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JOHANNESBURG DEVELOPMENT AGENCY (JDA)

PANEL OF MAIN CONTRACTORS (CIDB GRADES 7 GB)

CONTRACT No.: JDA MC/GB/7

ISSUED BY:

Johannesburg Development Agency

The Bus Factory
3 Helen Joseph (formerly President) Street
Newtown
2000

Contact Name: Yandisa Dinga
Telephone No: 011 688 7878
Email Address: ydinga@jda.org.za



PREPARED BY:

Johannesburg Development Agency

The Bus Factory
3 Helen Joseph (formerly President) Street
Newtown
2000

Contact Name: Celestine Mouton
Telephone No: 011 688 7800
Email Address: cmouton@jda.org.za



NAME OF TENDERER:

CIDB REGISTRATION NUMBER:

CSD SUPPLIER NUMBER.....

COMPANY REGISTRATION NUMBER

TAX VERIFICATION PIN

This tender closes at 12h00 on the 16 February 2024 at the offices of the Johannesburg Development Agency "The Bus Factory", 3 Helen Joseph (formerly President) Street, Newtown, Johannesburg.

NO LATE SUBMISSIONS WILL BE CONSIDERED

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

PROCUREMENT DOCUMENT FOR BUILDING CONSTRUCTION

JBCC Principal Building Agreement Edition 6.2 (May 2018)

PANEL OF MAIN CONTRACTORS (7GB)

CONTRACT No.: JDA MC/7-GB

**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.**

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.

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

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

- Toll free number.....0800 002 587
- Toll free Fax.....0800 007 788
- SMS (charged @ R1.50).....32840
- 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.

JOHANNESBURG DEVELOPMENT AGENCY

PANEL OF MAIN CONTRACTORS (7GB)

CONTRACT No.: JDA MC/7-GB

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THE TENDER

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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

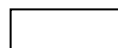
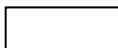
C3	Scope of Work	(Blue)
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Part C4: Site Information

C4	Site Information	(Green)
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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	CHECKED	
	Contractor	Project Manager
1. Correct Tender offer carried forward to the Cover Page and also the Form of Offer and Acceptance in Part C1.1	<input type="checkbox"/>	<input type="checkbox"/>
2. Tenderer's signature on the offer	<input type="checkbox"/>	<input type="checkbox"/>
3. Bill of Quantities	<input type="checkbox"/>	<input type="checkbox"/>
i Bills of Quantities completed in full and in pen	<input type="checkbox"/>	<input type="checkbox"/>
ii Corrections crossed out and initialled	<input type="checkbox"/>	<input type="checkbox"/>
iii Each page initialled	<input type="checkbox"/>	<input type="checkbox"/>
4. Returnable Documents and Schedules	<input type="checkbox"/>	<input type="checkbox"/>
i Authority to Sign Tender	<input type="checkbox"/>	<input type="checkbox"/>
ii Declaration of Interest	<input type="checkbox"/>	<input type="checkbox"/>
iii Record of Addenda to Tender Documents	<input type="checkbox"/>	<input type="checkbox"/>
iv Banking Details	<input type="checkbox"/>	<input type="checkbox"/>
v Proposed Amendments and Qualifications (if any)	<input type="checkbox"/>	<input type="checkbox"/>
vi Certificate of Authority for Joint Venture and Joint Venture Agreement (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
vii MBD 5: Declaration for Procurement above R10 million	<input type="checkbox"/>	<input type="checkbox"/>
viii MBD 8: Declaration of Bidder's Past Supply Chain Management Practices	<input type="checkbox"/>	<input type="checkbox"/>
ix MBD 9: Certificate of Independent Bid Determination	<input type="checkbox"/>	<input type="checkbox"/>
x Particulars of all Contracts awarded by an Organ of State during the last 5 years	<input type="checkbox"/>	<input type="checkbox"/>
xi Fulfilment of the Construction Regulations	<input type="checkbox"/>	<input type="checkbox"/>
Questionnaire on Tenderer's Procedures with respect to OHSA and	<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 Clearance Certificate Tax Pin Number.	<input type="checkbox"/>	<input type="checkbox"/>
xv 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 JBCC form (Refer C1.3)	<input type="checkbox"/>	<input type="checkbox"/>
xvii Proof of CIDB Grading required. In the event of a JV a certificate indicating the combined CIDB grading is required.	<input type="checkbox"/>	<input type="checkbox"/>

JOHANNESBURG DEVELOPMENT AGENCY (JDA)

xxviii	A valid original 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="text"/>	<input type="text"/>
xix	Schedule of Recently Completed Contracts	<input type="text"/>	<input type="text"/>
xx	Project Verification Form	<input type="text"/>	<input type="text"/>
xxi	Schedule of Current Contracts	<input type="text"/>	<input type="text"/>
xxii	Schedule of Construction Plant, Equipment and labour	<input type="text"/>	<input type="text"/>
xxiii	Schedule of Proposed Subcontractors	<input type="text"/>	<input type="text"/>
xxiv	Schedule of Proposed Key Personnel and detailed Curricula Vitae of all Key Personnel	<input type="text"/>	<input type="text"/>
xxv	Estimated Monthly Expenditure	<input type="text"/>	<input type="text"/>
xxvi	Methodology Statement	<input type="text"/>	<input type="text"/>
xxvii	Preliminary Construction Programme	<input type="text"/>	<input type="text"/>
xxviii	Labour, Plant and Equipment Histograms	<input type="text"/>	<input type="text"/>
xxix	Audited Financial Statements for past 3 years	<input type="text"/>	<input type="text"/>
xxx	Bank Rating	<input type="text"/>	<input type="text"/>
xxxi	SMME Plan	<input type="text"/>	<input type="text"/>

PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

CONTRACT No: JDA MC/GB/7

PANEL OF MAIN CONTRACTORS (CIDB GRADE 7 GB)

The Johannesburg Development Agency invites tenders for a panel of main contractors, registered with the CIDB Grade 7 for **GENERAL BUILDING WORKS**, for a period of 36 months.

The contractors will be required to execute a variety of contracts (new buildings and refurbishments) ranging from Libraries, Clinics, Multi-Purpose Centres, Bus Depots, public transport facilities (major and minor), swimming Pools and Recreational facilities, fire stations and other buildings not mentioned herein.

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

Documents may be downloaded from the following websites:

www.jda.org.za
www.etenders.gov.za

Queries relating to the issue of these documents or the project may be addressed to Ms Celestine Mouton at 011 688 7800 or e-mail to: cmouton@jda.org.za and any procurement related issues may be addressed to Mr. Yandisa Dinga at 011-688 7800 or e-mail to: ydinga@jda.org.za.

The closing time for receipt of tenders is 12h00 on the 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 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, (May 2010) as published in Government Gazette No 33239, Board Notice 86 of 2010 of 28 May 2010. (See www.cidb.org.za).

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

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

Clause Number	Clause Heading	Data / Wording
F.1.1	The Employer	Johannesburg Development Agency P. O. BOX 61877 MARSHALLTOWN, 2107
F.1.2	The Tender	PART T1: TENDERING PROCEDURES T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data PART T2: RETURNABLE DOCUMENTS T2.1 List of Returnable Documents T2.2 Returnable Schedules
	The Contract	PART C1: AGREEMENTS AND CONTRACT DATA C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Construction Guarantee C1.4 Occupational Health and Safety Agreement PART C2: PRICING DATA C2.1 Pricing Instructions C2.2 Bill of Quantities PART C3: SCOPE OF WORK PART C4: SITE INFORMATION

Clause Number	Clause Heading	Data / Wording
F.1.4	Project Manager	Not applicable
F.2.1	Eligibility	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, are eligible to have their tenders evaluated.</p> <p>In addition, only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation of at least 7GB or 8GB or higher General Building class of construction work; and 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 7GB or 8GB or higher class of construction work determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.
F.2.7	Clarification Meeting	A compulsory briefing will be held on 24 January 2024. The last day for queries will be 5 February 2024.
F.2.12	Alternative tender offers	No alternative tender offers will be considered.
F.2.13.2		All returnable documents to the employer as defined in F.1.2 of the Tender Data shall be returned in legible writing in non-erasable ink.
F.2.13.3	Number of copies of tender offers to be submitted to the Employer	Parts of each tender offer communicated on paper shall be submitted as an original, plus one (1) copy.
F.2.13.5 F.2.15.1	Sealing and Delivery of tender offers	<p>The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Reception Desk of the Johannesburg Development Agency</p> <p>Physical address: The Bus Factory 3 Helen Joseph St (formerly President St) NEWTOWN JOHANNESBURG</p> <p>Identification details: <i>Tender reference</i></p>

Clause Number	Clause Heading	Data / Wording
		JDA MC/GB/7 PANEL OF MAIN CONTRACTORS (CIDB GRADE 7GB or Higher)
F.2.13.9	Telephonic	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.15	Closing time of tender offers	The closing time for submission of tender offers is 12h00 on the 16 February 2024
F.2.16.1	Tender offer validity	NOT APPLICABLE
F.2.16.3		<p>Add the following:</p> <p>“Should a tenderer amend or withdraw his or her tender after the closing date and time, but prior to him or her being notified of the acceptance thereof, or should a tenderer after having been notified that his or her tender has been accepted –</p> <ol style="list-style-type: none"> 1. give notice of his or her inability to execute the Contract in accordance with his or her tender; or 2. fail to sign a contract within the period stipulated in the tender requirements or any extended period determined by the employer; or 3. fail to execute the Contract. <p>he or she shall pay all additional expenses which the employer has to incur in inviting new tenders and pay the difference between his or her tender and any less favourable tender accepted, as well as any consequential loss which may arise as a result of his/her non-fulfilment of his/her obligations: Provided that the employer may exempt a tenderer from the provisions of this sub-regulation if he is of the opinion that such non-performance is justifiable.</p> <p>When during the above-mentioned circumstances it is not deemed expedient to invite new tenders, the employer may entertain a recommendation for acceptance of a tender from those already received.”</p>
F.2.17	Clarification of tender after submission	<p>Add the following:</p> <p>“The tenderer is to provide clarification with regards to a request for clarification from the employer, within 48 hours of the employer making the request, failing which, the tender offer will be considered non-responsive.”</p>
F.2.18		The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.20	Letter of Intent	The tenderer is required to submit with his tender a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document.
F.2.23	Certificates	The tenderer is required to submit with his tender:

Clause Number	Clause Heading	Data / Wording										
		<p>a) A copy of a valid Tax Pin Number.</p> <p>b) An original and valid certified B-BBEE status level verification certificate or a certified copy thereof, substantiating the bidding entity's B-BBEE rating. Only certificates issued by verification agencies accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board of Auditors (IRBA) will be accepted. The copy must bear an original stamp. Failure to submit as required will result in the bidder scoring zero (0) points for B-BBEE.</p> <p>c) Copies of legal registration documents of company /close corporations/partnership, including certified copies of Identity Documents.</p> <p>d) Joint Venture Agreement and Power of Attorney for Joint Ventures with the Targeted Enterprise.</p> <p>e) Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)</p> <p>f) Documents and Schedules listed in Part T2.</p>										
F.3.4	Opening of tender submissions	Tenders will be opened immediately after the closing time at 12h00 on the 16 February 2024										
F.3.11.3	Evaluation of Tender Offers	<p>The procedure for the evaluation of responsive tenders is Method 1 (Functionality).</p> <p>The functionality assessment is based on the following criteria; Grade 7 GB</p> <table><tr><th>Variable</th><th>Total Points</th><th>Criteria</th><th>Description of criteria</th><th>Points</th></tr><tr><td>(A1) SMME Plan</td><td>40</td><td>Detailed SMME Plan (Project Specific) concentrating on the following: 1. Quality assurance and control procedures. 2. Clear organisational structure for support and managing of SMMEs (and SMME labourers), includes roles and responsibilities of the SMME supervisor, site agent and office staff. 3. Skills transfer aside of the JDA training budget provision. 4. Detailed methodology of</td><td>Points will be allocated as per the criteria</td><td>All items addressed: 40 3 items addressed: 30 2 items addressed: 20</td></tr></table>	Variable	Total Points	Criteria	Description of criteria	Points	(A1) SMME Plan	40	Detailed SMME Plan (Project Specific) concentrating on the following: 1. Quality assurance and control procedures. 2. Clear organisational structure for support and managing of SMMEs (and SMME labourers), includes roles and responsibilities of the SMME supervisor, site agent and office staff. 3. Skills transfer aside of the JDA training budget provision. 4. Detailed methodology of	Points will be allocated as per the criteria	All items addressed: 40 3 items addressed: 30 2 items addressed: 20
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Clause Number	Clause Heading	Data / Wording				
				how contracts, payments and financial assistance to SMMEs will be managed.		1 items addressed: 10
		(B) Company Experience and Track record on building works projects, with a minimum value of R20 million. These include projects related to construction of schools, clinics, public transport facilities, multi-purpose centres, libraries, community halls, fire station, swimming pools, sports hubs etc.	100	Five (5) or more Projects competed	Points will only be allocated for building works projects completed with the minimum contract sum of R20 million within the past five years. The demonstrated experience must be accompanied by reference letters indicating rated / satisfactory performance. This letter must be on a Client letterhead with Client Representative (not consultants) telephonic and email details for verification by the JDA. Completion certificates and appointment letters will not afford bidders points.	100
				Four (4) Projects completed		80
				Three (3) Project completed		60
				Two (2) Project completed		40
				One (1) Project completed		20
		(C) Experience of proposed key personnel. (Copies of qualifications are required for Contracts Manager, Site Agent, Site Engineer and OHS officer)	130	Contracts Manager: a minimum of a National Diploma and 10 years' experience as Contracts Manager. The CV should state the minimum value of R 20 million of works executed in building related projects (schools, clinics, public transport facilities, multi-purpose centres, libraries, community halls, fire station, swimming pools, sports hubs etc.) and registered as a Professional Construction Manager (Pr. CM) with the SACPCMP	Points will only be allocated for experience on building projects of the proposed key person.	
						50

