



VOLUME 3 OF 3

THE CONTRACT

DEVELOPMENT BANK OF SOUTHERN AFRICA

TENDER NO. RFP181/2024

APPOINTMENT OF A CONTRACTOR TO UNDERTAKE THE CONSTRUCTION OF
WORK PACKAGE 4: ASSOCIATED WITH THE CITY OF JOHANNESBURG 50-TON PER
DAY BIODIGESTER PILOT PLANT AT ROBINSON DEEP LANDFILL SITE,
JOHANNESBURG.

Implementing Agent:

Development Bank of Southern Africa
Limited
1258 Lever Road
Midrand Johannesburg
Gauteng
1685

Contact: 011 313 3911
As per Tender Notice and Invitation

Tender Officer:

Tender Officer
1258 Lever Road
Midrand Johannesburg
Gauteng
1685

Contact: 011 313 3911
As per Tender Notice and Invitation

Tenderer Details

Name of Tenderer: _____

CIDB Registration No: _____

Contact Person: _____

Contact No: _____

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Notes:

The Tender Document must be submitted as a whole. All forms must be properly completed as required and the document shall not be taken apart or altered in any way whatsoever.

All forms must be duly completed in **black ink** as required.

The list of returnable documents, which consists of forms and schedules to be completed and company specific certificates and information pages to be attached, comprise the following:

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THE CONTRACT

- C1 : AGREEMENT AND CONTRACT DATA**
- C2 : PRICING DATA**
- C3 : SCOPE OF WORK**
- C4 : SITE INFORMATION**

PART 1: AGREEMENT AND CONTRACT DATA

JBCC Principal Building Agreement (Edition 4.1 Code 2101 of March 2005) issued by the Joint Building Contracts Committee Inc. (including amendments).

Document reference	Title	No of pages
C1.1	Form of Offer and Acceptance	5
C1.2	Contract Data	1
C1.2.1	Conditions of Contract	5
C1.2.2	Contract Specific Data	6
C1.3	Construction Guarantee	4
	Total number of pages	20

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1.1 Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **TENDER No: RFP181/2024-APPOINTMENT OF A CONTRACTOR TO UNDERTAKE THE CONSTRUCTION OF WORK PACKAGE 4: ASSOCIATED WITH THE CITY OF JOHANNESBURG 50-TON PER DAY BIODIGESTER PILOT PLANT AT ROBINSON DEEP LANDFILL SITE, JOHANNESBURG.** The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider 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 to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

For the tenderer

Name of Tenderer

Address of Tenderer)

Name of witness

Signature of witness Date

C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

C1.1.2 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 service provider 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 the schedules, forms, drawing and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender 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 authorized representatives of both parties.


The Tenderer shall deliver the security in terms of Clause 14 of the JBCC 2005 within the period stated in the contract Data, and he shall, immediately after 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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature

Name

Capacity

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for the
Employer

Development Bank of Southern Africa Limited
 1258 Lever Road, Headway Hill,
 Midrand, Gauteng Province

Name of witness

.....

Signature of witness

.....

Date

.....

Schedule of Deviations

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 Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any cover letter must be referenced here if applicable, or it will not be valid as part of this submission).

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 and obligation of the contract shall also be recorded here.

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 the Contract.

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

By the duly authorized 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 the amendments to the documents listed in the tender data and addend thereto as listed in the tender schedules, as well as any confirmation, clarification or change 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.

For the Tenderer:

Signature(s)

Name(s)

Capacity

Name of Tenderer

Address of Tenderer

Name of witness

Signature of witness Date

For the Employer:

Signature(s)

Name(s)


Capacity

Name of Employer: **Development Bank of Southern Africa Limited**

Address of Employer 1258 Lever Road, Headway Hill, Midrand, Gauteng Province

Name of witness

Signature of witness Date

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C1.2 CONTRACT DATA

Document reference	Title	No of pages
C1.2	Contract Data	1
C1.2.1	Conditions of Contract	5
C1.2.2	Contract Specific Data	6
C1.3	Construction Guarantee	4
	Total number of pages	16

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are clauses 1 to 41 of the **JBCC PRINCIPAL BUILDING AGREEMENT, EDITION 4.1 CODE 2101 MARCH 2005** published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Principal Agents (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The Conditions of Contract make 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 Special Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Conditions of Contract or the Special Conditions of Contract.

The Contract Specific Data, General and Special Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency.

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the Conditions of Contract of JBCC 2005 to the extent specified below, and shall take precedence and shall govern in the interpretation of any ambiguity or inconsistency between it and the Conditions of Contract.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the JBCC 2005, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the Conditions, and an appropriate heading.

The Forms included in the JBCC Edition 4.1, Code 2101, March 2005 ("JBCC2005"), are replaced with the Forms included in this Tender Document.

2. AMENDMENTS TO THE JBCC 2005 CONDITIONS OF CONTRACT

SCC 1.1 Definitions and Interpretation


Add the definitions of “Contractor Insolvency Event, Other Project Contractors and Recognised Best Practice” after “works completion”:

“Other Project Contractors” means the various contractors, consultants, tradespersons or other persons engaged in the **Works** from time to time other than the **Contractor** and any subcontractor appointed by the **Contractor**.

“Recognised Best Practice” means the skill, care and diligence of a contractor seeking in good faith to perform his contractual obligations and in so doing and in the general conduct of his undertakings observing and/or exercising the degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be exercised by a skilled and experienced contractor in relation to his practices, methods, techniques, specifications and/or standards (whether in respect of engineering, construction, performance, safety, workmanship, equipment, components or otherwise) engaged in the same type of undertaking under the same or similar circumstances and conditions to the Works.

“Contractor Insolvency Event” means, and is considered to occur if:

- (i) the Contractor commits an act which, if committed by an individual, would constitute an act of insolvency within the meaning of Sections 8 or 9(3)(a)(v) of the Insolvency Act 24 of 1936, as amended, or any equivalent legislation in any jurisdiction to which it is subject;
- (ii) the Contractor begins negotiations or takes any other step with a view to generally deferring, re-scheduling or otherwise re-adjusting all or a material part of its indebtedness or proposes or makes a general scheme, arrangement, assignment, or composition with or for the benefit of its creditors or a moratorium is proposed or agreed in respect of or affecting all or a material part of its indebtedness;
- (iii) the Contractor makes an application to court for business rescue supervision or for its winding-up (whether provisionally or finally);
- (iv) a court of competent jurisdiction grants an order winding-up Contractor (whether provisionally or finally) or makes an order placing the Contractor under business rescue supervision;
- (v) an application or other legal process (including the filing of any document commencing judicial process) is issued seeking an order for the winding-up of the Contractor (whether provisionally or finally) or liquidation (whether provisionally or finally) the Contractor under business rescue supervision, except for so long as such application or other legal process is being contested in good faith and by appropriate means or except for the bona fide purpose of reconstruction, amalgamation, reorganisation, merger or consolidation; or
- (vi) a resolution is passed by:
 - a) the shareholders of the Contractor for the winding-up of the Contractor, whether by way of a members’ or creditors’ voluntary winding-up; or
 - b) the board of the Contractor for the Contractor to voluntarily begin business rescue proceedings and place himself under business rescue supervision.

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SCC 1.5 The following new paragraphs are added after clause 1.5.6:

1.5.7 References to any party to this agreement include its successors or permitted assigns;

1.5.8 References to the contractor include the obligations of its personnel;

1.5.9 References to “month” shall be to a calendar month;

1.5.10 References to any amount shall mean that amount exclusive of VAT, unless the amount expressly includes VAT;

1.5.11 References containing terms such as “best endeavours” when used in connection with an obligation of either party, means taking in good faith and with due diligence all reasonable steps to achieve the objective and to fulfil the obligation at the earliest possible time, including doing all that a reasonable and prudent owner or provider of design and construction services in comparable circumstances would do.

1.5.12 If a definition imposes substantive rights and obligations on a party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;

1.5.13 Where any word is defined within the context of any particular clause in this agreement, that word, unless it is clear from the clause in question that that word has limited application only to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this agreement, notwithstanding that that word has not been defined in clause 1.1;

1.5.14 Words defined in this agreement shall bear the same meanings in any annexes or schedules to this agreement unless the annexes or schedules contain their own definitions of such words;

1.5.15 Where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day that is not a working day, in which event the last day shall be the next succeeding working day;

1.5.16 Words and abbreviations that have well known technical or trade meanings are used in the agreement in accordance with such recognized meanings;

1.5.17 The rule of construction that if general words or terms are used in association with specific words or terms that are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class shall not apply, and whenever the word “including” is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given;

1.5.18 The rule of construction that the agreement shall be interpreted against or to the disadvantage of the party responsible for the drafting or preparation of this agreement shall not apply.”

SCC 1.10 Add the following new Clause:

“**SCC 1.10** The copyright in all **contract documents**, **contract drawings** and records (irrespective of who prepared any of the aforesaid) related in any manner to the **works** shall vest in the **employer** and the **contractor** shall not furnish any information in connection with the **works** to any person or organization without the prior written approval of the **employer** to this effect other than subcontractors appointed for purposes of this **agreement**.”

SCC 1.11 Add the following new Clause:

Any provision in this agreement that is or may become illegal, invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability in such jurisdiction and shall be treated as severed from the balance of this agreement in such jurisdiction, without invalidating the remaining provisions of this agreement in such jurisdiction or affecting it in any other jurisdiction

SCC 3.5 Delete sub-clause 3.5

SCC 3.7 Replace the second sentence starting in line 2 with the following:

“The **contractor** shall keep a copy of all drawings, schedules, unpriced **bills of quantities/lump sum document, contract instructions**, minutes of site and other meetings, health and safety files as specified in the scope of work, risk register, claims and variation order register, labour records and sub-contractors contracts on the **site** to which the **employer, principal agent** and **agents** shall have access at all times. The **employer** has the right to call for such further information from the **contractor** it deems necessary in the event it carries out any investigation or audit into potential fraud, corruption, fronting, health and safety incidents or verifying information the **contractor** has to supply to the **employer** in terms of this agreement. The Contractor shall ensure a similar right for the Employer with its subcontractors.

SCC 3.10 In sub-clause 3.10 in the first line replace “**principal agent**” with “**employer**”

SCC 4 ~~Clauses 4.1, 4.2 and 4.3 are deleted and replaced or amended as follows:~~

~~“4.1 The contractor shall be responsible for the design of the works, including for any temporary works. The contractor shall be responsible for the primary coordination of design elements. All designs must be submitted to the Principal Agent and Employer for approval prior to construction of the works.~~

~~“4.2 The contractor shall be responsible for any design of works undertaken by any subcontractor, including nominated or selected subcontractor.~~

~~“4.3 in second line delete the word “selected”~~

SCC 7 COMPLIANCE WITH LAWS AND REGULATIONS

Add the following:

“7.3 The Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 will in all respects be applicable to this contract. All obligations in respect of health and safety requirements of the Contractor are set out in the Scope of Work”

7.3.1 Contractor’s liability as mandatory

“Notwithstanding any actions which the **employer** may take, the **contractor** accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which the **contractor** is liable as mandatory. By entering into this **agreement**, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act and will enter into the mandatory agreement as set out in the Scope of Work. This clause will be

sufficient to establish the mandatory obligations of the **contractor** in the event the parties fail to execute the aforesaid mandatory agreement.”

SCC 8 Amend clause 8 by adding the following new clauses after clause 8.7:

8.8 The **contractor** acknowledges that the **employer** concluded or will conclude contracts with **other project contractors** that will have access to the **site** in which the **works** are conducted by the **contractor**. As such, it may be necessary for **other project contractors**, their employees and the employer's personnel to work in or about, or pass materials and equipment through the **site**.

- a) employer's personnel,
- b) **other project contractors**, and
- c) the service providers

who may be employed in the execution on or near the **site** (and other places, if any, as may be specified under the **agreement** as forming part of the **site**) of any work not included in the **agreement**. Services for these personnel and **other project contractors** may include the use of Temporary Works or access arrangements which are the responsibility of the **contractor**.

8.9 The **contractor** shall be responsible for his construction activities on the **site**, and shall, as specified in the **agreement** or as instructed by the **principal agent**:

- (i) integrate and co-ordinate the programme and the **works** with the programme for the **works** and the work of **other project contractors** in such a way that no unreasonable interference with, or disruption, delay or hindrance to, the work of such **other project contractors** is caused, and
- (ii) confer with the **principal agent** where the **works** interface with the work of the **other project contractors** and shall, as specified in the **agreement** or as instructed by the **principal agent**, execute the **works** such that these interfaces are matched.

8.10 If the **contractor** suffers (or will suffer) delay and/or incurs (or will incur) cost as a result of any instruction referred to above, the **contractor** shall give notice to the **principal agent** in terms of clause 29.2.8 and shall be entitled subject to clause 29 to:


- (A) a revision to the date for **practical completion** with or without (depending on the contractors claim), if completion is or will be delayed.

8.11 After receiving the notice in terms of clause 29.2.8, the **principal agent** and/or **employer** shall proceed in accordance with clause 29.7 to agree or determine the claim.

