



## **JOHANNESBURG DEVELOPMENT AGENCY (JDA)**

### **APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF ROAD PAVEMENTS AT EDITH CAVELL STREET INCLUDING DEMARCATION, SIGNAGE AND WAYFINDING SIGNS ALONG PHASE 1C BRT ROUTE**

**CONTRACT No.: CN/001 EDITH CAVELL STREET**

<p><b>ISSUED BY:</b></p> <p><b>JOHANNESBURG DEVELOPMENT AGENCY</b> The Bus Factory 3 Helen Joseph Street (Formerly President Street) <b>NEWTOWN</b> <b>2000</b></p> <p>Contact Name: Thabelo Ratshilumela E-Mail address: tratshilumela@jda.org.za Telephone: 011 688 7800</p> 	<p><b>PREPARED BY:</b></p> <p><b>BMK GROUP</b> Pinewood Office Park Office F10, 33 Riley Road Woodmead, Sandton 2191</p> <p>Contact Name: Teniel Ramjogi E-Mail address: admin@bmkgroup.co.za Telephone: 011 234 0321</p> 
<p><b>NAME OF TENDERER:</b> .....</p> <p><b>CIDB REGISTRATION NUMBER:</b> .....</p> <p><b>CSD SUPPLIER NUMBER:</b> .....</p> <p><b>COMPANY REGISTRATION NUMBER:</b> .....</p> <p><b>TAX VERIFICATION PIN:</b> .....</p>	
<p><b>NB: FOR A TOTAL PRICE INCLUSIVE OF VALUE ADDED TAX, PLEASE REFER TO PART C1 (FORM OF OFFER AND ACCEPTANCE). PAGE 67.</b></p>	
<p>This tender closes at 12h00 on the 03 May 2024 at the offices of the Johannesburg Development Agency “The Bus Factory”, 3 Helen Joseph Street (Formerly President Street), Newtown, Johannesburg.</p> <p><b><i>NO LATE SUBMISSIONS WILL BE CONSIDERED</i></b></p>	

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

## PROCUREMENT DOCUMENT FOR CONSTRUCTION WORKS

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

APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF ROAD  
PAVEMENTS AT EDITH CAVELL STREET INCLUDING DEMARCATION, SIGNAGE  
AND WAYFINDING SIGNS ALONG PHASE 1C BRT ROUTE

**PLEASE NOTE: TENDERS MUST BE SUBMITTED ON THE TENDER DOCUMENTATION ISSUED. TENDER DOCUMENTATION MUST NOT BE REPRODUCED OR REARRANGED. ANY ADDITIONAL INFORMATION MUST BE SUBMITTED AS A SEPARATE ATTACHMENT TO THE TENDER DOCUMENT.**

**ALL PAGES OF THE SUBMISSION INCLUDING ATTACHMENTS MUST BE INITIALED AND NUMBERED.**

**TO ALL OUR STAKEHOLDERS**

**RE: The channels of reporting fraudulent and Corrupt Activities**

The City of Johannesburg has a **zero-tolerance approach to Fraud, Theft, Corruption, Maladministration, and Collusion** by suppliers with employees. To reinforce this commitment, more channels have been added to report any Fraudulent and Corrupt activities.

Instances of corporate fraud and misconduct remain a constant threat to service delivery. The City of Johannesburg took a resolution to adopt strategic interventions aimed at combating fraud and corruption. The City took a decision to centralize the reporting of fraudulent and corrupt activities through the establishment of an independent fraud hotline which is managed by independent service providers.

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

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

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

Toll free number.....	0800 002 587
Toll free Fax .....	0800 007 788
SMS (charged @ R1.50).....	32840
Email Address:.....	anticorruption@tip-offs.com
Web site:.....	www.tip-off.com
Free post:.....	Free post, KNZ 138, Umhlanga, 4320



**LET'S JOIN HANDS TO TAKE UP THE FIGHT AGAINST FRAUD AND CORRUPTION IN OUR SOCIETY.**

**SUPPLIERS DATABASE REGISTRATION**

National Treasury launched the National Central Supplier Database (NCSD) with effect from 1 September 2015.

This will enable prospective suppliers to register their companies on the following website [www.csd.gov.za](http://www.csd.gov.za)

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

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

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

**After Transitional Period 1 July 2016**

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

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

Ms. Kgadi Mphela on 011 688 7813 / Ms. Lerato Ntuli on 011 688 7851

**Notes to Tenderers:**

1. The Tender Document is issued in electronic format and contains the following files:
  - The full Tender Document in PDF format
  - The Electronic BOQ in Excel format
  - Appendices

The above will form part of the Contract document.

2. SUBMISSION OF TENDER – The following needs to be submitted in a neatly bound file (each and every page of the submission, including attachments, must be initialled and numbered by tenderer) and in the following order:
  - Cover page (paper copy printed on white paper)
  - All returnable schedules (paper copy printed on yellow paper)
  - Priced Bill of Quantities in Bill format (paper copy printed on yellow paper)
  - The Form of Offer (paper copy printed on yellow paper)
  - Completed priced Bill of Quantities in excel format (on CD)

**The tenderer is to submit the original plus one (1) copy of the entire tender submission as detailed, plus electronic copy of priced BOQ in excel format. The hard copy written BOQ will however take precedence over electronic copy.**

**PLEASE NOTE: TENDERS MUST BE SUBMITTED ON THE TENDER DOCUMENTATION ISSUED. TENDER DOCUMENTATION MUST NOT BE REPRODUCED OR REARRANGED. ANY ADDITIONAL INFORMATION MUST BE SUBMITTED AS A SEPARATE ATTACHMENT TO THE TENDER DOCUMENT.**

## JOHANNESBURG DEVELOPMENT AGENCY

### APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF ROAD PAVEMENTS AT EDITH CAVELL STREET INCLUDING DEMARCATION, SIGNAGE AND WAYFINDING SIGNS ALONG PHASE 1C BRT ROUTE

## Contents

### THE TENDER

<b>Part T1:</b>	<b>Tendering Procedures</b>	
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T1.2	Tender Data	(Pink)
<b>Part T2:</b>	<b>Returnable Documents</b>	
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T2.2	Returnable Schedules and Documents	(Yellow)

### THE CONTRACT

<b>Part C1:</b>	<b>Agreement and Contract Data</b>	
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C1.2	Contract Data	(Yellow)
C1.3	Form of Guarantee (White)	(White)
C1.4	Occupational Health and Safety Agreement	(White)
C1.5	Agreement in terms of Section 37 (2) of the Occupational Health and Safety Act No 85 of 1993	(White)
<b>Part C2:</b>	<b>Pricing Data</b>	
C2.1	Pricing Instructions	(Yellow)
C2.2	Bills of Quantities	(Yellow)
<b>Part C3:</b>	<b>Scope of Work</b>	
C3.1	Scope of Work	(Blue)
C3.2	Project Specification	(Blue)
<b>Part C4:</b>	<b>Site Information</b>	
C4	Site Information	(Green)
<b>Part C5:</b>	<b>Tender Drawing</b>	
C5	Drawings	(White)

**Note:** Document must be printed and submitted in the colours as stated above

**TENDER DOCUMENT CHECKLIST**

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

ITEMS	CHECKED	
	Contractor	Project Manager
1. Correct Tender offer carried forward to the Form of Offer and Acceptance in <b>Part C1.1</b>	<input type="checkbox"/>	<input type="checkbox"/>
2. Tenderer's signature on the offer	<input type="checkbox"/>	<input type="checkbox"/>
3. Bill of Quantities	<input type="checkbox"/>	<input type="checkbox"/>
i Printed, Completed in <b>BLACK INK</b> only, and signed	<input type="checkbox"/>	<input type="checkbox"/>
ii Corrections crossed out and initialled	<input type="checkbox"/>	<input type="checkbox"/>
iii Initialled on each page	<input type="checkbox"/>	<input type="checkbox"/>
4. Returnable Schedules	<input type="checkbox"/>	<input type="checkbox"/>
i Authority to sign tender (Form A1)	<input type="checkbox"/>	<input type="checkbox"/>
ii Declaration of Interest (Form A2)	<input type="checkbox"/>	<input type="checkbox"/>
iii Record of Addenda to Tender Documents (Form A3)	<input type="checkbox"/>	<input type="checkbox"/>
iv Banking Details (Form A4)	<input type="checkbox"/>	<input type="checkbox"/>
v Proposed Amendments and Qualifications (if any) (Form A5)	<input type="checkbox"/>	<input type="checkbox"/>
vi Certificate of Authority for Joint Venture (if applicable) (Form A6)	<input type="checkbox"/>	<input type="checkbox"/>
vii MBD 9: Certificate of Independent Bid determination (Form A7)	<input type="checkbox"/>	<input type="checkbox"/>
viii Particulars of any contracts awarded by an organ of state during the last 5 years (Form A8)	<input type="checkbox"/>	<input type="checkbox"/>
ix Fulfilment of the Construction Regulations (Form A9)	<input type="checkbox"/>	<input type="checkbox"/>
x Questionnaire on tenderer's procedures with respect to OHSA and Construction Regulations (Form A10)	<input type="checkbox"/>	<input type="checkbox"/>
xi Business Declaration (Form A11)	<input type="checkbox"/>	<input type="checkbox"/>
xii MBD 5: Declaration for Procurement above R10 Million (Vat included) (Form A12)	<input type="checkbox"/>	<input type="checkbox"/>
xiii MBD 8: Declaration of bidder's past supply chain management plan Practices. (Form A13)	<input type="checkbox"/>	<input type="checkbox"/>
xiv A valid Tax Compliance Pin Letter (Form A14)	<input type="checkbox"/>	<input type="checkbox"/>
xv Declaration on state of Municipal Accounts and copy of current Municipal Account in the name of the Tenderer or alternatively in	<input type="checkbox"/>	<input type="checkbox"/>

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	the names of the Directors/Partners of the tendering entity (Form A15)	<input type="checkbox"/>	<input type="checkbox"/>
xvi	Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the GCC form (Refer C1.3) (Form A16)	<input type="checkbox"/>	<input type="checkbox"/>
xvii	Proof of CIDB Grading (Form B1)	<input type="checkbox"/>	<input type="checkbox"/>
xviii	A valid original certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating Certificate of Authority for Joint Venture (if applicable) (Form B2)	<input type="checkbox"/>	<input type="checkbox"/>
xx	Schedule of Recently Completed Contracts of a similar nature (Form B3)	<input type="checkbox"/>	<input type="checkbox"/>
xxi	Schedule of Current Contracts (Form B4)	<input type="checkbox"/>	<input type="checkbox"/>
xxii	Schedule of Construction Plant and Equipment (Form B5)	<input type="checkbox"/>	<input type="checkbox"/>
xxiii	Schedule of Proposed Subcontractors (Form B6)	<input type="checkbox"/>	<input type="checkbox"/>
xxiv	Schedule of Proposed Key Personnel (Form B7)	<input type="checkbox"/>	<input type="checkbox"/>
xxv	Estimated Monthly Expenditure (Form B8)	<input type="checkbox"/>	<input type="checkbox"/>
xxvi	Methodology Statement (Form B9)	<input type="checkbox"/>	<input type="checkbox"/>
xxvii	Preliminary Construction Programme (Form B10)	<input type="checkbox"/>	<input type="checkbox"/>
xxviii	Labour and Plant Histograms (Form B11)	<input type="checkbox"/>	<input type="checkbox"/>
xxix	Audited Financial Statements for past 3 years (Form B12)	<input type="checkbox"/>	<input type="checkbox"/>
xxx	Bank Rating (Form B13)	<input type="checkbox"/>	<input type="checkbox"/>
Xxx	Bank Statements for the past 3 years (Form B14)	<input type="checkbox"/>	<input type="checkbox"/>
xxxi	Bills of Quantities (Form B15)	<input type="checkbox"/>	<input type="checkbox"/>



**PART T1: TENDERING PROCEDURE**

**T1.1: Tender Notice and Invitation to Tender**

**CONTRACT No: CN/001 EDITH CAVELL STREET** for the

**APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF ROAD  
PAVEMENTS AT EDITH CAVELL STREET INCLUDING DEMARCATION,  
SIGNAGE AND WAYFINDING SIGNS ALONG PHASE 1C BRT ROUTE**

The Johannesburg Development Agency invites tenders for Appointment of a Contractor for the Rehabilitation of Road Pavements at Edith Cavell Street Including Demarcation, Signage and Wayfinding Signs Along Phase 1C BRT Route.

This entails the familiarisation and taking up of designs relating to the construction of road upgrades and the associated works therein. The Contractor will also be responsible for the manufacturing, and construction of road wayfinding signs.

It is estimated that the Tenderers should have a CIDB contractor grading designation of **8 CE or Higher**. Joint ventures are eligible to submit tenders if they satisfy criteria stated in the Tender Data.

Documents can be downloaded from the following websites from 25 March 2024:  
[www.jda.org.za](http://www.jda.org.za)  
[www.etenders.gov.za](http://www.etenders.gov.za)

**SCM Queries relating to procurement matters may be addressed to Lerato Ntuli at tel.: (011) 688 7800; or e-mail: [lnntuli@jda.org.za](mailto:lnntuli@jda.org.za).**

**Technical Queries or queries relating to the project may be addressed to Thabelo Ratshilumela at tel.: +27 (11) 688 7800, fax: +27 (0)86 546 1141, or email: [trratshilumela@jda.org.za](mailto:trratshilumela@jda.org.za).**

A compulsory site clarification meeting with the representatives of the employer will take place on the 03 April 2024 at 10:00 - 11:00 on site, **at (Corner Clarendon PI / Sam Hancock Street, Opposite Hillbrow Court).**

The successful bidder will be expected to manage the component of emerging sub-contractors who will be responsible for executing portions of the work. 30% of the work will be allocated to emerging SMME's.

**The closing time for receipt of tenders is 12h00 on Friday 03 May 2024.** Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

**Tenders must only be submitted on the tender documentation that is issued. The retyping of the tender document is not permitted.** Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

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

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

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

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**T1.2 Tender Data**

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, (July 2015) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015. (See www.cidb.org.za).

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

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

Clause Number	Clause Heading	Data / Wording
F.1.1	The Employer	Johannesburg Development Agency P. O. BOX 61877 MARSHALLTOWN, 2107
F.1.2	The Tender	<p><b>PART T1: TENDERING PROCEDURES</b>  <b>T1.1</b> Tender Notice and Invitation to Tender  <b>T1.2</b> Tender Data</p> <p><b>PART T2: RETURNABLE DOCUMENTS</b>  <b>T2.1</b> List of Returnable Documents  <b>T2.2</b> Returnable Schedules</p>
	The Contract	<p><b>PART C1: AGREEMENTS AND CONTRACT DATA</b>  <b>C1.1</b> Form of Offer and Acceptance  <b>C1.2</b> Contract Data  <b>C1.3</b> Construction Guarantee  <b>C1.4</b> Occupational Health and Safety Agreement</p> <p><b>PART C2: PRICING DATA</b>  <b>C2.1</b> Pricing Instructions  <b>C2.2</b> Bill of Quantities</p> <p><b>PART C3: SCOPE OF WORK</b>  <b>PART C4: SITE INFORMATION</b>  <b>PART C5: TENDER DRAWINGS</b></p>
F.1.4	Employer's Agent	<p>Name: BMK Group  Address: Office F10  33 Riley Road, Pinewood Office Park,  Woodmead, Sandton, 2191</p> <p>Tel: 011 234 0321  Email: admin@bmkgroup.co.za</p>
F.2.1	Eligibility	<p>Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum tendered, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB; and the CIDB registration is active</li> <li>The lead partner has a contractor grading designation in the <b>8CE</b> class of construction work; and</li> </ol>

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Clause Number	Clause Heading	Data / Wording
		3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6SK or higher class of construction work and determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
F.2.1	Eligibility	Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.
F.2.7	Clarification Meeting	A compulsory site clarification meeting with the representatives of the employer will take place on the 03 April 2024 at 10h00-11H00 on site, <b>at (Corner Clarendon PI / Sam Hancock Street, Opposite Hillbrow Court).</b>
F.2.12	Alternative tender offers	No alternative tender offers will be considered
F.2.13.2	Returnable Documents	All returnable documents to the employer as defined in F.1.2 of the Tender Data shall be returned in legible writing in non-erasable ink.
F.2.13.3	Number of copies of tender offers to be submitted to the Employer	Parts of each tender offer communicated on paper shall be submitted as an original, plus one (1) copy.
F.2.13.5 F.2.15.1	Sealing and Delivery of tender offers	The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:  Location of tender box: Reception Desk of the Johannesburg Development Agency  Physical address: The Bus Factory 3 Helen Joseph (Formerly President) Street  NEWTOWN JOHANNESBURG  Identification details: <b>CONTRACT NO.: CN/001 EDITH CAVELL STREET_ APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF ROAD PAVEMENTS AT EDITH CAVELL STREET INCLUDING DEMARCATION, SIGNAGE AND WAYFINDING SIGNS ALONG PHASE 1C BRT ROUTE</b>  <b>CLOSING DATE &amp; TIME: 03 May 2024, 12:00PM</b>
F.2.13.9	Telephonic	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will <b>not</b> be accepted.
F.2.15	Closing time of tender offers	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

