by others, and accuracy and completeness of this information has not been confirmed. The contractor will therefore be required to proceed with extreme caution in order to avoid damage to existing services.

In general, the engineer may call upon the contractor to re-excavate trenches previously dug and backfilled by others where in the opinion of the engineer such work is necessary to ensure the stability of any other works over such trenches. This in no way relieves the contractor of his responsibilities in term of the works.

### **1.4.5 Site Establishment**

The Contractor shall make available temporary facilities necessary for providing the works which are not provided by the Employer including telecommunications, security services, medical, fire protection, sanitation and toilets, waste disposal, etc.

The contractor shall not make any changes to the senior management relative to the agreement without the principal agent's express written approval.

Services and Facilities Provided by the Employer:

- Nil

Facilities Provided by the Contractor:

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

Storage and Laboratory Facilities:

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

Other Facilities and Services:

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

Vehicles and Equipment:

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

Advertising Rights:

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

Notice Boards:

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

Office Accommodation for Meeting Room:

- The contractor must provide a meeting room to accommodate a maximum of 20 people. The meeting room is to be air-conditioned.
- The contractor must provide an air-conditioned office space for the engineers for construction monitoring.

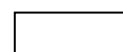
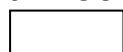
#### **1.4.6 Site Usage**

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

JDA GCC



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**

Wayleaves shall be supplied by the contractor. Contractors are to comply with the terms and conditions of the wayleaves as supplied by the various service provider departments.

#### **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 (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 dealt with in terms of the policies in place by the City of Johannesburg. Photographs must be taken to document the inspection.

#### **1.4.10 Water and Electricity for Construction Purposes**

The contractor is to make his own arrangements for the supply of water for construction purposes and his own domestic usage.

The same principle applies to electricity.

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

By the Contractor

## 1.5 MANAGEMENT

### 1.5.1 Management of the Works

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

Should the Principal 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 Principal Agent will be entitled to place the Contractor on notice to rectify the situation in terms of the contract.

### 1.5.2 Health & 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:**

- a) 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.
- b) The Construction Regulations, 2014, require 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) a 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 structure designed to preserve or alter any natural feature, and any other similar structure;
- b) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- c) 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;
- g) inspect the site with a view to the health and safety of employees, at regular intervals;
- h) participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and
- i) participate in any internal health or safety audit.

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

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

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

4.4.6 The contractor shall ensure that:

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

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

## 4.5 Health and safety plans

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

The health and safety plan shall as a minimum provide:

- a) the information contained in Table 1 in respect of each of the hazards associated with work falling within the scope of the contract (see Figure 1); and

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

Table 1: Example of the format of a health and safety plan

b) an outline of the manner in which the contractor intends complying with the requirements of this specification.

- 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:

involves the demolition of a structure exceeding a height of 3m;

involves the use of explosives to perform construction work;

involves the dismantling of fixed plant at a height greater than 3m;

exceeds 30 days or will involve more than 300-person days of construction work; and includes:

- i) excavation work deeper than 1m; or
- 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) a 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.

**PART C4: SITE INFORMATION**

Projects will be implemented across all the seven regions with the city of Johannesburg metropolitan municipality.