8.12 The **contractor** shall provide all information required for providing suitable access for its plant and any necessary equipment to the place on the **Site** where the plant is to be erected and for making necessary installations or connections to the plant where the **Works** adjoin the works of **other project contractors** (whether such installations and/or connections are to be made by the **contractor** or by **other project contractors**).

8.13 If, under the **agreement**, the **employer** is required to give to the **contractor** possession of any foundation, structure, plant or means of access in accordance, the **contractor** shall submit such documents to the **principal agent** promptly to allow the **principal agent** to coordinate the **other project contractors**.

8.14 If any part of the **works** depends for its proper execution or result, upon the work of the **other project contractors**, the **contractor** shall promptly report in writing to the **principal agent** any defects therein, or delays in the performance thereof that interfere with the proper execution of the **contractor's works**. Copies of drawings, specifications and other information relating to **other project contractors' contracts**, which are reasonably required by the **contractor**, will be furnished to the

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contractor on request, for its information in this regard.

8.15 The **employer** and the **principal agent** shall not be obliged to provide any access, information, materials, documents or instructions, nor shall the **contractor** be entitled to require access to the works of **other project contractors** earlier than that specified in the **agreement** or, if not specified, earlier than the date communicated by the **principal agent**, as the case may be.

8.16 The **principal agent** shall take such steps in his discretion deems reasonable or necessary, to facilitate that the **other project contractors** cooperate with the **contractor** and integrate and co-ordinate their work with the **works** as necessary and in such a way that no unreasonable interference with, or unreasonable disruption, delay or hindrance is caused, either directly or indirectly to the **contractor** in the execution of the **works** at **site**.

SCC 14 Amend sub-clause 14.1

Retain sub-clause 14.1 but amend to read: “The **employer** shall have the right to choose the **security** to be provided in terms of 14.3 or 14.4 as stated in the **schedule**. The **contractor** shall provide the **security** required or chosen by the **employer** in the **schedule** substantially in the format prescribed in the tender documents that the **contractor** submitted a tender offer. The required **security** shall be provided in the time prescribed by the **employer** in the conditional letter of acceptance of the **contractor’s** tender offer.

Amend sub-clause 14.3

Retain clause 14.3 but in the last line of sub-clause 14.3.1 replace “twelve point five (12.5%)” with “ten (10%)”.

Amend sub-clause 14.4

Retain clause 14.4 but in the last line of sub-clause 14.4.1 replace “seven point five (7.5%)” with “ten (10%)”.

Add a new sub-clause 14.7(a) before clause 14.7:

The construction guarantee provided by the contractor shall remain valid for the term of the agreement until the end of defect’s liability period. In case of extensions, the security must also be extended or replaced by another construction guarantee of the same value, with an effective term equal to the term of extension.

If the contractor fails to keep valid security for the duration of the agreement, the principal agent shall deduct an amount of 10% from each interim payment certificate and withhold the amount until the contractor provides a valid construction guarantee. Once the contractor provides the valid construction guarantee, the principal agent will then release the amount held from each payment certificate in the next payment certificate.

Amend sub-clause 14.7

Retain sub-clause 14.7 but in sub-clause 14.7.1 in the second and third line amend “two point five (2.5%)” to read “five (5%)”.

Add sub-clause 14.9

“A payment reduction of five (5%) of the value of each **payment certificate** up to a maximum of five (5%) of the **contract sum** will be applied until **practical completion**. At **practical completion** the amount withheld will be reduced to two point five (2.5%), which amount will reduce to nil (0%) when the **final account** is issued.

SCC 15.1.1 Amend sub-clause 15.1

In sub-clause 15.1 replace “**principal agent**” with “**employer**”

15.A Add new clause 15.A **CONTRACTOR’S PROGRAMME** to read as follows:

15.A.1 Immediately on award of the contract and prior to commencement on **site** of any **works**, the **contractor** shall meet with the **principal agent** to prepare a working programme covering the first month of the **construction period**.

15.A.2 During the first month of the **construction period** the **contractor** shall, with the assistance of the **principal agent**, prepare a programme for the works together with a schedule of outstanding construction information in sufficient detail to ensure control of the execution of the works and to enable the **principal agent** to plan for and assess the progress of the **works** and timeously provide the necessary contract instructions.

The first programme shall be drawn in accordance with the dates in the agreement for possession, completion, and practical completion. The programme and the schedule shall be updated and modified by the **contractor** with the assistance of the **principal agent** whenever actual progress is not in accordance with the current programme and in any event whenever required by the **principal agent**.

15.A.3 The contractor shall, when each such programme is prepared, cooperate with the **principal agent**, and provide all information required by the **agreement** or otherwise required by the **principal agent** to ensure that the programme:

15.A.3.1 represents the contractor’s plans realistically and practically

15.A.3.2 takes into account **other project contractors** schedule and programmes

15.A.3.3 can be compiled in the manner required by the **principal agent** and can be processed on the **principal agent's** systems

15.A.4 Although the programme is prepared with the assistance of and may be approved by principal agent the **contractor** acknowledges that the programme shall, in each instance, have been prepared by the **principal agent** on the basis of information provided by the **contractor** and the **contractor** remains solely responsible for (i) the accuracy, sufficiency and completeness of such information and (ii) satisfying itself that each programme is correct and appropriately reflects the execution (actual and as planned, as appropriate) at the time of its preparation. The programme shall not serve to release or relieve the **contractor** from any of his obligations or responsibilities under this **agreement** and without limitation the fact that a **contractor** delay event or late practical completion may be reflected or provided for in the programme shall not serve as a concession to any time or cost related entitlement or to excuse the **contractor** from its obligations and responsibilities under this **agreement**. The **contractor** acknowledges in this regard that the programme serves as a planning and project management tool rather than an instrument to demonstrate or justify any entitlement.

15.A.5 The **contractor** acknowledges that documentation will not be available in complete detail at the commencement stage. However, the **contractor**, in conjunction with the **principal agent**, shall progressively plan the works on provisional information, to an agreed level of detail relating to the level of detailed information available and with sufficient scope to include future detail without disrupting the basic logic initially approved by the **principal agent**. The quantities contained in the Bills of Quantities are provisional and shall be utilized as a guide only for the drawing up of the programme. Where assumptions are made in regard to programming aspects, such assumptions of the contractor shall be arrived at in conjunction with and be subject to the approval of the principal agent, and suitably recorded in the programme.

15.A.6 The **contractor** and the **principal agent** shall, at regular intervals not exceeding twenty-one (21) calendar days, assess the state of progress of the **works** relative to the current programme. Such assessment shall include the recording of actual commencement and completion dates for each activity. Agreed assessments shall constitute the official record of the progress at such point in time.

SCC16 Clause 16.2 is amended to read:

The **contractor** shall have reasonable access to the **works** and any section thereof that has achieved **practical completion** to fulfil his obligation. The right to access the **site** and possession may not be exclusive to the **contractor**. If, under the **agreement**, the **employer** and/or **principal agent** is required to give to the **contractor** and **other project contractors** access or possession of any foundation, structure, plant or means of access, the **employer** and/or **principal agent** shall do so in the manner stated in the work sequence or agreed between the parties.

A new clause 16.3 is added as follows:


The **contractor** shall exercise **recognised best practice** and ensure it fully cooperates with **other project contractors** on **site** whilst observing all health and safety obligations as access to **site** may not be exclusive from time to time.

SCC 19 Delete clause 19 in its entirety and replace it with the following:

19.1 The contractor does not cede, delegate, or assign any of its rights or obligations to any person with the written approval of the employer.

19.2 Notwithstanding the above, the employer may, on written notice to the contractor, cede and delegate, handover, its rights and obligations under this contract to a Related Party or a Client of the employer. On cession the Client becomes the employer and takes full responsibility. For the purpose hereof, the above clause:

19.2.1 a "Related Party" means any entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with the employer and includes any other "Organ of State" as defined in section 239 of the Constitution of the Republic of South Africa, 1996 and any entity or Organ of State for whom the Employer carries out the works or acts as an implementing agent, ("control" means the beneficial ownership of the majority in number of the issued equity of any entity (or the whole or majority of the entity's assets), and/or the right or ability to direct or otherwise control the entity or the votes attaching to the majority of the entity's equity and "controlled" or "under common control" shall have a similar meaning); and

	<p style="text-align: center;">VOLUME 3 OF 3</p> <p style="text-align: center;">JBCC</p> <p style="text-align: center;">THE CONTRACT</p>	<p>TENDER NO. RFP181/2024</p> <p>APPOINTMENT OF A CONTRACTOR TO UNDERTAKE THE CONSTRUCTION OF WORK PACKAGE 4: ASSOCIATED WITH THE CITY OF JOHANNESBURG 50-TON PER DAY BIODIGESTER PILOT PLANT AT ROBINSON DEEP LANDFILL SITE, JOHANNESBURG</p>
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Client means the owner, funder and or sponsor of the project and or programme managed in terms of the MOA between the Client and DBSA

SCC 21 Replace sub-clause 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:

“The contractor and principal agent shall appoint a selected subcontractor in accordance with the provisions of the Scope of Work.”

SCC 23 Amend clause 23

Add sub-clause 23.3

“The **contractor** may not subcontract the whole of the work without the written instruction and approval of the **employer**. In such event the **employer** may require the **contractor** to cede the contract to the subcontractor.”

Add sub-clause 23.4

“The subcontractors appointed by the **contractor** to comply with the developmental and transformation requirements from the **employer** in terms of applicable legislation, including but not limited to the Preferential Procurement Policy Framework Act, 5 of 2000, and regulation thereto, will be domestic subcontractors for purposes of this **agreement**, and sub-clauses 23.1 and 23.2 will apply accordingly.

Add new clause 23.5

The contractor shall submit the agreement for each subcontract to the Principal Agent and may redact all commercially sensitive information.

Add new clause 23.6

Contractors’ failure to pay Subcontractors.


If the contractor fails to make payment of any amount due and payable to a subcontractor (“the Subcontractor debt”) and the Principal Agent considers that the subcontractor debt has an adverse impact(s) on the progress of the works or the obligations of the contractor under the agreement, the Principal Agent may request evidence of payment to the subcontractor. In the absence of such evidence, the employer may (at its own discretion) pay the subcontractor debt directly to the subcontractor concerned. Such payment is, for all purposes under the agreement, regarded as a payment made on behalf of the contractor and at the request of and with the approval and consent of the contractor, as a payment towards the contract sum. As such, payment to the contractor shall be less the payment to the subcontractor.

All adverse effects as a result of or arising from the subcontractor debt does not entitle the contractor to any cost or time.

SCC **Amend clause 29.2.8 to read**

29 **A direct contractor or other project contractors**

SCC Replace reference to “36.3” at end of sentence with “36.0”
30.1

	<p>VOLUME 3 OF 3</p> <p>JBCC</p> <p>THE CONTRACT</p>	<p>TENDER NO. RFP181/2024</p> <p>APPOINTMENT OF A CONTRACTOR TO UNDERTAKE THE CONSTRUCTION OF WORK PACKAGE 4: ASSOCIATED WITH THE CITY OF JOHANNESBURG 50-TON PER DAY BIODIGESTER PILOT PLANT AT ROBINSON DEEP LANDFILL SITE, JOHANNESBURG</p>
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SCC 31.9 Sub-clause 31.9 is hereby amended by the substitution of the words "seven (7) **calendar days**" in the first line by the words "thirty (30) **calendar days**"

SCC 31.12 Delete "Payment shall be subject to the **employer** giving the **contractor** a **tax** invoice for the amount due."

SCC 34.13 Delete the words in sub-clause 34.13 "subject to the **employer** giving the **contractor** a **tax** invoice for the amount due"

SCC 40.0 40 Clause 40 in respect of dispute settlement to be retained in its original form not applying the state clause amendments.

SCC 41.0 Clause 41 State Substitutions is amended as set out below with reference to sub-clause 41.1 or the original clause number stated therein.

In sub-clause 41.1.3 the definition for **CONSTRUCTION PERIOD** is amended to read:

CONSTRUCTION PERIOD means a duration of **16 (Sixteen) months** commencing from the period the contractor takes possession of the site to the date the certificate of practical completion is issued.

clause 39.2 to be amended as follows:

delete the third sentence and replace with the following:

"The **employer** shall pay the **contractor** all amounts due in terms of the contract for work completed at the date of termination or cancellation in terms of this clause 39.2, including retention money after deducting any amounts due to the **employer**. The **employer** will also return any guarantees still valid to the **contractor** after such cancellation."

Clauses 39.2.1 to 39.2.3 no clause

SCC 41.0 Add sub- clause 41.1.4

Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor, or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a stated date and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.