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Clause Number	Clause Heading	Data / Wording										
F.2.16.1	Tender offer validity	The tender offer validity period is One Hundred and Twenty (120) days.										
F.2.18		The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.										
F.2.20	Letter of Intent	The tenderer is required to submit with his tender a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document.										
F.2.23	Certificates	The tenderer is required to submit with his tender: <ol style="list-style-type: none"> <li>1) A valid Tax Compliance Pin Letter. No tender will be awarded to a bidder whose tax matters are not in order with the South African Revenue Service (SARS) at the time of award.</li> <li>2) An original and valid certified BBBEE status levels verification certificate or a certified copy thereof, substantiating the bidding entities BBBEE rating. Only certificates issued by verification agencies accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board of Auditors (IRBA) will be accepted.</li> <li>3) An EME must submit a sworn affidavit confirming the following:               <ul style="list-style-type: none"> <li>• Annual Turnover Revenue of R10 million or less; and</li> <li>• Level of Black ownership</li> <li>• Any misrepresentation in terms of the above constitutes a criminal offence as set out in the B-BBEE Act as amended.</li> </ul> </li> <li>4) Documents and Schedules listed in Part T2.</li> </ol>										
F.3.4	Opening of tender submissions	Tender will be opened immediately after the closing time for tenders at <b>12:00 on 03 May 2024.</b>										
F.3.11.3	Evaluation of Tender Offers	<p>Functionality assessment is based on the following Criteria.</p> <table border="1"> <thead> <tr> <th>Variable</th> <th>Total Points</th> <th>Criteria</th> <th>Description of criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>(A1) SMME Plan</td> <td>50</td> <td>Detailed SMME Plan (Project Specific) concentrating on the following:               <ol style="list-style-type: none"> <li>1. Quality assurance and reporting</li> </ol> </td> <td>Points will be allocated as per the criteria</td> <td>All items addressed: 50 3-4 items addressed: 25 1-2 items addressed: 10</td> </tr> </tbody> </table>	Variable	Total Points	Criteria	Description of criteria	Points	(A1) SMME Plan	50	Detailed SMME Plan (Project Specific) concentrating on the following: <ol style="list-style-type: none"> <li>1. Quality assurance and reporting</li> </ol>	Points will be allocated as per the criteria	All items addressed: 50 3-4 items addressed: 25 1-2 items addressed: 10
Variable	Total Points	Criteria	Description of criteria	Points								
(A1) SMME Plan	50	Detailed SMME Plan (Project Specific) concentrating on the following: <ol style="list-style-type: none"> <li>1. Quality assurance and reporting</li> </ol>	Points will be allocated as per the criteria	All items addressed: 50 3-4 items addressed: 25 1-2 items addressed: 10								

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Clause Number	Clause Heading	Data / Wording					
				<p>process and procedures.</p> <p>2. Clear organisational structure for managing SMMEs.</p> <p>3. Skills transfer</p> <p>4. Detailed methodology of how contracts, payments and financial assistance to SMMEs will be managed.</p>			
		<p><b>(B) Company Experience and Track record on civil engineering related projects, with a minimum of R60 million. These projects must include roads and Bust Rapid Transport (BRT) infrastructure related projects, The bidder is expected to provide signed reference letters from Client demonstrating successful completion of the projects</b></p>	100	Five (5) or more Projects competed	<p>Points will only be allocated for, when a bidder has demonstrated experience in civil engineering related projects with minimum value of R 60 million. These must be projects that related to roads and Bus Rapid Transport (BRT) infrastructure related projects. These projects must have been successfully completed and must be accompanied by reference letters with a minimum amount of R60 million on each reference letter indicating rated / satisfactory performance.</p> <p>This letter must be on a client letterhead with Client Representative (not consultants) telephonic and email details for verification by the JDA.</p>	100	
Three (4) – Projects completed	80						
Three (3) Project completed	60						
Three (2) Project completed	40						
Three (1) Project completed	20						

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Clause Number	Clause Heading	Data / Wording					
					Completion certificates and appointment letters will not afford bidders points. Only reference letters will be afforded points.		
		<p><b>(C) Experience of proposed key personnel.</b></p> <p><b>(Copies of qualifications are required for Contracts Manager, Site Agent, and OHS officer)</b></p>	130	<p>Contracts Manager: a minimum of a BTech in a build environment field and 10 years' experience as Contracts Manager in civil engineering projects (roads and Bus Rapid Transport (BRT) infrastructure related projects to a minimum value of 60 million and registered as a Professional Construction Manager (Pr CM) with the SACPCMP</p>	Points will only be allocated for experience on civil projects of the proposed key person.	50	
				<p>Site Agent: Site Agent with minimum 10 years of experience as a Site Agent on civil engineering projects (roads and Bus Rapid Transport (BRT)</p>			

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Clause Number	Clause Heading	Data / Wording					
				<p>infrastructure to a minimum value of R40 million with minimum qualification of a Diploma in the Built Environment.</p>			
				<p>SMME Supervisor with minimum 5 years of experience in construction supervisory roles in civil projects (roads and Bus Rapid Transport (BRT) infrastructure related projects</p>		15	
				<p>OHS officer: 5 years' experience as construction health and safety officer and has experience in major civil works projects Registered with SACPCMP as Professional Construction Health and Safety Officer or equivalent</p>		20	
				<p>Foreman: Foreman with minimum 10 years of experience as Foreman in civil engineering projects (roads and Bus Rapid Transport (BRT) infrastructure</p>		15	



Clause Number	Clause Heading	Data / Wording																
		<p>The tenderers bidding will be required to achieve a minimum score of 224 points (80%) in the technical evaluation out of a possible order to be considered further in the evaluation process.</p> <p>Only companies who have met the minimum threshold for technical criteria will then be evaluated on the 3<sup>rd</sup> Stage of the evaluation which is Price and Preference point system.</p> <p>The Preference Point System assigns a score to each tenderer based on the tender price and on the tenderer's score for specific goals. These scores are combined to determine an overall score for the bidder. The tenderer with the highest score will be considered for acceptance.</p> <p>The Preference Point System will be applied as follows. For tenders below R50 million 80 points are assigned to price. Up to 20 points are assigned to B-BBEE status for specific goals. For tenders of R50 million and above:</p> <ul style="list-style-type: none"> <li>• 90 points are assigned to price.</li> <li>• Up to 10 points are assigned to specific goals.</li> </ul> <p>Points scored will be rounded off to the nearest 2 decimal places. <b>POINTS AWARDED FOR SPECIFIC GOALS</b></p> <p>Bids will be evaluated on Price / Specific Goals) points basis in terms of the Preferential Procurement Policy Framework Act of 2000, Preferential Procurement Regulation 2022.</p> <p>The following table is applicable in terms of specific goals.</p> <table border="1" data-bbox="560 1395 1385 1883"> <thead> <tr> <th data-bbox="560 1395 791 1464">SPECIFIC GOAL 1: HDI</th> <th data-bbox="791 1395 1142 1464">MEANS OF VERIFICATION</th> <th data-bbox="1142 1395 1257 1464">80/20</th> <th data-bbox="1257 1395 1385 1464">90/10</th> </tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="560 1464 1142 1503"><b>Maximum points:</b></td> <td data-bbox="1142 1464 1257 1503"><b>10</b></td> <td data-bbox="1257 1464 1385 1503"><b>5</b></td> </tr> <tr> <td data-bbox="560 1503 791 1715">Business owned by 51% or more - <b>Black People</b></td> <td data-bbox="791 1503 1142 1715">CSD, Valid BBEE Certificate / Affidavit Sworn under oath, ID copy of owner/s of the business and Shareholder's certificate.</td> <td data-bbox="1142 1503 1257 1715">5</td> <td data-bbox="1257 1503 1385 1715">2</td> </tr> <tr> <td data-bbox="560 1715 791 1883">Business owned by 51% or more — <b>Women</b></td> <td data-bbox="791 1715 1142 1883">CSD, ID copy of owner/s of the business and Shareholder's certificate.</td> <td data-bbox="1142 1715 1257 1883">5</td> <td data-bbox="1257 1715 1385 1883">3</td> </tr> </tbody> </table>	SPECIFIC GOAL 1: HDI	MEANS OF VERIFICATION	80/20	90/10	<b>Maximum points:</b>		<b>10</b>	<b>5</b>	Business owned by 51% or more - <b>Black People</b>	CSD, Valid BBEE Certificate / Affidavit Sworn under oath, ID copy of owner/s of the business and Shareholder's certificate.	5	2	Business owned by 51% or more — <b>Women</b>	CSD, ID copy of owner/s of the business and Shareholder's certificate.	5	3
SPECIFIC GOAL 1: HDI	MEANS OF VERIFICATION	80/20	90/10															
<b>Maximum points:</b>		<b>10</b>	<b>5</b>															
Business owned by 51% or more - <b>Black People</b>	CSD, Valid BBEE Certificate / Affidavit Sworn under oath, ID copy of owner/s of the business and Shareholder's certificate.	5	2															
Business owned by 51% or more — <b>Women</b>	CSD, ID copy of owner/s of the business and Shareholder's certificate.	5	3															

Clause Number	Clause Heading	Data / Wording			
		<b>SPECIFIC GOAL 2: PROMOTION OF LOCAL ECONOMY</b>	<b>MEANS OF VERIFICATION</b>	<b>80/20</b>	<b>90/10</b>
		<b>Maximum points:</b>		<b>10</b>	<b>5</b>
		Enterprises located within the City of Johannesburg Metropolitan Municipality.	CSD and proof of municipal account.	10	5
			<b>POINTS</b>		
		PRICE	80	90	
		SPECIFIC GOALS	20	10	
		TARGETED GROUP			
		Business owned by 51% or more — <b>Black People</b>	5	2	
		Business owned by 51% or more — <b>Women</b>	5	3	
		Enterprises located within the City of Johannesburg <b>Metropolitan Municipality/Gauteng.</b>	10	5	
		<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>	<b>100</b>	
		<p>Notes :</p> <p>1. "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act (Act No.53 of 2003).</p> <p>Tenderers must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating. Certificates issued by either verification agencies accredited by the South African Accreditation System (SANAS) or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA) are acceptable.</p> <p>2. An EME must submit a sworn affidavit confirming the following:</p> <ul style="list-style-type: none"> <li>• Annual Turnover Revenue of R10 million or less; and</li> <li>• Level of Black ownership</li> <li>• Any misrepresentation in terms of the above constitutes a criminal offence as set out in the B-BBEE Act as amended.</li> </ul> <p>3. The submission of such certificates must comply with the requirements of instructions and guidelines issued by the</p>			

Clause Number	Clause Heading	Data / Wording
		<p>National Treasury and be in accordance with notices published by the Department of Trade and Industry in the Government Gazette.</p> <p>4. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.</p> <p>5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.</p> <p>6. A person will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for.</p> <p>7. A person awarded a contract will not be permitted to sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned.</p> <p><b>TOTAL PREFERENCE POINTS</b></p> <p>The total preference points for a tender are calculated with the formula</p> <p><b>PP = P<sub>s</sub> + P<sub>bee</sub></b> where  <b>PP</b> is the total number of preference points scored by the tenderer  <b>P<sub>s</sub></b> is the points scored for the comparative price of the tenderer, and  <b>P<sub>bee</sub></b> is the number of points awarded to the tenderer based on his certified B-BBEE status level</p> <p><b>OBJECTIVE CRITERIA / RISK TOLERANCE</b></p> <p><b>A risk analysis shall be undertaken on the bidder with the highest number of points obtained, to determine whether the tenderer does not exceed the JDA's risk framework criteria as stated below, in other words whether it falls within the ambit of the Risk Tolerance Framework as acceptable.</b></p> <p>The JDA has adopted a Risk Tolerance Framework (RTF) which enjoins the JDA to consider its risk exposure to contractors/Service Providers in terms of the number of contracts awarded to a single Contractor/service provider or the total value of contracts awarded to a single contractor/service provider in a particular year, financial capability to undertake the project such as working capital required, poor performance on previous projects, available resources for the project, unduly high or unduly</p>

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

Clause Number	Clause Heading	Data / Wording
F.3.13.1	Tender offers	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>a) the tenderer submits a copy of valid Tax Clearance Certificate or Tax pin. Any bidder whose tax matters are not in order with SARS will be disqualified.;</li> <li>b) the tenderer submits a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document;</li> <li>c) the tenderer is registered with the Construction Industry Development Board in an appropriate Contractor grading designation;</li> <li>d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>e) the tenderer has not:             <ol style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ol> </li> <li>f) The tenderer has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</li> <li>g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</li> <li>i) The tendering entity or the directors/partners of the tendering entity are in good standing with the local authority/municipality.</li> </ol> <p><b>BIDDERS WILL BE DISQUALIFIED FOR:</b></p> <ul style="list-style-type: none"> <li>• <b>FAILURE TO COMPLETE AND SIGN THE OFFER PAGE.</b></li> <li>• <b>FAILURE TO COMPLETE AND SUBMIT A PRICED BILL OF QUANTITIES IN FULL.</b></li> <li>• <b>FAILURE TO DULY COMPLETE FORM A3 (WHERE REQUIRED) THAT INCLUDES FOR ANY ADDENDA THAT MAY HAVE BEEN ISSUED WHERE SUCH ADDENDA HAS A MATERIAL EFFECT ON THE PRICING OF THE TENDER</b></li> <li>• <b>FAILURE TO BE REGISTERED AND ACTIVE WITH CIDB IN THE RELEVANT GRADING.</b></li> </ul>

<b>Clause Number</b>	<b>Clause Heading</b>	<b>Data / Wording</b>
		<ul style="list-style-type: none"><li>• <b>IN THE CASE OF A BIDDER WHO DURING THE LAST FIVE YEARS HAS BEEN TERMINATED ON PREVIOUS CONTRACTS WITH THE JDA.</b></li><li>• <b>COMPLETING THE TENDER DOCUMENT IN PENCIL.</b></li><li>• <b>FAILURE TO COMPLETE LOCAL CONTENT AND PRODUCTION( MBD6.2 )FORM AND ANNEXURE C.</b></li><li>• <b>FAILURE TO ATTEND THE COMPULSORY BRIEFING SESSION.</b></li></ul>
<b>F.3.18</b>	<b>Number of Paper Copies</b>	The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

## **PART T2: RETURNABLE DOCUMENTS**

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

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

The tenderer must complete the following returnable schedules

- Form A1:** Authority to sign Tender  
**Form A2:** Declaration of Interest  
**Form A3:** Record of Addenda to Tender Documents  
**Form A4:** Banking Details  
**Form A5:** Proposed Amendments and Qualifications (if any)  
**Form A6:** Certificate of Authority for Joint Venture (if applicable)  
**Form A7:** MBD9 Certificate of Independent Bid Determination  
**Form A8:** Particulars of any contracts awarded by an organ of state during the last 5 years  
  
**Form A9:** Fulfilment of the Construction Regulations  
**Form A10:** Questionnaire on tenderer's procedures with respect to OHS and Construction Regulations  
  
**Form A11:** Business Declaration  
**Form A12:** MBD 5: Declaration for Procurement above R10 Million (Vat included)  
**Form A13:** MBD 8: Declaration of bidder's past supply chain management plan Practices.  
  
**Form A14:** A valid Tax Compliance Pin Letter  
**Form A15:** Certified Copy of current Municipal Account in the name of the Tenderer or alternatively in the names of the Directors/Partners of the tendering entity  
**Form A16:** Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the GCC pro-forma (refer C1.3)  
**Form A17:** Declaration Certificate for Local Production and Content for Designated Sectors  
**Form A18:** Consent And Acknowledgments in Terms of The Protection Of Personal Information Act 2013 (Popi)  
  
**Form B1:** Guarantee in accordance with the GCC pro-forma (refer C1.3)  
Proof of CIDB Grading  
  
**Form B2:** A valid originally certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating  
  
**Form B3:** Schedule of Recently Completed Contracts of a Similar Nature  
**Form B4:** Schedule of Current Contracts  
**Form B5:** Schedule of Construction Plant and Equipment  
**Form B6:** Schedule of Proposed Subcontractors  
**Form B7:** Schedule of Proposed Key Personnel and detailed CV's and Qualification of all key personnel  
  
**Form B8:** Estimated Monthly Expenditure  
**Form B9:** Methodology Statement  
**Form B10:** Preliminary Construction Programme  
**Form B11:** Labour and Plant Histograms  
**Form B12:** Audited Financial Statements for past 3 years  
Bank Rating  
  
**Form B13:**  
**Form B15:** COIDA Letter of Good Standing  
**Form B16:** Bills of Quantities

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

- Form of Offer and Acceptance
- Contract Data
- Occupational Health and Safety Agreement (C1.4)



- Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993 (C1.5)

**FORM A1: AUTHORITY TO SIGN TENDER**

Notes to tenderer:

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

.....  
**SIGNATURE**

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

.....  
**DATE**

**FORM A2: DECLARATION OF INTEREST**

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:.....

3.3 Position occupied in the Company (director, trustees, hareholder<sup>2</sup>):.....

3.4 Company Registration Number:.....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

3.7 The names of all directors/trustees/shareholders/members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES/NO**  
If yes, furnish particulars

.....  
.....

3.9 Have you been in the service of the state for the past twelve months? **YES /NO**  
If yes, furnish particulars

.....  
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?  
**YES / NO**

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

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?  
**YES / NO**

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

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

If yes, furnish particulars

.....  
.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

If yes, furnish particulars

.....  
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

**YES / NO**

If yes, furnish particulars .....

.....

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

**CERTIFICATION**

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

.....

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

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

.....  
Signature

.....  
Position

.....  
Name of Bidder

.....  
Date

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

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

**FORM A3: Record of Addenda to Tender Documents**

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

	<b>DATE</b>	<b>TITLE OR DETAILS</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

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

.....  
**DATE**

**FORM A4: Banking Details**

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

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

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

.....  
**DATE**

**FORM A5: Proposed Amendments and Qualifications (if any)**

**Proposed amendments and qualifications**

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

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

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

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

.....  
**DATE**



**FORM A6: Certificate of Authority for Joint Venture (if applicable)**

This Returnable Schedule is to be completed by joint ventures.

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

**The tenderer shall attach to this page the Joint Venture agreement.**

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

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

**DATE:** .....

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

I, the undersigned, in submitting the accompanying bid:

**CONTRACT NO WFS/001 APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION  
OF DEMARCATION, SIGNAGE AND WAYFINDING SIGNS ALONG PHASE 1C BRT ROUTE**

in response to the invitation for the bid made by:

JOHANNESBURG DEVELOPMENT AGENCY

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

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

(Name of Bidder)

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**FORM A8: Particulars of all Contracts awarded by an Organ of State during the last 5 years (In the event of insufficient space, attach additional information in supplementary document)**

<b>EMPLOYER</b>	<b>CONSULTING ENGINEER</b>	<b>NATURE OF WORK</b>	<b>VALUE OF WORK</b>	<b>YEAR OF COMPLETION</b>

.....  
**SIGNATURE**

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

.....  
**DATE**

**Organ of State means-**

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

**FORM A9: Fulfilment of the Construction Regulations, 2014**

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

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

(Tick)

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

2. Proposed approach to achieve compliance with the Regulations

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

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

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

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

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

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

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

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

(Tick)

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

.....  
**SIGNATURE**

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

.....  
**DATE**

**FORM A10: Questionnaire on Tenderer’s Procedures with respect to the Occupational Health and Safety Act (OHACT) and Construction Regulations.**

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

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

.....  
**DATE**



**FORM A11: Business Declaration**

Tender/RFP Number : .....