Clause Number	Clause Heading	Data / Wording				
				Site Agent: Site Agent with minimum 10 years of experience as a Site Agent. The CV should state the minimum value of R 20 million of works on major building works projects (schools, clinics, public transport facilities, multi-purpose centres, libraries, community halls, fire station, swimming pools, sports hubs etc.), with minimum qualification of a BTech in the Built Environment		15
				Site Engineer: Site Engineer with minimum 8 years of experience as a Site Engineer. The CV should state the minimum value of R 20 million of works. on major building works projects (schools, clinics, public transport facilities, multi-purpose centres, libraries, community halls, fire station, swimming pools, sports hubs etc.), with minimum qualification of a National Diploma.		15
				SMME Supervisor with minimum 8 years of experience in construction supervisory roles in building projects. The CV should state the minimum value of R 20 million of works		20
				OHS officer: 10 years' experience as construction health and safety officer and has experience in major building works projects (schools, clinics, public transport facilities, multi-purpose centres, libraries, community halls, fire station, swimming pools, sports hubs etc.). Registered with SACPCMP as Construction Health and Safety Agent or equivalent. The CV		15

Clause Number	Clause Heading	Data / Wording				
				should state the minimum value of R 20 million of works		
				General Foreman: General Foreman with minimum 10 years of experience as a General Foreman in building projects. The CV should state the minimum value of R 20 million of works (schools, clinics, public transport facilities, multi-purpose centres, libraries, community halls, fire station, swimming pools, sports hubs etc.)		15
		<p>The tenderers bidding for GRADE 7 GB will be required to achieve a minimum score of 256.50 points (95%) in the technical evaluation out of a possible 270 points in order to be considered further in the evaluation process.</p> <p>The JDA has adopted a Risk Tolerance Framework (RTF) which enjoins the JDA to consider its risk exposure to contractors/Service Providers in terms of the number of contracts awarded to a single Contractor/service provider or the total value of contracts awarded to a single contractor/service provider in a particular year.</p> <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"> 1) The greater of R80 million or four contracts/ Projects in the current financial year or 2) The greater of R 120 million or six contracts/Projects over two financial years (current year and previous financial year). <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>The tenderer will be required to achieve a minimum score of 256.5 points in the technical evaluation to be considered further in the evaluation process.</p>				

Clause Number	Clause Heading	Data / Wording																					
		<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>Bidders are to note that JDA does not bind itself to accept the lowest priced bid.</p> <p>FORMULA FOR SCORING TENDER PRICE</p> <p>The following formula will be used to calculate the points for price-</p> $P_s = X \left[1 - \frac{(P_t - P_{min})}{P_{min}} \right]$ <p>Where</p> <p>P_s = Points scored for comparative price of tender under consideration</p> <p>P_t = Comparative price of tender under consideration</p> <p>P_{min} = Comparative price of lowest acceptable tender</p> <p>X = Points assigned to price</p> <p>POINTS AWARDED FOR B-BBEE STATUS LEVEL</p> <p>The points allocated to a tenderer will be in accordance with the Preferential Procurement Regulations, 2017 published in Government Gazette No. 40553 dated 20 January 2017.</p> <p>The following table is applicable-</p> <table><tr><th rowspan="2">B-BBEE Status Level Of Contributor</th><th>Number of Points</th></tr><tr><th>Tenders above R50 million</th></tr><tr><td>1</td><td>10</td></tr><tr><td>2</td><td>9</td></tr><tr><td>3</td><td>6</td></tr><tr><td>4</td><td>5</td></tr><tr><td>5</td><td>4</td></tr><tr><td>6</td><td>3</td></tr><tr><td>7</td><td>2</td></tr><tr><td>8</td><td>1</td></tr><tr><td>Non-Compliant contributor</td><td>0</td></tr></table> <p>Notes :-</p> <p>1. "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act (Act No.53 of 2003).</p> <p>2. Tenderers must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating. Certificates issued by either verification agencies accredited by the South African Accreditation System (SANAS) or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA) are acceptable. THE</p>	B-BBEE Status Level Of Contributor	Number of Points	Tenders above R50 million	1	10	2	9	3	6	4	5	5	4	6	3	7	2	8	1	Non-Compliant contributor	0
B-BBEE Status Level Of Contributor	Number of Points																						
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Non-Compliant contributor	0																						

Clause Number	Clause Heading	Data / Wording
		<p>COPY MUST BEAR A CERTIFICATION. FAILURE TO SUBMIT AS REQUIRED WILL RESULT IN THE BIDDER SCORING ZERO (0) POINTS FOR BBEE.</p> <p>3. An EME must submit a sworn affidavit confirming the following:</p> <ul style="list-style-type: none"> • Annual Turnover Revenue of R10 million or less; and • Level of Black ownership • Any misrepresentation in terms of the above constitutes a criminal offence as set out in the B-BBEE Act as amended. <p>4. The submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and be in accordance with notices published by the Department of Trade and Industry in the Government Gazette.</p> <p>5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.</p> <p>6. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.</p> <p>7. A person will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for.</p> <p>8. A person awarded a contract will not be permitted to sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned.</p> <p>TOTAL PREFERENCE POINTS</p> <p>The total preference points for a tender are calculated with the formula</p> <p>$PP = P_s + P_{bee}$ where</p> <p>PP is the total number of preference points scored by the tenderer</p> <p>P_s is the points scored for the comparative price of the tenderer, and</p> <p>P_{bee} is the number of points awarded to the tenderer based on his certified B-BBEE status level</p> <p>RISK TOLERANCE FRAMEWORK</p> <p>The JDA has adopted a Risk Tolerance Framework (RTF) which enjoins the JDA to consider its risk exposure to contractors/Service Providers in terms of the number of contracts awarded to a single Contractor/service provider or the total value of contracts awarded to a single contractor/service provider in a particular year.</p> <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> <ul style="list-style-type: none"> 3) The greater of R80 million or four contracts/ projects in the current financial year or 4) The greater of R 120 million or six contracts/projects over two financial years (current year and previous financial year).

Clause Number	Clause Heading	Data / Wording
		<p>A risk analysis shall be undertaken on the bidder with the highest number of points obtained, to determine whether the tenderer does not exceed the JDA's risk framework criteria as stated above, in other words whether it falls within the ambit of the Risk Tolerance Framework as acceptable.</p> <p>JDA reserves the right to award a contract to a bidder who has exceeded the threshold as stated above.</p> <p>Shortlisted bidders may be requested to attend interviews should there be any need for clarity.</p> <p>Unsuccessful bidders will have the opportunity to query the award or decision within 14 days from the day of notification.</p> <p>Bidders are to note that JDA does not bind itself to accept the lowest priced bid.</p>
	Disqualification Criteria	<p>BIDDERS WILL BE DISQUALIFIED FOR:</p> <ul style="list-style-type: none"> • Failure to complete and sign the Offer page; • Failure to complete and submit a Priced Bill of Quantities in full; • Failure to take into account any addendums issued during tender stage; • Failure to be registered and active with CIDB in the relevant grading; • Failure to attend the compulsory briefing session; • Termination 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 • 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. • A bidder who has been terminated by the JDA, or other organ/s of state, and has been blacklisted as seen on the CSD Report • Completing the tender document in pencil;
F.3.13	Acceptance of Tender Offers	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> a) 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; b) The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; c) 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; d) The tenderer has not: <ol style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; e) 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. f) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; g) 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.

JOHANNESBURG DEVELOPMENT AGENCY (JDA)

Clause Number	Clause Heading	Data / Wording
		h) The tendering entity or the directors/partners of the tendering entity are in good standing with the local authority / municipality.
F.3.18	Number of Paper Copies	The number of paper copies of the signed contract to be provided by the employer is 1 (one).

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

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

The tenderer must complete the following returnable schedules

- Form A1:** Authority to sign Tender
- Form A2:** Declaration of Interest
- Form A3:** Record of Addenda to Tender Documents
- Form A4:** Banking Details
- Form A5:** Proposed Amendments and Qualifications (if any)
- Form A6:** Certificate of Authority for Targeted Enterprise Partners/Subcontractors
- 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 Pin Number
- Form A13:** 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 JBCC pro-forma (refer C1.3)~~
- Form A15:** MBD5 Declaration for Procurement above R10 million (Vat Included)
- Form A16:** MBD8 Declaration of Bidders Past Supply Chain Management Practices
- Form A17:** Declaration of State of Municipal Accounts
-
- 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:** Schedule of Recently Completed Contracts
- 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 three (3) years
- Form B13:** Bank Rating
- Form B14:** SMME Plan
- ~~**Form B15:** Bills of Quantities~~

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

- ~~Form of Offer and Acceptance~~
- Contract Data
- ~~Priced Bill 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~~

T2.2 RETURNABLE SCHEDULES AND DOCUMENTS

T2.2.1 Returnable Schedules and Documents

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 Targeted Enterprise Partners/Subcontractors
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 Pin Number.
Form A13:	Certified Copy of current Municipal Account in the name of the Tenderer or alternatively in the names of the Directors/Partners of the tendering entity
Form A14:	Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the JBCC pro-forma (refer C1.3)
Form A15:	MBD5 Declaration for Procurement above R10 million (Vat Included)
Form A16:	MBD8 Declaration of Bidders Past Supply Chain Management Practices
Form A17:	Declaration of State of Municipal Accounts
Form B1:	Proof of CIDB Grading
Form B2:	A valid originally certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating or an EME must submit a sworn affidavit
Form B3:	Schedule of Recently Completed Contracts
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 three (3) years
Form B13:	Bank Rating
Form B14:	SMME Plan
Form B15:	Bills of Quantities

FORM A1: Authority to Sign Tender

Notes to tenderer:

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

.....
SIGNATURE

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

.....
DATE

FORM A2: Declaration of Interest

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder):
.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
If yes, furnish particulars.....
.....
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
If yes, furnish particulars.....
.....
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
If yes, furnish particulars.....
.....
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
If yes, furnish particulars.....
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

If yes, furnish particulars.....
.....

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

If yes, furnish particulars.....
.....

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

If yes, furnish particulars.....
.....

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

.....
Signature

.....
Position

.....
Name of Bidder

.....
Date

* MSCM Regulations: "in the service of the state" means to be –

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

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

FORM A3: Record of Addenda to Tender Documents

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

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

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

.....
Date

FORM A4: Banking Details

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

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

.....
SIGNATURE

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

.....
DATE

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.

[illegible]

DATE _____

JOHANNESBURG DEVELOPMENT AGENCY (JDA)

FORM A6: Certificate of Authority for Targeted Enterprise Partners/Subcontractors

We, the undersigned, are submitting this tender offer jointly with the following Targeted Enterprise Partners/Subcontractors 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

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

.....
DATE

JDA JBCC

FORM A7: Certificate of Independent Bid Determination

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

JOHANNESBURG DEVELOPMENT AGENCY

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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 L (Continued)

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

.....
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 4(3) 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) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

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

(Tick)

YES	
NO	

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:

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

JOHANNESBURG DEVELOPMENT AGENCY (JDA)

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?

.....
.....

9. 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:

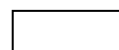
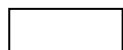
ACCOUNT NUMBER:

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.

JDA JBCC



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 Pin Number.

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

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

.....
SIGNATURE

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

.....
DATE

FORM A13: Municipal Accounts

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

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

.....
SIGNATURE

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

.....
DATE

FORM A14: Letter of Intent

The tenderer shall include as an attachment to their submission a Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the JBCC pro-forma (refer C1.3).

.....
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)**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM A17: DECLARATION ON STATE OF MUNICIPAL ACCOUNTS

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

B Bid Information

i. Name of bidder:
.....

ii. Registration Number:
.....

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

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

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

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

1.
.....

2.
.....

3.
.....

4.
.....

5.
.....

6.

.....

7.

.....

C Documents to be attached.

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

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

Signature

Date

FORM B1: CIDB Grading

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

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

.....
SIGNATURE

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

.....
DATE

FORM B2: B-BBEE Certificate

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

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

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

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

.....
SIGNATURE

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

.....
DATE

FORM B3: Schedule of Recently Completed Contracts

The Tenderer shall list below five building construction contracts of a **similar nature** completed by the Tenderer in the past five years. Similar nature refers to alterations and renovation building projects, with a minimum value of R 20 – R 60m. This form is to be completed and submitted together with reference letters from the employer on their letterhead for each of the projects listed.

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)	PRINCIPAL AGENT (Name, Tel No and Fax No)	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION

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

.....
Date

FORM B4: Schedule of 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
(of person authorised to sign on behalf of the Tenderer)

.....
Date

JOHANNESBURG DEVELOPMENT AGENCY (JDA)

FORM B5: Schedule of Construction Plant & Equipment

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

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

DESCRIPTION	QUANTITY	YEAR ACQUIRED

Attach additional information in a supplementary document

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

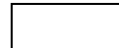
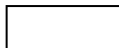
DESCRIPTION (type, size, capacity etc.)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional information in a supplementary document

.....
Signature

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

.....
Date



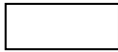
FORM B6: Schedule of Proposed Sub-Contractors

I/We hereby notify you that it is my/our intention to employ the following Sub-Contractors for work in this contract. Tenderers are to provide details of their subcontractors for the following trades: electrical, mechanical, sports fields, sports courts, landscaping and civil works.

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

.....
Date



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. Here, the Employer is looking for the proposed personnel who meet and exceed persons as stipulated in F.3.11.1 as a minimum. The Employer shall strictly apply these provisions, when request for proposals are sent out per project. Should the tenderer wish to replace any key personnel post appointment, the new proposed personnel should have the same or higher qualifications as those submitted as per this panel. Furthermore, the new replacement key personnel should be approved by the Johannesburg Development Agency.

LOCATION	DESIGNATION	NAME AND NATIONALITY OF PROPOSED CANDIDATE	SUMMARY OF QUALIFICATIONS & EXPERIENCE
HEAD OFFICE	Contracts manager		
SITE OFFICE	Site Agent		
	Site Engineer		
	General Foreman		
	Health and Safety Officer		
	SMME Supervisor		

NOTE: Detailed Curriculum Vitae of proposed candidates are to be separately provided. Said CV's MUST indicate qualifications (proof of which is to be attached), number of years' experience, and the nature and value of projects completed including the role performed on said projects.