C1.2.2 CONTRACT SPECIFIC DATA

Part One - Data provided by the *Employer*

42.1.1 The Employer is the **Development Bank of Southern Africa Limited**

The address of the Employer is:

Address (physical): 1258 Lever Road, Headway Hill, Midrand, 1685

Address (postal): P.O. Box 1234, Halfway House, Midrand, 1685

Telephone: (011) 313 3911

Facsimile: (011) 313 3086

42.1.2 The Principal Agent: ***(Only to be inserted at contracting)***

Telephone: ***(Only to be inserted at contracting)***

Facsimile: ***(Only to be inserted at contracting)***

Electronic mail: ***(Only to be inserted at contracting)***

Address (physical): ***(Only to be inserted at contracting)***

Address (postal): ***(Only to be inserted at contracting)***


42.2.1 The Works to be carried out by the Contractor under this Contract comprise mainly the following:

- A. **Alterations and Demolitions**
- B. **Construction and Reporative Works**
- C. **Regulatory Compliance**

The main site may have an EPC contractor for the pilot plant and a general building contractor for associated building work, running concurrently.

The Works to be carried out by the Work Package 4: Civil and Building Works Contractor will comprise mainly of the following:

- Site Establishment.
- Alterations and demolitions.
- Construction and commissioning of management, administrative and operational buildings and structural upgrades to existing buildings.
 - Building 1 - Weigh Bridge Control Room (48m²).
 - Building 2 - Main Control Room (97m², double storey).
 - Building 3 - Waste Processing Building (existing building, refurbish and roof lifting).
 - Building 4 - Workshop Building (existing building 69m², refurbish steel structure).
 - Building 5 - Storeroom Building (existing building 69m², refurbish steel structure).
- Construction and commissioning of utilities connections.
 - Water, Sewer, Stormwater.
- Construction of external works.
 - Paved driveway and parking area, Concrete Hardstand, etc.
 - Weighbridge
 - Fencing

	<p style="text-align: center;">VOLUME 3 OF 3 JBCC THE CONTRACT</p>	<p>TENDER NO. RFP181/2024</p> <p>APPOINTMENT OF A CONTRACTOR TO UNDERTAKE THE CONSTRUCTION OF WORK PACKAGE 4: ASSOCIATED WITH THE CITY OF JOHANNESBURG 50-TON PER DAY BIODIGESTER PILOT PLANT AT ROBINSON DEEP LANDFILL SITE, JOHANNESBURG</p>
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42.2.2 The Works to be constructed are located in the area of jurisdiction of the City of Johannesburg Metropolitan Municipality


42.2.3 The Works or installations to be undertaken by direct contractors comprises Complete construction works. **Not applicable**

42.2.4 The Employer is an organ of State


- The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply.
- Lateral support insurance is not to be affected by the contractor
- Payment will be made for materials and goods
- Extended defects liability period will apply to the following elements: **Not applicable**

42.2.5 Possession of the site is to be given within **three days** of the contractor providing the employer with construction guarantees in accordance with the provisions of 14.0 and the Contract has been signed by both parties; provided that the Health and Safety File was approved by the Registered Construction Health and Safety Agent and that the Construction Work Permit was granted by Department of Labour.

42.2.6	The period for the commencement of the works after the contractor takes possession of the site is 7 working days
42.2.7	<p>For the works as a whole:</p> <p>The date for practical completion shall be (16) months from the Site Handover Meeting. Specific completion dates will be advised at project kick-off.</p> <p>The penalty per calendar day to be calculated as per the “Public Works QS 002 Procurement Documentation Guidelines for Building Contracts dated April 2014” formula on calculations of penalties up to a maximum of 10% of the contract value.</p> <p>Thereafter, the employer shall have a right during the identified delay period to intervene and accelerate the work or appoint a third party to assist or complete the works to reach practical completion at the planned period. The cost of the appointed third-party work shall be borne by the contractor. Notwithstanding the above, the employer shall be at liberty to terminate the contractor.</p>
42.2.8	For the works in sections: Not Applicable
42.2.9	The law applicable to the agreement shall be that of the Republic of South Africa.

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- 42.3.1** Contract works insurance is to be affected by the contractor for a sum not less than the **contract sum plus 10%.**
- 42.3.2** The supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association. (SASRIA)
- 42.3.3** Public liability insurance to be affected by the contractor for the sum no less than **R10 000 000.00 (Ten million rand)** with a deductible in an amount that the contractor deems appropriate.
- 42.3.4** Lateral Support insurance: Deemed Not Applicable
- 42.4.1** A waiver of the contractor's lien or right of continuing possession is required.
- 42.4.2** One copy of the construction documents is to be supplied to the contractor free of charge.
- 42.4.5** JBCC Principal Building Agreement are not to be included in the contract document.
- 42.4.6** CPAP shall only be applicable to works that progress to later than twelve (12) months from commencement date. Where the period is prolonged beyond the first twelve months due to the delay or non- performance by the employer, the CPAP shall be applicable; however, where the period is extended due contractor's failure to perform or delay caused by the contractor CPAP shall not be applicable. The contract value is to be adjusted using CPAP indices. The base month to be used to calculate CPAP is tender closing date. The value of the certificates issued shall be adjusted in accordance with the JBCC Contract Price Adjustment Schedules, from the thirteenth month of the works.
- 42.5.4** **The preliminaries amounts shall be paid in terms of Option A and the contractor shall not have the right to select Option B.**
- 31.3** The issue of an interim payment certificates shall be done no later than the **20th** of each month.
- 29.1.1** The contractor shall allow **Eleven (11) working days** during the contract period of seven (07) **months** for the adverse effect of weather conditions and shall not be entitled to a revision of the date for Practical Completion for delays suffered by adverse weather conditions.
- 14.5** The employer **will not** provide advanced payments against an advanced payment guarantee
- 14.2 and 14.4** The construction guarantee is to be a fixed guarantee. It is and shall be **10%** of the contract sum until practical completion and 5% until final completion.
- 40.0** Dispute resolution shall be by adjudication. Where a dispute arises, the parties shall within 10 calendar days, agree to an (one) adjudicator to adjudicate over the matter using

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the Association of Arbitrators Southern Africa Rules (as updated from time to time). Should the parties fail to agree to an adjudicator, the Party that raised the dispute shall refer the matter to the Association of Arbitrators Southern Africa for determination by adjudication. The chairperson for the time being of the Association of Arbitrators Southern Africa shall nominate an adjudicator on request from either party.

C1.2 CONTRACT DATA (Continued)

Part Two – Data provided by the *Contractor*

Statements given in all contracts

Completion of the data in full, is essential to create a complete contract.

- The *Contractor* is

Clause 42.5.1: Name
.....
The legal name of the Contractor.

Clause 42.5.1 [1.2]: Address
.....
.....
*The physical address, postal address, e-mail address and/or fax number
where the Contractor will receive notices.*

A condition of contract is that:

- a. The contractor shall achieve in the performance of the contract the **Contract Skills Development Goal** (established in the **cidb Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No 43495 of 3 July 2020**.
- b. The contractor shall achieve in the performance of the contract the **Contract Participation Goals** (CPG) relating to the engagement of targeted enterprises as established in the **cidb Standard for Indirect Targeting for Enterprise Development through Construction works Contracts Gazette Notice No 36190 of 25 February 2013**.

C1.3 CONSTRUCTION GUARANTEE

Pro-Forma JBCC Fixed On Demand Performance Guarantee

To: The Development Bank of Southern Africa Limited

Dear Sirs

Reference No. [●] *[Drafting Note: Guarantor/Bank reference number to be inserted]*

Performance Bond: *[Drafting Note: Name of Contractor to be inserted]*

Employer: Contract Reference - [●] *[Drafting Note: Contract reference number to be inserted]*

1. In this Guarantee

The following words and expressions have the following meanings:

- 1.1.1 “Guarantor” - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Guarantor to be inserted]* [●] **Financial Services Board Registration number**
- 1.1.2 “Guarantor’s Address” - means [●]; *[Drafting Note: Guarantor’s physical address to be inserted]*
- 1.1.3 “Contract” - means the written agreement entered into between the Employer and the Contractor on or about [●] [●] 201[●] (Contract Reference No. [●]), as amended, varied, restated, novated or substituted from time to time; *[Drafting Note: signature date and Contract reference number to be inserted]*
- 1.1.4 “Contractor” - means [●] a [●] registered in accordance with the laws of [●] with registration number [●]; *[Drafting Note: Name and details of Contractor to be inserted]*
- 1.1.5 “Employer” - means The Development Bank of Southern Africa Limited, a juristic person in terms of section 2 of The Development Bank of Southern Africa Limited Act, 13 of 1979;
- 1.1.6 “Expiry Date” - means the *date when the certificate of final completion for the whole of the works is issued to the Contractor*;
- 1.1.7 “this Guarantee” - means this document;
- 1.1.8 “This Guaranteed Sum” – means, subject to clause 4, the sum of [● - figure] ([● - words]) *[Drafting Note: Maximum aggregate Guarantee amount (not exceeding 10.0% of the total of the Prices as at the Contract Date) to be inserted] which amount will reduce with 50% when the Practical Completion certificate is issued until Final Completion.*
- 1.2 Words or expressions capitalized shall bear the same meaning as assigned to them under the Contract albeit that the Contract itself, and any terms as defined therein, are merely referenced for convenience and not to create an accessory obligation.

2. At the instance of the Contractor, the Guarantor hereby confirms that we hold the Guaranteed Sum at the disposal of the Employer, as security for the proper performance by the Contractor of all of his obligations in terms of and arising from the Contract, and hereby irrevocably and unconditionally both agree and undertake to pay to the Employer, on written demand from the Employer envisaged in paragraph 3 below and received prior to the Expiry Date, any amount or amounts as may be so demanded from time to time, subject to a maximum of the Guaranteed Sum in the aggregate.
3. A demand for payment under this Guarantee shall be made in writing at the Guarantor's address or by email to the following email [.....] and shall:
 - 3.1 state the amount claimed ("the Demand Amount");
state that the Demand Amount is payable to the Employer in the circumstances contemplated in the Contract:
4. The Guaranteed Sum may be reduced from time to time upon receipt by the Guarantor of the Employer's written certificate certifying the amount of such reduction and the Contractor's entitlement thereto under the Contract.
5. Notwithstanding the reference herein to the Contract the Guarantor acknowledges that:
 - 5.1 the liability of the Guarantor in terms hereof is as principal and not as surety and the Guarantor's obligation/s to make payment:
 - 5.1.1 is and shall be absolute and unconditional in all circumstances; and
 - 5.1.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever;
 - 5.2 the Employer shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting the Guarantor's liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract or termination of the Contract.
 - 5.3 should the Employer cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then the Employer shall be entitled to cede to such third party the rights of the Employer under this Guarantee on written notification to the Guarantor of such cession.
6. The Guarantor's obligations in terms of this Guarantee:
 - 6.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - 6.2 shall not be discharged and compliance with any demand for payment received by the Guarantor in terms hereof shall not be delayed, by the fact that a dispute may

exist between the Employer and the Contractor.

7. This Guarantee:

- 7.1 shall expire on the Expiry Date until which time it is irrevocable;
- 7.2 is, save as provided for in 5.3 above, personal to the Employer and is neither negotiable nor transferable;
- 7.3 shall be returned to the Guarantor upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 7.4 shall be regarded as a liquid document for, firstly, the purpose of demonstrating and/or determining the amount due by the Guarantor to the Employer and, secondly, obtaining any court order; and
- 7.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.

8. The Guarantor chooses the *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Guarantor's Address.

Signed at _____ Date _____

For and behalf of the Guarantor, which signatories by appending their signatures warrant that they are authorised to bind the Guarantor as above stated:

Guarantor Signatory 1: _____ Guarantor Signatory 2: _____

Name: _____ Name: _____

Capacity of Guarantor Capacity of Guarantor

Signatory 1: _____ Signatory 2: _____

Witness: _____ Witness: _____

(Printed Name of Witness) (Printed name of witness)

Guarantor's seal or stamp _____


PART 2: PRICING DATA

JBCC Principal Building Agreement, Edition 4.1 Code2101 March 2005, issued by the Joint Building Contracts Committee Inc. (including amendments).

Document reference	Title	No of pages
C2.1	Pricing Instructions	2
C2.2	Bill of Quantities	1
C.2.3	Amendments and Qualifications	1
	Total number of pages	4

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 Standardized Specifications for Civil Engineering Works.
 - b) 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, Edition 4.1, March 2005. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
3. Preliminary and general requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
4. 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).
5. The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Principal Agent and can be viewed at any time during office hours up until the completion of the works.
6. 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.
7. Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
8. 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 (Preliminaries) of the Bills of Quantities.
9. The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
10. The amount of the Preliminaries 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

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Preliminaries and any amount in respect of contract price adjustment provided for in the contract.

11. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
12. The amount or items of the Preliminaries 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).
13. Where no provision is made in the Bills of Quantities to indicate which of the three categories will 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.
14. The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries 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.

C2.2 BILL OF QUANTITIES

Use this page as a cover page to the *Contractor's Bill of Quantities*.

- 1) Tenderers are to ensure that adequate provision for the health and safety measures have been and provided detailed breakdown in the *Bill of Quantities*, as required by the Department of Labour.
- 2) The PDF/ original format *Bill of Quantities* must be populated by hand in black ink and will be the document used for evaluation purposes.
- 3) Tenderers are also required to electronically populate the Excel format and add to the required electronic Drive with your submission. This will be used to support verification of pricing errors.