Tender/RFP Description : .....

Name of Company : .....

Postal Address : .....

.....

Physical Address : .....

.....

Telephone : .....

Fax : .....

Contact Person : .....

Cell Phone Number : .....

E-Mail Address : .....

Company/enterprise Income

Tax Reference Number \*\* : .....

(Insert personal income tax number if a one person business and personal income tax numbers of all partners if a partnership)

VAT Registration Number : .....

Company Registration Number: .....

1. Type of Firm
- Partnership
  - One person business/sole trader
  - Close corporation
  - Public company
  - Private company
- (Tick One Box)

2. Principal Business Activities

.....

.....

.....

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

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

.....

.....

5. Did the firm exist under a previous name?

- Yes
  - No
- (Tick one box)

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

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

Full Time: .....

Part Time: .....

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

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

SERVICE	NAME	CONTACT PERSON	TELEPHONE
ACCOUNTING			
LEGAL			
AUDITING			
BANKING			
INSURANCE			

**BANK DETAILS**

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

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

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

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

BANK: .....

BRANCH: .....

BRANCH CODE: .....

ACCOUNT NUMBER: .....

ACCOUNT HOLDER:.....

TYPE OF ACCOUNT: .....

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

**SIGNATURE**                    : .....

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

**CAPACITY**                    : .....

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

**DATE**                         : .....

**FORM A12: MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**

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

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

**YES / NO**

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

.....  
.....

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

**YES / NO**

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

2.2 If yes, provide particulars.

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

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

**YES / NO**

3.1 If yes, furnish particulars

.....  
.....

4 Will any portion of goods or services be sourced from outside YES / NO the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

**YES / NO**

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## FORM A13: MBD8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

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

.....

**FORM A14: COPY OF TAX CLEARANCE CERTIFICATE AND TAX COMPLIANCE  
PIN LETTER**

The tenderer shall attach to this page a current Copy of Tax Clearance Certificate and Tax Compliance Pin Letter which shall be obtained by the tenderer from SARS.

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

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

.....  
**DATE**



**FORM A15 (a): MUNICIPAL ACCOUNT**

The tenderer shall attach to this page a certified copy of the current Municipal Account in the name of the Tenderer or alternatively in the names of the Directors/Partners of the tendering entity.

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

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

.....  
**DATE**

**FORM A15 (b): DECLARATION ON STATE OF MUNICIPAL ACCOUNTS**

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

B      Bid Information

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

C      Documents to be attached.

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

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

.....

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**FORM A16: LETTER OF INTENT**

The tenderer shall attach to this page a Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the GCC pro-forma (refer C1.3).

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

.....  
**DATE**

**FORM A17: MBD 6.2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8 (2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

## 2. Definitions

2.1. "bid" includes written price quotations, advertised competitive bids or proposals;

2.2. "bid price" price offered by the bidder, excluding value added tax (VAT);

2.3. "contract" means the agreement that results from the acceptance of a bid by an organ of state;

2.4. "Designated sector" means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. "Duly sign" means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. "imported content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. "Local content" means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. "Stipulated minimum threshold" means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. "sub-contract" means the primary contractor's assigning, leasing, making out

work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

**3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods threshold</u>	<u>Stipulated minimum</u>
Steel Products and Component for Construction	100%
Steel Value-added Products	100%
Plastic Pipes	100%
Electrical; Cables	100%
Fabricated structural steel	100%

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

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

5.1. If yes, provide the following particulars:

(a) Full name of auditor:

.....

(b) Practice number:

.....

(c) Telephone and cell number:

.....

(d) Email address:

.....

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

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

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

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

**IN RESPECT OF BID NO. ....**

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

NB

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

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

of .....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
  - (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	



If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Annex C

**Local Content Declaration - Summary Schedule**

- (C1) Tender No.
- (C2) Tender description:
- (C3) Designated product(s)
- (C4) Tender Authority:
- (C5) Tendering Entity name:
- (C6) Tender Exchange Rate:
- (C7) Specified local content %

Note: VAT to be excluded from all calculations

Pula  EU  GBP

**Calculation of local content**

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

**Tender summary**

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)
(C20) Total tender value	R -		
	(C21) Total Exempt imported content	R 0	
	(C22) Total Tender value net of exempt imported content	R 0	
	(C23) Total Imported content		R 0
	(C24) Total local content		R 0
	(C25) Average local content % of tender		

Signature of tenderer from Annex B

Date: \_\_\_\_\_

**JOHANNESBURG DEVELOPMENT AGENCY (JDA)  
CONTRACT No.: CN/001 EDITH CAVELL STREET**

SATS 1286.2011

**Annex D**

(D1) Tender No. \_\_\_\_\_  
 (D2) Tender description: \_\_\_\_\_  
 (D3) Designated Products: \_\_\_\_\_  
 (D4) Tender Authority: \_\_\_\_\_  
 (D5) Tendering Entity name: \_\_\_\_\_  
 (D6) Tender Exchange Rate: \_\_\_\_\_ Pula \_\_\_\_\_ EU \_\_\_\_\_ GBP \_\_\_\_\_

**Note: VAT to be excluded from all calculations**

**A. Exempted imported content**

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											R 0

**B. Imported directly by the Tenderer**

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											R 0

**C. Imported by a 3rd party and supplied to the Tenderer**

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											R 0

**D. Other foreign currency payments**

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					

Signature of tenderer from Annex B \_\_\_\_\_

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

Date: \_\_\_\_\_

**Annex E**

--

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

<b>Note: VAT to be excluded from all calculations</b>
---

	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	<b>(E9) Total local products (Goods, Services and Works)</b>		R 0

(E10)	<input style="width: 80%;" type="text"/> (Tenderer's manpower cost)	<input style="width: 80%;" type="text"/> R 0
(E11)	(Rental, depreciation & amortisation, utility costs, consumables etc.)	<input style="width: 80%;" type="text"/> R 0
(E12)	(Marketing, insurance, financing, interest etc.)	<input style="width: 80%;" type="text"/> R 0
	<b>(E13) Total local content</b>	<input style="width: 80%;" type="text"/> R 0

**Signature of tenderer from Annex B**

Date: \_\_\_\_\_

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

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

**1. What is personal information?**

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

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

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

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

**3. How will JDA process personal information?**

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

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

**4. To whom will personal information be disclosed?**

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

**5. Consent and Permission to process personal information:**

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

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

**6. Rights regarding the processing of personal information:**

- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide JDA with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if JDA agrees to same in writing. JDA specifically draws to the attention that the

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

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

**7. Queries relating to breach of personal information:**

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

Bidder Signature:	Date:
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**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT  
REGULATIONS 2022**

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

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

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**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that



preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## **2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## **3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

### **3.1. POINTS AWARDED FOR PRICE**

#### **3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

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

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmin = Price of lowest acceptable tender

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

**3.2.1. POINTS AWARDED FOR PRICE**

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

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

Where

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

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

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

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the

conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**FORM B1: CIDB GRADING**

The tenderer shall attach to this page the proof of CIDB grading.

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

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

.....  
**DATE**

**FORM B2: B-BBEE CERTIFICATE**

The tenderer shall attach to this page a valid originally certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating.

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

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

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

.....  
**DATE**



**FORM B3: SCHEDULE OF RECENTLY COMPLETED CONTRACTS OF A SIMILAR NATURE**

The Tenderer shall list below the last five civil construction contracts of a **similar nature** completed by the Tenderer. This information is material to the award of the Contract. The tenderer's past civil experience (pavements, roads, road marking and signage) in delivering projects of a similar nature and scale in city centres (high vehicular and pedestrian volumes) in the timeline specified will be assessed.

**The Tenderer is to include completion certificates for the listed completed contracts.**  
**(In the event of insufficient space, attach supplementary documentation)**

<b>EMPLOYER</b> (Name, Tel No and Fax No)	<b>CONSULTING ENGINEER</b> (Name, Tel No and Fax No)	<b>NATURE OF WORK</b>	<b>VALUE OF WORK</b>	<b>YEAR OF COMPLETION</b>

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

.....  
**DATE**



**FORM B4: SCHEDULE OF CURRENTS CONTRACTS**

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

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

.....  
**SIGNATURE**

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

.....  
**DATE**

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

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

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

DESCRIPTION	QUANTITY	YEAR ACQUIRED

*Attach additional information in a supplementary document*

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

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

*Attach additional information in a supplementary document after this page*

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

.....  
**DATE**

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

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

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

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

.....  
**DATE**



**FORM B7: PROPOSED KEY PERSONNEL**

The Tenderer shall list below the key personnel whom he proposes to employ on the contract should his offer be accepted, both at his headquarters and on the site, together with their qualifications, experience and positions held. **A proposed Project Organogram, Detailed Curriculum Vitae of proposed candidates, Qualifications and professional registration are to be attached to this page.**

LOCATION	DESIGNATION	NAME AND NATIONALITY OF PROPOSED CANDIDATE	SUMMARY OF QUALIFICATIONS & EXPERIENCE
<b>HEAD OFFICE</b>	Contracts Manager with minimum 10 years of experience as a Contracts Manager in major road works projects and registered as a professional construction manager (Pr CM/CPM) with the SACPCMP		
<b>SITE OFFICE</b>	Site Agent with minimum 10 years of experience as a Site Agent on major road works projects with minimum qualification of a B.Tech in the Built Environment		
	OHS officer: 5 years' experience as construction health and safety officer and has experience in major road works projects. Registered with SACPCMP as Construction Health and Safety Agent or equivalent		
	SMME Supervisor with minimum 10 years of experience in construction supervisory roles in road projects		
	Foreman with a minimum of 10 years of experience as a Foreman in road works projects.		

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

.....  
**DATE**

**FORM B8: ESTIMATED MONTHLY EXPENDITURE**

The Tenderer shall state below the estimated value of work to be completed every month based on his preliminary programme and his tendered unit rates. \* ***The amounts for contingencies and Contract Price Adjustment must not be included.***

MONTH	VALUE *
1	R
2	R
3	R
4	R
TOTAL	R .....

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

.....  
**DATE**

**FORM B9: METHODOLOGY STATEMENT**

The tenderer shall attach to this page the detailed Methodology Statement for the works.

The bidder's methodology will be evaluated in the context of the requirements of the proposed project.

Bidders are to note that the site is an occupied construction site; bidders are to take note of the traffic on the affected roads and local amenities (fire department, police station hospital), access must be provided at all times. There must be always adequate management and supervision of the site-based team, a full-time health and safety officer is a requirement of this contract. Construction methodology forms a critical part of the evaluation process. In line with the scope of work and tender drawings, bidders must submit the following:

- Method statement
- Schedule
- Sequencing of work
- Resource plan that captures daily production targets, sizes of proposed plant, etc.
- Quality Plan
- Demolitions – demolitions, excavations, and relocation of existing services
- Health and safety plan
- Traffic management/accommodation plan

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

.....  
**DATE**

**FORM B10: PRELIMINARY CONSTRUCTION PROGRAMME**

The tenderer shall attach to this page the preliminary Construction Programme for the works.

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

.....  
**DATE**



**FORM B11: LABOUR AND PLANT HISTOGRAMS**

The tenderer shall attach to this page the labour and plant histograms for the works.

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

.....  
**DATE**

**FORM B12: FINANCIAL STATEMENTS**

The tenderer shall attach to this page the Audited Financial Statements for the past three years.

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

.....  
**DATE**

**FORM B13: BANK RATING**

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

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

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

.....  
**DATE**

**FORM B14: BANK STATEMENTS**

The tenderer shall attach to this page the primary bank statements for the past three months.  
In the event of a joint venture each member shall comply with the above requirement.

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

.....  
**DATE**

**FORM B15: BILLS OF QUANTITIES**

An excel format Bill of Quantities has been included on the tender.

**The completed version of the electronic BOQ is to be printed out and each page must be signed by the Tenderer and attached to this form. There is no need for the Tenderer to handwrite the hard copy version of the BOQ.**

In the event of any discrepancy between the contents of the electronically priced schedule, the printout thereof and the electronically provided pricing schedule in Excel format, the contents of the signed printout pricing schedule provided as part of tender documentation shall be taken as the valid contents.

The signed printout of the Bill of Quantities shall be taken as the valid submission of the Bill of Quantities.

The above hard copies to be submitted are all designated to be “yellow” coloured pages.

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

.....  
**DATE**

**PART C1: AGREEMENT AND CONTRACT DATA**

**C1.1 Form of Offer and Acceptance**

**Offer**

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

**CN/001 – APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF ROAD PAVEMENTS AT EDITH CAVELL STREET INCLUDING DEMARCATION, SIGNAGE AND WAYFINDING SIGNS ALONG PHASE 1C BRT ROUTE**

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

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

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

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

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

**TENDERER:**

**WITNESS:**

Signature

Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Name and address of organisation:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Acceptance**

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

The terms of the contract, are contained in:

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

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

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

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

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

**EMPLOYER:**

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Name and address of organization:

JOHANNESBURG DEVELOPMENT AGENCY (PTY) LTD

**JOHANNESBURG DEVELOPMENT AGENCY (JDA)  
CONTRACT No.: CN/001 EDITH CAVELL STREET**

---

NO. 3 HELEN JOSEPH STREET (FORMERLY PRESIDENT STREET)  
NEWTOWN, JOHANNESBURG





**JOHANNESBURG DEVELOPMENT AGENCY (JDA)  
CONTRACT No.: CN/001 EDITH CAVELL STREET**

---

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

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

**TENDERER:**

**EMPLOYER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Capacity

Name and address of organisation:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and address of organisation:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WITNESS:**

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CONFIRMATION OF RECEIPT**

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

the \_\_\_\_\_(day) of \_\_\_\_\_(month) \_\_\_\_\_(year)

at \_\_\_\_\_(place)

**CONTRACTOR:**

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**C.1.2 CONTRACT DATA****PART 1: DATA PROVIDED BY THE EMPLOYER****C1.2.1 CONDITIONS OF CONTRACT****C1.2.1.1 GENERAL CONDITIONS OF CONTRACT**

This Contract will be based on the “General Conditions of Contract for Construction Works, Third Edition, 2015”, issued by the South African Institution of Civil Engineering (abbreviated title: “GCC 2015”) is applicable to this Contract and is obtainable from [www.saice.org.za](http://www.saice.org.za).

It is agreed that the only variations from the GCC 2015 are those set out hereafter under “C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT”.

**C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT****C1.2.1.2.1 GENERAL**

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

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

**C1.2.1.2.2 AMENDMENTS TO THE GCC 2015****SCC 6.2 Security****SCC 6.2.1 Delivery of security**

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

The following conditions for the Guarantee shall apply:

Guarantors must be licensed by the Registrar of Financial Services Providers in terms of the Financial Advisory and Intermediary Services Act of 2002 (No. 37). Guarantees must be either insurance-backed or cash-backed. For insurance-backed guarantees, the guarantor must submit written confirmation from an underwriting management agency authorised to underwrite on behalf of an insurer or insurer registered with the Registrar of Short-Term Insurance in terms of the Short-Term Insurance Act of 1998 (No.53). For cash-backed guarantees, the guarantor

must submit written confirmation from a bank registered with the Registrar of Banks in terms of the Banks Act of 1990 (No. 94). Guarantees issued by National Credit Providers as defined in, and regulated by, the National Credit Act of 2005 (No. 34) will not be accepted”.

**SCC 6.2.2 Contractor failing to provide security.**

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

**SCC 6.2.3 Validity of performance guarantee**

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

**SCC 6.8.2 Application of the Contract Price Adjustment Factor**

Contract price adjustment is not applicable to this contract.

**Additional Special Conditions of Contract**

The following additional Special Conditions of Contract clauses SCC 1.1 and SCC 5.3 shall apply only in those circumstances where the Employer is required to apply for a construction work permit in terms of Construction Regulation 3(1):

**SCC 1.1 Definitions****SCC 5.3 Commencement of the Works****“SCC 5.3.1 Commencement of the Works**

Upon the Employer’s Agent’s instruction, the Contractor shall, save as may be otherwise provided in the Contract, or be legally or physically impossible, commence carrying out the Works. Such instruction shall be provided not later than 14 days after the Commencement Date. Such instruction shall be subject to:

SCC 5.3.1.1 The timely submission by the Contractor, and approval by the Employer’s Agent, of documentation required before commencing to carry out the Works and before the Employer applying for a permit to do construction work and approval of operational health and safety plan as set out in the Contract Data,

SCC 5.3.1.2 Application by the Employer for a permit to do construction work in terms of Regulations 3(1) and (2) of the Construction Regulations 2014, and

SCC 5.3.1.3 Receipt by the Employer of the permit to do construction work.

**SCC 5.3.2 Unacceptable documentation**

If the documentation referred to in Clause SCC 5.3.1 is not submitted within the number of days stipulated in the Contract Data from the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect, or if such documentation is found to be unacceptable, the Employer may terminate the Contract in terms of Clause 9.2.

**SCC 5.3.3 Time to instruct commencement of the Works.**

Where the Contractor delays the submission by the Employer of the application for a permit to do construction work and the occupational health and safety plan, such permit is not received within 14 days following the Commencement Date such that the Employer's Agent's instruction to commence carrying out the Works cannot be given, without prejudice to the Employer's rights to terminate the contract under Clause 9.2, the Employer's Agent shall delay issuing the instruction to commence carrying out the Works until such time as the permit to do construction work has been received. The Contractor shall have no entitlement under Clause 5.12 to an extension of time for Practical Completion. Where the permit to do construction work is not received within the 14-day period following Commencement of the Contract for reasons not attributable to the Contractor, the Employer's Agent shall delay the instruction to commence the Works and the Contractor shall be entitled to make a claim in accordance with Clause 10.1."