.....
Signature

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

.....
Date

JDA JBCC

FORM B8: Estimated Monthly Expenditure

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

*** The amounts for contingencies 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	R
11	R
12	R
	COMPLETION OF CONTRACT
TOTAL	R

.....
SIGNATURE

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

.....
DATE

FORM B9: Methodology Statement

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

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

.....
SIGNATURE

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

.....
DATE

FORM B10: Preliminary Construction Programme

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

.....
SIGNATURE

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

.....
DATE

FORM B11: Labour, Plant and Equipment Histograms

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

.....
SIGNATURE

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

.....
DATE

FORM B12: Financial Statements

The tenderer shall include as an attachment to their submission the Audited Financial Statements for the past two 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 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, and (iv) how will reporting to the client be done (content of reports, frequency etc.).

.....
SIGNATURE

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

.....
DATE

FORM B15: Bills of Quantities (Refer C2.2)

~~The BoQ pages in white (see C2.2), must be completed in full, completed in pen, corrections are to be crossed out and initialled, and each page initialled.~~

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

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

CONSTRUCTION OF

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

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

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

.....

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

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

TENDERER: _____ **WITNESS:** _____

Signature

Signature

Name

Name

Capacity

Capacity

Date

Date

Name and address of organisation:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

EMPLOYER: _____ **WITNESS:** _____

Signature

Signature

Name

Name

Capacity

Capacity

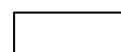
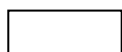
Date

Date

Name and address of organisation:

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

JDA JBCC



Schedule of Deviations

Notes:

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

1 Subject

—Details

.....

.....

2 Subject

—Details

.....

.....

3 Subject

—Details

.....

.....

4 Subject

—Details

.....

.....

5 Subject

—Details

.....

.....

JOHANNESBURG DEVELOPMENT AGENCY (JDA)

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

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

TENDERER: _____ **EMPLOYER:** _____

Signature _____ Signature _____

Name _____ Name _____

Capacity _____ Capacity _____

Name and address of organisation: _____ Name and address of organisation: _____

WITNESS: _____ **WITNESS:** _____

Signature _____ Signature _____

Name _____ Name _____

Date _____ Date _____

Confirmation of Receipt

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

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

at _____ (place)

CONTRACTOR: _____ **WITNESS:** _____

Signature _____ Signature _____

Name _____ Name _____

Capacity _____ Capacity _____

Date _____ Date _____

Clause	Data
1.1	<p>The Employer is : JOHANNESBURG DEVELOPMENT AGENCY</p> <p>Address (physical) : The Bus Factory, 3 Helen Joseph Street (formerly President Street) Newtown, Johannesburg</p> <p>Address (postal) : PO Box 61877, Marshalltown, 2107</p> <p>Telephone : 011 688 7800</p> <p>Facsimile: : 011 688 7863</p> <p>VAT registration number : 444019718</p>
1.2 [6.1]	<p>The Principal Agent is :</p> <p>Address (postal) :</p> <p>Telephone :</p> <p>Facsimile :</p> <p>e-mail :</p>
1.3 [6.2]	<p>The Agent (1) is :</p> <p>Name :</p> <p>Address (postal) :</p> <p>Telephone :</p> <p>Facsimile :</p> <p>e-mail :</p>
1.4 [6.2]	<p>The Agent (2) is :</p> <p>Name :</p> <p>Address (postal) :</p> <p>Telephone :</p> <p>Facsimile :</p> <p>e-mail :</p>
1.5 [6.2]	<p>The Agent (3) is :</p> <p>Name :</p> <p>Address (postal) :</p> <p>Telephone :</p> <p>Facsimile :</p> <p>e-mail :</p>
1.6 [6.2]	<p>The Agent (4) is :</p> <p>Name :</p> <p>Address (postal) :</p> <p>Telephone :</p> <p>Facsimile :</p> <p>e-mail :</p>
1.7 [6.2]	<p>The Agent (5) is :</p> <p>Name :</p>

JOHANNESBURG DEVELOPMENT AGENCY (JDA)

Clause	Data
	Address (postal) : Telephone : Facsimile : e-mail :
1.8 [6.2]	The Agent (6) is : Name : Address (postal) : Telephone : Facsimile : e-mail :
1.10	The Principal Agent named in 1.2 above is responsible for the preparation of the contract data schedule and must be contacted should the tenderer be uncertain of the information provided or to be provided. Failure to complete the contract data schedule in full may result in the tender being disqualified
2.1 [1.7]	The law applicable to this agreement : South Africa
2.1 [1.1]	The works comprise:
2.3 [1.1]	The site is situated in: TBA
2.4 [12.1.5]	Possession of the site : TBA
2.5 [12.2.7]	The period for the commencement of the works after the contractor takes possession of the site is 5 working days, provided that all guarantees, insurances, construction permits, etc. are in place as no extension of time will be granted to the Contractor in failing to provide these documents timeously.
2.6 [20.1]	Completion of the works in sections is required: TBA
2.7 [25.14.2]	Waiver of the contractor's lien or right on continuing possession is required: Yes
2.8 [B 7.0]	Defined restrictions to the site area: The contractor is to adhere to strict working time
2.9 [B 16.0]	Geotechnical investigation of the site has been undertaken: Yes
2.10 [B 7.0]	Existing premises will be occupied: No
2.11 [B 16.0]	Provision of temporary services is required: YES (As described below)
	Service

Clause	Data	
	Water	A
	Electricity	A
	Telecom	A
	Ablutions	A
	Note: Option A = Contractor at his cost; Option B = Employer free of charge; Option C = Employer metered (contractor cost)	
2.12 [B 16.0]	Protection of existing trees and shrubs is required: Yes - to be identified on site	
3.1 [10.1.1]	Contract works insurance is to be effected by the: <ul style="list-style-type: none"> • Contractor • For an amount of Contract Sum + 20% 	
3.2 [10.1.2]	Supplementary insurance: is to be effected by the <ul style="list-style-type: none"> • Contractor • For an amount of Contract Sum + 20% 	
3.3 [10.1.3]	Public liability insurance is to be effected by the <ul style="list-style-type: none"> • Contractor • For the sum of R10 million 	
4.0 [19.1.2 24.1-3]	For the works as a whole: The date for practical completion is not applicable for this submission.	
5.1 [5.6]	Construction documents copies to be supplied to the contractor free of charge: <p style="text-align: right;">Three copies of the drawings</p>	
5.2 [5.4]	The priced document may be used as a specification of materials and goods and work methods: <p style="text-align: right;">No</p>	
5.3	The contractor shall provide a schedule of rates: <p style="text-align: right;">No (The completed Bills of Quantities must be supplied)</p>	
5.4 [3.11]	Changes made to JBCC standard document: <p style="text-align: right;">Yes - refer to the additions, deletions and alterations to the JBCC Principal Building Agreement as listed under Clause 6.0 below.</p>	
5.5	On acceptance of the tender the priced document is to be submitted within:	

Clause	Data
	Not Applicable - Fully priced BOQ to be submitted with tender
5.6 [B 10.0]	Work to be undertaken by direct contractors : None anticipated at present, but the Employer has the right to employ direct contractors at a later date.
5.7 [19.3.3]	On achievement of practical completion, the contractor is to hand over:
5.8 [25.1]	The interim payment certificate: 25 th of every month
[25.3.4]	The contract value shall not be adjusted according to CPAP and shall be a fixed priced contract
6.0	CHANGES MADE TO THE STANDARD JBCC DOCUMENT ARE:
	<p>The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.</p> <p>Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.</p> <p>The additions, deletions and alterations to the JBCC Principal Agreement are:</p>
1.0	<p>DEFINITIONS AND INTERPRETATION</p> <p>Clause 1.1 is deemed to be amended by the addition and amendments of the following:</p> <p>Change the Definition of "AGREEMENT" to read as follows: AGREEMENT means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.</p> <p>Change the Definition of "CONSTRUCTION PERIOD" to read as follows: The period commencing on the date of site hand over and ending on the date of practical completion.</p> <p>Change the Definition of "CONTRACT DOCUMENTS" to read as follows: The agreement and all documents referenced therein. The contract documents shall be taken to be mutually explanatory of one another but in the event of ambiguity, discrepancy, divergence or inconsistency in or between them, the JBCC Principal Building Agreement as amended in the contract data shall prevail over all other contract documents.</p> <p>Change the Definition of "CONTRACT SUM" to read as follows: The total of prices in the Form of Offer and Acceptance.</p>

Clause	Data
	<p>EXCEPTIONALLY INCLEMENT WEATHER means weather which is not only extreme or severe but exceeding that which, on the evidence of the past ten years, could reasonably been expected.</p>
2.0	<p>LAW, REGULATIONS AND NOTICES</p> <p>Clause 2.0 is amended by the addition of the following new clauses:</p> <p>2.5 The contractor shall take all reasonable precautions to maintain the health and safety of persons in and about the execution of the works. Without limitation the contractor hereby:</p> <p>2.5.1 Accepts that the employer will appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (as amended), promulgated under the Occupational Health & Safety Act 85 of 1993 (as amended) (“the Construction Regulations”)) for the site and the contractor shall enter into and comply with the Occupational Health and Safety Agreement and the Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993 attached hereto as Annexure B ;</p> <p>2.5.2 Acknowledges and confirms that the contract sum includes a sufficient amount for proper compliance with the employer’s health and safety specification attached as Annexure C, the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this agreement and generally for the proper maintenance of health and safety in and about the execution of works; and</p> <p>2.5.3 Undertakes, in and about the execution of the works, to comply with the Construction Regulations, health and safety specification and with all applicable health and safety laws and regulations and rules and guidelines and procedures otherwise provided for under the agreement and shall ensure that all subcontractors, employees and others under the contractor’s direction and control, likewise observe and comply with the foregoing.</p>
4.0	<p>CESSIONS AND ASSIGNMENT</p> <p>Clause 4.1 is deleted and replaced with the following: The contractor shall not assign the whole or any part of the agreement or cede or delegate any right or obligation in or under the agreement. Any purported assignment, cession or delegation by the contractor without the prior written consent of the employer (which the employer may grant in its sole and absolute discretion) shall be null and void. The employer may, on written notice to the contractor, assign the whole or any part of the Contract or cede or delegate any right or obligation in or under the agreement.</p> <p>Clause 4.0 is amended by the addition of the following new clause as clause 4.4:</p> <p>The contractor will not be relieved of any of the contractor’s obligations under the agreement, because it has subcontracted all or part of the works to any third party. The contractor shall remain responsible and liable to the employer for the acts, omissions and defaults of such third parties as if they were acts, omissions and defaults of the contractor</p>

Clause	Data
5.0	<p>DOCUMENTS</p> <p>Amend clause 5.2 by adding the following wording to the end of clause 5.2: No variation, amendment, or consensual cancellation of the agreement or any provision or term thereof (including this clause) shall be binding or have any force or effect unless reduced to writing and signed by or on behalf of the parties (by duly authorised representatives). Without derogating from the foregoing, no agreement or purported agreement reached at any project review or other meeting, notwithstanding that it may be contained in any minute signed by or on behalf of the parties, shall constitute an amendment to the agreement unless and until incorporated in a formal addendum to the agreement signed by or on behalf of the parties (by duly authorised representatives);</p> <p>Clause 5.6 is amended by the addition of the following: Outside of this, the contractor shall be deemed to have made appropriate allowances for plotting and printing of construction information for itself and for issuing to subcontractors.</p> <p>Clause 5 is amended by the addition of a new Clause 5.7 as follows: As between the JBCC Principal Building Agreement and the special conditions, the special conditions shall prevail.</p>
6.0	<p>EMPLOYER'S AGENTS</p> <p>Clause 6.5 is deleted and replaced with the following:</p> <p>6.5 "Should the principal agent or any agent be unable to act or cease to be an agent, the employer shall inform the contractor of the new principal agent or agent appointed.</p>
7.0	<p>DESIGN RESPONSIBILITY</p> <p>Clause 7.0 is amended by the addition of the following clauses to the end thereof:</p> <p>7.4 Notwithstanding the provisions of clause 7.2, the contractor is to ensure that nominated, selected or domestic subcontractors shall simultaneously with the signing of the relevant nominated, selected or domestic sub-contract sign and deliver to the employer a design materials and workmanship warranty and undertaking in favour of the employer.</p> <p>7.5 Any subcontractor whose subcontract involves design work will be required to provide to the employer evidence of "professional indemnity" insurance for such design work.</p> <p>If the contractor fails to obtain the necessary design warranties and / or indemnities from the subcontractors, the design responsibility shall be deemed to devolve upon the contractor"</p>

Clause	Data
9.0	<p>INDEMNITIES</p> <p>Clause 9.1 is amended by the addition of the following clause to the end thereof:</p> <p>9.1.4 The contractor indemnifies and holds harmless the employer against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as “Losses”) arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the contractor, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by instalments or otherwise shall be included by the contractor in the price and shall be paid by him to those to whom they may be payable. The contractor shall reimburse the employer for all legal and other costs and expenses, including without limitation attorney’s fees on attorney-client scale incurred by the employer in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the employer is a party.</p> <p>Clause 9.2.7 is deleted.</p>
11.0	<p>SECURITY</p> <p>Clause 11.1 is deleted and replaced with the following clause:</p> <p>11.1 The contractor shall provide the security as stated in the contract data. Such security shall be provided to the employer within twenty-one (15) calendar days of acceptance of the contractor’s tender.</p> <p>Clause 11.1.2 is deleted and replaced with the following clauses:</p> <p>11.1.2 The employer has selected the security in terms of clause 11.0, which is a fixed construction guarantee and payment reduction. This guarantee is to be issued by the contractor:</p> <p>11.1.2.1 The contractor shall furnish the employer with a fixed construction guarantee equal in value to ten per cent (10%) of the contract sum within fourteen (14) calendar days from the offer of appointment date</p> <p>11.1.2.2 The fixed construction guarantee shall come into force, be administered and expire in terms of the construction guarantee form included under Part C1 Agreement and Contract Data, Clause C1.3 Construction Guarantee.</p> <p>11.1.2.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of its expiring.</p> <p>11.1.2.4 The payment reduction to the value certified in a payment certificate shall be made [31.8, 34.8].</p>