I, _____ of _____,
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to requirements as set out in C2.2 and warrant that the documents submitted are true and accurate.

(Signature)

(Date)

C2.3 ~~AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES BY TENDERER~~

~~Subject to condition stated in Tender Data:~~

~~Use this page as a cover page to the *Amendments, Qualifications and Alternatives by Tenderer*~~

BILL OF QUANTITIES FOR COJ BIODIGESTER CIVIL AND BUILDING WORKS

MAIN SUMMARY PAGE

ITEM	PROJECT NAME	AMOUNT (INCL VAT)
1	COJ BIODIGESTER PILOT PLANT WP4: CIVIL AND BUILDING WORKS	
TOTAL TO BE CARRIED FORWARD TO FORM OF OFFER		

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	Project Specifications	12
C3.2	Particular Specifications	1
C3.3	Drawings(list of all drawings)	4
	Total number of pages	18

Contents

1. DESCRIPTION OF THE WORKS.....	31
2. DRAWINGS	33
3. PROCUREMENT	33
4. CONSTRUCTION	33
5. MANAGEMENT	36

C3.1 PROJECT SPECIFICATIONS

1. DESCRIPTION OF THE WORKS

1.1. Employer's objectives

The Development Bank of Southern Africa (DBSA) entered a partnership and concluded a Memorandum of Agreement (MoA) with the City of Johannesburg (CoJ) and University of Johannesburg (UJ) in June 2018. The aim of this MoA is to carry out the full implementing agent role for contracting and managing the design, construction, installation, commissioning, and subsequent operations and maintenance of the CoJ Biodigester Plant on behalf of the City of Johannesburg.

The amount of waste which is being generated in the CoJ continues to escalate due to significant growth, both in population as well as in the average income of the Gauteng residents. At this point in time, existing landfills are running out of airspace at a rapid rate and the development of new landfill sites is difficult because there is a scarcity of suitable land within the jurisdiction of the CoJ. By far the largest landfill in the CoJ jurisdiction is Robinson Deep Landfill operated by PIKITUP.

A large portion of this waste is biodegradable as it is organic in nature. A feasibility study done by the UJ in 2011 showed that some of waste streams within the city lend themselves to separation at source and can easily produce a clean organic waste stream that can be utilized in an anaerobic digestion process to produce biogas. It was established that the Johannesburg Fresh Produce Market (JFPM) is such a producer of relatively clean (>95%) organic waste and typically generates on average more than 50 tons per day.

In 2018 the design and development for such a biogas facility was initiated with the initial target processing capacity to be less than the threshold amount required for a full Environmental Impact Assessment (EIA), but adequate for a sizeable commercial scale demonstration plant. Potential uses for the biogas considered initially during the feasibility stage where: production of heat, production of electricity, and/or production of biomethane. The use of waste heat and other renewable sources for integrated power use was also investigated and incorporated.

The primary objective is to procure the services of a suitably experienced contractor to execute construction of the **Work Package 4: Civil and Building Works associated with the 50-ton Biodigester Pilot Plant**. The contractor will report and provide support to the Employer regarding the implementation of the project.

The contractor will also be responsible for the Health and Safety compliance, building regulations standards compliance, scheduling and estimation, quality control and assurance, and refurbishment, warranty and guarantees as detailed in the Tender Scope.

1.2. Overview of the scope

The Client wishes to appoint a contractor (**CIDB Grade 7 GB or higher**) for the construction of **Work Package 4: Civil and Building Works** associated with the COJ Biodigester 50-ton Pilot Plant in Robinson Deep Landfill Site, Johannesburg. It is expected that the successful bidder will work within Occupational Health and Safety Regulation to adhere to safety and achieve completion (in accordance with the JBCC PRINCIPAL BUILDING AGREEMENT, Edition 4.1 CODE 2101 MARCH 2005 and, if applicable, any other legislation or special conditions of contract. The following scope (including but not limited to):

- A. **Alterations and Demolitions**
- B. **Construction and Reporative Works**
- C. **Regulatory Compliance**

The main site may have an EPC contractor for the pilot plant and a general building contractor for associated building

work, running concurrently.

The Works to be carried out by the Work Package 4: Civil and Building Works Contractor will comprise mainly of the following:

- Site Establishment.
- Alterations and demolitions.
- Construction and commissioning of management, administrative and operational buildings and structural upgrades to existing buildings.
 - Building 1 - Weigh Bridge Control Room (48m²).
 - Building 2 - Main Control Room (97m², double storey).
 - Building 3 - Waste Processing Building (existing building, refurbish and roof lifting).
 - Building 4 - Workshop Building (existing building 69m², refurbish steel structure).
 - Building 5 - Storeroom Building (existing building 69m², refurbish steel structure).
- Construction and commissioning of utilities connections.
 - Water, Sewer, Stormwater.
- Construction of external works.
 - Paved driveway and parking area, Concrete Hardstand, etc.
 - Weighbridge
 - Fencing

In addition, the above the scope will include but not be limited to:

- Installation of Civil, Mechanical and Electrical services.
- General building finishes.
- Refer to Annexure D, bill of quantities.
- Refer to tender drawings.

C3.4 DELIVERABLES

Deliverables per stage

Full execution and oversight of the construction works: provide services related to the Work Package 4: Civil and Building Works contract.

The services expected include, but not limited to, the following:

Stage 5: Works

- Attendance of briefing meeting.
- Set-up and signing of DBSA- Contractor contract.
- Obtain site occupancy certificate
- Perform a building checklist before construction.
- Facilitate sustained development facilitation and attainment of set socio-economic objectives of project,
- Ensure compliance to OHSA, Environmental and all applicable regulations.
- Provide monthly progress reports.
- Conduct monthly Occupational Health and Safety Inspections and Audits.
- Prepare schedules of predicted cash-flow.
- Attend regular site, technical, steering committee, and progress meetings.
- Execute works and inspect for conformity to compliance and design intent.
- Establish and maintain a financial control system.
- Prepare valuation claims. Progressive and draft final accounts.
- Provide contractor fabrication / shop drawings.
- Issue operation and maintenance manuals, guarantee certificates, and warranties.

- Arrange for the delivery of all test certificates, including electrical certificates of compliance, statutory and other approvals, as-built drawings, and operating manuals.
- Manage scope change if required.
- Prepare pro-active estimates of proposed variation for client-decision making.
- Prepare, submit, and implement a complete quality control program including a quality assurance plan including ensuring testing and quality control for conformity with specification and standards.
- Provide information for reports as required.
- Achieve Practical completion and attend defects lists.
- Assist Professional Service Providers (PSP's) to prepare as built drawings.

Stage 6: Handover

- Finalise and assemble record information which accurately reflects the infrastructure that is acquired, rehabilitated, refurbished, or maintained.
- Hand over the works and record information to the user organisation and if necessary, train end user staff in the operation of the works.
- Stage 6 is complete when the Handover/Record Information Report is approved.

Stage 7: Close out

- Record information is archived.
- Attend to Defects during defects liability period and obtain final completion in terms of the contract.
- Stage 7 is complete when the Close-Out Report is approved.

Development facilitation

- The Contractor is expected to engage meaningfully and intensively with stakeholders such as the local community leadership, the DBSA, City of Johannesburg, Governing Bodies, Deed Office, Provincial Treasury, Municipalities, Eskom, Local Community Structures, etc., for the purpose of obtaining buy-in, support, additional relevant documentation, policies, norms and standards, strategic plans, Departmental perspectives, resolution of issues, etc. The development facilitation will entail execution of the charter according to the process set out by DBSA and COJ as identified by the client and will comprise the following:
 - Identification of relevant stakeholders and analysis thereafter.
 - Conduct and record on workshops with identified stakeholders and obtain buy-in.
 - Developing a draft development charter/project charter.
 - Conduct a second round of workshops to ensure that all inputs are included.
 - Presentation of the final development charter.
 - Signing of development charter/project charter.
 - Working with the established project steering committee during implementation of the project.
 - Determine the availability of data, drawings and plans relating to the project by collecting and studying all necessary data (previous planning and implementation work) and information relevant to this study.

Mandatory Requirements and General Specifications

- 1.1. In this section C3.2 the term client shall have the meaning ascribed to the term Employer in terms of the JBCC PRINCIPAL BUILDING AGREEMENT, EDITION 4.1 CODE2101 MARCH 2005 AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT,

The DBSA as an Implementing Agent will do the following for the remaining period of the contract:

- Procure, appoint a Contractor
- Facilitate briefing session
- Evaluate bids and make recommendations,
- Manage and supervise the works by the Contractor during implementation

- Conduct regular meetings with the Contractor
- Report at regular meetings held by COJ
- Conduct site inspections during construction
- Continuous engagement with the relevant stakeholders
- Close the programme

Definition of pricing

- The Bidder / Supplier / Contractor must quote in full for the construction of the **Work Package 4: Civil and Building Works** associated with the COJ Biodigester 50-ton Pilot Plant.
- The Bidder / Supplier / Contractor must price for connection of all services from the point at which the employer such indicates the connection point during construction. Such prices must include electrical cabling, water pipes, and sewerage pipe.
- The Bidder / Supplier / Contractor must price for all regulatory cost requirements including registration of project with Department of Labour, Municipalities, Eskom, and others.

Contract management

The bidder must price for all contract management responsibilities, construction health and safety requirements.

Compliance to municipal bylaws – issuing of occupation certificate

The Bidder / Supplier / Contractor shall liaise with local municipalities to seek all permits for intended use within 1 weeks after appointment.

The Bidder / Supplier / Contractor shall develop and submit safety management plans to respective regulatory bodies within 1 weeks after appointment.

CONDITIONS OF BIDDING AND FORMS OF CONTRACT


- The bidder is responsible for all designs and costs associated with the preparation of their bid submission.
- The bidder shall not have any claims for costs reimbursements should their bid not be successful.
- All bids received shall be deemed in whole that they have considered all permutation for delivering the project / product is requested by the employer.
- The bidder must support their bid offer price with a detailed bill of quantities for ease of evaluation, and work management. The attached bill of quantities is for information purposes only. It is the bidder's responsibility to verify the information included in the bill of quantities supplied and inform the DBSA if they detect discrepancies.
- The bidder's works and specifications shall comply to all Legislations and Regulations associated to the construction industry
- The employer reserves the rights to renegotiate the prices and conditions offered by the bidder.
- All bids shall be received as the stipulated date and time of bid submission
- The employer shall provide access to the site earmarked for development
- The employer shall not pay for any deposit prior to commencement of works by successful bidder
- All payments for the contractor shall be payable as per the conditions of contract or where sectional completion is applicable, the supplier shall submit their claims after approval of

- works deemed complete by the employer.
 - The successful bidder is expected to conclude and sign the service level agreement prior to commencement of the contract.
 - Should both the bidder and employer not reach agreement with respect to content, context, and legal framework of Service Level Agreement, the employer reserves the right to withdraw the appointment.
- 1.2. The Contract to be used for the **construction** of the works shall be THE JBCC PRINCIPAL BUILDING AGREEMENT, EDITION 4.1 CODE2101 MARCH 2005 AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

1.3. Occupational Health and Safety

The Contractor needs to comply with the following legal requirements:

- Occupational Health and Safety Act, 85 of 1993, Edition 24 (latest edition)
- Code of Practice: Managing exposure to SARS-CoV-2 in the workplace
- Annexure A - DBSA Occupational Health and Safety Baseline specification
- Annexure B - DBSA Baseline Risk Assessment;
- Annexure C - Safety, Health, Environment and Quality Policy.


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C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to the contract and are separately bound in hereafter.

PARTICULAR SPECIFICATION	PAGE NO.
POHS: HEALTH AND SAFETY BASELINE SPECIFICATION	Annexure A
B/RA: BASELINE RISK ASSESSMENT	Annexure B
SHEQ : DBSA SHEQ POLICY	Annexure C

Services

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Before any work commences, the Contractor shall contact all private owners or public authorities controlling services so that they may, either protect, move or relocate any service as required, or confirm that all such work has been completed.

Payment will not be made for any inconvenience caused to the Contractor in regard to any services crossing the site or any authority working on or relocating any such services, nor will any delays caused by such work or relocation be accepted as a basis for claiming an extension of time for completing the works.

All known existing services and those services which require relocation and protection, are shown on the service plans. The Contractor's attention is drawn to the fact that such services information is based on information supplied by others, and the accuracy and completeness of this information has not been confirmed. The Contractor must therefore be required to proceed with extreme caution in order to avoid damage to existing services. Before commencing any work in the vicinity of services, the Contractor shall contact the relevant service authorities for assistance in locating the exact position of the services and where necessary the Contractor shall accurately locate the services by careful hand excavation.

In general, the Principal Agent may call upon the Contractor to re-excavate trenches previously dug and backfilled by others where in the opinion of the Principal Agent 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 terms of the works.