**6.10 Payments****SCC 6.10.4 Delivery, dissatisfaction with and payment of payment certificate**

In the first three lines of Clause 6.10.4, delete the word "days" and replace them with the words "working days".

**C1.2.2: CONTRACT DATA (Applicable to this contract)****PART A: DATA PROVIDED BY THE EMPLOYER**

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

**Clause 1.1.1.13**

The defects liability period is 12 months.

**Clause 1.1.1.14:**

The time for achieving Practical Completion is **SIX (6) MONTHS**, exclusive of the 14-day period referred to in Clause 5.3.2 below, and exclusive of non-working days referred to in Clause 5.8.1 below and exclusive of special non-working days (Clause 5.8.1).

**Clause 1.1.1.15:**

The Employer is Johannesburg Development Agency, represented by the CEO and/or such person or persons duly authorized thereto by the Employer in writing and is referred to in this Contract Document by the terms "Employer" as the context provides.

**Clause 1.1.1.16**

The Engineer, referred to in the documents, is the firm of Consulting Engineers, BMK Engineering Consultants acting through a Director, an Associate or an official authorized thereto in writing. The name of the Engineer is: Mr. T. Ramjogi or their successors duly appointed by the Employer.

**Clause 1.1.1.26:**

The Pricing Strategy is a Re-measurement Contract.

**Clause 1.1.1.28**

*Replace with the following:*

"Scope of Work" means the document(s) containing the Standard Specifications, the Project/Particular Specifications, and the Drawings, that specifies and describes the Works, which are to be provided, and any other requirements and constraint relating to the way the work is to be performed.

**Clause 1.2.1.2**

Employers Address: 03 Helen Joseph Street  
Newton  
2000  
Email tratshilumela@jda.org.za

Engineers Address: Office F10, 33 Riley Road  
Pinewood Office Park, Woodmead  
4319  
Email admin@bmkgroup.co.za

**Clause 3.2.3:**

The Employer's Agent is required to obtain the specific approval of the Employer for any expenditure more than the Contract Price.

- a) Clause 6.3.2: Issue of **Variation Order**.
- b) Clause 4.4.4: The removal or addition of a QSE / EME subcontractor from or to the Works.

**Clause 4.3:****Clause 4.3.1**

The Ministerial Determination, Special Public Works Programme, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 March 2002 shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

*Add the following clause after Clause 4.3.2.:*

**Clause 4.3.3**

The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated there under.

An agreement is included in the Contract Document (C1.4 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timorously renewed in order that it remains in full force for the duration of the Contract.

**Clause 4.5.2**

Replace the term "Safety" with "Occupational Health and Safety".

**Clause 5.3.1:**

The Contractor shall commence executing the Works within 14 days from the Commencement Date.

Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the following specified items have been submitted and approved:

- (1) Health and Safety Plan (Refer to Clause 4.3) – to be approved by the client
- (2) Initial Programme (Refer to Clause 5.6)
- (3) Security (Refer to Clause 6.2)
- (4) Insurance (Refer to Clause 8.6)
- (5) Occupational Health and Safety Agreement (C1.4 of the Contract Document)
- (6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
- (7) Detailed methodology of how the contractor intends to implement the works and Quality Control Forms associated with each element of works to be constructed.



Furthermore, the Contractor must ensure that he obtains the necessary wayleaves to carry out the Works within the servitudes of all Authorities with presiding jurisdiction within the bounds of the site. All costs associated with obtaining such wayleaves and conditions required thereof are for the Contractor's account and must be included in the rates.

**Clause 5.3.2:**

The time to submit the documentation required before commencement with Works' execution is 14 days from the Commencement Date.

**Clause 5.4.2:**

Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where ongoing use by the public is required.

*Add the following clause after Clause 5.4.3:*

**Clause 5.4.4:**

The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.

**Clause 5.5.1:**

The Works shall be completed within the time frame stipulated or tendered (if applicable) in Clause 1.1.1.14, exclusive of non-working and special non-working days and the year-end break and inclusive of the 21-day period referred to in Clause 5.3.1 above. (5 working days comprise one week.)

**Clause 5.6.2:**

The programme shall contain the following activities and or items as a minimum requirement:

- a) Testing and acceptance control
- b) As-built levels and drawings
- c) Date for Practical Completion
- d) Date for Completion
- e) Health & Safety Compliance Audits
- f) Environmental Compliance Audits

**Clause 5.8.1:**

The non-working days are Sundays.

The special non-working days are:

- (1) All gazette public holidays falling outside the year end break.
- (2) The year end break as per the Civil Engineering Industry Annual Shut-down published by SAFCEC ([www.safcec.org.za](http://www.safcec.org.za)).

It is a condition of this tender for the contractor to work during nighttime. A Written notice, with supporting particulars, shall be given to the Employers Agent at the commencement of the project for the works to be carried out during night-time.

**Clause 5.12.2.2:**

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.

March	8 days
April	7 days
March	7 days
April	4 days
May	2 days
June	1 days
July	2 days
August	3 days
September	4 days
October	7 days
November	8 days
December	8 days

Only in the case of days lost more than the above working days will the Engineer grant an extension of time for all full days (excluding Saturdays, Sundays, and special non-working days) on which the Engineer certifies that no work was possible due to inclement weather. All claims for extensions of time due to inclement weather submitted to the Engineer by the Contractor shall be accompanied by substantiating facts and evidence.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

Notwithstanding Clause 5.12.2.2 of the GCC (2015) or any of the above, the Client will only entertain an extension of time without financial remuneration. Should the contractor wish to allow for this, he shall do so in his rates.

**Clause 5.13.1:**

The penalty for failing to complete the Works at the Due Completion Date is **R20,000.00 per day**. The Contractor is to note that delay penalties, in addition to monies still owed to the Contractor (including retention monies) and the Guarantee, shall effectively be used to address additional costs incurred by the Employer, such as the Employer's Agent's construction monitoring fees and other service providers' fees and wayleave extension costs, as a result of the Works not being completed at the Due Completion Date.

**Clause 5.13.3:**

The penalty for failure, on the part of the Contractor, to submit any regular monthly report as set out elsewhere in this document on the **25th day of each month** (or the previous workday for the applicable month) until the issue of the Certificate of Completion shall be subject to a penalty of **R100.00 per report per day**, until report is submitted, and which shall not be reversible.

**Clause 5.14.1:**

The requirements for achieving Practical Completion are all those for the Works to reach a state of readiness, fit for the intended purpose and occupation without danger or undue inconvenience to the Employer.

**Clause 5.16.3:**

The latent defects period is 10 years.

**Clause 6.2.1:**

The Deed of Guarantee is to be delivered to the Employer within 14 days of the Commencement Date. The security to be provided by the Contractor shall be a performance guarantee of 10% of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.3.

**Clause 6.5.1.2.3:**

The percentage allowance to cover overhead charges and profit shall not exceed 10%.

**Clause 6.8.2:**

Add the following to Clause 6.8.2:

The Contract Price will not be subject to contract price adjustment.

**Clause 6.8.3**

Price adjustments for variations in the costs of special materials are not allowed.

**Clause 6.10.1.5:**

The percentage advance on materials not yet built into the Permanent Works is 80%.

**Clause 6.10.3:**

The limit of retention money is 10% of the Contract Sum, of which 5% will be returned at reaching completion.

**Clause 8.6.1:**

The Contractor shall provide the insurances required in terms of clauses 8.6.1.1, 8.6.1.2 and 8.6.1.3 of the General Conditions of Contract.

**Clause 8.6.1.1.2:**

The value of Plant and materials supplied by the Employer to be included in the insurance sum is R 0.00 (Nil).

**Clause 8.6.1.1.3:**

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 10% of the value of repairing works.

**Clause 8.6.1.2:**

Special Risks Insurance issued by SASRIA is required.

**Clause 8.6.1.3:**

The limit of indemnity for liability insurance is R1 000 000.00 for any single claim – the number of claims to be unlimited during the construction and defects liability periods.

**Clause 8.6.1.5:**

In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:

- (a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.

Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing river and storm water channel.

Professional Indemnity Insurance providing cover in an amount of not less than R1 000 000.00 in respect of each claim. This insurance shall remain in force after completion of this contract for a period of not less than 1 (one) year.

**Clause 8.6.6:**

The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an insurance broker's warranty worded precisely as given in part C1.6 Insurance Broker's Warranty.

**Clause 9.2.1:**

Add the following to Clauses after Clause 9.2.1.3.7:

The Contractor fails to provide the required guarantee and insurances within the prescribed time.

The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.

#### **9.2.1.3.9**

An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

#### **Clause 11.1:**

It is a condition of Contract that a minimum of 30% of the Total Sum of Works, excluding “Section 1200 COLTO (1998) – “General Requirements and Provisions” and Provisional Sums cost, be subcontracted to local SMME “mini-BOQ” provided. The SMME’s scope has been pre-measured, and a provisional sum allowed for. The Bidders are to provide a percentage of profit and attendance on these provisional sums. Upon commencement of the contract, the Contractor will issue “mini-BOQs” to prequalified SMMEs, who will then be requested to price the pre-identified SMME scope of works. Furthermore, it is a condition of this tender that the successful contractor is required to take full responsibility of managing all appointed sub-contractors and the quality of their works.

#### **Clause 11.2**

This Contract consist of Primary Scope of Works and Additional Scope of Works. The Employer may decide to add or remove the “Additional Scope” before appointment or after appointment of the Contract.

The Primary Scope of Works is quantified in Schedule A and the Additional Scope of Works in Schedule B. If the Additional Scope is added to the Contract the Contract Period will not change. The tenderer may price additional preliminary and general cost in Schedule B for additional resources that may be required to achieve this goal. The Contractor is not entitled to any other cost he may experience as set out in the provided bills of quantities in case the Employer adds or removes the Additional Scope from the Contract.

#### **Payment of Invoices**

Payment of invoices shall be within 30 days of receipt of invoice by the Johannesburg Development Agency

**1 C1.2.2: CONTRACT DATA (Applicable to this contract)**

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

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR										
<b>1.</b>	<b>GENERAL</b>										
Clause 1.1.1.9:	<b>Name of the Contractor:</b> ..... ..... .....										
Clause 1.2.1.2:	<b>Address of the Contractor:</b>  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 50%;"><u>Physical:</u></td> <td style="text-align: center; width: 50%;"><u>Postal:</u></td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> </table>	<u>Physical:</u>	<u>Postal:</u>	.....	.....	.....	.....	.....	.....	.....	.....
<u>Physical:</u>	<u>Postal:</u>										
.....	.....										
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**C1.3 PERFORMANCE GUARANTEE**

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

**PRO FORMA PERFORMANCE GUARANTEE**

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

**1. GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means: .....

Physical address: .....

“Employer” means: .....

“Contractor” means: .....

“Employer’s Agent” means: .....

“Works” means: .....

“Site” means: .....

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R .....

Amount in words: .....

“Guaranteed Sum” means: The maximum aggregate amount of R .....

Amount in words: .....

“Expiry Date” means: ..... or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

**2. CONTRACT DETAILS**

Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

**3. GUARANTOR'S LIABILITY**

- 3.1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 3.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 3.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

**4. CONDITIONS APPLICABLE TO THIS PERFORMANCE GUARANTEE**

- 4.1 The Guarantor hereby acknowledges that:
- 4.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
- 4.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 4.2 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.2.1 to 4.2.3:
- 4.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.2.
- 4.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.2.1 and the sum certified has still not been paid.
- 4.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.2.
- 4.3 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 4.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 4.3; or
- 4.3.2 a provisional or final sequestration or liquidation court order has been granted against



- the Contractor and that the Performance Guarantee is called up in terms of 4.3; and
- 4.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
  - 4.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.2 and 4.3 shall not exceed the Guarantor's maximum liability in terms of 3.1.
  - 4.5 Where the Guarantor has made payment in terms of 4.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
  - 4.6 Payment by the Guarantor in terms of 4.2 or 4.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
  - 4.7 Payment by the Guarantor in terms of 4.3 will only be made against the return of the original Performance Guarantee by the Employer.
  - 4.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
  - 4.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
  - 4.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 3.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
  - 4.11 This Performance Guarantee, with the required demand notices in terms of 4.2 or 4.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
  - 4.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

**C1.4 Occupational Health and Safety Agreement**

THIS AGREEMENT between Johannesburg Development Agency (hereinafter called “the EMPLOYER”) on the one part, herein represented by:

\_\_\_\_\_ in his/her capacity  
as \_\_\_\_\_

and \_\_\_\_\_ (hereinafter called “the Contractor”) of  
the other part herein represented by

\_\_\_\_\_ in his/her capacity as

**WHEREAS** the EMPLOYER is desirous that certain works be constructed, being contract (No. and title to be inserted) and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the EMPLOYER and the Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993).

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

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

good standing from the Compensation Commissioner to this effect must be produced to the EMPLOYER upon signature of the agreement.

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

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

---

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

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

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

As witnesses:

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

---

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

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

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

As witnesses:

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

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

THIS AGREEMENT is made between the Johannesburg Development Agency represented by the

\_\_\_\_\_ (hereinafter called the EMPLOYER of the one

part, herein represented by: \_\_\_\_\_

in his capacity as:

\_\_\_\_\_ and \_\_\_\_\_

(hereinafter called the CONTRACTOR) of the other part, herein represented by

\_\_\_\_\_ in his capacity

as: \_\_\_\_\_ duly authorised

to sign on behalf of the Contractor.

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

**CONTRACT No: CN/001 – APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF ROAD PAVEMENTS AT EDITH CAVELL STREET INCLUDING DEMARCATION, SIGNAGE AND WAYFINDING SIGNS ALONG PHASE 1C BRT ROUTE**

**AND WHEREAS** the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any,

imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the EMPLOYER'S AGENT from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
  
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at \_\_\_\_\_ for and on behalf of the

**CONTRACTOR** on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME AND SURNAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_

WITNESS: \_\_\_\_\_

Thus signed at \_\_\_\_\_ for and on behalf of the

**EMPLOYER** on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

NAME AND SURNAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_

WITNESS: \_\_\_\_\_

**PART C2: PRICING DATA****C2.1 Pricing Instructions**

1. The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities. The agreement is based on the General Conditions of Contract for Construction Works, prepared by the South African Institution of Civil Engineering, 2015. The additions, deletions and alterations to the General Conditions of Contract for Construction Works as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.  
The method of measurement published by the Committee of Land Transport Officials in the Standard Specifications for Road and Bridge Works for State Road Authorities, 1998 Edition is applicable, subject to the variations and amendments contained in COLTO (1998) standardised specification.
1. The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.
2. Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.
3. Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
4. Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
5. The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
6. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.
7. The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

8. The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.
9. Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual



item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil. The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

11. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment. The **Ordering of materials** is not to be based on the Bill of Quantities, but only on information issued for construction purposes.
12. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

13. The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
no	=	number
m <sup>2</sup> -pass	=	square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

14. A payment item in the schedule of Quantities / Bill of Quantities must allow the tenderers to price for compliance with OHSA and the Construction Regulations. This payment item must include for the erection of Visitors Indemnity Signs and for ensuring that visitors receive instructions and sign an indemnity declaratio

**PART C2: PRICING DATA**

**C2.2 Bill of Quantities / Schedule of Quantities**









































**PART C3: SCOPE OF WORK**

The Scope of the Work is set out in two portions:

**PORTION 1: PROJECT SPECIFICATION**

Covers a general description of the project, the facilities available and the requirements to be met.

**PORTION 2: VARIATIONS AND ADDITIONS TO THE STANDARDISED SPECIFICATIONS**

Covers variations to the standardised specifications and particular specifications, which are applicable to the contract. Should any requirement of the Project Specification conflict with any requirement of the standardised or particular specifications, the requirements of the Project Specifications shall prevail.

**PORTION 1: PROJECT SPECIFICATION COVERS A GENERAL DESCRIPTION OF THE PROJECT, THE FACILITIES AVAILABLE AND THE REQUIREMENTS TO BE MET.**

**PART C3: SCOPE OF WORK**

1.1 Description of the Works

- 1.1.1 Employer's objectives
- 1.1.2 Overview of the works
- 1.1.3 Extent of the works
- 1.1.4 Location of the works
- 1.1.5 Temporary works
- 1.1.6 Access
- 1.1.7 Accommodation of traffic
- 1.1.8 Working Hours

1.2 Engineering

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

1.3 Procurement

- 1.3.1 Requirements
- 1.3.2 Subcontracting – Special Conditions of Contract

1.4 Construction

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

1.5 Management

- 1.5.1 Management of the works

## **PART C3: SCOPE OF WORK**

### **1.1 Description of the Works**

#### **1.1.1 Employer's objectives**

The Johannesburg Development Agency (JDA) in conjunction with The City of Johannesburg (COJ) has been planning, designing, and implementing the bus rapid transit (BRT) corridor for Phase 1C. In addition the JDA has also been appointed by the COJ to implement the 'Bus Rapid Transit (BRT) – Rea Vaya' Facilities within the BRT framework. The key aspects of the project serve to provide benefits including a safe, accessible, and secure public transport system, a decrease in road congestion, energy consumption and vehicle emissions, an enhanced urban environment and Job creation.

The project is to be completed within **Twelve (12) months** of the Commencement Date.

The successful bidder must consider the utilization of local labour to maximize employment opportunities to the local community in line with the JDA requirements.

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

The Contractor shall be responsible for provision and construction of the assigned Works in regards to the rehabilitation of road pavements at Edith Cavell Street and the construction of 'Bus Rapid Transit (BRT) – Rea Vaya' Facilities (Gandhi Station) on Albertina Sisulu Road and Commissioner Street. The Contractor shall also be responsible for the supply of materials, transport to site, unloading from road or rail, storage on site, site quality control and management, testing, painting and finishing to the satisfaction of the Engineer. Where the Works shall include (but is not limited to) the following components:

- Establishment and De-establishment,
- Provision of traffic accommodation facilities,
- Roadside drainage cleaning and maintenance,
- Mill & Spoil existing pavement layers
- Construction of road pavement layers
- Construction of a paved sidewalk.
- Replacing of existing kerbing,
- Tack coat,
- Asphalt overlay,
- Road signs and road markings,
- Traffic Signal Design, Approval, Testing and Commissioning.
- Finishing and tidying of the road and road reserve.
- New BRT bus stations and included elements

#### **1.1.3 Extent of the Works**

The extent of the civil works includes but is not limited to the following:

- Demolition: Demolition and spoiling or stockpiling (as per instruction) of existing road signs and paving bricks, rocks, etc
- Services: Protection of Stormwater, sewer and water network where necessary.
- Construction of new road pavement.
- Construction of road signs to complete.