Clause	Data
	<p>11.1.2.5 Where the employer has a right of recovery against the contractor [33.0], the employer may issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction [33.4] or both.</p> <p>Clause 11.5 is deleted</p> <p>Clause 11.6 is deleted</p> <p>Clause 11.7 is deleted and replaced with the following:</p> <p>In the event that the contract value increases during the course of the agreement by an amount equal to ten per cent (10%) or more of the contract sum, then upon written request from the principal agent, the contractor shall, within ten (10) working days of such request, arrange to have the guaranteed sum under the guarantee for construction increased so that it equals, as applicable, ten per cent (10%) (for the variable form) or five per cent (5%) (for the fixed form) of the contract value. The approved cost of increasing the guarantee for construction shall be added to the contract value. If the contractor is so required to increase the guaranteed sum, no further amounts shall be certified or paid to the contractor until the guarantee sum has been increased as required.</p> <p>Clause 11.10 is amended by deleting the following words from the clause “on receipt of a guarantee for payment from the employer”</p>
12.0	<p>OBLIGATIONS OF THE PARTIES</p> <p>A new clause 12.4 “Principal Agent Functions” shall be inserted as follows:</p> <p>Clause 12.4.1</p> <p>Whenever the principal agent intends, in terms of the contract, to exercise any discretion, or make or issue any ruling, contract interpretation or price determination, they shall first consult with the contractor and the employer in an attempt to reach agreement. Failing agreement, the principal agent shall act impartially and make a decision in accordance with the contract, taking into account all relevant facts and circumstances.</p> <p>Clause 12.4.2</p> <p>In the event that the principal agent is required in terms of their appointment to obtain specific approval from the employer for carrying out any part of their functions or duties, such requirement shall be set out in the contract data.</p> <p>A new clause 12.5 “Rate of Progress” shall be inserted as follows:</p> <p>If, at any time:</p> <p>actual progress is too slow to complete the works on the date for practical completion; and/or progress has fallen (or will fall) behind the current programme submitted under clause 12.2.6.2 other than as a result of a cause listed in clause 23, then the principal agent may instruct the contractor to submit, a revised programme and supporting report describing the revised</p>

Clause	Data
	<p>methods which the contractor proposes to adopt in order to expedite progress and complete on the date for practical completion.</p> <p>Unless the principal agent notifies otherwise, the contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of contractor's personnel, at the risk and cost of the contractor. If these revised methods cause the employer to incur additional costs, such additional cost shall be deducted from the amount due to the contractor.</p> <p>A new clause 12.6 is added as follows:</p> <p>Notwithstanding anything to the contrary in the agreement, the contractor acknowledges that access to the works after the date of practical completion is subject to the prior consent of the principal agent (and in turn subject to the consent of the occupants or management of that part of the works).</p> <p>A new clause 12.7 is added as follows:</p> <p>The contractor shall comply with the social and economic development obligations (including the appointment of SMME's) as set out in Schedule A (Scope of Work). If the actual cost incurred by the contractor in complying with its social and economic development obligations is greater than the cost allocated to this aspect of the Scope of Work in the bills of quantities, the contractor will not be entitled to claim such additional cost from the employer. Furthermore, if the actual subcontract price for works and/or services to be undertaken by any of the SMME subcontractors is higher than the applicable amount allocated in the bills of quantities, the shortfall shall be solely for the contractor's account.</p>
13.0	<p>SETTING OUT</p> <p>Clause 13.2 is amended by the addition of the following:</p> <p>Notify the principal agent of any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, services, etc. in order that the necessary arrangements may be made for the rectification of any such encroachments.</p> <p>Cause 13.0 is amended by the addition of the following clauses at the end thereof</p> <p>13.2 The contractor shall continuously perform tolerance control checks throughout the contract period and report on these at regular intervals to the principal agent in a format approved by the principal agent.</p> <p>Should the contractor fail to comply with this requirement to the satisfaction of the principal agent, progressively as the structure is constructed, the employer shall be entitled to commission a registered land surveyor to do so on the contractor's behalf and at the contractor's expense.</p> <p>13.3 The contractor shall provide general attendance and all reasonable assistance to the abovementioned or any other land surveyor who may be appointed by the employer.</p>

Clause	Data
16.0	<p>DIRECT CONTRACTORS</p> <p>Clause 16.1.3 is amended by the addition of the following at the end of the Clause:</p> <p>Provided that, the contractor is considered to have allowed for delays and disruptions to the works, which an experienced contractor exercising due care would have anticipated as a result of the work or other activities (including concurrent activities) of other contractors in a project of the nature of this project. The contractor is likewise considered to have allowed for the co-ordination and integration of the works with the works of direct contractors which an experienced contractor exercising due care would have allowed for in the works for a project of the nature of this project. Clause [9.2.2] and [23.2.9] shall only be applied having due regard to this provision.</p>
17.0	<p>CONTRACT INSTRUCTIONS</p> <p>Clause 17.1 is amended by the addition of the following:</p> <p>Changes to the sequence and timing of the works, including acceleration.</p>
19.0	<p>PRACTICAL COMPLETION</p> <p>Clause 19.0 is amended by the addition of the following clauses to the end thereof:</p> <p>19.8 Without derogating from the generality of the requirements for practical completion the following specific requirements shall apply:</p> <p>19.8.1 Defects occurring after the issue of the practical completion list requiring remedial work that will in the opinion of the principal agent cause disruption will cause the issue of the certificate of practical completion to be withheld until such defects have been rectified to the satisfaction of the principal agent.</p> <p>19.8.2 The following certificates of compliance shall be required (excluding others that may be required by the local / national authority) from the contractor to achieve practical completion:</p> <ul style="list-style-type: none"> a) A certificate from the contractor that all aspects of the construction regulations of 2014 have been complied with. b) A certificate from the contractor that the National Building Regulations have been complied with c) A certificate of compliance with respect to plumbing and drainage d) An electrical certificate of compliance e) A certificate of compliance and fire clearance certificate from the contractor and fire chief respectively. f) A painting guarantee. g) A mechanical certificate of compliance. h) A structural certificate of compliance. i) A waterproofing certificate of compliance. j) A glazing certificate of compliance k) Any other applicable guarantees. <p>19.8.3 A complete set of maintenance and operating manuals together with all workmanship and material warranties and guarantees are to be compiled and</p>

Clause	Data
	<p>issued to the principal agent prior to practical completion being granted. In addition to the abovementioned documentation a formal "on site" handover will be required to be conducted with every discipline in the presence of the contractor as well as the applicable services subcontractor.</p> <p>19.9 After the issue of the certificate of practical completion, entry upon the works to make good defects shall be at such reasonable times as shall be agreed by the principal agent.</p>
21.0	<p>DEFECTS LIABILITY PERIOD AND FINAL COMPLETION</p> <p>Clause 21.9 is amended as follows: the cross reference to "[21.6]" shall be deleted and replaced with "[21.6; 21.7]"</p>
22.0	<p>LATENT DEFECTS LIABILITY PERIOD</p> <p>Clause 22.1 is amended by replacing the 5-year period with a 10-year period.</p> <p>Clause 22.3.1 is amended by replacing the 5-year period with a 10-year period.</p>
23.0	<p>REVISION OF DATE OF PRACTICAL COMPLETION</p> <p>Clause 23.1.1 shall be deleted and replaced with the following:</p> <p>23.1.1 Exceptionally inclement weather</p> <p>"Exceptionally inclement weather" shall be defined as weather conditions in excess of the monthly average recorded for the past 10 (ten) years by the nearest commonly recognised weather bureau in the region of the project.</p> <p>The contractor shall be deemed to have allowed in his programme for the works and opposite this item or in his rates, for the cost of all delays as a result of weather conditions which are average.</p> <p>A delay caused by exceptionally inclement weather conditions will be regarded as a delay only if, in the opinion of the principal agent, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be 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 30 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.</p> <p>The first line of clause 23.4.2 is amplified and amended to read as follows:</p> <p>Within twenty (20) working days (unless the circumstance in question is the adverse effects of weather conditions [23.1.1], in which case within five (5) working days) from the date upon which the contractor became aware, or ought reasonably to have become aware of such delay, give notice to the principal agent of the intention to submit a claim for a revision to the</p>

Clause	Data
	<p>date for practical completion, failing which the contractor shall forfeit such claim.</p> <p>Clause 23.4.2 is further amplified by the addition of the following as a new paragraph (with no number) at the end of Clause 23.4.2:</p> <p>The contractor shall maintain accurate records of exceptionally inclement weather at the site in the contractor's site-daily-diary and shall, within two (2) hours of the start of any weather conditions which could cause a delay to practical completion, give notice thereof to the principal agent (together with a copy of the relevant page of the site-daily-diary).</p> <p>Clause 23.7 is amended as follows:</p> <p>The principal agent shall, within fifteen (15) working days of receipt of the claim, grant in full, reduce or refuse the workings days claimed.</p> <p>Clause 23.0 is amended by the addition of the following clauses to the end thereof:</p> <p>23.9 Revision to the date for practical completion shall only be considered when work on the critical path of the agreed programme for the works is delayed.</p> <p>23.10 Notwithstanding anything to the contrary the contractor shall not be entitled to a revision of the date for practical completion for delays arising from municipal or other interruption in energy supply to the site</p> <p>23.11 If a delay caused by a matter which is the employer's responsibility or risk is concurrent with a delay caused by a matter which is the contractor's responsibility or risk, the contractor's entitlement to a revision of the date for practical completion shall be reduced to the extent of such concurrent delay.</p> <p>23.12 Revision to the date for practical completion shall only be considered when works on the critical path of the agreed programme are delayed.</p> <p>23.13 A delay caused by exceptionally inclement weather conditions will be regarded as a delay only if, in the opinion of the principal agent, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be 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" represents [x] 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" working days.</p> <p>23.14 Pandemics and Epidemics</p> <p>23.14.1 Notwithstanding any other provision in the agreement, the parties agree that if there are any restrictions, impediments or other impacts on either party's ability to perform obligations herein due to any pandemic or epidemic ("Restrictions"), then subject to Sub-Clauses 23.14.2 and 23.14.3, such Restrictions shall relieve the applicable party from its affected obligations, for so long as the applicable party is prevented from performing those obligations, but there shall be no entitlement to an adjustment of the contract value, losses or expenses in connection therewith.</p>

Clause	Data
	<p>23.14.2 Any restrictions which existed on the date of acceptance by the employer, or which were reasonably foreseeable on such date, are deemed to be within the contemplation of the parties and accordingly, shall not be taken into account for the purposes of Sub-Clause 23.14.1 and shall not constitute force majeure.</p> <p>23.14.3 The contractor shall invoke its Business Continuity Plan (as set out in Schedule B) in response to any adverse impact on the works caused by any pandemic or epidemic, or where either party considers that such an adverse impact is reasonably likely to arise. The contractor shall not be entitled to relief under Sub-Clause 23.14.1 until the measures set out in the Business Continuity Plan have been exhausted.</p> <p>23.14.4 The parties agree that the introduction of any restriction(s) shall not constitute force majeure.</p>
25.0	<p>PAYMENT</p> <p>Clause 25.2 is deleted and replaced by the following:</p> <p>25.2 The principal agent shall issue an interim payment certificate every month until the issue of the final payment certificate. The contractor is to issue his payment requisition to the quantity surveyor by the 15th of each month in preparation for the quantity surveyor to issue a valuation to the principal agent by the 23rd of each month, failure to submit a claim will entitle the quantity surveyor to submit a reasonable value for the works done. The payment certificate shall be issued on the date stated and may be for a nil or negative amount.</p> <p>Clause 25.3 is amended by adding the following as clause 23.3.12:</p> <p>“A report setting out the progress of the works”</p> <p>Clause 25.5 is amended by the deletion of the first sentence and replaced with the following:</p> <p style="padding-left: 40px;">Materials and goods shall not, as a general rule, be included in the value certified. Should the principal agent agree, such materials and goods shall be included in the value certified only where, to the satisfaction of the principal agent, the contractor has issued a bank guarantee to the employer in a format to be approved by the principal agent.</p> <p>Clause 25.10 is amended by replacing the 14-day period with a 30-day period.</p> <p>Clause 25.12 is amended as follows:</p> <p>Clause 25.12.1 is deleted and replaced with the following:</p> <p>25.12.1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion.</p> <p>Clause 25.12.2 is deleted and replaced with the following:</p> <p>25.12.2 Ninety-five per cent (95%) of such value in interim payment certificates issued on to the date of practical completion and up to but excluding the date of final completion</p>

Clause	Data
	<p>Clause 25.10 is deleted and replaced with the following:</p> <p>25.10 The employer shall pay to the contractor the amount certified in an interim payment certificate within thirty (30) calendar days of the date of receipt of the contractor's tax invoice for the amount certified.</p> <p>Clause 25.15 is deleted and replaced with the following clause:</p> <p>25.15 The employer shall pay the contractor the amount certified in the final payment certificate within thirty (30) calendar days of the date of issue of the final payment certificate subject to the contractor giving the employer a tax invoice for the amount due.</p> <p>Clause 25.16 is deleted and replaced with the following clause:</p> <p>25.16 The contractor shall accept or object to the final account within forty-five (45) calendar days of receipt thereof. On acceptance, or should the contractor not object with reasons to the final account within such period, the principal agent shall issue the final payment certificate.</p> <p>Insert the following new clause as clause 25.17:</p> <p>25.17 In respect of any amount payable to the contractor in terms of the agreement:</p> <p>25.17.1 The employer may deduct from such payment any amount to which he is entitled in terms of this agreement, or by law to set off against such payment, and shall state, in a written notice to the contractor, the reasons for such deductions.</p>
26.0	<p>ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT</p> <p>Clause 26.6 is amended by adding the following at the end of the clause: failing which such claim shall be forfeited.</p> <p>Clause 26.7 is amended as follows:</p> <p>The principal agent shall make a fair assessment of the claim [26.6] and adjust the contract value within fifteen (15) working days of receipt of such detail.</p> <p>Clause 26.0 is amended by the addition of the following:</p> <p>26.14 Where prices are submitted by the contractor or n/s subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there shall be no presumption of acceptance.</p> <p>26.15 The contractor shall carry the risk of any events or circumstances arising as a result of local pressure groups disrupting or attempting to disrupt the works and the contractor</p>