Accommodation of Traffic

The Contractor is to liaise with the City of Johannesburg with regards to any temporary road closures as required during this contract.

Accommodation of traffic during construction shall be undertaken to the requirements and details provided by the Principal Agent.


Coordination with Other contractors

Other contractors, who are engaged in the construction of similar works, could be working within the sites of the Contractor. The Contractor will be required to provide all necessary assistance to them, and to liaise with them in respect of their programme in order to avoid any delays to either contract. See clause 5.6.6 of the Contract Data.

Setting Out of Works

Whilst surveys have been carried out of the site, and the designs based on such surveys, it is the responsibility of the Contractor to recheck all the benchmarks and protect the benchmarks from damage at the start of the contract. It is the Contractor's responsibility to set out the Works and any discrepancies in the design or setting out shall be identified and brought to the attention of the Principal Agent promptly so they can be corrected before any abortive expenditure is incurred.

Location of the works

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The Works to be constructed are located in the area as stated below. Refer to C4 – Site information for locality map.

ITEM	PROJECT DESCRIPTION	LATITUDE	LONGITUDE
1	CONSTRUCTION OF WORK PACKAGE 4: ASSOCIATED WITH THE CITY OF JOHANNESBURG 50-TON PER DAY BIODIGESTER PILOT PLANT AT ROBINSON DEEP LANDFILL SITE	26°13'51.0"S	28°02'31.4"E

- Locality Map: *refer to C4.1*

a. Occupational Health and Safety

The contractor needs to comply with the following legal requirements:

- Occupational Health and Safety Act, 85 of 1993, Edition 24 (latest edition) and the Construction Regulations, 2014;
- Code of Practice: Managing exposure to SARS-Cov-02 in the workplace
- Annexure A – DBSA Occupational Health and Safety Baseline specification
- Annexure B – DBSA Baseline Risk Assessment
- Annexure C – Safety, Health, Environment and Quality Policy.

2. DRAWINGS

Refer to C3.3 (Drawing Folder) for applicable drawing list.


3. PROCUREMENT

3.1. Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preference schedule.

It is important to note that there should be 30% mandatory local subcontracting. Any appointment that are to be made in respect of the 30% local sub-contracting must be submitted to the DBSA Construction Project Manager for approval.

4. CONSTRUCTION

	<p style="text-align: center;">VOLUME 3 OF 3</p> <p style="text-align: center;">JBCC</p> <p style="text-align: center;">THE CONTRACT</p>	<p>TENDER NO. RFP181/2024</p> <p>APPOINTMENT OF A CONTRACTOR TO UNDERTAKE THE CONSTRUCTION OF WORK PACKAGE 4: ASSOCIATED WITH THE CITY OF JOHANNESBURG 50-TON PER DAY BIODIGESTER PILOT PLANT AT ROBINSON DEEP LANDFILL SITE, JOHANNESBURG</p>
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4.1. Applicable SANS 2001 standards for construction works.

The following parts of SANS 2001 Construction works standards and associated specification data are applicable to the works:

- 1) SANS 2001BE1 – Earthworks
- 2) SANS 2001BS1 – Site Clearance
- 3) SANS 2001CC2 – Concrete works
- 4) SANS 2001CG1 – Glazing works
- 5) SANS 2001CM1 – Masonry works.
- 6) SANS 2001CS1- Structural steel works
- 7) SANS 2001CT2 – Structural timber works
- 8) SANS 2001DP1 – Earthworks for buried pipelines and prefabricated culverts
- 9) SANS 2001DP2 – Medium pressure pipes
- 10) SANS 2001DP3 – Cable ducts
- 11) SANS 2001DP4 – Sewers
- 12) SANS 2001DP5 – Storm water drainage
- 13) SANS 2001DP6 – Belowground water installations
- 14) SANS 2001EM1 – Cement plaster


The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

4.2. Applicable national and international standards

- Standardized Specifications for Civil Principal Agent Construction SANS 1200
- The National Building Regulations SABS0400
- Construction and Management Requirements for Works Contracts SANS1921-1
- Targeted Construction Procurement SANS1914-4 4.

4.3. Local Employment Generation

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4.3.1 The DBSA 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 country.

4.3.2 General Labour minimum targets

It is mandatory that tenderers/bidders employ the minimum stipulated personnel on the contracts for the local community where the project is being implemented. This employment is outside the existing employees of the tenderers/bidders .
For the general labour force, the minimum number of people to be employed for the duration of the Project will be calculated from the formula below.

$$\text{Number of Employees} = 4 * \left[\frac{(\text{Contract Value in Rand})}{R1,000,000} \right]$$

4.3.3 Tenderers are to also note that it is an explicit condition of this tender that all unskilled labourers on the project is to be employed from the local community. The Contractor is therefore expected in general to maximise the involvement of the local community.
Take note that the local labour employed must not be paid lower than the minimum approved Municipal rates in that district or area.

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

4.4 SMME


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

~~A minimum of 30% of the value of the work must be sub-contracted to SMME linked with a clear plan of how the contractor will capacitate the sub-contractor to advance.~~

Where SMMEs are sufficiently resourced, 10% of the value of the work must be subcontracted. Where SMMEs have insufficient resources to execute the proposed works as a complete package the Contractor may conclude contracts on a management/labour basis in which event a minimum of 5% of the value the works is to be subcontracted. The onus is on the Contractor to prove to the employer that no fully fledged SMMES are active in the area of the project.

Regarding procurement of materials, local is hereby defined as the Municipality in which the project(s) is/are located which is City of Johannesburg Metropolitan Municipality.

The minimum target for materials sourced locally is 30% of the contract value.

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SIGNATURE: _____
(Authorised Person)

DATE: _____

4.5 **Specific provisions pertaining to SANS 1914-4**

4.6 **Definitions**

Targeted enterprise:

An enterprise which has its sole office of head office located within the Target Area

Targeted labour:

Unemployed persons who are employed as local labour on the project.

4.7 Certification by recognized bodies

Not Applicable

4.8 Plant and materials provided by the employer

Not Applicable

4.9 Services and facilities provided by the employer

Not Applicable

4.10 Plant and equipment

The plant and equipment used on the site shall not be inferior to that described in the Schedule of Plant and Equipment.

5. MANAGEMENT

1.1. SANS 1921 standards


The SANS 1921 Construction works standards and associated specification data are applicable to the works:

The abovementioned South African National Standards make several references to the Specification Data for data provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.


The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General
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Principal Agenting and construction works

Clause	Specification data
Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible
4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.2.2	The structural Principal Agent is: To be confirmed
4.3.1	<p>The planning, programme and method statements are to comply with the following:</p> <ol style="list-style-type: none"> 1) Program to be submitted in Microsoft Project format 2) Gantt chart to indicate critical path and progress 3) Gantt chart to be updated before monthly site meeting
4.3.3	The notice period for inspection is 2 Days
4.9.3	The trees and shrubs which are not to be disturbed are to be identified on site. Where possible, the disturbance of trees should be avoided.
4.14.3	<p>The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:</p> <ol style="list-style-type: none"> 1) Site office which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m² in area and 3 m high, be ventilated, have good lamination, must be reasonably sound proof, and have a hard floor construction. It shall be furnished with a desk on which drawings can be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings. (Minimum 15-seater) 2) The following facilities will be supplied to the employer's representatives: <ul style="list-style-type: none"> - 15 Hardhats for employer's representatives visiting the site - 15 Safety (High visibility) jackets for employer representatives visiting the site - 15 sets of safety Goggles - 15 sets of earplugs (when applicable) - 15 sets of masks (when applicable)
4.14.5	The Contractor is required to provide latrine and ablution facilities for the exclusive use of the

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	professional team and client
4.14.6	<p>The requirements for the provision and erection of separate sign boards for consultants and subcontractors are:</p> <p>1) See Bill of Quantities.</p>
4.17.1	<p>The requirements for the termination, diversion or maintenance of existing services are:</p> <p>1) See Civil Drawings</p>
4.17.3	<p>Services which are known to exist on the site are:</p> <p>1) Water network.</p> <p>2) Electricity reticulation, sub-surface and over head</p> <p>3) Sewer Network</p>
4.17.4	<p>The requirements for detection apparatus are:</p> <p>1) Communication with Department of Health officials.</p>

Additional clauses

<p>1 Site meetings and procedures</p> <p>The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.</p> <p>The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contracts working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.</p> <p>2 Water and electricity</p> <p>The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:</p> <p>a) Water : A</p> <p>b) Electricity: A</p>
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Service	Option		
	A Contractor responsibility	B Employer responsibility	C
Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water consumed.
Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / ESKOM for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary electrical connections to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for costs associated with all electricity consumed.

The following temporary services is the responsibility and will be supplied by the contractor:

- Security
- Sewer services in the form of temporary toilets
- Waste disposal facility

SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities which are to be performed by hand.

Clause	Specification Data
Essential Data:	
5.1	The depth of trenches which are to be excavated by hand is 700mm.

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Additional clauses:

1	<p>Stone pitching and rubble concrete masonry</p> <p>All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, shall be collected, loaded, off loaded and placed by hand.</p> <p>Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.</p> <p>Grout shall be mixed and placed by hand.</p>
2	<p>Manufactured Elements</p> <p>Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.</p>

SANS 1921-6, Construction and management requirements for works contracts – Part 6: HIV/AIDS awareness.

4.2.1(a)	<p>A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field.</p> <p>A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel 011-265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za.</p>
4.2.1(a)	<p>The HIV/AIDS awareness programme is to be repeated at four-month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract.)</p>

Additional clauses


	<p>The duration of each workshop is not to be less than 2 ½ hours.</p>
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a. Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 1 days after rain that is considered to justify an extension of time occurs.

b. Unauthorised persons

The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any persons except guards be allowed to sleep on the building site.

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c. Management meetings

A Schedule of meetings will be agreed with the contractor.

d. Daily records

The Contractor is instructed to keep a set of signed off daily diaries with specific detail relating to site works.

e. Payment certificates

Payment Certificates will be done as per Clause 31.0 of the JBCC Principal Building Agreement Edition 4.1 March 2005. Payments will not be processed unless all the required job creation statistics and all supporting information is attached to the claim for payment.

f. Job statistics/targeted labour


The contractor must provide monthly statistics to the DBSA indicating the number of new jobs created through this contract. This statistic **must be provided with each monthly payment certificate** using the electronic prescribed format, which will be provided by the Project Manager of this project to the successful bidder.

5.7.1 Training of targeted labour (non-accredited training)

- a) The Contractor shall provide all the necessary on-the-job training to targeted labor to enable such labor to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- b) The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.
- c) The Contractor shall do nothing to dissuade targeted labor from participating in training programmes.
- d) Proof of compliance with all the requirements must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

5.7.2 Employment of local labour

- a) It is the intention that this Contract should make maximum use of the local labor force that is presently unemployed. To this end the Contractor shall limit the utilization on the Contract of non-local employees to that of key personnel only and to employ and train local labor to the extent necessary for the execution and completion of this Contract.
- b) The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations thereof

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from shall be subject to the prior approval of the Principal Agent, which approval shall not be unreasonably withheld.

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


5.7.3. DECANTING PLAN

Where temporary decanting structures are required in terms of the Site Development Plan (Refer Section C), such structures shall be constructed in accordance with drawings provided by the professional team at the start of the project and before work commences on buildings in use. The Contractor shall programme the works in such and submit the programme to the Professional Team for approval of the sequencing of the works.

C3.2 PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

PARTICULAR SPECIFICATION	PAGE NO.
SMALL CONTRACTOR DEVELOPMENT – PART A	14
POHS: HEALTH AND SAFETY BASELINE SPECIFICATIONS	Refer to OHS Folder

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B/RA: BASELINE RISK ASSESSMENT
SHEQ POLICY

Refer to OHS Folder SHEQ: DBSA
Refer to OHS Folder

PART A: SMALL CONTRACT DEVELOPMENT

A1. SCOPE

This part provides the procedures that relate to the Contractor implementing the Employer's policies and initiatives, enabling the Employer to realise its social and development objectives through the participation of Targeted Enterprises and Labour in the construction of the Works. The approach adopted enables the delivery of a wide range of social and economic deliverables, including the employment of local resources, employment opportunities for labour enhanced works, business opportunities, enterprise support and development programmes, and skills development.

The participation of Targeted Enterprises and Labour, measured in monetary terms, is specified as a contract participation goal by the Employer, for the Contractor to achieve.

A2. DEFINITIONS

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

A2.1 **"Black People"** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003), and the Broad-Based Black Economic Empowerment Amended Act, 2013 (Act No 46 of 2013).

A2.2 **"Contract Participation"** means a process whereby the Employer sets a target to achieve its social and development objectives through the participation of Targeted Enterprises and Labour in the construction of the Works.

A2.3 **"Contract Participation Goal (CPG)"** means the value of goods, services and works for which the Contractor contracts Targeted Enterprises and Labour exclusive of any value added tax which the law requires the Employer to pay to the Contractor, expressed as a percentage of the Contract Price (adjusted to exclude penalties and value added tax).