- Construction of road markings to complete.
- Accommodation of traffic.
- Installation of new traffic signals and signs
- Reinstatement of surfaces around sign poles
- Construction of new BRT bus stations and included elements.
- Additional elements to BRT bus station including Tactile Tiles, Weather Proofing Panel, Ticket Sales and Toilet/Store Booths

The Contractor is to allow for the coordination between his works and other Contractors appointed by the client and allow them access onto the site and use of adjacent land for construction, as and when required.

It is to be noted that 50 percent of the works may be deemed night-time and therefore the contractor is expected to make an allowance for night work on his preliminary and general items.

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

The rehabilitation of road pavements is in Hillbrow ward 63, the route begins on Edith Cavell Street at the Kotze street intersection and proceeds in a northerly direction. At Goldreich Street the route follows a north westerly direction then turns right on to Clarendon Place until it reaches the Clarendon BRT station. It is approximately 660 metres in length and consists of two lanes in each direction.

The location for the new 'Bus Rapid Transit (Gandhi Station BRT) – Rea Vaya' Facilities will be found on Albertina Sisulu Road and Commissioner Street within the Johannesburg CBD. The positions for the proposed new bus stations will be situated between Joubert Street and Rissik Street respectively.

See attached locality for details.

1.1 Edith Cavell Street

1.2 Albertina Sisulu Road and Commissioner Street

#### **1.1.5 Temporary Works**

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

Locating and establishment of the site camp site will be the Contractors responsibility.

The Contractor is required to adequately secure the Site during the contract period. Tenderers

are to note the high crime rate in the vicinity of the Site and are to make an adequate provision.

for Site security, especially with regards to, but not limited to, survey poles, temporary signage,

orange netting, hoarding, electrical reticulation (until contract completion), etc.

#### **1.1.6 Access**

Furthermore, it is a requirement of this Contract that the Contractor ensures that all residents have access to their properties after hours and on weekends; all businesses are to have access during business hours. The Contractor is to implement temporary measures / deviations as required in order to achieve this outcome. Prior to the implementation of any deviation, written permission for such deviations shall be obtained from the Engineer.

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

#### **1.1.7 Accommodation of traffic**

The Contractor shall ensure the safe accommodation of traffic at all areas where the work may impact traffic and shall provide all delineators, watching, lighting, signs and barricades required by the road authorities, and in accordance with the South African Road Traffic Signs Manual.

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

#### **1.1.8 Working Hours**

The working hours (including lunch) per working day is 8 (8am-5pm) unless otherwise indicated in the Contractors programme. Due to the nature of the works, the contractor must take cognisance of night-time work to try and avoid disruption during busy, high traffic periods during the day. It is to be noted that 50 percent of the works may be deemed night-time and therefore the contractor is expected to include night work on his preliminary and general items.

The contractor shall Not require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

### **1.2 ENGINEERING**

#### **1.2.1 Design services and activity matrix**

- All internal design, drawing approval and drawing issue – Employers agent
- Temporary Works and Wayleaves - Contractor
- Completion of all works - Contractor
- Preparation of as-built data inclusive of As-built drawings – Contractor

The Consultants are responsible for the design of all permanent works and not the temporary works utilized by the Contractor. The Contractor shall be solely responsible

for ensuring the safety and efficacy of his designs for temporary works. For those portions of the work scheduled as 'Design and Build', the Consultant must still approve in writing all designs before construction commences, although this will not relieve the Contractor of his responsibilities relating thereto.

### **1.2.2 Employer's design**

All permanent works required for construction have been designed by Employer. The Contractor shall review and familiarize themselves with the design.

### **1.2.3 Design brief**

The employer has briefed the consultants as to design requirements.

### **1.2.4 Drawings**

The drawings listed below are attached to give an overview of the project. Additional construction drawings will, be issued to the Contractor by the Engineer/ Employer on commencement date and thereafter from time to time as required.

The drawings that form part of the tender document are to be used for tender purposes only. On award of the Contract, the successful bidder will receive three (3) sets of unreduced paper prints of each drawing free of charge. Any additional prints will be for the account of the Contractor.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer shall supply all figured dimensions omitted from the drawings.

Any information in possession of the Contractor that the Engineer requires in order to complete his as-built drawings shall be supplied to the Engineer before a Certificate of Completion will be issued.

Drawing No.	Description	Size
EBRT/1762/RM/01	Demarcation, Road Signs and Marking Plan - Edith Cavell Steet	A1
EBRT/1762/RM/02	Demarcation, Road Signs and Marking Plan - Edith Cavell Steet	A1
EBRT/1762/RM/03	Demarcation, Road Signs and Marking Plan - Edith Cavell Steet	A1
BMK-7377-104-1000	Reya Vaya Phase 1C – Gandhi Station BRT	A1
BMK-7377-104-1000	Reya Vaya Phase 1C – Gandhi Station BRT	A1
BMK-7377-104-1000	Reya Vaya Phase 1C – Gandhi Station BRT	A1

BMK-7377-104-1000	Reya Vaya Phase 1C – Gandhi Station BRT	A1
BMK-7377-104-1000	Reya Vaya Phase 1C – Gandhi Station BRT	A1
BMK-7377-104-1000	Reya Vaya Phase 1C – Gandhi Station BRT	A1
BMK-7377-104-1000	Reya Vaya Phase 1C – Gandhi Station BRT	A1

**1.2.5 Design procedures**

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

## **1.3 PROCUREMENT**

### **1.3.1 Requirements**

The Contractor shall be required to adopt labour-based techniques through the full spectrum of the works with the provision that the Clients specific objectives regarding time and quality are not compromised. **Maximization of employment shall be of the essence on this contract.**

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

**The Contractor and all sub-contractors will be required to pay labour rates which are in accordance with SAFCEC rates for the civil construction industry for unskilled workers.**

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

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

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

### **1.3.2 Subcontracting – Special Conditions of Contract**

#### **Participation and Advancement of Start-Up and Small and Micro Enterprises**

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

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

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

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

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

It is a condition of this tender that the successful Contractor is required to take full responsibility of managing all appointed subcontractors and the quality of their works. The Contractor will be expected to pay SMMEs full rates as submitted by the Contractor to the JDA.

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

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

1. If appropriate, the SMME bill of quantities is to provide for market related P&G items in order that the SMME may be compensated for any unforeseen delays or events that impact on his ability to complete his works. **It is to be specifically noted that the rates for items of work to be executed by QSE / EME's must be market related. Tenderers are to ensure that rates tendered for this portion of the works is to take into account all items that the main contractor would have allowed for in his normal course of pricing, i.e. materials, labour, wastage, profit, attendance, etc. all at applicable productivity rates.**
2. The Contractor will be expected to have clearly specified the programme dates to the SMME Contractors and these dates are to be included in the contract of agreement between the two parties. The Contractor is to monitor the SMME Contractor's progress against the programme and hold progress meetings with the SMME Contractors where minutes are to be kept and signed off by both parties.
3. The Contractor is to assess the skills of the SMME Contractor and provide the relevant support and training where it is necessary in order for the SMME Contractor to complete the works to programme, budget and specification. The Contractor will be expected to provide on-site training to the SMME Contractors that will ensure that the SMME Contractor's staff is suitably trained to execute the works and that they receive sufficient relevant experience on the project.
4. The Contractor is responsible for safety compliance on the project and will assist the SMME Contractors in all aspects to achieve safety compliance, that will include:
  - a) Assisting the SMME Contractors with developing their safety files, legal appointments, etc
  - b) Assisting the SMME Contractors with achieving safety on site.
  - c) Having tool box talks with the SMME Contractor's employees on a daily basis.
  - d) Providing all safety equipment and signage.
  - e) Providing safety training where necessary.
5. The Contractor is to provide all the necessary equipment for the timeous monitoring and the checking of the quality of works as carried out by the SMME Contractors. The Contractor will be expected to monitor the SMME Contractor's works for quality

compliance and provide all the necessary support to the SMME Contractors in order to achieve quality requirements. The Contractor is to ensure that if the SMME Contractor's quality of works does not achieve specification the Contractor will assist the SMME Contractors to achieve specification and not allow the works to continue until the quality requirements are achieved.

6. The Contractor is to generate monthly reports for the JDA that includes the following:
  - a) SMME Contractor resources on the site, i.e. supervisors, labour, plant tools and equipment
  - b) SMME Contractor progress of works on site.
  - c) SMME Contractor quality control on site.
  - d) SMME Contractor expenditure on the project versus target expenditure.
  - e) Copies of minutes of the SMME Contractor and Managing Contractor progress meetings.
  - f) Concerns and improvements to be made.

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

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

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

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

### **1.3.3 Resource standard pertaining to targeted procurement**

The Resource Specification is for SANS 1914-4: Participation of targeted enterprises and targeted labour (local resources).

Targeted enterprises and targeted labour groups will be identified by the Community Liaison Officer, in consultation with the local Ward Councillor(s).



## **1.4 CONSTRUCTION**

### **1.4.1 Works specifications**

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

Although not bound in or issued with this document, the following standardised specifications shall form part of the Contract, and, notwithstanding the provisions of clause 2.2 SANS 1200A, the editions specified below will apply:

SANS 1200.

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

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

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

None Applicable

### **1.4.2 Plant and Materials**

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

### **1.4.3 Construction Equipment**

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

### **1.4.4 Existing Services**

The requirements of Section 1200A of the standard specifications as amended shall apply in this regard.

### **1.4.5 Site Establishment**

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

Services and Facilities Provided by The Employer:

- Nil

Facilities Provided by the Contractor:

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

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

**Storage and Laboratory Facilities:**

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

**Other Facilities and Services:**

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

**Vehicles and Equipment:**

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

**Advertising Rights:**

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

**Notice Boards:**

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

**Office Accommodation for Meeting Room:**

- The Contractor must provide a meeting room to accommodate a Maximum of 20 people.
- The meeting room is to be air-conditioned.
- Main Contractor must provide a work station and storage area per SMME (Office base may be subdivided per SMME).

#### **1.4.6 Site Usage**

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

The Contractor is to allow for the accommodation and diversion of pedestrian traffic in his preliminaries & general items all in accordance with the South African Road Traffic Signs Manual, The Occupational Health & Safety Act & The Construction Regulations as amended, including on-going liaison with the traffic authorities and management of traffic, alterations to kerbing and landscaping, barricading road entrances, temporary signage, dust screens, painting of lines, etc. The traffic accommodation proposal shall be approved by the Project Manager prior to the execution of the works.

The Contractor is to maintain temporary accesses to all businesses during business hours and to all residential properties outside of business hours. In the event that the Contractor cannot maintain access to residents' properties for vehicular parking and the like, the Contractor is to provide alternative secure parking for residents at his own cost. Similarly, should residents be forced to park on the street due to construction activities, the Contractor shall provide security personnel to guard the residents' vehicles.

The cost hereof shall be included in the Contractor's preliminaries & general items.

#### **1.4.7 Permits and wayleaves**

The Contractor shall be responsible to obtain all the wayleaves required under this Contract. Contractors are to comply with the terms and conditions of the wayleaves as supplied by the various service provider departments. The EMPLOYER'S AGENT has applied for all the services from service provider departments and will forward the information to the Contractor on receipt of all the information, the Contractor shall then transfer said Wayleaves into the name of his/her company. The Contractor shall be responsible for all costs associated with establishing a site office including special permissions and or permits for the use of land.

#### **1.4.8 Alterations, additions, extensions and modifications to existing works**

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

#### **1.4.9 Inspection of Adjoining Properties**

Contractors are to ensure that adequate inspections of adjoining properties are carried out before construction commences (and records are kept thereof) to ensure that any claims received from adjoining properties due to damage can be dealt with decisively. The settlement of any claims in this regard shall be for the Contractors account and the Contractor is to ensure that he has the necessary 3rd party insurances in place as specified in this document. Photographs must be taken to document the inspection.

#### **1.4.10 Water for Construction Purposes**

The Contractor is to make his own arrangements for the supply of water for construction purposes and his own domestic usage. The same principle applies to electricity.

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

Provision shall be made for a surveyor and survey equipment required to successfully set out the works and establish the required levels.

All survey work shall comply with TMH 11 "Standard Survey Guidelines issued by the Department of Transport".

Survey equipment and assistants

The Contractor shall, in accordance with the requirements of SABS 1200 AB (as amended) provide the following survey equipment for the exclusive use of the Engineer and his staff:

- 1 upright reading automatic level with tripod;
- 1 metric levelling staff with protective cover bag;
- 6 ranging rods;
- 1 100 metre Stilon tape measure;
- 1 ± 2 kg hammer.

Whenever reasonably required by the Engineer, the Contractor shall, in accordance with the requirements of SABS 1200 AB (as amended), make available to the Engineer or his representative, the following additional survey equipment:

- 1 tacheometer with tripod;
- 1 survey staff for tacheometer;

- 1 Distomat, complete with tripod, fully charged battery and all appurtenant accessories.
- Survey assistants  
The Contractor shall, in accordance with the requirements of subclause 5.5 of SABS 1200 AB, make available to the Engineer, two (2) survey assistants.

#### **1.4.12 Features requiring special attention**

##### **(a) Site maintenance**

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner and shall keep the Site free from debris and obstructions.

##### **(b) Testing and quality control**

(I) **CONTRACTOR TO ENGAGE SERVICES OF AN INDEPENDENT LABORATORY**  
Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Engineer in deciding whether the quality of materials utilised and workmanship achieved by the Contractor comply with the requirements of the Specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Engineer or by the Contractor.

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

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

##### **(II) COSTS OF TESTING**

##### **(a) Tests in terms of sub-clause 1.4.12(b)(I)**

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

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out

additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

**(b) Additional tests required by the Engineer**

The costs of any additional tests required by the Engineer in terms of sub-clause 1.4.12(b) (I): Additional testing required by the Engineer, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

**(c) Subcontractors**

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

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

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

**(d) Up and closing down of designated borrow pits**

Measurement and payment for opening up and closing down designated borrow pits, including removing and stockpiling overburden and restoring the Site, shall be made under item 8.3.4 of SABS 1200 D. This item applies to all borrow material required under this Contract.

The requirements of sub-clause 5.2.2.2 of SABS 1200 D regarding the opening up, maintenance and closing down of borrow pits shall be adhered to.

**(e) Access to properties**

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 8.1.2 of the Conditions of Contract.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the foregoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and

entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

**(f) Existing residential areas**

Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. The Engineer's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24 hours but not more than 48 hours in advance. Supplies shall be normalised by 16:00 on the same day.

**(g) Labour-intensive competencies of supervisory and management staff**

Contractor having a CIDB Contractor grading designation of 6SK and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards the skills programme.

The managing principal of the Contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a Contractor grading designation of 1CE/SK, 2CE/SK, 3CE/SK and 4CE/SK shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such Contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme, for the NQF level 2 unit standards or NQF level 4 unit standards.

**(h) Employment of unskilled and semi-skilled workers in labour-intensive works**

**(l) Requirements for the sourcing and engagement of labour**

- (1) Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-4, Participation of Targeted Enterprises and Targeted Labour (local resources)
- (2) The rate of pay for labourers shall be set at South African Federation of Civil Engineering Contractor rates.
- (3) Tasks established by the Contractor must be such that:
  - (aa) the average worker completes 5 tasks per week in 40 hours or less; and
  - (bb) the weakest worker completes 5 tasks per week in 55 hours or less.
- (4) The Contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- (5) The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and/or who come from households:
  - (aa) where the head of the household has less than a primary school education;
  - (bb) that have less than one full-time person earning an income;
  - (cc) where subsistence agriculture is the source of income;

(dd) those who are not in receipt of any social security pension income.

- (6) The Contractor must provide monthly statistics to the Client indicating the number of new jobs created through this contract. This statistic must be provided with each monthly payment certificate using Councils electronic prescribed format, which will be provided by the Project Manager of this project to the successful bidder. **Failure to provide the required statistics Council may withhold payment.**

(II) Specific provisions pertaining to SANS 1914-4

### **(1) Definition**

#### **Targeted labour:**

Individuals, employed by the Contractor in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

### **(2) Contract participation goals**

- a) The Contractor shall engage targeted labour and targeted enterprises directly in the performance of the contract to the extent that the total monetary value of such engagements, exclusive of any value added tax or sales tax required by law, expressed as a percentage of the net amount, is not less than the contract participation goal provided for in the contract.
- b) The Contractor shall submit details of his plan to achieve the contract participation goal on the contract participation goal implementation form contained in annex B, within five working day of being instructed to do so. If no such instructions are given, these plans shall be submitted before the submission of the first claim for payment.
- c) The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task-rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

### **(3) Terms and conditions for the engagement of targeted labour**

Further to the provisions of clause 3.3.2 of SANS 1914-4, written contracts shall be entered into with targeted labour.

### **(4) Variations to SANS 1914-4**

- (aa) The definition for net amount shall be amended as follows:  
Financial value of the contract upon completion, exclusive of any value-added tax or sales tax which the law requires the employer to pay the Contractor.
- (bb) The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.
- (III) Training of targeted labour

- (1) The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to

undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

- (2) The cost of the formal training of targeted labour, will be funded by the provisional sum allowed for in Preliminary & General section of the Schedule of Quantities.
- (3) The Contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.
- (4) The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.
- (5) An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend formal training, in terms of h (III) (4) above.
- (6) Proof of compliance with the requirements of h (III) (1) to h (III) (5) must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

**(i) Employment of local labour**

It is the intention that this Contract should make maximum use of the SMMEs and local labour force that is presently under-employed. To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

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

**(j) Monthly statements and payment certificates**

The statement to be submitted by the Contractor in terms of Clause 6.10 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal workings days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.



Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Subclause 6.10.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

**(k) Construction in restricted areas**

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

**(l) Notices, signs, barricades and advertisements**

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

The Engineer shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

**(m) Workmanship and quality control**

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bid for the related items of work. The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion increase this frequency where necessary to ensure adequate control. On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications

## **1.5 Management**

### **1.5.1 Management of the Works**

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

Should the Employer's Agent believe that the proposed site personnel are not sufficiently qualified and/or experienced to do the works, be this at CV review, or later into the contract, then the Contractor will be expected to replace this person/s, or provide additional persons to manage the works, and that this will be done at the Contractors own expense.

Should the Contractor fail to follow this instruction, then the Engineer will be entitled to place the Contractor on notice to rectify the situation in terms of the contract.

### **1.5.2 Health and Safety**

#### **1.5.2.1 Specification for Occupational Health and Safety in Construction Works Contracts**

##### **1. Scope**

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

##### **Note:**

- 1) This specification establishes general requirements to enable the employer and the Contractor to satisfy the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014.
- 2) The Construction Regulations, 2014, require the Construction Health and Safety Agent (OSHA) of an employer to stop any Contractor from executing construction work which is not in accordance with the Contractor's health and safety plan for the site or which poses a threat to the health and safety of persons.

##### **2. Definitions**

**Act:** The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

**Competent person:** any person having the knowledge, training and experience specific to the work or task being performed

**ergonomics:** the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimize human well-being and overall system performance

**hazard:** a source of or exposure to danger

**incident:** an event or occurrence occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which:

- a) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or to continue with the activity for which he was employed or is usually employed;
- b) a major incident occurred; or
- c) the health or safety of any person was endangered and where-
  - I. dangerous substance was spilled;
  - II. the uncontrolled release of any substance under pressure took place;
  - III. machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or machinery ran out of control

**Health and safety plan:** a documented plan, which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified and observe covid 19 protocols.

**Health and safety specification:** a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons.

**Inspector:** a person designated as such under section 28 of the Act

**Major incident:** an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace

**Reasonably practicable:** practicable having regard to:

- a) the severity and scope of the hazard or risk concerned;
- b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;
- c) the availability and suitability of means to remove or mitigate that hazard or risk; and
- d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving therefrom;

**Risk:** the probability that injury or damage will occur

**Safe:** free from any hazard

**Scaffold:** any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both

**Specification data:** data, provisions and variations that make this specification applicable to a particular contract

**Structure:**

- a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any
- b) structure designed to preserve or alter any natural feature, and any other similar structure;
- c) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- d) any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two metres or more

**Substance:** any solid, liquid, vapour, gas or aerosol, or combination thereof

**Suitable:** capable of fulfilling or having fulfilled the intended function or fit for its intended purpose

**3. Interpretation**

- 3.1 The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.
- 3.2 Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.

**4. Requirements**

**4.1 General requirement**

- 4.1.1 The Contractor shall execute the works in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring.
- 4.1.2 The Contractor shall with respect to the site and the engineering and construction works that are contemplated:
  - a) identify the hazards and evaluate the risks associated with such work constituting a hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act; and
  - b) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.
- 4.1.3 The Contractor shall as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is

required or permitted to use, as well as with the precautionary measures which should be taken and observed with the respect to those hazards.

- 4.1.4 The Contractor shall ensure that all employees under his or her control are:
- a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
  - b) issued with proof of health and safety induction training issued by a competent person and carry proof of such induction when working on site.
- 4.1.5 The Contractor shall not allow or permit any employee to enter any site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
- 4.1.6 The Contractor shall ensure that each visitor to a construction site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:
- a) undergoes health and safety instruction pertaining to the hazards prevalent on the site; and
  - b) is provided with the necessary personal protective equipment.
- 4.1.7 The Contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements.
- 4.1.8 The Contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

## **4.2 Health and safety representatives**

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

- h) participate in any internal health or safety audit.
- i) Participate in any internal health and safety.

4.2.2 The Contractor shall inform the relevant safety representative:

- a) beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
- b) as soon as reasonably practicable of the occurrence of an incident on the site.

4.2.3 The Contractor shall convene health and safety meetings whenever more than two health and safety representatives have been appointed for the site. These meetings shall be attended by all health and safety representatives and shall be convened at least once every month to:

- a) make recommendations to the employer regarding any matter affecting the health or safety of persons on the site; and
- b) discuss any incident on the site in which or in consequence of which any person was injured, became ill or died.

4.2.4 The Contractor shall consult with the health and safety committee on the development, monitoring and review of the risk assessment.

### **4.3 Appointment of construction supervisor and safety officers**

4.3.1 The Contractor shall appoint a full-time competent employee designated in writing as the construction supervisor for the site, with the duty of supervising the performance of the work falling within the scope of the contract and may appoint one or more competent employees to assist the appointed construction supervisor.

4.3.2 A Contractor may have considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer in writing, who has in the Contractor's opinion the necessary competencies and resources, to assist the Contractor in the control of all safety related aspects on the site.

4.3.3 The Contractor shall ensure that the construction supervisor is in possession of the most recently updated version of the fall protection plan.

4.3.4 The Contractor shall ensure that the following activities, as relevant, are carried out under the supervision of a competent person and that such persons are appointed in writing:

- a) all formwork and support work operations;
- b) excavation work;
- c) demolition work;
- d) scaffolding work operations;
- e) suspended platform work operations;

- f) operation of batch plants; and
- g) the stacking and storage of articles on the site.

#### **4.4 Risk assessment**

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

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

**The risk assessment must also include the details of the risks associated with work to be performed during night-time.**

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

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

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

Evaluate the risks and decide on precautions by doing everything 'reasonably practicable' to protect people from harm i.e. by looking at how things are done, what controls are in place and how the work is organised and comparing this against good practice to see if more can be done to bring practices up to standard. Consider if the hazard can be got rid of all together, and if not how can the risks be controlled so that harm is unlikely, e.g. try a less risky option (e.g. switch to using a less hazardous chemical); prevent access to the hazard (e.g. by guarding); organise work to reduce exposure to the hazard (e.g. put barriers

between pedestrians and traffic); issue personal protective equipment (e.g. clothing, footwear, goggles etc); and provide welfare facilities (e.g. first aid and washing facilities for removal of contamination).

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

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

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

4.4.4 Notwithstanding the provisions of the fall protection plan, the Contractor shall ensure that:

- a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
- b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;
- c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;
- d) fall prevention and fall arrest equipment is:
  - i. suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and
  - ii. securely attached to a structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall; fall arrest equipment is only used where it is not reasonably practicable to use fall prevention equipment; and
  - iii. suitable and sufficient steps are taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.

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

- a) the roof work has been properly planned;
- b) the roof erectors are competent to carry out the work;
- c) no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;
- d) prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;



- e) the areas mentioned in paragraph (d) are to be barricaded off to prevent persons from entering;
- f) suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
- g) there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

4.4.6 The Contractor shall ensure that:

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

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

4.4.7 The Contractor shall cause every workplace in his undertaking to be lighted in accordance with the illuminance values specified in the schedule of regulations: Provided that where specialised lighting is necessary for the performance of any particular type of work, irrespective of whether that type of work is listed in the schedule or not, the contractor shall ensure that specialised lighting is available to and is used.

**4.5 Health and safety plans**

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

The health and safety plan shall as a minimum provide:

- a) the information contained in Table 1 in respect of each hazard associated with work falling within the scope of the contract (see table 1) and
- b) an outline of the manner in which the Contractor intends complying with the requirements of this specification.

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

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

4.5.2 The Contractor shall discuss the submitted health and safety plan with the employer’s representative, modify such plan in the light of the discussions and resubmit the modified plan for approval.

4.5.3 The Contractor shall apply the approved health and safety plan from the date of commencement of and for the duration of the works to which this specification applies.

4.5.4 The Contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the employer, but at least once every month.

4.5.5 The Contractor shall update the health and safety plan whenever changes to the works are brought about.

**4.6 Subcontractors**

4.6.1 The Contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to perform the work falling within the scope of the contract safely. Such a subcontract shall require that the subcontractor shall:

- a) shall co-operate with the Contractor as far as is necessary to enable both the Contractor and sub-Contractor to comply with the provisions of the Act; and
- b) as far as is reasonably practicable, promptly provide the Contractor with any information which might affect the health and safety of any person at work

carrying out work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

4.6.2 The Contractor shall provide any sub-Contractor who is submitting a tender or appointed to perform a sub-contract falling within the scope of the contract, with the relevant sections of this specification and associated specification data which might be pertinent to the sub-contract.

4.6.3 The Contractor shall take reasonable steps as are necessary to ensure:

- a) co-operation between all sub-Contractors to enable each of those sub-Contractors to comply with the requirements of the Act and associated regulations; and
- b) that each sub-Contractor's health and safety plan is implemented.

4.6.4 The Contractor shall conduct periodic audits for compliance with the approved health and safety plan of each and every sub-Contractor working on the site at intervals agreed upon with such Contractors, but at least once per month.

4.6.5 The Contractor shall stop any Contractor from executing construction work which is not in accordance with the Contractor's or subcontractor's health and safety plan for the site or which poses a threat to the health and safety of persons.

4.6.6 The Contractor shall ensure that where changes to the works occur, sufficient health and safety information and appropriate resources are made available to the subcontractor to execute the work safely.

4.6.7 The Contractor shall ensure that:

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

4.6.8 The Contractor shall receive, discuss and approve health and safety plans submitted by subcontractors.

4.6.9 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

4.6.10 The Contractor shall reasonably satisfy himself that all employees of subcontractors are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

The Contractor shall satisfy himself and ensure that all subcontractor employees deployed in the site are:

- a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
- b) issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working on site.

#### **4.7 Reporting of incidents**

The Contractor shall notify the employer's representative of any incident as soon as possible after it has occurred and report such incidence to an inspector.

#### **4.8 Administration**

##### **4.8.1 Notification of intention to commence construction work**

The Contractor shall notify the Provincial Director of Labour in writing using a form similar to that contained in Annexure A of the Construction Regulations issued in terms of the Act before construction work commences and retain a copy of such notification in the health and safety file where such work:

- I. involves the demolition of a structure exceeding a height of 3m;
- II. involves the use of explosives to perform construction work;
- III. involves the dismantling of fixed plant at a height greater than 3m;
- IV. exceeds 30 days or will involve more than 300 person days of construction work; and includes:
- V. excavation work deeper than 1m; or
- VI. ii) working at a height greater than 3 m above ground or a landing.

##### **4.8.2 Health and safety file**

**4.8.2.1** The Contractor shall maintain on site a health and safety file on site which contains copies of the following, as relevant:

- a) the notification made to the Provincial Director of Labour in terms of 4.4.1;
- b) the letters of appointment of health and safety representatives;
- c) the minutes of all health and safety meetings;
- d) a comprehensive and updated list of all the subcontractors (nominated, selected or domestic) employed on site by the Contractor, indicating the type of work being performed by such sub-Contractors;
- e) a copy of each and every subcontract agreement;
- f) the Contractor's health and safety plan;
- g) the health and safety plans of all the Contractor's subcontractors who are required to provide such plans;
- h) the recommendations made to the Contractor by the health and safety committee referred to in 4.2.3
- i) any report made to an inspector by the health and safety committee referred to in 4.2.3; and

- j) the findings of all audit reports made regarding the implementation of the Contractor's or a subcontractor's health and safety plan;
- k) proof that the Contractor and every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- l) the inputs of the safety officer, if any, into the health and safety plan;
- m) a copy of risk assessments made by competent persons;
- n) details of induction training conducted whenever it is conducted;
- o) proof of all subcontractor's induction training whenever it is conducted;
- p) letters of appointments for competent persons to supervise prescribed activities;
- q) proof of the following where suspended platforms are used:
  - I. certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
  - II. proof of competency of erectors;
  - III. proof of compliance of operational design calculations with requirements of the system design certificate;
  - IV. proof of performance test results;
  - V. sketches indicating the completed system with the operational loading capacity of the platform;
  - VI. procedures for and records of inspections having been carried out;
  - VII. procedures for and records of maintenance work having been carried out;
  - VIII. proof that the prescribed documentation has been forwarded to the provincial director;
- r) records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork; and
- s) the names of the first aiders on site and copies of the first aid certificates of competency.

**4.8.2.2** The health and safety file shall be made available for inspection by any inspector, subcontractor, employer's representative, employer's agent, health and safety representative or employee of the Contractor upon the request of such persons.

**4.8.2.3** The Contractor shall hand over the health and safety file to the employer upon completion of the contract together with a record of all drawings, designs, materials used and other similar information concerning the completed structure.

#### **4.9 First aid, emergency equipment and procedures**

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

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

### **C3.2: Project Specification**

#### **PORTION 02: PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS**

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

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

The Standard Specifications provide, in certain clauses, for a choice to be specified in the Construction Specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this Contract are contained in this part of the Specifications. It also contains some additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

The Standard Specifications as well as the Particular (Project) Specifications refer to the 'Engineer' whereas the General Conditions of Contract for Construction Works, 2015, Third Edition, (GCC 2015) refer to the 'Employer's Agent'. In all cases where reference is made to the Engineer in the Standard Specifications or the Project Specifications, it shall have the same meaning as the Employer's Agent as defined in the General Conditions of Contract.

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

**SECTION 1100 GENERAL**

**B11.55WORK IN RESTRICTED AREAS**

*Add the following:*

“Any omission of pay items from the pricing schedule with regard to additional or extra over payment for work in restricted areas should be regarded as deliberate and any additional cost incurred shall be included in the bulk rate. (Refer also to clause B12.09(g))”

**SECTION 1200 GENERAL REQUIREMENTS AND PROVISIONS**

**B12.02SERVICES**

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

The provisional sums under item B12.02 also allows for the relocation and/or protection of existing services by either the contractor or the service provider. The bided rates shall include full compensation for all excavation, backfilling, compacting to 90% of modified AASHTO density, disposing of surplus excavated material, keeping the excavations safe, dealing with any surface or subsurface water, taking special care to ensure that services are not damaged in any way and any other operation necessary for completing the work. No distinction will be made between hard and soft material, nor will distinction be made between the various types of services to be exposed or the depths to which excavations are taken

**B12.04PROGRAMME OF WORK**

**(a) General requirements**

*Delete the first paragraph and add the following:*

“The Contractor shall submit his programme within the time stated in the Contract Data to the Engineer for approval. The programme shall be in the form of a bar chart (Gantt chart) or any other time-activity form acceptable to the Engineer, and shall clearly show:

- (i) The proposed rate of progress in order to complete the Works within the required period as tendered, showing the various activities, their durations and proposed resourcing levels (major plant and labour) for each element of the Works.



Sufficient detail shall be provided to enable the Engineer to be able to gauge construction progress. All activities, including establishment on site, trimming, and finishing and the completion of all minor ancillary works are to be included in the programme.

- (ii) The sequence of activities and any dependencies (time or resource related) between them.
- (iii) The critical path activities.
- (iv) The anticipated value of work to be done during each month.
- (v) Other information specifically required by the Engineer.

When drawing up his programme, the Contractor shall, inter alia, take into consideration and make allowance for:

- (i) Restricted working hours and all other constraints.
- (ii) Requirements of Clause B1230.
- (iii) Expected weather conditions and their effects (Clause B1215).
- (iv) Known physical conditions or artificial obstructions.
- (v) The accommodation and safeguarding of public.
- (vi) Dealing with, altering and installing services.
- (vii) The work to be undertaken by any sub-contractors. This work must be integrated into the programme of the main contractor.
- (viii) All other actions required in terms of this contract.
- (ix) Interim milestone dates and restrictions on the extent of work areas available at a given time.

**(b) Program Revisions**

The programme will be reviewed at the monthly financial site meetings at which the contractor shall provide sufficient detail that will allow the comparison of completed work per activity against the original approved programme. The contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that has fallen behind. The engineer may demand from the contractor a major revision of the programme. Such a revision shall be submitted for approval within fourteen days of the demand."

**B12.05WORKMANSHIP AND QUALITY CONTROL**

*Delete the second to fifth paragraph and replace with the following:*

"The Contractor shall submit a proposed Quality Management Plan in accordance with ISO 9002 for this contract (Form C9). Confirmation of the Quality Management Plan shall be submitted to the Engineer, for his approval within two weeks of the commencement date and prior to the commencement of construction activities. Once accepted by the Engineer the Contractor shall not deviate from it unless written notification of proposed changes have similarly been submitted and approved. The system shall record the lines and levels of responsibility and indicate the method and frequency by which testing procedures will be conducted.

The Contractor shall also appoint a Quality Manager who shall ensure that the Contractor's staff comply with the requirements of the Quality Management Plan. Payment for work done will not be made until the results of the Contractor's process control testing have been submitted and the Engineer has approved the work. The Engineer shall conduct such tests as he may deem necessary to verify the process control test results and shall retain all rights as determined in the General Conditions of Contract related to bad workmanship or unacceptable materials. This shall also be applicable to accepted alternative (mix) designs and related specifications."

*Insert the following new sub clauses:*

**(a) "External testing house**

An external testing house will be appointed by the Engineer to undertake verification quality control testing of construction materials and workmanship by means of laboratory testing at an external testing facility to confirm results of the combined laboratory on a selected sampling basis. All sampling and testing by the external testing house will be done on the instruction of the Engineer. Materials will be sampled on site or at commercial supply sources or at the contractor's asphalt or concrete plant and will be tested the following day. Results will be reported to the Engineer for interpretation and possible action. The external testing house will invoice the Contractor (nominated subcontractor) for the cost of material sampling and testing and for reporting the test results to the Engineer. This cost will be reimbursed under the provisional sum item on approval of the Engineer.

The contractor will be required to accommodate and support the sampling procedures of the external testing house during the course of the contract. Representatives of the Engineer and the testing house will be allowed to inspect any stockpile, storage facility or processing activity for the purpose of quality control.