Clause	Data
	<p>shall take all necessary preventative measures, at its own cost, to minimise the risks to the site, the works and the personnel and workers of the contractor, the subcontractors and the employer, associated with such local pressure groups and their actions (whether threatened or actual). The contractor shall not be entitled to claim any relief from its obligations, any extension of time or additional payment as a result of such events or circumstances causing delay, disruption and/or damage.</p>
27.00	<p>RECOVERY OF EXPENSE AND/OR LOSS</p> <p>Clause 27.2.1 is amended by the addition of the following at the end of this clause: (including, without limitation, fines, spot fines, penalty fines, other fines, forfeit of guarantees, deposits, etc. to local authorities or other entities incurred by reason of the contractor's failure to comply with the environmental management plan or other requirements for the execution of the works).</p>
29.0	<p>TERMINATION BY THE EMPLOYER</p> <p>Clause 29.1 is amplified by the addition of the following additional paragraph: The employer may terminate this agreement by giving written notice of termination where (i) a contractor insolvency event occurs; (ii) the contractor attempts or purports, save to the extent permitted under the agreement, to cede any of its rights or delegate any of its obligations under or in terms of the agreement to any third party, (iii) the contractor has committed or commits any corrupt act in relation to the procurement, entering into or execution of this agreement or generally in connection with the works; (iv) the contractor has committed, engaged in or engages in any collusive practice in connection with this agreement or generally in connection with the works.</p> <p>Clause 29.1 is amended by the addition of the following clauses to the end thereof:</p> <p>29.1.4 The contractor's refusal or neglect to comply strictly with any of the conditions of contract.</p> <p>29.1.5 The contractor's estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa.</p> <p>29.1.6 The contractor, in the judgment of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>29.1.7 The contractor fails to perform in terms of the agreement or the employer on reasonable ground believe that the contractor may not be able to comply with his obligation.</p> <p>Clause 29.13 is deleted.</p> <p>Clause 29.14.1 is deleted.</p>
30.0	<p>DISPUTE RESOLUTION</p> <p>Clause 30.3 is amended as follows:</p>

Clause	Data
	<p>The dispute shall be referred to mediation [30.8] within ten (10) working days of the expiry of the period [30.2] by means of a notice of mediation by the party (the referring party) which gave the notice of disagreement.</p> <p>Clause 30.4 is amended as follows: The notice of mediation shall clearly define the scope of the dispute and the relief sought by mediation.</p> <p>Clause 30.5 shall be amended as follows: Failure to comply with the procedure described [30.8] shall cause the dispute to be resolved by adjudication and not by mediation.</p> <p>Clause 30.8 is amended as follows: If the parties fail to resolve the dispute among themselves [30.1] parties shall refer a dispute to mediation, in which event:</p> <p>Clause 30.8.1 is deleted.</p>
31.0	<p>NEW CLAUSE – SMALL CONTRATOR AND TARGETED ENTERPRISE DEVELOPMENT</p> <p>New Clause 31.0 is added, as follows:</p> <p>The penalty for failing to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprises and local SMME contractors in terms of Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works, is as follows:</p> <p>For SMME:</p> <ul style="list-style-type: none"> • If the Contractor fails to ensure and prove that 40% of the 30% SMME Target Spend is met at the time that 50% of the total contract period is reached, the Employer may, at the Employer's discretion, step in to facilitate the Target being met for which such costs will be recovered from the Contractor through the Recovery Statement • If the Contractor fails to ensure and prove that 60% of the 30% SMME Target Spend is met at the time that 75% of the total contract period is reached, the Employer shall, at the Employer's discretion, apply a Penalty of 50% of the shortfall (shortfall = 75% of 30% Target minus Actual Proven Amount Spent) on the 30% SMME Target Spend Value • If the Contractor fails to ensure and prove that 100% of the 30% SMME Target Spend is met at the time that 95% of the total contract period is reached, the Employer shall, at the Employer's discretion, apply a Penalty of 50% of the shortfall (shortfall = 75% of 30% Target minus Actual Proven Amount Spent) on the 30% SMME Target Spend Value • Notwithstanding anything to the contrary herein, the Contractor will not be relieved of the Contractor's obligation to pay all amounts due to an SMME(s), on a fortnightly and/or monthly basis, regardless of when the Contractor receives payments from the Employer. Should the Contractor fail to fulfil this obligation the Employer shall, at the Employer's discretion, apply a penalty of 10% of the amount(s) due to the SMME(s) on a monthly basis and pay a portion of such amounts (for which such portion shall be determined at the Employer's discretion) directly to the affected SMME(s) Notwithstanding the Contractor's obligation to meet the respective Target Spends, the Contractor shall

Clause	Data
	<p>provide a status report on the progress of meeting this target in the requisite Progress Reports.</p> <p>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. This includes ensuring that approved invoices of Sub-contractors are paid within seven days. Failure to paid Sub-contractors within seven days of approving their invoices, the JDA reserves the right to pay the Sub-contractors directly and recovery all the cost from the Contractor.</p> <p>31.10 The contractor shall give the principal agent reasonable prior written notice of the identity of all proposed domestic subcontractors (i.e. all subcontractors other than nominated and selected subcontractors), and the principal agent shall be entitled, acting reasonably, to raise concerns regarding the experience, skills and/or reputation of such subcontractors. The contractor shall take such concerns into account, but the decision on the appointment of such subcontractors shall remain solely the contractor's.</p> <p>31.20 All work or installations and the associated risks related to domestic subcontractors shall be the sole responsibility of the contractor, whether or not the principal agent raises any concerns pursuant to Clause 31.1.</p>
32.0	<p>NEW CLAUSE – PROGRESS REPORTS AND PROGRAMME UPDATES</p> <p>New Clause 32.0 is added, as follows:</p> <p>The Contractor is to generate progress reports and programme updates in the format to be provided by the Employer failing which Penalties will be applied as follows:</p> <ul style="list-style-type: none"> • EPWP Targets & Reporting - The Contractor shall ensure that EPWP Targets and Reporting requirements are met at all times. Reporting shall be in the format to be provided by the Employer and at intervals prescribed by the Employer. The penalty for failure, on the part of the Contractor, to submit any EPWP Reports (including all requisite back-up documentation) on the 20th day of each month (or the previous working day should the 20th fall on a non-working day) until the issue of the Certificate of Practical Completion shall be subject to a penalty of R1000.00 per report per calendar day, until the report is submitted and shall not be reversible. The Contractor shall report on the progress of all aspects relating to the Contract as requested in the report format to be provided by the Employer. • Monthly Progress Reporting: The penalty for failure, on the part of the Contractor, to submit any monthly progress report on the 20th day of each month (or the previous working day should the 20th fall on a non-working day) until the issue of the Certificate of Practical Completion shall be subject to a penalty of R1000.00 per report per calendar day, until the report is submitted and shall not be reversible. The Contractor shall report on the progress of all aspects relating to the Contract as requested in the report format to be provided by the Employer. Progress reports shall further include a report on SMME's and Targeted Enterprise for the JDA that includes the following: <ul style="list-style-type: none"> ○ SMME resources on the site, i.e. supervisors, labour, plant tools and equipment

Clause	Data
	<ul style="list-style-type: none"> ○ SMME progress of works on site ○ SMME Sub-contractor quality control on site ○ SMME expenditure on the Project versus target expenditure ○ Copies of minutes of the SMME Sub-contractor Contractor progress meetings ○ SMME training on the Project ○ Concerns and improvements to be made <ul style="list-style-type: none"> ● Interim Progress Reporting: The penalty for failure, on the part of the Contractor, to submit any interim progress report on the 10th day of each month (or the previous working day should the 10th fall on a non-working day) until the issue of the Certificate of Practical Completion shall be subject to a penalty of R500.00 per report per calendar day, until the report is submitted and shall not be reversible. The Contractor shall report on the progress of all aspects relating to the Contract as requested in the report format to be provided by the Employer. Progress reports shall further include a report on SMME's for the JDA that includes the following: <ul style="list-style-type: none"> ○ SMME resources on the site, i.e. supervisors, labour, plant tools and equipment ○ SMME progress of works on site ○ SMME quality control on site ○ SMME expenditure on the Project versus target expenditure ○ Copies of minutes of the SMME Sub-contractor and Contractor progress meetings ○ SMME training on the Project Concerns and improvements to be made
	Refer to the Preliminaries Section in the Bill of Quantities for any additional amendments to the Standard JBCC Document.
33.00	<p>CONFIDENTIALITY</p> <p>33.10 Neither party shall at any time, whether before or after the completion or (if applicable) termination of the agreement, without the consent of the other divulge or permit or suffer his officers employees agents contractors or sub-contractors to divulge to any person (other than to any of his or their advisers officers or employees who require it to enable them properly to carry out their duties) any of the details of the agreement or its performance (including information relating to costs, methods of construction, supervisory staff or numbers of labour) or any information concerning the business contracts or the commercial or financial affairs or any confidential information or any of the other party. For the purposes of this clause confidential information means information that:</p> <ul style="list-style-type: none"> (a) is by its nature confidential; (b) is designated by that Party as confidential; or (c) the other Party knows or ought to know it is confidential. <p>33.2 Paragraph 33.1 shall not apply to the disclosure of any information:</p> <p>33.2.1 Which is now or hereafter comes into the public domain otherwise than as a result of a breach of any undertaking of confidentiality or which is obtainable with no more than</p>

Clause	Data
	<p>reasonable diligence from sources other than the parties hereto; or to the extent necessary to comply with any court ruling or applicable laws.</p> <p>33.3 Without prejudice to the provisions of paragraphs 33.1 and 32.2 above, neither party shall without the prior written agreement of the other publish alone or in conjunction with any other person any information relating to any dispute arising under the agreement.</p> <p>33.4 The provisions of this clause 32 shall survive the expiry or termination of the agreement.</p>
34.00	<p>INDEPENDENT STATUS</p> <p>34.10 Each party is independent, solely responsible for its own employees, contractors or agents and not in partnership or in a joint venture or an agent or employee of the other party, and will not hold itself out as, or give any person reason to believe otherwise or represent that it is under the control of or has any authority to represent or bind the other party as to any matters.</p>
35.00	<p>DATA PROTECTION</p> <p>35.10 Each party acknowledges that it may obtain direct and/or indirect access to personal information of the other party and various persons from the other party under this agreement, and may act as a “responsible party” or an “operator ” (as each term is defined in the Protection of Personal Information Act, 4 of 2013 (POPIA)) in respect of that personal information.</p> <p>Accordingly, each Party warrants that it will at all times:</p> <p>35.10.1 Comply with applicable laws relating to data protection and privacy, including but not limited to POPIA; and</p> <p>35.10.2 Where a party acts as an operator, comply with all obligations placed on an operator under applicable laws in relation to any personal information that it processes as operator under or in connection with this agreement and it shall establish and maintain adequate security measures to secure the integrity and confidentiality of any personal information that it processes, in accordance with the requirements in section 19 of POPIA.</p> <p>35.3 A breach of this clause 36 will be a material breach for the purposes of this agreement entitling the non-breaching party to terminate this agreement immediately on written notice to the breaching party.</p> <p>35.4 The terms of this agreement are in addition to, and do not relieve, remove or replace, a party’s obligations under applicable laws.</p> <p>35.5 The provisions of this Clause 36 shall survive the expiry or termination of the agreement for as long as any party retains in its possession or control any personal information of the other party or any other person from the other party under this agreement.</p>
36.00	<p>ANTI-CORRUPTION</p> <p>36.1 The Contractor represents and undertakes that it has taken all reasonable measures to:</p>

Clause	Data
	<p>36.1.1 Comply with all anti-bribery, anti-corruption and anti-money laundering laws and regulations to which it is subject, including those in the Republic of South Africa or of any jurisdiction where it conducts business;</p> <p>36.1.2 Have adequate anti-corruption compliance programmes, policies and procedures ("Anti-Corruption Programme") in place to enable compliance with all anti-bribery, anti-corruption and anti-money laundering laws and regulations to which it is subject, including but not limited to the Anti-Bribery Regulations;</p> <p>36.1.3 Ensure that neither it nor any of its employees has ever been subject to any anti-bribery, anti-corruption and anti-money laundering sanctions imposed by any country;</p> <p>36.1.4 Ensure that neither it nor any of its employees nor any other person on its behalf, has ever engaged in any corrupt activities; or directly or indirectly paid, given or offered to pay or give any money, gift or anything else of value to attempt to influence any act or decision (including a decision not to act) of any person, including but not limited to a public officer, governmental employee, or any political party or political party official, or candidate for political office, in his/her official capacity or to induce an official to use his/her influence to affect a decision so as to assist in obtaining or retaining business or directing business to any person/entity or to secure any improper advantage.</p> <p>36.2 For the duration of the Agreement, the Contractor undertakes, on behalf of itself and its employees, to take all reasonable steps:</p> <p>36.2.1 To comply with all anti-bribery, anti-corruption and anti-money laundering laws and regulations to which it is subject, including those in the Republic of South Africa or of any jurisdiction where it conducts business;</p> <p>36.2.2 To implement and enforce its Anti-Corruption Programme;</p> <p>36.2.3 Not to engage in any corrupt activities, or participate (directly or indirectly) in bribery, extortion, fraud, deception, collusion, cartels, abuse of power, embezzlement, money laundering, use of insider information, the possession of illegally obtained information or any other criminal activity; and</p> <p>36.2.4 Not to directly or indirectly pay, give or offer to pay or give any money, gift or anything else of value to attempt to influence any act or decision (including a decision not to act) of any person, including but not limited to a public officer or any political party or political party official, or candidate for political office, in his/her official capacity or to induce an official to use his/her influence to affect a decision so as to assist the Contractor in obtaining or retaining business or directing business to any person/entity or to secure any improper advantage.</p> <p>36.3 The Contractor undertakes to notify the Employer immediately upon becoming aware that any of the representations and/or undertakings in clause 37.2 is false or that it has failed to comply with any of its obligations in clause 37.3 and the Employer shall be entitled to terminate this Agreement with immediate effect.</p>
37	<p>LABOUR</p> <p>37.1 The parties agree that the contractor is (and any subcontractor will be) an independent contractor. No employment relationship will exist or come into existence by virtue of the works, and under no circumstance does this agreement entail any employment relationship, between the employer and the contractor, or any subcontractor, or</p>