A2.4 **"EME"** means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003).

A2.5 **"Military Veteran"** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No 18 of 2011).

A2.6 **"people with disabilities"** has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No 55 of 1998).

A2.7 **"Project Management Team (PMT)"** means a team established at the commencement of the contract, comprising a representative from each of the Employer, the Employer's Agent and the Contractor, that will be responsible for various functions related to the implementation of the Contract Participation process.

A2.8 **"QSE"** means a qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003).

A2.9 **"Target Area"** means the geographic area stated in the Contract Data.

A2.10 **"Targeted Enterprise"** means an entity to which the Contractor subcontracts a percentage of the contract value as a condition of contract and which is:

- (i) an EME or QSE which is at least 51% owned by black people;
- (ii) an EME or QSE which is at least 51% owned by black people who are youth;
- (iii) an EME or QSE which is at least 51% owned by black people who are women;
- (iv) an EME or QSE which is at least 51% owned by black people with disabilities; or
- (v) an EME or QSE which is at least 51% owned by black people who are military veterans.

A2.11 **“Targeted Labour”** means individuals, employed by the Contractor and subcontractors in the performance of the contract, who permanently reside in the target area or who are recognised as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area, and excludes any labour employed by suppliers and manufacturers.

A2.12 **“Youth”** means persons between the ages of 18 and 35.

A3. CONTRACT PARTICIPATION

A3.1 Objective

In order for the Employer to realise its social and development objectives, the Contractor is required to provide business and labour opportunities through the participation of Targeted Enterprises and Labour in the construction of the Works. The participation of Targeted Enterprises and Labour, measured in monetary terms, is specified by the Employer as a contract participation goal, for the Contractor to achieve.

A3.2 Contract Participation process

The Contractor shall engage Targeted Enterprises and Labour in the performance of the contract to the extent that the total monetary value of such engagements exclusive of any value added tax, expressed as a percentage of the Contract Price (adjusted to exclude penalties and value added tax), is not less than the Contract Participation Goal specified in the contract.

A3.2.1 Contract Participation plan

The Contractor shall submit to the Employer's Agent details of his plan to achieve the Contract Participation Goal with his initial programme in terms of which he will carry out the Works. The Contract Participation plan shall be submitted with all subsequent adjusted programmes. The tender process for the procurement of Targeted Enterprise subcontractors shall be indicated on the programme.

The Contract Participation plan shall indicate the expected delivery dates of goods provided by Targeted Enterprises, and the commencement and completion dates of work and services to be performed by all the Targeted Enterprises and Labour engaged on the contract for the purpose of securing credits towards the Contract Participation Goal.

The information contained in the Contract Participation plan facilitates, in the first instance, the monitoring by the Employer's Agent of the performance of the Contractor in terms of his Contract Participation Goal obligations and, in the second instance, the making of any adjustments by the Contractor to compensate for quantitative underruns, the elimination of items contracted to Targeted Enterprises or Labour, or any other reason beyond the Contractor's control which may be acceptable to the Employer

A3.2.2 Targeted Enterprises

The Contractor shall engage Targeted Enterprises comprising subcontractors and suppliers directly or indirectly in the performance of the contract. Prior to such Targeted Enterprises being engaged, the Contractor shall submit to the Employer's Agent documentation in a form approved by the Employer's Agent, to confirm that the enterprise satisfies the eligibility criteria for recognition as a targeted enterprise.

The Contractor shall enter into written contractual agreements with all the Targeted Enterprises, in a form approved by the Employer's Agent. Copies of such agreements and the written acceptance thereof shall be submitted to the Employer's Agent.

In the case of Targeted Enterprise subcontractors, only those subcontractors procured through a tender process as specified in clause B6 Tender Process for Targeted Enterprise Subcontractor Procurement, shall qualify to have their contribution count towards the Contract Participation Goal.

The Contractor may not subcontract more than 25% of the Contract Price to Targeted Enterprises whose B- BBEE status level of contributor is lower than the Contractor's.

A3.2.3 Targeted Labour

The Contractor shall engage Targeted Labour directly or indirectly in the performance of the contract. It is a requirement of the contract that such Targeted Labour be engaged by means of a written contract, in a form approved by the Employer's Agent.

The requirements for the engagement of such Targeted Labour is that labour should be sourced from the area where the project is located.

A3.3 Contract Participation Goal

The Contract Participation Goal comprises two targets, namely subcontracting of the Works to Targeted Enterprises, and employment of Targeted Labour. The Contract Participation Goal targets are stated as a percentage unit of measure in the Contract Data, for the Contractor to achieve to the extent that the total monetary value of such subcontracting and employment engagements exclusive of any value added tax, expressed as a percentage of the Contract Price (adjusted to exclude penalties and value added tax), are each not less than the respective Contract Participation Goal target stated in the contract.

A3.3.1 Monthly submission of supporting documentation

The Contractor shall prepare and submit on a monthly basis to the Employer's Agent in a form approved by the Employer's Agent, the following:

- (i) a brief report which describes the commercially useful functions performed by the Targeted Enterprises and Labour in the performance of the contract, both during the interim period and on a cumulative basis;
- (ii) a schedule reflecting the estimated total value of the contracts, the cumulative value of the contracts, and the value of goods provided, and work and services performed over the period for which payment is claimed with respect to each and every Targeted Enterprise; and
- (iii) a schedule which lists the names, identity numbers, gender, trade/occupation, period of employment, employment number and the like, as directed by the Employer's Agent, together with the respective wage rates payable in respect of Targeted Labour, including the monetary value of wages paid both on a cumulative basis and over the period for which payment is claimed.

Should random inspections conducted by the Employer's Agent on Targeted Enterprise and Labour activities indicate that such Targeted Enterprises and Labour are not performing in accordance with the requirements of the contract, the Contractor shall provide, in addition to the monthly reporting requirements, separate weekly resource returns and any other relevant information with respect to such Targeted Enterprises and Labour in a form approved by the Employer's Agent.

A3.3.2 Contract Participation Goal credits

A3.3.2.1 Granting of credits

The Employer's Agent shall certify the value of the credits counted towards the Contract Participation Goal whenever a claim for payment is issued to the Employer, and shall notify the Contractor of the amount. The value of the credits counted shall not include any expenditure on Goods and Labour which forms part of the monetary value of the contributions made by Targeted Enterprise subcontractors.

Credits towards the Contract Participation Goal shall be granted by converting the value of the following (including contract price adjustment and rise/fall on special materials, but excluding value added tax) to a percentage of the Contract Price (adjusted to exclude penalties and value added tax), as relevant:

- (i) subcontracting CPG:
 - the total monetary value of the contributions made by Targeted Enterprise subcontractors in fulfilling contractual obligations; and
 - expenditure on Goods required for the contract, which are obtained from Targeted Enterprise suppliers.
- (ii) employment CPG:
 - the total monetary value of wages paid to Targeted Labour.

A3.3.2.2 Denial of credits

No credits shall be granted should the Contractor make a direct payment to a supplier or manufacturer on behalf of a Targeted Enterprise when such payment is recovered by making deductions from payments to the Targeted Enterprise in connection with the contract; or should the Contractor fail to enter into a written agreement with the relevant Targeted Enterprise.

In addition, credits claimed towards the Contract Participation Goal shall be denied where written contractual agreements contain any of the following:

- (i) a right to set off in favour of the employing Contractor not provided for by law;
- (ii) authoritarian rights given to the employing Contractor or his agent, with no recourse to independent adjudication in the event of a dispute arising;
- (iii) payment procedures based on a pay-when-paid system;
- (iv) a dispute resolution process which does not include inexpensive alternative dispute resolution procedures, such as mediation or adjudication, but which only makes use of formal proceedings such as arbitration or litigation; or
- (v) conditions which are more onerous than those which exist in the main contract.

Credits shall be denied should Targeted Enterprises not adhere to statutory labour practices or fail to perform commercially useful functions.

A3.3.3 Contract Participation Goal evaluation

The Contractor shall, upon completion of each individual Targeted Enterprise's contract, issue a completion certificate and certify the amount paid to such Targeted Enterprises. The Contractor shall submit the certificates, counter-certified by the relevant Targeted Enterprises, to the Employer's Agent for record-

keeping purposes. The Contractor shall furnish justification to the Employer's Agent whenever it is not possible to obtain such counter-certification.

The Contractor shall, upon termination of the services of the individuals classed as Targeted Labour engaged in activities relating to the performance of the contract, certify the amount paid to such individuals and submit the certificate, counter-certified by the relevant individual, to the Employer's Agent for record-keeping purposes. The Contractor shall furnish justification to the Employer's Agent whenever it is not possible to obtain such counter-certification.

On completion of the contract, the Employer's Agent shall determine the final credits to be granted towards the Contract Participation Goal targets, by converting the value of credits (including contract price adjustment and rise/fall on special materials, but excluding value added tax) to a percentage of the Contract Price (adjusted to exclude penalties and value added tax)

A3.3.4 Sanctions

In the event that the Contractor fails to substantiate that any failure to achieve any of the Contract Participation Goal targets, is due to quantitative underruns, the elimination of items contracted to Targeted Enterprises, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a financial penalty. The subcontracting financial penalty shall be calculated as follows:

$$P = 0,05 \times [(D - D_o)/100] \times C_A$$

where

D is the Contract Participation Goal percentage
D_o is the Contract Participation Goal percentage which the Employer's Agent certifies, based on the credits passed, as being achieved upon completion of the contract
C_A contract amount which is the Contract Price (adjusted to exclude penalties and value added tax)
P is the monetary value of penalty payable

The evaluation of the Contractor's achievement of the Contract Participation Goal for the subcontracting of the Works to Targeted Enterprises, shall be undertaken monthly by the Employer's Agent based on the accumulative achievements in comparison to the programmed utilisation of Targeted Enterprises, as a means of monitoring the Contractor's performance in achieving the Contract Participation Goal.

Failure by the Contractor to achieve the Contract Participation Goal target by the time of Practical Completion, shall result in the financial penalty being applied as prescribed in this clause. The Employer's Agent shall make a final determination of the Contractor's achievement of the Contract Participation Goals based on the value of the Final Payment Certificate.

A4. DUTIES OF THE EMPLOYER AND PRINCIPAL AGENT

The Employer, Principal Agent, and the Contractor, or their representatives, are parties to the Project Liaison Committee and are co-responsible for successful project Stakeholder and Community liaison. The Employer and the Principal Agent also play a supporting role in the successful implementation of the Employer's Targeted Labour and Targeted Enterprise utilisation and development goals.

To implement the Employer's Targeted Labour and Targeted Enterprise goals, the Employer and the Principal Agent shall provide support to the Contractor by executing the following duties:

- (i) Make recommendations to the Contractor in the identification and structuring of the work packages to be subcontracted to Targeted Enterprises, and agree to the scope and extent of the work packages.
- (ii) Verify that the Targeted Enterprise Database(s), have been updated prior to the letting of every new set of subcontracts.
- (iii) Endorse all Databases, and approve tender procedures, tender documents, tender submission requirements and adjudication processes for the subcontracting of Targeted Enterprises.
- (iv) Review all tender adjudication reports and monitor that the criteria and procedures applied by the Contractor to subcontract work to Targeted Enterprises are executed in a fair and transparent manner, and are in accordance with the Employer's standards.
- (v) Endorse subcontract agreements and ensure that the conditions of subcontracting with Targeted Enterprises are fair and transparent and within the prescripts of the Contract requirements.
- (vi) Monitor the management of Targeted Enterprise subcontracts and ensure that conditions such as the application of penalties and the termination of contracts, are applied in a fair and transparent manner and within the prescripts of the agreement.
- (vii) Verify that the Labour Database(s) from which Targeted Labour will be employed is updated prior to every new Labour intake.
- (viii) Monitor that the criteria and procedures applied by the Contractor to employ Targeted Labour are executed in a fair and transparent manner, and is within the Contract requirements.
- (ix) Monitor that the conditions of employment of Targeted Labour are applied in a fair and transparent manner and within the prescripts of the current and relevant Labour legislation.
- (x) Make recommendations to the Contractor in the identification of the training requirements of Targeted Enterprises and Targeted Labour and approve the proposed training programmes.
- (xi) Monitor that training programmes and support programmes, which the Contractor committed to, are implemented and executed as intended.

A5. SPECIFIC WORK TO BE CARRIED OUT BY TARGETED ENTERPRISE SUBCONTRACTORS

A5.1 Subcontract Scope of Work

It is a requirement of the contract that only those Targeted Enterprise subcontractors procured through a tender process by the Contractor, shall qualify to have their contribution count towards the Contract Participation Goal.

For this particular contract, the work shall be identified after tender award stage, for execution by Targeted Enterprise subcontractors in order to assist the Contractor in achieving the Contract Participation Goal.

The Contractor may need to engage Targeted Enterprises and Labour on other aspects of the Works in order to achieve the Contract Participation Goal.

A5.2 Subcontract work packages

The work activities shall be grouped into varying sizes of work packages according to the CIDB contractor grading designation and class of construction works.