**(b) External testing house used as combined laboratory**

The contract will utilize an external testing house as a combined laboratory. Testing shall be undertaken by a combined external testing house laboratory facility for process control (where the process control testing can be utilised as acceptance control), acceptance control and correlation testing subject to the following requirements laid down by the Employer:

- (i) The contractor accepts the test results of the combined laboratory. Should there be any doubts with regard to certain test results, this will be settled by an independent laboratory mutually agreed upon. The cost in such cases will be to the account of the party at fault.

The contractor accepts that the Engineer will be in charge of the combined laboratory.

- (ii) The external testing house must supply a suitable qualified material technician (with at least 10 years asphalt paving quality control experience). The material technician will be responsible for paving quality control (that includes but not limited to temperature control of asphalt, recording of

compaction effort, recording of stoppage and prevention of cold joints, inspection of the surface prior to tacking). This material technician must be approved by the Engineer before commencement of any works.

The contractor must install suitable infrared sensors on the paver to record the material temperature on a continuous basis and these results must be available to the external laboratory and Engineer.

- (iii) The contractor accepts the costs reduction factor as described below.

The total cost of the combined laboratory for the 6 month contract period has been estimated at an amount of R50 000.00 per month, which is included in Pay Item B14.11(a). The contractor's contribution to the combined laboratory shall be a minimum of 30% of the amount claimable by the external testing house. This amount shall either be deducted from the Pay Item or the contractor can, with the Engineers approval, provide a combination of deducted amount, transport, additional staff or other means equating to the 30% value."

#### **B12.06 THE SETTING OUT OF WORK AND PROTECTION OF BEACONS**

*Add the following paragraph:*

"The contractor shall take care that property beacons, trigonometry survey beacons or setting-out beacons are not displaced or destroyed without the consent of the engineer. Property beacons and trigonometry survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the contract without the consent of the engineer shall be the contractor's responsibility and included in the tender rates".

#### **B12.07 NOTICES, SIGNS AND ADVERTISEMENTS**

*Remove this part of the sentence from the first paragraph*

"... or as approved advertisements for the contractor's establishment."

Delete the third paragraph and replace with the following:

"All signboards erected in accordance with the drawings shall be removed at the same time as the disestablishment of the contractor's camp. Payment under sub-item 13.01 for the final instalment of 15% of the tendered lump sum shall not be made unless all the advertisements, notices and temporary signs have been removed. A typical signboard layout is shown in Volume 4.

#### **B12.09 PAYMENT**

*Add the following to the first paragraph of Clause 1209(b):*

"VAT shall be excluded from the rates and added as a lump sum to the total value of work measured for payment."

**(c) The meanings of certain phrases in payment clauses**

- (i) Procuring and furnishing...(material)

*Add the following:*

“Payment for procuring and furnishing material from commercial sources shall include all transport costs, irrespective of distance hauled.”

*Add the following new sub clauses:*

**(g) Work in restricted areas**

All work in restricted areas shall be allowed for in the tendered rates in the Bill of Quantities. No additional payment or claim will be entertained for restricted work.

**(h) Rates to remain unchanged when scope of work changes**

Dependent on the rates and prices offered in the Pricing Schedule, the employer intends to increase or reduce the scope of work to match the budget allowed for this project. To this end the contractor has been provided the opportunity to price separately for unit rates of work and the establishment of major plant. The value of such increase or reduction in the scope of works shall not give cause for the contractor to vary the offered rates and prices, which shall remain final and binding for the duration of the contract, provided that:

- (i) Notification of the change to the scope of work is given in writing within 28 days of the tender closing date.
- (ii) The value of the increase or reduction in the scope of work does not alter the tendered sum by more than 20%.”

**B12.10 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS**

*Add the following:*

“In addition to the listed specified items of work and regardless of the degree of beneficial occupation by the employer, no sections of the works, individually or collectively, shall be considered for practical completion unless the following criteria also have been met:

- The written list of outstanding items of work must be completed within 14 calendar days of the list having been accepted in writing by the contractor.”

The contents of this clause 1210 of the COLTO Standard Specifications, together with the above amendment, shall apply equally to the issue of a TAKING-OVER CERTIFICATE in terms of clause 51 of the GCC “General Conditions of Contract for Construction Works” 2015.

**B12.11 TRAFFIC OVER COMPLETED PAVEMENT LAYERS**

*Add the following:*

"It is a requirement of the contract that all work on the road be completed every day and that the road are open to traffic at night time. The contractor shall take due account of

this in his programme of work and daily programming. Any repairs to damage arising from this action will be to the contractor's account."

**B12.15 EXTENSION OF TIME RESULTING FROM INCLEMENT WEATHER**

*Delete the entire clause and replace with the following:*

Change the existing heading of clause 1215 to read as above and wherever the expression 'abnormal rainfall' is encountered replace it with '*inclement weather*' and make the following changes to *Method (ii) (Critical-path method)* which will apply to this Contract:

*Add the following as a new paragraph:*

"(a) Extension of time resulting from abnormal rainfall, very cold weather or other forms of inclement weather shall be calculated according to the requirements of Method (ii) (Critical-path method). The value of "n" working days per calendar month as specified in this clause shall be as given in Table B1215/1 below. If no abnormal rainfall or other inclement weather periods occur during a specific calendar month (or months), the n-values as specified shall not be taken as accumulating over the contract period. If the "n"-days allowed for in the programme of work are not taken up by standing time due to abnormal rainfall or inclement weather conditions, they will fall away and will not be considered in extension of time claims that may arise later during the contract period.

**Table B12.15/1: Average ('n') delays due to inclement weather**

Month	Jan*	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec*
'n' days delay	5 (4)	5	4	3	2	1	2	1	2	4	6	5 (3)

\* If the Contractor programmes to close during the traditional Christmas/New Year break, the days for December and March shall be reduced as shown in brackets. The value 'n' is the average number of days on which it is expected that there will be inclement weather at Johannesburg.

**SECTION 1300 CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**

**B13.02 GENERAL REQUIREMENTS**

**(a) Camps, construction plant and testing facilities**

*Add the following to this clause:*

There is no area available within the road reserve for the establishment of the contractor's organization, camp and constructional plant on site.

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel. The choice of the camp site shall be approved prior to establishment. No personnel will be allowed to reside on the site. Only night-watchmen/security guard may be on the site after hours.

The contractor shall be responsible for the security of his personnel, construction plant on and around the site of the works, and of his camp. The cost of this will be deemed to be included in item 13.01.

The contractor's offices, laboratory and stores shall, unless otherwise agreed, be erected in close proximity to the engineer's offices and laboratory. The entire area shall be fenced with a minimum of 1,8m height razor taped mesh. The contractor's offices, stores and engineer's offices and laboratory shall be provided with sufficient perimeter lighting.

The contractor shall provide security guards from a reputable security company for protection of the engineer's offices. The security guards must be provided with a two way radio and be in constant contact with the control room of the security company and an armed response unit. The security guards must be armed and accompanied by trained guard dogs. Payment for the above shall be included in item 13.01.

The contractor shall provide at each work site at least one portable chemical latrine unit per 10 workers for use by construction workers employed on the project. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the satisfaction of the engineer. The contractor shall move them to the required positions, and finally remove them, on completion of the works, all to the satisfaction of the Health Department of the relevant authority. Toilets must be screened from public view and their use shall be enforced. No separate payment shall be made for this requirement and payment shall be deemed to be included in the rates tendered for the contractor's time-related obligations.

After completion of the contract, the Contractor shall remove all his temporary buildings, plant and equipment. The site shall be made good and be left in a neat and tidy condition before a certificate of completion shall be issued.

The Contractor shall make his own arrangement for potable and construction water as well as any power supply and no additional payment will be made for this.

**Cellular Telephone** - It is a requirement of the contract that the contractor shall equip his site agent(s) with a cellular telephone to allow for effective communication between the contractor's supervisory personnel and the engineer's supervisory staff. All costs associated with the provision of cellular telephones for the contractor's personnel shall be deemed to be included in rates billed for time-related charges.

**(c) Legal and Contractual Requirements and responsibilities to the public**

*Add the following as a second paragraph*

“There has been recent legislation promulgated by Government that improve mutual obligations on the employer and contractor in the performance of their duties to society and to the built and natural environment. To assist the contractor in understanding and assessing his obligations, and thus to make allowances for the cost of compliance with this legislation, the following additional specifications are included in the project specifications.

- i) Section C of the Scope of Works contains the Environmental Management Plan for this project. Its provisions regulate the contractor’s construction methods to ensure responsible conduct and treatment of the environment relevant to the project. No separate payment mechanism has been made available for the contractor to allow for his compliance with relevant environmental legislation. The contractor shall include such costs in the existing payment items under section B1303 Payment. However, non-compliance with the provisions of this section may lead to the imposition of penalties.
- ii) Section D of the Scope of Works contains the specification that regulate the contractor’s construction methods so far as to ensure health and safety of his employees and of the public. New pay item has been made available under this section to allow the contractor to make separate provision for the cost of health and safety measures during the construction process.”

**B13.04 COMMUNITY LIAISON OFFICER(S)**

The successful tenderer shall enter into an agreement with the Ward Councillor/Ward Committee whereby the Ward Councillor shall provide to the Contractor with a Community Liaison Officer (CLO) for liaison with the recipient community, who as part of his/her duties will also act as a Labour Desk Officer (LDO) for labour recruitment. **The CLO shall attend all site and other meetings concerning the project.**

The agreement shall make provision for the payment by the Contractor to the CLO a maximum amount as stipulated by Council from time to time for the specific area.

Only one CLO shall be appointed per project. If the project spans over more than one Ward, the relevant Ward Councillors shall agree on one CLO to be appointed by the Contractor. Should no agreement be found as envisaged, the relevant Project Manager together with the General Manager: Integrated Community Development, or their nominees, will interview prospective appointees and in their discretion appoint such CLO. Notwithstanding the above, if the vastness of the project requires the use of more than one CLO, this will be permitted provided that the total monthly sum paid to all CLO’s shall not exceed the amount allowed for above.

Should the Contractor experience any difficulties with the community, these difficulties shall immediately be brought to the attention of the Department/Project Manager who

shall arrange a meeting with the relevant Ward Councillor(s) and the CLO to resolve such difficulties.

The main Contractor shall ensure that any Sub-Contractor he may appoint shall adhere to these conditions but also subject to the proviso's applicable to the duration of such sub-contract.

Should any of the above conditions be less favourable than any Bargaining Council Agreement or Act applicable to the Contractor, the more favourable condition will apply.

**B13.03 PAYMENT**

**B13.01 THE CONTRACTOR'S GENERAL OBLIGATIONS:**

*Add the following to pay item 13.01:*

"Should the combined total tendered for subitems (a), (b), and (c) exceed 15 % of the tender sum (excluding CPA, contingencies and VAT), the tenderer shall state his reasons in writing for tendering in this manner. If the tenderer should require additional compensation for his obligations under section 1300 (over and above the total tendered for item B13.01) by including such additional compensation in the tendered rates and/or lump sum of items in the Pricing Schedule, these items and the value of such additional compensation shall also be indicated in writing in a letter.

**B13.01 The contractor's general obligations**

*Add the following pay sub item:*

<b>Item</b>	<b>Unit</b>
"(d) Health and safety obligation	month"

*Add the following payment item:*

**B13.04 Community Liaison Officer(s)**

- a) Remuneration of Liaison Officer(s) prime cost (PC) sum
- b) Contractor's charge to allow for handling costs and profit in respect of sub item 13.03(a) percentage (%)
- i) Payment under the PC sum provided in sub item 13.04(a) to cover the employment and remuneration of the Liaison Officer(s) shall be affected in accordance with the provisions of Clause 45.1 of the General Conditions of Contract.
- ii) The tendered percentage in sub item 13.04(b) is the percentage of the amount actually spent under sub item 13.04(a) that will be paid to the Contractor in full compensation for the Contractor's handling costs and profit in respect of the employment and remuneration of the Liaison Officer(s).



**SECTION 1500 ACCOMMODATION OF TRAFFIC**

**B15.01 SCOPE**

*Add the following:*

"It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is volume 2, chapter 13 of the June 1999 edition. Copies of this publication are available from Government Printers –Tel: (012) 334 4507/8/9 or (012) 3344510 Fax: (012) 323 9574. This section also covers the provision of additional information signs for motorists and the release of any notices to the media and public."

**B15.02 GENERAL REQUIREMENTS**

*Insert the following after the heading:*

"The contractor shall programme his work taking due cognizance of restrictive conditions indicated in Clause B1204. The contractor's tendered rates shall include full compensation for all possible additional costs which may arise from the above and no claims for extra payment as a result of this modus operandi will be considered. **The contractor shall in particular note that no additional compensation shall be made for work that could be considered as half-width construction.**"

The following contain the Employer's general requirements for accommodating the traffic during construction:

The travelling public shall have the right of way on public roads and the contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

Failure to maintain road signs, warning signs, etc, in a good condition shall constitute ample reason for the engineer to bring the works to a stop until the road signs, etc, have been repaired to his satisfaction.

The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual Volume 2 Chapter 13 of the June 1999 edition.

The contractor shall submit proposals in connection with directional signs to the engineer for approval prior to construction.

Sufficient signage shall be provided, erected and relocated as necessary by the contractor to reroute traffic onto the deviations.

Apart from the through traffic in the town that will be deviated along routes identified, it shall be noted that vehicle owners in a street block or blocks must still have daily access to their properties. The contractor will have to provide access and he must accept some disruption to his works, for giving access to these vehicles.

**Special requirements for accommodation of traffic**

The contractor must adhere to the following special requirements with respect to the accommodation of traffic:

- (a) Site personnel

The contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the engineer, ineffective shall be immediately replaced by the contractor.

(b) Failure to comply with provisions

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the traveling public, accommodation of traffic, plant and personnel in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

A fixed penalty of R5 000-00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of this specification with respect to the accommodation of traffic.

In addition a time-related penalty of R500-00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after the engineer has given an instruction to this effect. The engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

(c) Road signs and barricades

The contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, lost, or stolen.

All temporary road signs required to remain in position for some time shall be pole mounted as shown on the drawings. All temporary road signs required to be moved more often shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included in the tendered rates for the various types of temporary road signs. The covering of permanent road signs, if applicable, shall be by utilizing a hessian bag that shall be pulled over the sign in the form of a hood and fastened to the signposts. Plastic bags or other materials and fastened by means of adhesive tape shall not be permitted. The cost of covering of permanent road signs shall be included in the tendered rates.

(d) Channelisation devices and barricades

The use of drums as channelisation devices shall not be permitted.

Delineators shall:

- (i) comply with the manufacturing and reflective requirements of the SARTSM and the blades shall be reversible with dimensions as indicated on the drawings;
- (ii) have smooth and round edges and be mounted on a post and base. All components shall be of durable plastic material;
- (iii) have the lower edge of the reflective part of the delineator mounted not lower than 250mm above the road surface;

(iv) be capable of withstanding the movement of passing vehicles and gusting winds up to 60 km/h in typical working conditions without falling over. To achieve this, the base shall be at least 0,18 m<sup>2</sup> and ballasted by sandbags with sand;

(v) together with its mounting be designed such that it will collapse in a safe manner under traffic impact.

Traffic cones manufactured in a fluorescent red-orange or red plastic material may be used only at short term lane deviations during daylight. Cones shall not be used on their own, but shall be interspersed with delineators at a ratio not exceeding 3:1. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night time shall be demarcated by delineators only.

(e) Warning devices

All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant before being allowed onto the site shall obtain a clearance permit from the engineer.

(i) Vehicle mounted flashing lights

Rotating lights shall have an amber lens of minimum height of 200 mm and shall be mounted in such a way as to be highly visible from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic. All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be highly visible and operated continuously while the vehicles are manoeuvring in or out of traffic or are traveling or parked alongside roads open to public traffic.

Rotating lights and the "construction vehicle" signs on the contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The contractor shall apply and maintain lights together with temporary mounting brackets, to the approval of the engineer. Vehicles and plant that do not comply with these requirements shall be removed from the site.

(ii) Sign mounted flashing lights

Two amber flashing lights shall be vertically mounted on top of the traffic signs at each end of each traffic accommodation section as shown on the drawings. The lights shall be operated during the hours of darkness.

(f) Other traffic control measures ordered by the engineer

The engineer may instruct the contractor to provide any other road sign, reflective tape, etc not measured in standard payitems. Such road signs shall conform to the requirements of the SARTSM, or specification provided by the engineer. Similarly, in order to ensure that the traveling public is kept fully informed and warned on matters relating to the accommodation of traffic, construction sign posting and the effect of the construction on the free flow of traffic through the site, the engineer may arrange for advertising in the press and/or for other forms of publicity.

(g) Flagmen

Flagmen shall be provided where shown on the drawings or required by the specification. No flagman shall be on duty for a period of more than 10 hours per day. Flagmen shall be adequately trained in the standard flagging techniques as described in the SARTSM (refer to figure 13.23 of detail 13.23.1) and be provided with conspicuous clothing such as safety jackets utilizing retro-reflective and / or fluorescent panels in red, yellow and / or white.

Flagmen shall have in their possession, at all times, certification that they have attended and passed an accredited course in flagging techniques before being allowed onto the construction site.

Flags shall be made from bright red or red-orange material and shall be square with a minimum side length of 600 mm. The flag shall be attached to a staff at least 1,0 m in length.

In terms of lateral clearance and safety, flagmen shall stand on the shoulder of the lane of traffic that is being controlled and under no circumstances shall flagmen be permitted to stand within the traffic lane. In order to obtain maximum visual impact for the traveling public, flagmen shall stand-alone.

*Add the following new sub-clauses:*

**(j) Night work**

All plant used on site shall be equipped with suitable lights including flashing amber lights to enable the work to be properly performed and controlled at night. Night work will only commence if, according to the Engineer, the Contractor provides all equipment, personnel and stand-by reserves to execute the work at night as if in normal daytime hours.

Payment shall be made under item B15.15 for provision of the lighting for the whole working site in work areas as specified above.