Clause	Data
	<p>between the employer and the staff of the contractor or any subcontractor, as the case may be.</p> <p>37.2 The contractor shall ensure, at all times, that its employees and those of its subcontractors who may be assigned to the provision of the works from time to time, are employed in accordance with all applicable labour laws, including without limitation, the Basic Conditions of Employment Act, 1997, the OHS Act, the Compensation for Occupational Injuries and Diseases Act, 1993 and the Unemployment Insurance Contributions Act, 2002, as well as all collective agreements that may apply to the contractor's employees from time to time. Without limiting the generality of the foregoing, the contractor warrants that as at the date of this agreement, its employees are registered with the Unemployment Insurance Fund and that their remuneration is fully paid.</p> <p>37.3 The contractor undertakes to provide to the employer, by no later than ten (10) days following a request from the employer, reasonable proof of being up to date with its employment and social security obligations in respect of its employees. The contractor shall ask its subcontractors for identical proof, if so requested by the employer.</p> <p>37.4 The contractor shall ensure that the works are executed by persons who are deemed to be physically fit and competent in terms of the OHS Act and who are adequately trained for the job, in the safe use of all equipment and machinery used in executing the works, in general safe working practices and in any other aspects of the job which may present a hazard to either the employer's or the contractor's employees, or any other personnel on the site.</p> <p>37.5 The contractor shall ensure that the execution of the works in terms of this agreement is done under strict supervision, and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of its employees regarding non-compliance by such employee with any health and safety matters. The contractor shall further ensure that its employees report to it all unsafe or unhealthy work situations immediately after they become aware of the same, and that the contractor in turn immediately reports these to the principal agent and the employer.</p> <p>37.6 The contractor undertakes to indemnify, hold harmless and defend the employer, or its/their directors, employees or agents, from and against:</p> <p>37.6.1 Any loss, damage, expense (including attorney's fees), civil liability, penalties or fines suffered by, or any jurisdictional order or other claims made against, the employer arising from the contractor's (or any subcontractor's) failure to comply with applicable labour laws, including the OHS Act;</p> <p>37.6.2 Any and all claims which may be brought against the employer arising out of the employment by the contractor (or any subcontractor) of any staff or the termination by the contractor (or any subcontractor) of any such employment and regardless of whether such claims arise in the agreement, delict, statute or otherwise. In particular, the contractor indemnifies the employer against any claims in relation to any alleged unfair dismissal, automatically unfair dismissal, unfair labour practice and/or unfair discrimination.</p> <p>37.7 Whenever an actual or potential labour dispute is delaying or threatens to delay performance of the works, the contractor shall immediately notify the principal agent</p>

Clause	Data
	and shall forthwith furnish written notice thereof to the employer . Such notice shall include all relevant information concerning such delay. The contractor shall be responsible for addressing any actual or potential disputes and, if required, for assigning suitable alternative staff to execute the works, upon request by the employer . The employer shall not be responsible for the contractor failing to fully investigate and understand the local labour conditions, which includes, working conditions and minimum terms and conditions of employment.

C1.2 CONTRACT DATA

PART 1: Data Provided by the Employer

The Conditions of Contract are the *JBCC Series 2000 Principal Building Agreement (May 2018, Edition 6.2)*, published by the Joint Building Contracts Committee. Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011-3154140), the Master Builders Association (011-205-9000) the South African Association of Consulting Engineers (011-4632022) or the South African Institute of Architects (011-4860684).

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

PART 2: Data Provided by the Contractor

The Contractor is advised to read the *JBCC Series 2000 Principal Building Agreement (July 2007, Edition 5.0-reprint)* and section 3.0 *Payment and adjustment of preliminaries* contained in the associated *Contract Data CE*, published by the Joint Building Contracts Committee, in order to understand the implications of this Data which is required to be completed. Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011-3154140), the Master Builders Association (011-205-9000) the South African Association of Consulting Engineers (011-4632022) or the South African Institute of Architects (011-4860684)

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

Clause	Data with reference to the JBCC Series 2000 Principal Building Agreement	
4.0	<p>The Contractor is:</p> <p>Name :</p> <p>The address of the Contractor is:</p> <p>Address (physical):</p> <p>.....</p> <p>Address (postal) :</p> <p>Telephone : Facsimile:</p> <p>E-mail :</p> <p>TAX / VAT Registration No :</p>	
2.1	The security provisions selected are:	
[14.3]	Variable construction guarantee	NO
[14.4]	Fixed Construction Guarantee and Payment Reduction	YES
[14.5]	Advanced Payment is required	Not offered
3.2.4	<p>Contract Value shall be adjusted according to the CPAP: Not applicable</p> <p>This tender is for a fixed rate contract.</p>	
3.2.5 [3.1.1-2]	<p>Payment of preliminaries:</p> <p>Option B</p>	
3.2.6 [3.2.1-2]	<p>Adjustment of preliminaries:</p> <p>Option A</p>	

.....

Signature **Date**

C1.3 CONSTRUCTION GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means _____

Physical address _____

Guarantor's signatory 1 _____ Capacity _____

Guarantor's signatory 2 _____ Capacity _____

Employer means _____

Contractor means _____

Principal Agent means _____

Works means _____

Site means _____

Agreement means The JBCC Series 2000 Principal Building Agreement

Contract Sum means The accepted amount inclusive of tax of

Amount in words _____

Guaranteed Sum means The maximum aggregate amount of

Amount in words _____

Construction Guarantee (Insert Variable or Fixed) (Insert expiry date)

AGREEMENT DETAILS

Sections: Total sections (No or n/a) Last section (No / Identification or n/a)

Principal Agent issues: Interim payment certificates, Final payment certificate, Practical completion certificate/s and Final completion certificate/s

1. VARIABLE CONSTRUCTION GUARANTEE

1.1 Where a variable Construction Guarantee in terms of the Agreement has been selected this 1.0 with 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the diminishing amounts of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY

1.1.1 Maximum Guaranteed Sum (not exceeding 10% of the contract sum) in the amount of:

PERIOD OF LIABILITY

From and including the date of issue of this Construction Guarantee and up to and including the date of the interim payment certificate certifying in excess of 50% of the contract sum

Amount in words: _____

~~1.1.2 Reducing to the Guaranteed Sum (not exceeding 5% of the contract sum) in the amount of:~~

~~From and including the day after the date of the aforesaid interim payment certificate and up to and including the date of the only practical completion certificate or last practical completion certificate where there are sections~~

~~Amounts in words:~~

~~1.1.3 Reducing to the Guaranteed Sum (not exceeding 4.0% of the contract sum) in the amount of:~~

~~From and including the day after the date of the applicable practical completion certificate and up to and including the date of the only final completion certificate or last final completion certificate where there are sections~~

~~Amounts in words:~~

~~1.1.4 Reducing to the Guaranteed Sum (not exceeding 2.0% of the contract sum) in the amount of:~~

~~From and including the day after the date of the applicable final completion certificate and up to and including the date of the final payment certificate where payment is due to the Contractor, whereupon this Construction Guarantee shall expire. Where the final payment certificate reflects payment due to the Employer, this Construction Guarantee shall expire upon payment of the full amount certified~~

~~Amounts in words:~~

~~1.2 For avoidance of doubt the Guarantor's liability limits set out in 1.1.1 to 1.1.4 shall apply in respect of any claim received by the Guarantor during the period in question~~

2. FIXED CONSTRUCTION GUARANTEE

~~2.1 Where a fixed Construction Guarantee in terms of the Agreement has been selected this 2.0 with 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:~~

GUARANTOR'S LIABILITY

~~Maximum Guaranteed Sum (not exceeding 10.0% of the contract sum) in the amount of:~~

PERIOD OF LIABILITY

~~From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire~~

~~Amounts in words:~~

~~3. The Guarantor hereby acknowledges that:~~

~~3.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship~~

~~3.2 Its obligation under this Guarantee is restricted to the payment of money~~

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4. Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2

4.2 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) calendar days has elapsed since the first written demand in terms of 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Construction Guarantee and demands payment of the sum certified from the Guarantor

4.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in 4.0

5. Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, the Guarantor undertakes to pay 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 Construction Guarantee stating that:

5.1 The Agreement has been cancelled due to the Contractor's default and that the Construction Guarantee is called up in terms of 5.0. The demand shall enclose a copy of the notice of cancellation; or

5.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Construction Guarantee is called up in terms of 5.0. The demand shall enclose a copy of the court order

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.0 and 5.0 shall not exceed the Guarantor's maximum liability in terms of 1.0 or 2.0

7. Where the Guarantor is a registered insurer and has made payment in terms of 5.0, 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 the Construction Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Construction 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

8. Payment by the Guarantor in terms of 4.0 or 5.0 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor

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

10. The Guarantor chooses the physical address as stated above for all purposes in connection herewith

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~~11. This Construction Guarantee is neither negotiable nor transferable and shall expire in terms of either 1.1.4 or 2.1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Construction Guarantee shall be returned to the Guarantor after it has expired~~

~~12. This Construction Guarantee, with the required demand notices in terms of 4.0 or 5.0, shall be regarded as a liquid document for the purpose of obtaining a court order~~

~~13. Where this Construction 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 the Magistrate's Court~~

Signed at _____ Date _____

Guarantor's _____ Guarantor's
Signatory 1 _____ Signatory 2 _____

Witness _____ Witness _____

Guarantor's seal or stamp

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

~~THIS AGREEMENT between Johannesburg Development Agency (JDA) (hereinafter called "the Employer") on the one part, herein represented by:in his/her capacity as.....and.....~~

~~(hereinafter called "the Contractor") of the other part herein represented byin his/her capacity as~~

~~**WHEREAS** the Employer is desirous that certain works be constructed, being contract **CONSTRUCTION OF ALEXANDRA HOSPICE** 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 WITNESSETH 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.~~

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8. ~~The Contractor undertakes to ensure that he and/or his subcontractors and/or their respective employees will at all times comply with the following conditions:~~

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

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

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

Name: _____

Designation: _____

~~As witnesses:~~

1. _____

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

Name: _____

Designation: _____

~~As witnesses:~~

1. _____

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

~~THIS AGREEMENT is made between the Johannesburg Development Agency represented by the~~
~~.....(hereinafter called the EMPLOYER of the one~~
~~part, herein represented by:~~
~~in his/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~~

~~CONTRACT NO. : JDA 19.2.2.B.7104~~
~~for the~~

CONSTRUCTION OF ALEXANDRA HOSPICE

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 AGENTS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.~~
- ~~4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.~~

5. ~~The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.~~

Thus signed at for and on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESS:

Thus signed at for and on behalf of the **EMPLOYER** on this

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESS:

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
 - b) mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
 - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
2. The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, July 2007, Edition 5.0-reprint 1. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are stated in the Contract Data.
3. The ASAQS Preliminaries compiled by the Association of South African Quantity Surveyors, August 2010, are forming part of the overall Preliminaries Bill of Quantities and the preliminaries specific variables are stated within the Preliminaries Bills of Quantities.
4. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the "Model Preambles for Trades 2008".
5. Unless otherwise stated, items are measured net in accordance with the drawings and no allowance is made for waste.
6. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities.
8. Except where rates only are required, insert all amounts to be included in the total tendered price in the "amount" column and show the corresponding total tendered price.
9. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).