A5.3 Subcontract bill of quantities

The items of work identified for execution by Targeted Enterprise subcontractors will be shown in the bill of quantities after tender award

A6. TENDER PROCESS FOR TARGETED ENTERPRISE SUBCONTRACTOR PROCUREMENT

Note: The tendering process for targeted enterprise under 30% CPG will as far as possible be conducted as per Items B6.1 to B6.6.

- i. The contractor shall provide a minimum **Contract Participation Goal (CPG) of 5%** of the total project value and develop targeted enterprises in two agreed developmental areas.
- ii. The contractor shall appoint an **Enterprise Development Coordinator** who shall:
 - a. Develop a project specific Enterprise Development plan to improve the targeted enterprise's performance in the identified developmental areas and shall allocate resources to monitor progress in relation to improved performance and
 - b. Submit to the employer's representative a monthly enterprise development report (Performa ED 105 P) which documents all mentoring activities that have taken place during that month and the progress made in improving the targeted enterprise's performance in the agreed developmental areas, countersigned by the targeted enterprise
- iii. The **Enterprise Development Coordinator** shall have the following competencies (this is a condition of contract and will not be assessed during evaluation):
 - a. Minimum experience of 5 years in the construction industry at Managerial level as a Site Agent, Contracts Manager, Site Manager, Construction Manager, Business Development Manager or Enterprise Development Manager.
 - b. Minimum experience of 2 years in training and development in Building or Construction; and;
 - c. National Diploma or B Degree in the Built Environment or Business Management

A6.1 Subcontract scope of work

The Contractor shall refer construction activities required to execute the Works in terms of the contract, to determine how he intends to unbundle or package specific subcontracts for execution by Targeted Enterprise subcontractors, and shall present his proposal to the Employer and Employer's Agent for approval.

A6.2 Compilation of subcontract tenders

The Contractor shall be responsible for compiling the tender documents that will enable him to engage the Targeted Enterprise subcontractors for the various work packages, according to the contractor grading designation and class of construction works or specialist works. The Contractor shall compile each subcontract tender document in such a manner that it shall facilitate the achievement of all objectives and principles pertaining to the development of the Targeted Enterprise subcontractors.

The tender documentation shall comply with the Employer's standards, including its standard conditions of tender. The following returnable schedules shall form part of the tender document for submission by tenderers:

- (i) certificate of registration of the tenderer in the required CIDB contractor grading designation, confirming the tenderer's registration Status as "Active" at the closing date of tender submission;
- (ii) tax compliance status report;
- (iii) B-BBEE verification certificate or sworn affidavit;
- (iv) proof of registration on the Central Supplier Database; and
- (v) compliance with the COID Act.

The tender documents shall also contain the proposed subcontract agreement in accordance with clause G8.1.

The draft tender documents shall be subject to approval by the Employer and Employer's Agent. The Contractor may then proceed with the preparation of tender documents for the work packages.

A6.3 Tender process

The Contractor shall be responsible for advertising the tenders for the work packages, and inviting tenders from Targeted Enterprise subcontractors in consultation with the Employer and Employer's Agent and the local PSC.

The Employer shall identify the number of work packages which are to be executed by Targeted Enterprise subcontractors from specific designated groups.

The Contractor shall conduct a compulsory briefing session for tenderers, attended by the Employer and Employer's Agent, to explain the Works required and the tender process to the Targeted Enterprise subcontractors.

Tenders for the subcontracted works must close at a stipulated time and date. Tenders shall be placed in a suitable formal Tender Box, located at the Contractor's site office. The tender opening shall be conducted by the Project Management Team.

A6.4 Tender evaluation

The Project Management Team shall evaluate the tenders according to the Employer's standards. The Contractor shall prepare the tender adjudication report for each subcontract, and submit it to the Project Management Team for review prior to award of each subcontract.

A6.5 Allocation of subcontract work packages

The Project Management Team shall identify responsive tenders received for the various work packages from Targeted Enterprises in the following designated groups:

- (i) an EME or QSE which is at least 51% owned by black people;
- (ii) an EME or QSE which is at least 51% owned by black people who are youth;
- (iii) an EME or QSE which is at least 51% owned by black people who are women;
- (iv) an EME or QSE which is at least 51% owned by black people with disabilities; or
- (v) an EME or QSE which is at least 51% owned by black people who are military veterans.

The selection of subcontract work packages shall then be made, in consultation with the Employer, in order to comply with the Employer's targeted procurement objectives.

A6.6 Award of subcontract work packages

Following the selection of the Targeted Enterprise subcontractors for the various work packages in consultation with the Employer, the Employer's Agent shall provide written confirmation of the Targeted Enterprise subcontractor selected for each work package, to the Contractor. The Contractor shall award each work package to the respective Targeted Enterprise subcontractor.

A7. GENERAL RESPONSIBILITIES OF THE CONTRACTOR TOWARDS TARGETED ENTERPRISES

A7.1 Obligations

The Contractor shall ensure that he complies with the following obligations:

- (i) institute a quality assurance system;
- (ii) provide adequate training, coaching, guidance, mentoring and assistance to Targeted Enterprises;
- (iii) provide financial support and other assistance to ensure that Targeted Enterprises are able to meet their obligations and commitments with respect to their subcontracts, including acquisition of labour, construction equipment and materials;
- (iv) ensure that the contract participation goals and objectives are achieved; and
- (v) make provision for Targeted Enterprises to be established within the Contractor's own camp facilities, and be responsible for the provision of site offices, common camp facilities, medical, security, safety, electricity, water, sewage services, waste disposal and all other camp services.

A7.2 Subcontracts

In the subcontracts arranged by the Contractor involving Targeted Enterprises, the following shall apply:

- (i) the appointment of Targeted Enterprises by the Contractor shall be made in accordance with the provisions of JBCC 2005 ; and
- (ii) no provision or requirements set out in the specifications shall be deemed to relieve the Contractor of any liability or obligation under the contract, and in accordance with the provisions of JBCC 2005, the Contractor shall be liable for the acts, defaults and negligence of any Targeted Enterprise, his agents or employees as fully as if they were the acts, defaults or negligence of the Contractor.

A8. MANAGEMENT OF TARGETED ENTERPRISE SUBCONTRACTS

The Contractor shall conclude the subcontract agreements, and provide the necessary management support to the Targeted Enterprises. Failure by a Targeted Enterprise to comply with the terms and conditions of the subcontract agreement shall result in penalties being applied or the subcontract terminated.

A8.1 Compilation of subcontract conclusion agreement

- (a) The Contractor in liaison with the Employer and Employer's Agent shall be responsible for the conclusion of each subcontract agreement. The agreement shall be in accordance with the provisions of JBCC 2005 and shall be consistent with the terms and conditions in this contract. The agreement shall be subject to approval by the Employer and Employer's

Agent.

- (b) The terms and conditions of the subcontract agreement shall also specify the following:
- (i) an entitlement of the Targeted Enterprise to receive such training as is contemplated in this contract;
 - (ii) an obligation on the Targeted Enterprise to participate and co-operate in such training as is provided for in this contract;
 - (iii) the allowable sources from which workers may be drawn in terms of the contract;
 - (iv) the terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract;
 - (v) the training to be provided to the workers; and
 - (vi) the terms and conditions relating to payment of the Targeted Enterprise. Such terms and conditions shall also include a clause stipulating that payment to a Targeted Enterprise for work done shall be made within 30 days of submission of the invoice by the Targeted Enterprise to the Contractor. In the event of failure by the Contractor to make the payment by the due date, he shall pay to the Targeted Enterprise interest, at the prime overdraft rate charged by the Targeted Enterprise's bank, compounded monthly, on all overdue payments from the date on which the same should have been paid to the date when payment is effected, without prejudice to the Targeted Enterprise's other rights under the contract or by law.

A8.2 Quality of work and performance of the Targeted Enterprise

- (a) The Contractor shall closely monitor and supervise all Targeted Enterprises and shall train, mentor, guide and assist each Targeted Enterprise in all aspects of management, execution and completion of his subcontract. This shall typically include assistance with planning of the works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures. The extent and level of such training, mentoring, guidance and assistance to be provided by the Contractor shall be commensurate with the basic level of subcontract applicable and shall be directed at enabling the Targeted Enterprise to achieve the successful execution and completion of their subcontract.
- (b) The Contractor shall closely monitor and supervise all Targeted Enterprises and shall give reasonable warning to the Targeted Enterprise when any contravention of the terms and conditions of the subcontract has occurred or appears likely to occur. The Contractor shall, whenever feasible, give the Targeted Enterprise reasonable opportunity to make good any such contravention, or to avoid such contravention, and shall render all reasonable assistance to the Targeted Enterprise in this regard.

A8.3 Dispute avoidance and resolution procedures

- (a) When taking any disciplinary action or imposing a penalty as provided for in the subcontract, the Contractor shall explain fully to the Targeted Enterprise that such actions are provided for in the subcontract. If such action is contemplated this shall be discussed with the Employer's Agent before any action is taken.
- (b) If the Targeted Enterprise, in the opinion of the Employer's Agent, fails to comply with any of the criteria listed below, the Employer's Agent shall issue a written warning to the Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Employer. The criteria are as follows:
 - (i) acceptable standard of work as set out in the specifications;
 - (ii) progress in accordance with the time constraints in the Targeted Enterprise's contract;
 - (iii) punctual and full payment of the workforce and suppliers;
 - (iv) site safety; and

- (v) accommodation of traffic.
- (c) The Targeted Enterprise shall have 21 days from the date of receipt of the letter of warning by the Contractor to address and rectify the issues raised by the Employer's Agent, with the exception of the above subclauses (b)(iv) and (v) for which the reaction time shall be in accordance with the relevant specifications for those aspects of the Works but shall not be longer than 24 hours. Failure by the Targeted Enterprise to comply with the deadline set, will be sufficient grounds for the Contractor to apply a penalty, or terminate the subcontract provided that the Employer's Agent is satisfied that the Contractor has made every effort to correct the performance of the Targeted Enterprise.
- (d) The Targeted Enterprise shall have the right to dispute any ruling given or deemed to have been given by the Contractor, Employer's Agent or Employer. Provided that, unless the Targeted Enterprise shall, within 21 days after his receipt of a ruling or after a ruling shall have been deemed to be have been given, give written notice (hereinafter referred to as a Dispute Notice) to the Contractor, referring to this clause, disputing the validity or correctness of the whole or a specified part of the ruling, he shall have no further right to dispute that ruling or the part thereof not disputed in the said notice.

A9. TRAINING, COACHING, GUIDANCE AND MENTORING

A9.1 Obligations

This section provides details of the Contractor's obligations of implementing the National Skills Development Strategy. This strategy sets priorities for the skills development of workers. The Sector Education and Training Authorities (SETA) and provincial offices of the Department of Labour will play key roles in transforming the vision of the strategy into reality.

Supervision is included as part of the contractor's general obligations for the administration and management of the Targeted Enterprises. However, training, coaching, guidance and mentoring are not included as part of the Contractor's general obligations unless specific provision to that effect has been made in the project specifications.

The Contractor shall, from the commencement of the contract, provide a structured development programme designed to improve the entrepreneurial and basic business management skills of identified Targeted Enterprises and hired labour, as well as to improve their specific task skills (construction skills) commensurate with the applicable levels of subcontract that will enable the Targeted Enterprises to achieve the successful execution and completion of their subcontracts. The ultimate objective of training, coaching, guidance and mentoring is to develop the Targeted Enterprises as far as their potential allows.

A9.2 Definitions

A9.2.1 Training

Training refers to the process of teaching a learner – usually in a classroom or simulated work environment situation. Training usually takes place with one teacher/trainer and several learners. Principles and theory are taught. Demonstrations are given. Assignments are then set to ensure that the learner is able to apply what has been taught. Training is done by a specialist in the subject, who is also qualified to train.

Example: Use of a dumpy level

Training would involve the theory of how a dumpy level works and how to calculate levels. A demonstration of how to set up and read a level could be given.

A9.2.2 Coaching

Coaching refers to hands-on training and is mostly on a one-on-one basis of tangible and measurable skills. It is typically on-site training, or learning-on-the-job. Coaching is training by the process of “watch-do-correct-practice”. The coach does the task while the learner watches and asks questions. Then the learner does the same task while the coach watches. The learner is corrected until the coach feels that he has the gained competence in the function. The learner is then left to practice the task or skill, which the coach oversees. Coaching is imparting a skill – usually manual or physical. A coach is usually a person doing the same type of work on a higher or more competent level, or a person who has a mastery of the skill/task. While training gives the theory or shows/explains the principles, coaching helps the learner become competent and master a skill. A coach is often in the direct reporting line, i.e. someone in authority. Coaching could be part of the management function and would make the job run more smoothly.

Example: Use of a dumpy level

Coaching would involve taking the learner onto site, setting up a dumpy level, reading levels. Then the coach would get the learner to do the job, while the coach checked the setting up and reading. Once the learner understands and can do the tasks, the coach checks periodically to ensure the learner is still doing the job properly.