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- ~~10. The drawings listed in the Scope of Works used for the setting up these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.~~
- ~~11. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted, subject to the Principal Agent's approval.~~
- ~~12. Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")~~
- ~~13. The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities~~
- ~~14. The Bills of Quantities is not intended for the ordering of materials or programming of the works. Any ordering of materials or programming of the works, based on the Bills of Quantities, is at the Contractor's risk.~~
- ~~15. The amount of the Preliminary Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.~~
- ~~16. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 15 but taking into account the revised period for completing the works.~~
- ~~17. The amount or items of the Preliminary Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:~~
 - ~~a) an amount which is not to be varied, namely Fixed (F)~~
 - ~~b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and~~
 - ~~c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).~~
- ~~18. Where no provision is made in the Bills of Quantities to indicate which of the three categories in 17 apply or where no selection is made, the adjustments shall be based on the following breakdown:~~
 - ~~a) 10 percent is Fixed;~~
 - ~~b) 15 percent is Value Related~~
 - ~~c) 75 percent is Time Related.~~
- ~~19. The adjustment of the Preliminary Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary Section shall exclude any contingency sum, the amount for the Preliminary Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.~~
- ~~20. As a guide, the Bills of Quantities have separately outlined scope of works to be executed by local SMMEs as per the requirement of this tender (minimum 30% SMME spend). In this regard, separate envisaged preliminaries and general items have been included for each respective trade, and the Contractor is duly advised to strictly price for these preliminary items separately~~

- from those of the "Main Contractor's" scope; failure to do so will/may result in the tenderer being disqualified from the bidding process.
21. ~~The quantities of work as measured and accepted and certified for payment in accordance with the conditions of contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by difference between the quantities in the Bill of Quantities and the quantities certified for payment. The Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for construction purposes.~~
22. ~~For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:~~
23. ~~the~~
- ~~Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications~~
- ~~Quantity : The number of units of work for each item~~
- ~~Rate : The payment per unit of work at each which the Tenderer tenders to do the work~~
- ~~Amount : The quantity of an item multiplied by the tendered rate of the (same) item~~
- ~~Sum : An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units~~
24. ~~The units of measurements indicated in the bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:~~
- ~~mm = millimetre~~
- ~~m = metre~~
- ~~km = kilometre~~
- ~~km-pass = kilometre-pass~~
- ~~m² = square metre~~
- ~~m² pass = square metre-pass~~
- ~~ha = hectare~~
- ~~m³ = cubic metre~~
- ~~m³ km = cubic metre-kilometre~~
- ~~kW = kilowatt~~
- ~~kN = kilonewton~~
- ~~kg = kilogram~~
- ~~t = ton (1 000 kg)~~
- ~~% = per cent~~
- ~~MN = meganewton~~
- ~~MN-m = meganewton-metre~~
- ~~PC Sum = Prime Cost Sum (Cost of material supplied excluding vat, profit and labour, but including transport and delivery costs)~~
- ~~Prov Sum = Provisional Sum~~
25. ~~Occupational Health and Safety Act and Construction Regulations~~
- ~~A payment item in the Bill of Quantities has been made to allow the tenderers to price for compliance with OHSA and the Construction Regulations. This payment item, must also include for the erection of Visitors Indemnity Signs and for ensuring that visitors receive instructions and sign an indemnity declaration.~~
26. ~~Security~~
- ~~The contractor is to allow for pricing of additional security as stated in the Preliminaries section B Clause 9.3.~~

SPECIALIST INSTALLATIONS – BILLS OF QUANTITIES (Independently numbered)

PART C3: SCOPE OF WORK

C3.1. Description of the Works

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PART C3: SCOPE OF WORK**C3.1 DESCRIPTION OF THE WORKS****C3.1.1 Employer's objectives**

The Johannesburg Development Agency has been appointed by the City of Johannesburg for the implementation of various capital projects.

The types of projects expected to be executed include, but not limited to;

Libraries, Clinics, Multi-Purpose centres, Public Transport Facilities, Bus Depots, Swimming Pools and Recreational facilities.

The Johannesburg Development Agency (JDA)'s objective is to deliver projects using labour intensive methods. Labour-intensive works comprise the various activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work. Whilst the work is both plant and labour intensive, the successful bidder must optimally utilise labour intensive methods to maximise employment opportunities for the local community in line with the JDA requirements.

Where parts of the contract are to be constructed using SMME's, the relevant items have been separated in the Bills of Quantities.

C3.1.2 Overview of the works

In general the scope of works is buildings, support buildings, guard houses, domestic waste connections, electrical and mechanical installation, external works which will entail; civil works, roads and paving related works.

C3.1.3 Location of the works

TBC

C3.1.4 Temporary works

The contractor is to design, supply, construct, demolish and spoil at his own cost any temporary works required for the construction of the works.

C3.1.5 Access and working areas

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

C3.2 ENGINEERING**C3.2.1 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

C3.2.2 Employers Design

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

C3.2.3 Design Brief

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

C3.2.4 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.~~

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.

C3.2.5 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.

C3.3 PROCUREMENT**C3.3.1 Requirements**

The contractor shall be required to adopt labour based techniques through the full spectrum of the works with the proviso that the Client's specific objectives regarding time and quality are not compromised. Maximisation of employment shall be of the essence on this contract.

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

The Contractor shall be required to submit employment data on a monthly basis to the Project Manager.

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

C3.3.2 Small Contractor Development**C3.3.2.1 Definitions and Applicable Legislation****(A) Definitions**

Unless inconsistent with the context, in these specifications the following terms, words or expressions shall have the meanings hereby assigned to them:

Start-up Enterprises

An enterprise that has been in existence and operating for less than two years.

Small Enterprises

An enterprise that has a CIDB grading designation of 1 or 2.

Micro Enterprises

An enterprise that has a CIDB grading designation of 3.

Locally based SMMEs

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.

Black Business Enterprise

Black Business Enterprise is a legal entity which adheres to statutory labour practices, is registered with SARS and is a continuing and independent Enterprise, providing a Commercially Useful Function:

- a) Whose management and daily business operations are in the control of one or more Black Persons, and
- b) Which is at least 50,1% owned by one or more Black Persons who are Principals.”

Contract Participation

Contract Participation in terms of this contract is a process by which the Employer implements Government's objectives by setting a target relating to small contractor development which the Contractor shall achieve as a minimum.

Contract Participation Goal (CPG)

Contract Participation Goal is the monetary value of the target set by the Employer in the Contract Participation process.

Contract Participation Performance (CPP)

Contract Participation Performance is the measure of the Contractor's progress in achieving the CPG.

(B) Applicable Legislation

The following Acts, as amended from time to time, are predominant amongst those which apply to the construction industry and are listed here for reference purposes only:

- The Constitution of South Africa;
- Preferential Procurement Policy Framework Act No. 5 of 2000;
- Construction Industry Development Board Act No. 38 of 2000;
- Broad-Based Black Economic Empowerment Act No. 53 of 2003.

C3.3.2.2 Participation and Advancement of Start-Up, Small and Micro Enterprises

The City of Johannesburg has identified job creation and access to procurement opportunities by Start-ups, Small and Micro enterprises (SMMEs) as an essential requirement towards building an economically viable City.

It is a condition of this tender that the successful contractor is required to subcontract a minimum value of work to **SMME's** equal to **30%** of the contract sum.

If it is established that the SMMEs are sufficiently resourced to execute the proposed works as a complete package the Contractor may conclude full subcontract agreements with locally based SMMEs to a minimum value of **30%**.

The form of contract to be used with SMMEs is the MBSA Domestic Subcontract Agreement or a JDA approved form of contract. The Contract Data must record the specific requirements in respect of penalties, retention and payment. With regard to the latter, the Contractor is to allow for fortnightly certificates from the SMMEs and for payment to the SMMEs to be effected within 7 days of certification. In order to achieve the goals of this policy and to ensure that the SMMEs are treated fairly and given every opportunity to advance their business whilst delivering a successful Project, the Contractor is to note the following and provide for any cost that may be associated therewith.

1. The Contractor shall subcontract the local SMME works at the Contractor's tendered rates.
2. The Contractor will be expected to have clearly specified the programme dates to the SMME contractors and these dates are to be included in the contract of agreement between the two parties.

The Contractor is to monitor the SMME contractor's progress against the programme and hold progress meetings with the SMME contractors where minutes are to be kept and signed off by both parties.

3. The Contractor is to assess the skills of the SMME contractor and provide the relevant support and training where it is necessary in order for the SMME contractor to complete the works to programme, budget and specification. The Managing Contractor will be expected to provide on-site training to the SMME contractors that will ensure that the SMME contractor's staff is suitably trained to execute the works and that they receive sufficient relevant experience on the Project.

4. The Contractor is responsible for safety compliance on the Project and will assist the SMME contractors in all aspects to achieve safety compliance, that will include:
 - a) Assisting the SMME contractors with developing their safety files, legal appointments, etc.
 - b) Assisting the SMME contractors with achieving safety on site.
 - c) Having tool box talks with the SMME contractor's employees on a daily basis.
 - d) Providing all safety equipment and signage.
 - e) Providing safety training where necessary.
5. Contractor is to provide all the necessary equipment for the timeous monitoring and the checking of the quality of works as carried out by the SMME contractors. The Contractor will be expected to monitor the SMME contractor's works for quality compliance and provide all the necessary support to the SMME contractors in order to achieve quality requirements. The Contractor is to ensure that if the SMME contractor's quality of works does not achieve specification the Contractor will assist the SMME contractors to achieve specification and not allow the works to continue until the quality requirements are achieved.
6. The Contractor is to generate monthly reports for the JDA that includes the following:
 - a) SMME contractor resources on the site, ie supervisors, labour, plant tools and equipment
 - b) SMME contractor progress of works on site.
 - c) SMME contractor quality control on site.
 - d) SMME contractor expenditure on the Project versus target expenditure.
 - e) Copies of minutes of the SMME contractor and Contractor progress meetings.
 - f) Concerns and improvements to be made.

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

Following from the above, the SMME's to be contracted on the Project must be selected from the provided database which is attached on this document contract. The data base includes SMME that are youth, women owned, disabled and ex-combats. The contractor will be expected to give preference to SMME's that comply with all/most of these groups. The following information must be provided by said contractor on the date of tender closure.

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.
6. Estimated value of the works identified in item 4 above.

JDA reserves the right to withdraw our acceptance of offer, should the appointed contractor fail to satisfactorily address the above requirements (1 to 6) within 14 days of the commencement date of the contract. Approved documentation will form part of the contract.

(a) Contract Participation Goal (CPG)

The CPG is the monetary value of the target set by the Employer and will be calculated as follows:

$$\text{CPG} = \text{final contract value (excluding CPA and VAT)} \times (\text{target \% set by the Employer for Targeted Enterprises and local SMME contractors})$$

The final contract value is the total value of certified work measured at the date of issue of the Certificate of Completion.

It is the Contractor's responsibility to ensure that the CPG target is achieved.

(b) Contract Participation Performance (CPP)

The CPP is the monetary value of the Contractor's actual progress towards achievement of the CPG calculated as follows:

$$\text{CPP} = \text{total value (excluding CPA and VAT) of contribution by Targeted Enterprises and local SMME contractors}$$

The Contractor's Contract Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the CPG. The basis of monitoring shall be the levels of the individual contributions for Targeted Enterprises and local SMME contractors. Monthly returns, in a format approved by the Employer, are required from the Contractor and shall be submitted with each interim payment certificate. Failure to adhere to this requirement shall result in the delay

of any payment due until the Employer's Agent confirms that the information has been received.

To assist in the measurement of CPP, the Contractor shall include in his contract programme details of how he will achieve the CPG. This shall include CPG achievement details for both the specific work indicated for CPG in terms of this contract for completion by Targeted Enterprises and local SMME contractors as well as details for any other work that the Contractor may use towards achieving the CPG. The detail shall be provided not later than one month after the Employer's Agent has accepted the original construction programme and shall be updated with every subsequent revision of the programme.

In the event that the Contractor fails to substantiate that any failure to achieve the Contract Participation Goal (CPG) is due to quantitative under runs, the elimination of items contracted to Targeted Enterprises and local SMME contractors, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a penalty as prescribed in Clause JBCC 43.0 and 44.0 of the Contract Data.

C3.4 CONSTRUCTION**C3.4.1 Works specifications****Applicable national and international standards**

For preambles refer to “General Specification of Materials and Methods used for Building Contracts” (GP/ASC)

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.

C3.4.2 Plant and Materials

The contactor 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.

C3.4.3 Construction Equipment

The contactor 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.

C3.4.4 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.

C3.4.5 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.

C3.4.6 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 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.

C3.4.7 Permits and way leaves

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

C3.4.8 Alterations, additions, extensions and modifications to existing works

Care must be taken not to affect the structures stability and props must be installed if there is any doubt as to the structural integrity of the building. All rubble must be removed in a manner acceptable to the Principal Agent.

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

The Architect will prepare a handover document including photographs of the existing building.

C3.4.9 Inspection of Adjoining Properties

Contractors 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.

C3.4.10 Water and Electricity for Construction Purposes

The cost for temporary water and electricity would be for the contractor's account.

C3.4.11 Survey Control and setting out of the works

By the Contractor

C3.4.12 Features requiring special attention**(a) Site maintenance**

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and

equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

(b) Testing and quality control

(i) Contractor to Engage Services of an Independent Laboratory

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Principal Agent in deciding whether the quality of materials utilised and workmanship achieved by the Contractor comply with the requirements of the Specifications. .

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

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

(ii) Costs of Testing

(a) Costs of Testing

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

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

(b) Additional Tests Required by the Principal Agent

Additional testing required by the Principal Agent, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Principal Agent, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

(c) Subcontractors

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

Part C3.5: Management

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

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

C3.5 MANAGEMENT**C3.5.1 HEALTH AND SAFETY SPECIFICATIONS**

This part of C3.5 Management contains specifications for Health and Safety matters not covered by C3.4 Construction Specifications.

The number of each clause in this specification is prefixed with an E to differentiate these clauses and items.

SECTION E1000: HEALTH AND SAFETY REQUIREMENTS**CONTENTS**

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E1001	SCOPE	

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

Note: (1) This specification establishes general requirements to enable the employer and the contractor to satisfy the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014.

(2) The Construction Regulations, 2014, require 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.

E1002 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.

Part C3.5: Management

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 meters 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.

E1003 INTERPRETATION

E3.1 The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.

E3.2 Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.

E1004 REQUIREMENTS**E4.1 General requirements**

- E4.1.1 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.
- E4.1.2 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
 - 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.
- E4.1.3 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.

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- E4.1.4 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
 - (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.
- E4.1.5 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.
- E4.1.6 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.
- E4.1.7 The contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements.
- E4.1.8 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.

E4.2 Health and safety representatives

- E4.2.1 The contractor shall appoint in writing one health and safety representative for every 50 employees of the contractor working on the site, whenever there are more than 20 employees on the site; to:
- (a) review the effectiveness of health and safety measures;
 - (b) identify potential hazards and potential major incidents;
 - (c) in collaboration with his employer, examine the causes of incidents;
 - (d) investigate complaints by any employee of the contractor relating to that employee's health or safety on the site;
 - (e) make representations to the contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;
 - (f) inspect the site with a view to the health and safety of employees, at regular intervals;
 - (g) participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and
 - (h) participate in any internal health or safety audit.

- E4.2.2 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.
- E4.2.3 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.
- E4.2.4 The contractor shall consult with the health and safety committee on the development, monitoring and review of the risk assessment.

E4.3 Appointment of construction supervisor and safety officers

- E4.3.1 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.
- E4.3.2 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.
- E4.3.3 The contractor shall ensure that the construction supervisor is in possession of the most recently updated version of the fall protection plan.
- E4.3.4 The contractor shall ensure that the construction supervisor is in possession of the most recently updated version of the fall protection plan.
- E4.3.5 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.