The desired outcome of coaching is for the learner to “fit-the-mould”, and to do things the same way and to the same standard as the coach.

A9.2.3 Guidance

Guidance is anticipating where one might go wrong, or where one is doing a task in a complicated, inefficient or ineffective way, and giving advice as to how to achieve a better result. Guidance is mostly given by a person in the direct reporting line, but can be given by anyone. Guidance is not imparting skills, but suggesting ways to improve performance.

Example: Use of a dumpy level

A person who knows how to use a dumpy level would be given guidance as to where he would next set up the level to limit the number of set-ups. Guidance could be an extension of coaching.

A9.2.4 Mentoring

Mentoring is developing a person on a long-term career path. It is mostly about imparting skills that are often intangible and non-measurable. A mentor is seldom anyone in the direct reporting line – although he could be a person several levels higher in that reporting line. Mentoring is more about developing a relationship and taking a personal interest in an individual. A mentor looks out for that individual and gives him advice that cannot be found in a book or in the normal course of business. The sort of issues a mentor discusses with the protégé include company politics, how to pick up work before others get wind of it, how to position one’s company to get a better competitive advantage, how to tender such that the tender is lowest but the profit is as good as or better than the next person, how to determine and assess risk. Mentoring helps the protégé think strategically, sharpen entrepreneurial skills and grow – both personally and in terms of the company. A mentor helps the protégé to develop insight and shrewdness. It is more about business skills to survive long-term than the technical, tactical or day-to-day activities of doing business.

The desired outcome of mentoring is for the protégé to develop his own style, i.e., to shape his own “mould”.

A9.2.5 Supervision

Supervision is instruction regarding the work to be performed, and ensuring it is carried out to specification and to the satisfaction of the supervisor. It is not instruction on how the work is to be performed, but rather

on what work has to be performed, and usually has specific time frames.

A9.3 Assessment of Targeted Enterprise potential

It is the responsibility of the Contractor to determine the level of development required by each Targeted Enterprise. This will require that the Contractor determine the level at which the Targeted Enterprise can operate competently and determine the skills already acquired by the Targeted Enterprise in terms of training and on-the-job experience. In some circumstances Adult Basic Education Training (ABET) will need to be started before any formal training can commence. The assessment of each appointed Targeted Enterprise is to be produced by the Contractor for discussion with the Employer and Employer's Agent at a meeting following the appointment of the Targeted Enterprise.

A9.4 Development Plan

Within a month of the meeting with the Employer and Employer's Agent on the Targeted Enterprise assessments, the Contractor is to present a development plan, specific to each Targeted Enterprise. The development plan is to be reviewed by the Employer and Employer's Agent for appropriateness before being implemented.

The development plan is to include the following:

- (i) specify the development needs of each Targeted Enterprise contracting entity – the systems the entity lacks;
- (ii) specify the development needs of the individuals comprising the entity – the skills the individuals within the entity lack;
- (iii) the level to which that activity will be developed within the period of the contract;
- (iv) whether training, coaching, guidance and/or mentoring is to be given in each activity; and
- (v) the person/s responsible for each activity.

A9.5 Identification and general training of potential Targeted Enterprises

- (a) The progression of training, coaching and mentorship may need to start with the identification and general training of identified Targeted Enterprises and hired labour, and should end with their acquisition of sufficient management skills that will equip them to compete confidently for subcontract work beyond the duration of this contract. In addition, generic skills shall be taught where the need for these has been identified as being necessary amongst Targeted Enterprise workforces and hired labour.
- (b) Before commencing with any structured training, the Contractor shall submit his intended programme to the Employer and Employer's Agent for approval of its subject content and proposed trainers, and the Contractor shall, if so, instructed by the Employer and Employer's Agent, alter or amend the programme and/or course content.

The Contractor shall be responsible for the provision of everything necessary for the delivery of the various training workshops and modules including:

- (i) provision of a suitable fully serviced training venue facility;
- (ii) procurement of suitable accredited trainers;
- (iii) provision, in conjunction with the accredited trainers, of all the necessary training materials, including stationery and study materials; and
- (iv) transportation of the learners to and from the training venue facility (it is therefore in the Contractor's interest that the training venue facility be provided on the site in order to reduce these transportation costs).

Payment to the Contractor for carrying out the training function shall be effected through the pay items provided in this Part G, using the training facility provided under the contract.

A9.6 Activities

The tasks for each of the activities making up the development plan include material, equipment and general tasks, for training on technical, contractual, financial, human resources, legislative and general administrative functions.

The Construction Manager, site clerk and HR Manager will train/coach or mentor the above listed functions as part of on-site training.

A9.7 Portfolio of Evidence

The Contractor is to develop and/or maintain a portfolio of evidence for each Targeted Enterprise. The Portfolio of Evidence is a collection of proof of the training, coaching, guidance and mentoring inputs provided to the Targeted Enterprise and is similar to a log book used by technical students completing experiential training. It is a living document which records the development progress of the Targeted Enterprise and will need to be updated continually throughout the duration of the contract. It remains the property of the Targeted Enterprise who must take it to their next contract.

The Portfolio of Evidence should include the following documentation:

- (i) the development path designed for each Targeted Enterprise;
- (ii) the training courses completed by the Targeted Enterprise;
- (iii) the hours of guidance, coaching and mentoring received for each activity listed in the development plan;
- (iv) a list of outcomes achieved at each level for each activity;
- (v) six-monthly progress reports on the development provided (inputs) versus the actual progress made (output) by the Targeted Enterprise; and
- (vi) a list of competencies.

A9.8 Training Requirements

Only qualified trainers employed by training agencies that are accredited by the relevant Sector Education and Training Authorities (SETA), or other institutions recognised by the Department of Labour shall deliver any training. "Accredited training" refers to both the trainers as well as to the training material. Certificates affirming the successful participation in the various courses shall be presented to each attendant.

The Contractor shall facilitate in the delivery of training by instructing and motivating the hired labour and relevant Targeted Enterprises regarding attendance and participation. All training shall take place within normal working hours, or as agreed with the trainees.

A9.9 Development training

The Contractor will arrange training to support the development of the Targeted Enterprise. This training must be provided by training providers accredited with the relevant SETA pertaining to the course material being presented. The training will take place at hours agreed with the trainees, possibly on a part time basis after hours.

The following training courses are recommended to support the development programme detailed in the contract document:

- (i) NQF Level 2: Construction Contractor - Business owner and administration officer;
- (ii) Tender training NQF Level 3 – Business owner / Technical expert;

- (iii) Computer literacy training - Business owner and admin officer – Microsoft Windows, email, Microsoft Word and Microsoft Excel;
- (iv) General bookkeeping relevant to construction - Business owner and admin officer;
- (v) Tendering NQF Level 4 and 5 – Business owner / Technical expert; and
- (vi) Construction supervision (Roadworks) NQF Level 4 – Business owner / Technical expert.

A9.10 Safety Training

The Targeted Enterprise's safety representative is to be fully trained in all aspects of safety and his duties in this regard. The owner of the Targeted Enterprise is to be trained on his responsibilities regarding safety regulations.

A9.11 Construction skills training

The focus of training provided on the contract should be to support the development of the Targeted Enterprise subcontractor. Construction skills training will only be approved by the Employer's Agent when appropriate.

The Targeted Enterprise, their workforce and hired labour that are selected will be entitled to receive structured training that will improve on-task skills necessary for the execution and successful completion of the works. The Contractor, in conjunction with the Employer's Agent, shall monitor the progress of the hired labour and each Targeted Enterprise closely and shall identify those who, in their collective opinion, will benefit from structured construction skills training as may be provided for in the contract, and where required by the Employer's Agent shall make recommendations in this regard. The final list of candidates shall be decided between the Contractor and the Employer's Agent, and those selected shall receive formal construction skills training in a programmed and progressive manner throughout the duration of the contract.

The training programme shall offer complete courses that could comprise some or all of the following modules:

- (i) Use and maintenance of hand tools;
- (ii) Operation of equipment;
- (iii) Manufacture and installation of minor precast concrete units;
- (iv) Erect, dismantle and maintain formwork;
- (v) Basic concrete skills;
- (vi) Excavation, backfill and compaction;
- (vii) Plastering;
- (viii) Painting;
- (ix) Installation of doors and windows
- (x) Bricklaying; and
- (xi) Erosion protection using stone pitching

A9.12 Training venue facility

The training venue facility to be provided by the Contractor is described in clause A5.6 of Part A. This facility shall be used to deliver all training, irrespective of whether it is delivered in terms of Part A or Part B of the Particular Specifications.

A10. MEASUREMENT AND PAYMENT

Note:

In order to avoid duplication of training facilities, the training facility required for the training described in this Part A: Small Contractor Development, shall be measured and paid for in terms of the pay items provided for training in the contract.

A10.01 Procurement of Targeted Enterprises:

The measurement and payment of targeted enterprise subcontractors shall be in accordance of the contract and bills of quantities

A10.02 Construction Works for Targeted Enterprise subcontractors:

The measurement and payment of targeted enterprise subcontractors shall be in accordance of the contract and bills of quantities

A10.03 Training of Targeted Enterprise subcontractors:

The measurement and payment of targeted enterprise subcontractors shall be in accordance of the contract and bills of quantities

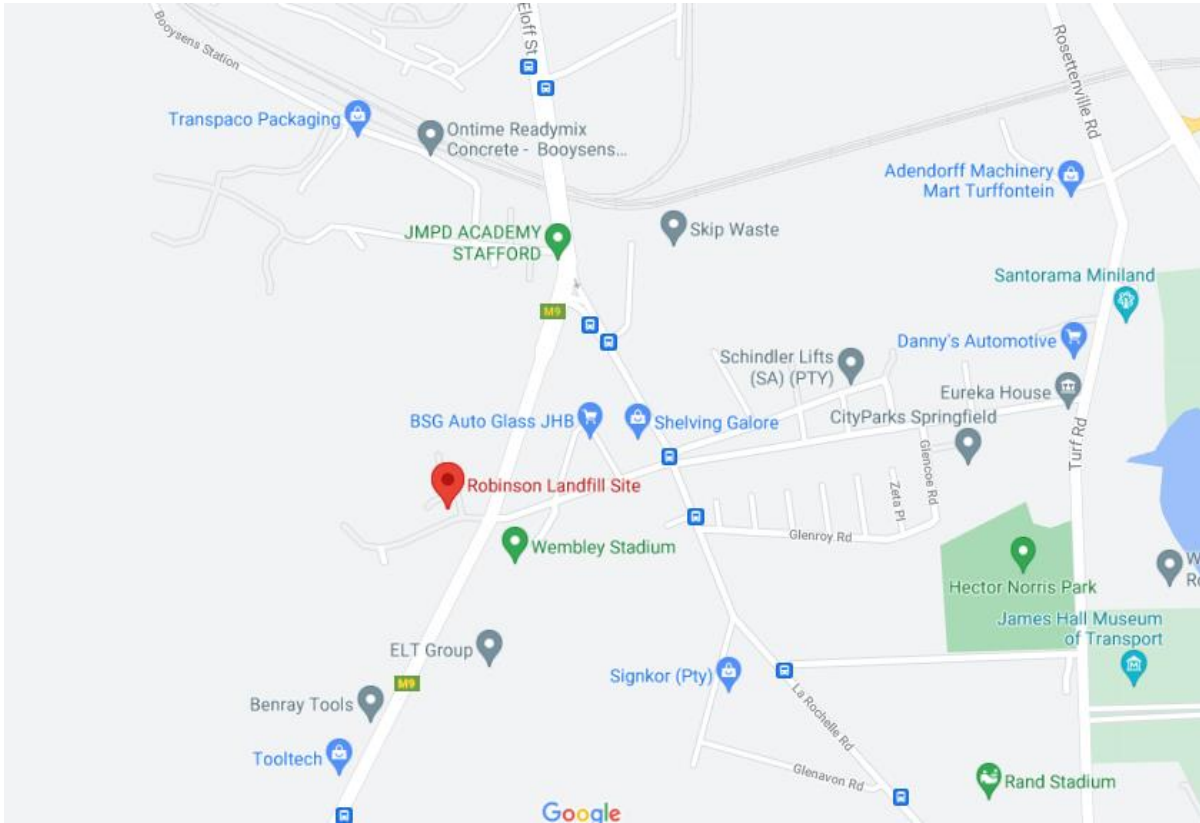
C3.3 DRAWINGS

1. Drawing Folder online

C4.0 SITE INFORMATION

Document reference	Title	No of pages
C4.1	This cover page	1
	Site Location – Map	1
	Total number of pages	2

C4.1 LOCALITY MAP



Robinson Deep, Johannesburg Locality Map

ITEM	PROJECT DESCRIPTION	LATITUDE	LONGITUDE
1	CONSTRUCTION OF WORK PACKAGE 4: CIVIL AND BUILDING WORKS ASSOCIATED WITH THE CITY OF JOHANNESBURG 50-TON PER DAY BIODIGESTER PILOT PLANT AT ROBINSON DEEP LANDFILL SITE	26°13'51.0"S	28°02'31.4"E