E4.4 Risk assessment

E4.4.1 The contractor performing work falling within the contract shall, before the commencement of any such work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing. Such an assessment shall as a minimum:

- (a) identify the risks and hazards to which persons may be exposed to;
- (b) analyse and evaluate the identified risks and hazards;
- (c) document a plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- (d) provide a monitoring plan; and
- (e) provide a review plan.

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

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

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

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

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

E4.4.2 The contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

E4.4.3 The contractor shall require a competent person to prepare a fall protection plan in compliance with the requirements of the Construction Regulations.

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- E4.4.4 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.

- E4.4.5 Where roof work is being performed on a construction site, the contractor shall ensure that it is indicated in the fall protection plan that:

the roof work has been properly planned;

the roof erectors are competent to carry out the work;

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;

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;

the areas mentioned in paragraph (d) are to be barricaded off to prevent persons from entering;

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 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.

- E4.4.6 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.

E4.5 Health and safety plans

E4.5.1 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.

E4.5.2 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

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

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

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

E4.5.3 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.

E4.5.4 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.

E4.5.5 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.

E4.5.6 The contractor shall update the health and safety plan whenever changes to the works are brought about.

E4.6 Subcontractors

E4.6.1 The contractor may only subcontract work in terms of a written subcontract and shall only appoint a Sub-contractor should he be reasonably satisfied that such a Sub-contractor 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 Sub-contractor shall:

- (a) 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.

E4.6.2 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.

E4.6.3 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.

E4.6.4 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.

E4.6.5 The contractor shall stop any contractor from executing construction work which is not in accordance with the contractor's or Sub-contractor's health and safety plan for the site or which poses a threat to the health and safety of persons.

E4.6.6 The contractor shall ensure that where changes to the works occur, sufficient health and safety information and appropriate resources are made available to the Sub-contractor to execute the work safely.

E4.6.7 The contractor shall ensure that:

- (a) every Sub-contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;
- (b) potential Sub-contractors submitting tenders have made provision for the cost of health and safety measures during the construction process; and
- (c) every Sub-contractor has in place a documented health and safety plan prior to commencing any work on site which falls within the scope of the contract.

E4.6.8 The contractor shall receive, discuss and approve health and safety plans submitted by Sub-contractors.

E4.6.9 The contractor shall ensure that all Sub-contractors 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.

E4.6.10 The contractor shall reasonably satisfy himself that all employees of Sub-contractors 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 Sub-contractor 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.

E4.7 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.

E4.8 Administration

E4.8.1 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:

- (a) excavation work deeper than 1m; or
- (b) working at a height greater than 3 m above ground or a landing.

E4.8.2 Health and safety file

E4.8.2.1 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 Sub-contractors (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 Sub-contractors 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

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- (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 Sub-contractor's health and safety plan;
- (k) proof that the contractor and every Sub-contractor 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 Sub-contractor'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.

E4.8.2.2 The health and safety file shall be made available for inspection by any inspector, Sub-contractor, employer's representative, employer's agent, health and safety representative or employee of the contractor upon the request of such persons.

E4.8.2.3 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.

E4.9 First aid, emergency equipment and procedures

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

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

C3.5.2 ENVIRONMENTAL SPECIFICATIONS

This part of C3.5 Management contains specifications for Environmental matters not covered by C3.4 Construction Specifications.

The number of each clause in this specification is prefixed with an F to differentiate these clauses and items.

SECTION F1000 : ENVIRONMENTAL MANAGEMENT

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F1001 SCOPE

The Contractor is required to comply with the requirements of the detailed EMP throughout construction.

The following are standardised additional specifications applicable. They are intended to assist the appointed Contractors to fulfill the environmental requirements of the Project. The objective of the EMP is to ensure that the potential impacts upon the environment are minimised, and that upon completion of each section of work the area is left in a clean and sustainable condition.

Overall the environmental impacts of the Project are considered to be low as long as the listed procedures are followed. These are given in the EMP.

The Contractor is advised that there are cost implications to the EMP and these must be factored into the tendered price.

F1002 ENVIRONMENTAL MANAGEMENT PLAN

F2.1 Objectives

The prime objective of the EMP is to minimise or avoid significant environmental impacts by using a pro-active approach and planning procedures.

The second objective is to have a plan in place to rehabilitate areas that have been impacted upon and, thirdly,

To have a plan in place for emergency situations that arise and are detrimental to the environment e.g. fuel or bitumen spills.

The Contractor will be responsible for the day-to-day implementation of the EMP, by himself and all other Sub-contractors. During the course of construction regular compliance audits will be undertaken. This environmental auditing will be conducted by qualified environmental practitioners.

F2.2 Environmental Control

The Contractor will oversee the environmental aspects of the construction phase of the Project in consultation with the Engineer.

The Contractor will report back to the bi-weekly site meetings with regards to compliance to the environmental specifications.

F2.3 Environmental Awareness Programme

The Engineer will implement an Environmental Awareness Programme for the Contractor, his staff, Sub-contractors and all people working on the Project. The initial session will be immediately prior to construction commencing.

F2.4 Method Statements

The Contractor shall submit written method statements for activities that are identified by the Engineer, as being potentially harmful to the environment, or for work that is to be undertaken in areas identified as being environmentally sensitive.

Such activities include dewatering of excavations, pumping, working with cement, erection of construction camps and fuel stores, etc.

The Method Statement shall cover applicable details with regard to:

- construction procedures,
- materials and equipment to be used,
- getting the equipment to and from site,
- how the equipment/ material will be moved while on site,
- how and where material will be stored,
- the containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur,
- timing and location of activities,
- compliance/ non-compliance with the Specifications, and
- any other information deemed necessary by the Engineer.

Method statements shall be submitted at least 7 days prior to commencing work on the activity to give the Engineer time to study the method statement and consult with contractor and specialists and to obtain written approval of the method statements. The Contractor shall not commence on that activity until such time as the method statement has been agreed to in writing by the Engineer. This will be done within this 10 day period.

Any changes required to the method statements once construction has commenced must be agreed upon in writing with the Engineer before being instituted.

F2.5 Working Areas

Regardless of the extent of the work, the following applies to all of these areas:

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- All materials must be stockpiled or stored in a designated area (at each site) avoiding sensitive areas.
- No materials must be left on site once work is completed neither may they be dumped at any other place on site.
- Litter bins and containers for waste materials must be provided by the Contractor at each site. Bins should be weatherproof and scavenger proof.
- All waste must be placed in the bins and containers. No waste may be left lying on the site.
- Visible anti-litter signs must be displayed around the waste collection points and all employees must be encouraged to observe site rules pertaining to solid waste management practices. A concerted effort should be made to collect and dispose of materials suitable for recycling, separately from the other solid waste.
- No burning or burial of waste is permitted.
- Any soils contaminated by the contractor must be removed or rehabilitated. If a significant amount of soil has to be removed fresh soil must be imported and the site rehabilitated by grading and planting vegetation.
- All waste must be removed to an authorised landfill site, or taken to a facility for recycling.
- Any excess road building materials must either be:
 - taken to a site for stockpiling and future re-use,
 - used for localised rehabilitation, or
 - removed from site by the contractor for disposal.
- The contractor shall provide waste bins for solid waste collection and storage. Such bins should be placed at designated areas within the site. The refuse collected from the site must be removed for landfill disposal at least once a week.
- Vehicles may not park in the road reserve except with the prior permission of the Engineer.
- Every care should be taken to avoid damaging vegetation or land when vehicles are in use.
- Fuel tanks, pumps, and all equipment using oil, diesel, etc. must have drip trays. The drip trays must have sufficient capacity to contain liquids that will spill in the case of failure of the tanks, etc. The waste liquids taken from the trays must be disposed of at a landfill which permits disposing of liquid wastes.
- Only emergency repairs to vehicles and equipment may take place on site. Where emergency repairs take place it is the responsibility of the contractor to ensure that all waste (e.g. spare parts and oils) are removed from site as soon as possible. All other repairs must take place at a yard off-site, where facilities are suitable and waste facilities are appropriate.
- Whenever practical a tarpaulin should be laid down, prior to emergency repairs taking place, to protect the environment from contamination.
- No natural vegetation may be gathered, removed or destroyed in the course of the Project, except where agreed to by the landowner.
- No hunting is permitted.

- Fires are prohibited.
- Erosion control measures must be implemented if the need arises.
- Pollution of water courses by any means must be avoided.
- No defacement of any natural or other features will be allowed; this includes markings for road works, unless markings are restricted to the road surface.
- Dust suppression measures should be implemented if and when required.
- Chemical toilets must be provided at all sites and must be within walking distance of the workers. They must be serviced on a regular basis in order to be kept clean and hygienic. The toilets must be placed in a sheltered place and should be locked after working hours if they are outside a camp area. Alternative arrangements to use existing toilets with owners' written consent may be allowed when submitted in writing.
- All waste from toilets must be disposed of at a permitted landfill or waste treatment works.

F2.6 On-site Workers Camp

F2.6.1 Site Camp

The campsite selection should be carried out in consultation with the landowner or relevant authority.

The site must be selected with due regard to the environment. Due care should be taken to avoid areas where sensitive vegetation and habitats occur.

When the site selection process has been completed, the contractor will define the boundaries of the site and erect a fence with a controlled access around it if practical.

All activities associated with the camp must be restricted to the demarcated area.

It is the responsibility of the contractor to ensure the safety of all personnel within the boundaries of the site. The contractor should have an on-site contingency plan detailing measures to be observed in the case of a health, safety or environmental emergency.

The contractor should ensure that all employees, employed by him and/or employed by Sub-contractors, have a clear understanding of safety regulations and procedures.

F2.6.2 Water, wastewater, and storm water

Site occupants must have access to safe drinking water.

If water is stored on site a clear distinction should be made between drinking water and multi-purpose water storage facilities.

All water used on site must be taken from a legal source and comply with recognised standards for potable and other uses.

Wastewater that is contaminated with soaps, detergents and other undesirable materials, such as grease and oils, should be collected in conservancy tanks and disposed of safely in a wastewater treatment facility.

It is illegal to discharge water into a public stream if the quality does not conform with required health standards.

In all camps storm water must be managed to prevent erosion.

Run-off will be diverted to control ponds so that silt may settle and any pollutants are trapped.

Subsequently, any pollutants must be treated, or removed and disposed of at a permitted landfill site or recycling facility.

All materials should be protected from the rain to prevent them being washed into stormwater channels.

F2.6.3 Ablution Facilities

The contractor shall provide proper and adequate sanitary facilities for all site employees.

These facilities shall be maintained in good and working condition at all times. Odours emanating from these facilities should be controlled within acceptable levels.

F2.6.4 Fires and Cooking Facilities

Fires will not be allowed.

The contractor must supply cooking facilities that are suitable for the environment and are not liable to cause the outbreak of fires. Fire-fighting equipment must be supplied by the Contractor at suitable locations.

F2.7 Plant and Equipment Storage Facility

F2.7.1 Plant

At the end of the shift all plant should be driven or transported back to the campsite for proper and safe overnight storage.

The contractor should ensure that equipment left elsewhere is stored in a manner that will not impact negatively upon the environment.

The plant should be regularly inspected for fuel and oil leaks that may be harmful to the environment, and/or aquatic life if washed into a stream or river.

F2.7.2 Hazardous Materials

Hazardous materials should be stored under lock and key in designated areas with properly displayed and visible warning signs.

All storage of hazardous materials must comply with legislation and regulations.

(c) F1003 REHABILITATION

Upon completion of each section of work the site must be cleared of all equipment, waste and any rehabilitation work must be undertaken. This may include local grading of soils and re-vegetation where sites have been disturbed.

Immediately after the demolition of the campsite, the contractor shall restore the site to its original state, paying particular attention to its appearance relative to the general landscape.

It is imperative that any potential erosion problems are addressed. This may require subsequent site visits to monitor the efficacy of erosion control measures.

(d) F1004 EMERGENCY PLANS

The onus is on the contractor to assess the potential risks to the environment as a result of the Project. For example, accidental spillage of materials may pollute the soil or any water body.

The contractor must draw up a suitable emergency plan to contain such pollution. The emergency plans and procedures must be taught to all the workers on site, so that everyone is prepared to cope with an emergency.

Appropriate equipment must be available to carry out the emergency plans.

(e) F1005 ENVIRONMENTAL AUDITING AND PENALTIES

On a regular basis, a qualified auditor will carry out a site audit to ascertain and verify the contractor's level of compliance with the requirements of the EMP.

Transgression will be treated as a contravention of the contractual agreement.

Deviation from these prescribed requirements will be met with penalties that are intended to enforce compliance.

It is a requirement that the contractor keep concise records of mitigatory measures undertaken at each site to minimise environmental impacts.

Any emergency situations that impact upon the environment should be recorded by the contractor together with the action that was taken to rehabilitate and remediate the site.

A copy of all completed environmental audits will be given to the contractor and the employer by the auditor.

Any public complaints regarding the environment must be recorded and discussed with the Engineer to determine an appropriate course of action.

The contractor will be responsible for all costs incurred in the rehabilitation of sites.

The contractor will be responsible for all costs incurred where emergency procedures are implemented to deal with accidents that impact upon the environment.

The contractor will be responsible for ensuring that all procedures required to rehabilitate all sites are implemented.

If third parties are called to the site to perform clean up and rehabilitation procedures, the contractor will be responsible for all costs.

Penalties will be imposed for contravention of the EMP, as specified in the EMP:

PART C4: SITE INFORMATION

Information Only

All data and descriptions contained in this section of the contract documents are given for information purposes only and cannot be interpreted as prescriptive despite the fact that the text may give the opposite perspective. If any conflict arises between the content of this section and other sections of the contract documents, the latter take precedence.

C4.1 LOCALITY PLAN

Not required at this point

C4.2 CONDITIONS ON SITE: GEOTECHNICAL REPORT

Not required at this point

C4.3 DRAWINGS

Not required at this point