The Contractor shall provide for artificial lighting to ensure the proper execution of the work in terms of the contract. The artificial lighting shall be subject to the Engineer's approval and shall consist of at least the following:

(i) At least 3 floodlight towers per work area shall be provided when works are performed during the night shift. A work area is defined as an area of radius 15 m in which night work is being done. The Contractor shall provide adequate lighting at night as specified for every work area. The light in a work area shall be a minimum of 75 lux.

(ii) The power systems shall comply with the Occupational Health and Safety Act No 6 of 1993 as amended, and the Standard Regulation for Wiring of Premises of the South African Institute of Electrical Engineers.

No additional payment will be made to the Contractor over and above payment for the Contractor's general obligations for providing and maintaining all extra personnel and equipment for executing night work.

Upon request by the Engineer or his representative, the Contractor shall make available a mobile flood light tower for use by the Engineer's staff. Payment for this request shall be made under item B15.16"

**B15.17 MEASUREMENT AND PAYMENT**

*Add the following payment items:*

“The Contractor’s obligation under this Section 1500 shall not be measured or paid for directly (except as hereinafter provided for) and compensation for the work involved to comply with these obligations shall be deemed to be covered by the rates and amounts tendered for the various items of work included under this contract.

**B15.15 Provision of lighting on site for works areas during night work or where instructed**..... Lump Sum

The tendered sum shall include compensation for providing and maintaining lighting as specified and shall include for all units, required for all the operations being done during the same working period.

Payment shall be made monthly, pro rata to the contract time elapsed but shall not finally exceed the tendered sum, except when extension of time for completion is granted in terms of the general conditions of contract, when additional payment will be made pro rata to the initial contract period of the main portion of the works.

Payment for the moving and operation of the lighting equipment and other incidentals necessary for lighting the site shall be included in the tendered rates.”

**“Item** **Unit**

**B15.16 Provision of mobile flood light tower for the use by the Engineer’s staff for works areas during night work or where instructed**..... Lump Sum

The tendered sum shall include compensation for providing and maintaining a mobile flood light tower lighting as specified and shall include for all units, required for all the operations being done during the same working period.

Payment shall be made monthly, pro rata to the contract time elapsed but shall not finally exceed the tendered sum, except when extension of time for completion is granted in terms of the general conditions of contract, when additional payment will be made pro rata to the initial contract period of the main portion of the works.

Payment for the moving and operation of the lighting equipment and other incidentals necessary for lighting the site shall be included in the tendered rates.”

**“Item** **Unit**

**B15.17 Traffic Safety Officer**..... Month

The tendered rate shall include full compensation for providing a traffic safety officer and all requirements and obligations to perform the requirements required by the traffic safety officer as defined in terms of 1502(i) and B1230(f).

The tendered rate shall be paid monthly. The Engineer has the right to subtract days if the traffic officer has neglected his duties in the opinion of the Engineer.”

**SECTION 3500 STABILIZATION**

**B35.01 SCOPE**

*Add the following as a 3rd paragraph:*

"The use of recyclers for cold in situ recycling purposes is also covered in this section, which includes cement, lime and emulsion of base layers consisting of gravel material as described in sections 3400."

**B35.02 MATERIALS**

**a) Chemical stabilizing agents**

*Add the following:*

"The Engineer will specify to the Contractor the percentage and blend ratio of the specified stabilizing agents after tests on the Site during construction."

*Delete sub-clauses (ii) Ordinary Portland cement and (iii) Portland blast-furnace cement and replace with the following:*

"Cement shall comply with the relevant requirements of SANS 50197-1:2000. The use of strength classes greater than 32,5 shall not be permitted.

On this contract CEM II 32.5 N shall be used for stabilization purposes."

**B35.03 CHEMICAL STABILIZATION**

**a) Preparing the layer**

*Insert the following before the first paragraph:*

"Moisture content tests shall not be undertaken more than one day in advance of in situ stabilization operations. Care shall be taken to ensure that samples are representative of the in situ material. Checks shall be conducted when wet weather occurs between initial testing and work commencing on any section."

**b) Applying the stabilizing agent**

*Replace the second sentence of the second paragraph with the following:*

"Spreading shall only commence when the Engineer is satisfied that the correct quantity of stabilizing agent has been placed on the layer and has given permission that the stabilizing agent may be spread uniformly over the entire surface to be treated."

*Add the following to this subclause:*

"The minimum rate of application shall be 1.0% and the nominal rate is 1.5% by mass per mass of the specified stabilizing agent. The Engineer may order an increased rate of application. The spreading of stabilizing agent shall be done by placing sacks along the road and spreading by hand using rubber squeegees. Sacks which have become damaged or wet shall not be used and such sacks shall be replaced at the Contractor's cost."

**a) Compaction**

*Delete the entire sub-clause and replace with the following:*

The compaction process as described in B3512 shall apply.”

**b) Construction limitations**

Replace this sub-clause with the following:

“No stabilization shall be done during windy conditions, wet weather or with falling air temperatures (7°C and dropping), or during rising air temperatures (when the air temperature is below 3°C).

The surface temperature of a compacted stabilized layer shall not be allowed to fall below 1°C during the first three (3) days after stabilization. The contractor shall be responsible for taking the necessary precautions to prevent the layer from freezing.

All stabilized layers damaged by rain, frost or by the formation of ice in the layer shall be removed and replaced by the contractor at his own expense.

The maximum time allowed to complete the stabilisation process shall be 12 hours.

The contractor shall make allowance for these requirements in his construction programme.”

**B35.09 QUALITY OF MATERIALS AND WORKMANSHIP**

*Add the following after the second paragraph:*

“The test results and measurements will be judged in accordance with the provisions of Section 8200. Bitumen stabilised layers shall be judged on the same criteria as chemically stabilised layers.”

*Add the following paragraphs:*

"The Engineer shall be notified in good time to enable him to conduct tests himself.

The stabilized material sampled from the layer for the compaction of modified AASHTO briquettes, shall be prepared according to SANS 3001; GR54; ie discard material coarser than a 37,5 mm test sieve, and compacted according to SANS 3001; GR31.

Any delamination of the completed layer (biscuiting), identified by the hollow sound caused when a chain is dragged over the stabilized layer, shall be removed and repaired prior to the construction of subsequent layers. The repair method shall be approved by the Engineer. No payment will be made for repairs.

**B35.10 MEASUREMENT AND PAYMENT**

**Item**

**Unit**

**B35.12 CONSTRUCTION OF LAYERS BY MEANS OF COLD IN SITU RECYCLING**

**(a) Requirements before recycling commences**

(i) Stabilisation mix design procedure for cold in situ recycling

The following mix design procedure shall be followed as a minimum requirement for each stabilisation type:



This mix design shall be carried out on samples of neat materials extracted from the full depth of the recycling horizon. Bulk samples shall be extracted by means of the recycling machine proposed for the stabilisation work. For each material uniform section identified, two separate bulk samples shall be extracted from the recycling horizon and used in the stabilisation mix design process. The location at which such samples are taken shall be indicated by the engineer.

Stabilisation mix designs shall be undertaken by the engineer to determine:

- details for blending the recycled material with imported material (where necessary);
- application rates for stabilising agent(s);
- target strengths achieved from such application rates; and
- impact of material variations (sensitivity analysis)

Stabilisation mix designs shall be carried out in accordance with the latest edition of the following best practice guideline publications:

- Cementitious stabilisation: SAPEM, SANRAL M5 manual and TRH 13

**SECTION 3800 BREAKING UP EXISTING PAVEMENT LAYERS****B38.05 CONSTRUCTION****(a) General**

*Add the following:*

“All bituminous layers will be removed through milling of the material to specified depths or levels.

Milling may also be required by the Engineer for repairing patches and shall be executed as described below.

Compensation for milling of keys, milling slots and asphalt paving of temporary ramps are deemed to be included in the rates for associated pay items. Permanent ramps will be paid under the relevant pay items

No separate payment will be done for provision of the milling machine on the site or moving of the milling machine on site or for re-establishment of the machine. All such costs shall be included in the rates tendered for milling of the respective materials.

No additional payment will be made for milling or otherwise excavating any material in restricted areas or restricted width or tapered areas at end of section transverse joints or on cold joints (cut back areas as specified).”

**B3807 MEASUREMENT AND PAYMENT**

*Add the following:*

“This pay item is deemed to include the cost of treating the exposed surface so that it is firm and stable without signs of ravelling, laminations or corrugations.

The tendered rate shall also include full compensation for an additional labourer, equipped with a shovel, pick, broom and hand held spot light to assist the Engineer and/or Engineer’s staff to inspect the milled area.

**SECTION 4200 ASPHALT BASE AND SURFACING****B42.02 MATERIALS****(a) Bituminous binders**

Reference is drawn to Clause B1232: SANS BITUMEN SPECIFICATIONS of the project specifications with regards to SANS Bitumen Specifications that shall apply to this contract

(i) Conventional binders

*Add the following:*

“The binder to be used shall be:

- a) 50/70 penetration grade
- b) 30% Stable grade bitumen emulsion for tack coat.
- c) Stable grade modified with 3% SBR
- d) High modulus asphalt (EME): 10/20 penetration grade bitumen and shall comply with the relevant requirements of Table B4202/13”.

*Add the following:*

“The binders shall comply with SANS 4001 Latest Amendment. The Contractor shall submit the following to the Engineer for each batch of bitumen used on site:

- A copy of the SANS quality certificate, indicating the batch number and grade.
- A sample of the (base) bitumen.
- The source of the bitumen.

The Engineer will require the Contractor to submit samples of the bitumen to an approved accredited laboratory at random intervals to check compliance with the SANS 4001 criteria. The cost of these additional tests will be reimbursed through a prime cost item.

(iii) Homogeneous modified binders

*Add the following to the end of the Clause*

“The binder to be used shall be:

- a) A - E2 (elastomer modified)
- b) A - P1 (plastomer modified)

*Add the following:*

The supplier of the A-P1 binder shall quantify the fuel resistant properties of the binder according to both the CEN standard EN 12697-43:2005 (use in Europe) and NF P 98-251-1 (French standard). The engineer will approve the binder if sufficient evidence is provided that it is fit for purpose in terms of fuel resistance.

**(b) Aggregate**

*Add the following:*

“The fine aggregate for the asphalt wearing course and bitumen treated base shall consist of crushed stone.”

(v) Absorption

*Add the following:*

"In addition, the total binder absorption of the combined coarse and fine aggregate blend shall not exceed 1,5%."

(vi) Design requirements

*Add the following:*

"The designs shall be undertaken in accordance with Clause 3.2.5 and conform to the requirements of the latest version of *Interim Guidelines for the Design of Hot-Mix Asphalt in South Africa* and also specifically with the design and performance criteria as amended and specified in B4203. The grading requirements of the specifications will serve only as a guideline and on the approval by the Engineer, where required to obtain performance, this will be relaxed."

(viii) Grading

*Add the following:*

"The use of crushed stone base (run-of-the-crusher) material shall not be permitted. Any mix shall be manufactured using single size coarse aggregate fractions. The use of natural sand will not be permitted. The Engineer may request a reconsideration of a blend to achieve any grading within the given envelope to improve certain properties. The grading may fall partially outside the given envelope if approved by the Engineer."

**(c) Fillers**

*Add the following to the first paragraph:*

"For tender purposes the active filler shall be hydrated lime for conventional mixes at an active filler content of 1,0% by mass.

In no instance shall more than 2% by mass of active filler be used in the mixes, however where hydrated lime is used for in EME the quantity should be limited to 1% by mass of the total aggregate."

**(h) General**

*Add the following after the second paragraph:*

"In case where drum mixing is used, the aggregate stockpiles shall be tested every second day or whenever new material is delivered. The test results must be presented to the Engineer.

## **B42.03 COMPOSITION OF ASPHALT BASE AND SURFACING MIXTURES**

In the fifth paragraph, delete "TRH 8" and replace with "*Interim Guidelines for the Design of Hot-Mix Asphalt in South Africa* and the design criteria specified in B4203."

*Also add the following to this clause:*

The asphalt used for the asphalt surfacing / wearing coarse for the dedicated bus lane and/or any place where the BRT busses will shall consist of a medium, continuously graded asphalt as specified in Section 4200 and given in Table 4202/7 of the standard specifications. The binder shall consist of a fuel resistant A-P1 modified binder bitumen. The nominal binder content for tender purposes shall be 4.5% (by mass) with a target Marshall voids-in-mix (VIM's) of 6.0%.

The asphalt used for thick bases (thicker than 80mm) shall consist of a continuously graded asphalt Hot Mix Asphalt Base as specified in Section 4200 and given in Table 4202/6 (continuously graded 26.5mm maximum). The binder shall consist of a A-E2 modified binder

bitumen. The nominal binder content for tender purposes shall be 6.0% (by mass) with a target Marshall voids-in-mix (VIM's) of 3.0%.

The design of the asphalt surfacing mix shall be in accordance with the design criteria at 100% Marshall density (2 X 75 blows) given in Table B4203/1.

In the case of the resurfacing of the existing lanes on Edith Cavell a standard continuously graded Hot Mix Asphalt with normal bitumen binder must be used as specified in COTO.

Additional joint permeability and other mix design criteria which are given below (B4203/1) will also apply and the Contractor will be required to make special provision in his tender prices for ensuring that the asphalt will comply with this criteria and also for fine-tuning of the mix based on performance testing (Model Mobile Load Simulator Tests on 150mm Gyratory compacted briquettes compacted to 95% RICE density and on Gyratory refusal density briquette) on trial mixes (plant mixed) immediately after the award of the contract. Mix design proposals and approvals shall be finalised between the Contractor and the Engineer before commencement of paving work. The contractor shall submit proposed mixes to approved or instructed test laboratories for performance property assessment within 1 week after award or contract acceptance to enable adequate testing time.

Property	Unit	Medium continuously graded WC mixes(50/70 bitumen)		Continuously graded BTB mixes (A-E2 binders)		Medium continuously graded WC mixes (A-P1 binder)	
Application		Resurfacing of the existing lanes on Edith Cavell		Thick bases where the BRT busses will be travelling		Everywhere where the BRT busses will be travelling	
		Min	Max	Min	Max	Min	Max
Target voids in mix	%	4.0	5.0	4.0	5.0	5.0	6.0
Filler/bitumen ratio	-	1.3	1.5	1.1	1.5	1.3	1.5
VMA	%	15	-	14	-		
Indirect tensile strength @ 25°C	kPa	1100	-	1000	-	1200	
Average Micron strain deformation per cycle in the Dynamic creep test in the 2000 – 3000 cycle range	Microns / cycle	-	0.45	-	0.45	-	0.3
Hamberg Wheel Tracking Test (HWTT) (20 000k repetitions, 95% RICE slabs, Wet, 50°C)	mm	-	5.0	-	5.0	-	3.0
4 Pt Beam fatigue repetitions to failure at 5°C at 200μ (100% Marshall)	μ	2400k		1200k		500k	
4 Pt Beam fatigue repetitions to failure at 5°C at 350μ (100% Marshall) (Failure is 50% repetitions in stiffness)	μ	130k		80k		40k	
Binder film thickness	Micron	7	-	7	-	7	
Marvel Permeability on joints	Litre/h	-	3	-	3		3
Voids in mix @ 300 gyrations of the Superpave Gyrotory Compactor	%	2.5	-	3.0	-		
Modified Lottman Durability	%	80	-	80	-	80	-
Paving thickness – final layer	mm	50	60	NA	NA	70	90
Paving thickness – base repairs	mm	40	60	60	120	NA	NA

Note k = 1000 repetitions

## B42.04 PLANT AND EQUIPMENT

### (a) General

Add the following:

“In all cases of night work and/or other limited occupation work sections, the contractor shall ensure that a minimum of 50 tons of asphalt is available in hot bins at the plant before milling commences. The contractor is to ensure that the production shall be such that should there be a problem at the plant that sufficient asphalt is stored in hot bins to backfill the full milled areas. In cases of night time work or other limited access occupation areas requiring opening to traffic at the end of the occupation period, binned asphalt or asphalt already on site shall be equivalent / or greater than the quantity of material required to backfill any milled work.

The Contractor shall have at **least two pavers** on site working simultaneously. The details of these pavers should be listed on Forms C3 and C4 respectively.

The onus will remain with the Contractor to supply sufficient subsequent plant to match the production of the pavers.”

**(b) Mixing plant**

**(i) Conventional Binders**

For item B4204 (b) (i) replace the amended second paragraph with:

“The mixing plant shall be automatically controlled such as to ensure that a uniform mix will be produced at all times under normal operating conditions to the satisfaction of the Engineer. Special care shall be taken to ensure a continuous free flow of active filler and modifier. The mixing process will immediately be stopped if manual intervention is required to enhance the flow of aggregate, filler or modifier. The mixing process will not be allowed to continue until the Engineer has been satisfied that the mixing plant can be controlled adequately to ensure a continuous uniform mix without manual intervention. If the process cannot be rectified in time to complete the days work, the mixing and paving will be allowed to continue but the asphalt layer produced by the mixing plant will be rejected and will have to be replaced with a new approved mix. The Employer reserves the right to instruct the Contractor to use an alternative mixing plant if the problem persists. No additional payment will be made in such an event, even if the Contractor elects to change his asphalt supplier.”

*Add the following at the end of the third paragraph:*

“Batch plants shall be provided with efficient means of sampling the aggregate in each hot bin and filler storage bin.

All mixers shall be provided with a sampling point for hot bitumen between the storage tanks and the mixer.

All thermometric equipment shall be clearly visible to the plant operator.

The manufacturer’s rated capacity of the mixing plant shall be adequate to meet production requirements for the work. The rate of production shall not exceed 80% of the manufacturer’s rated capacity of the plant.

All plant used by the Contractor for the preparation of asphalt base and surfacing shall be open to inspection by the Engineer at all times. Calibration at all feeders shall be done in the presence of a representative of the Engineer.”

*Add the following at the end of the fifth paragraph:*

“A separate cold feed bin shall be allocated for each aggregate size.”

*Add the following at the end of the sixth paragraph:*

“If material recovered from the dust collecting equipment is to be fed into the mixer it shall first be weighed by means of a suitable weighing device. No material finer than 0,005 mm may be fed back into the mixer.”

*Add to the seventh paragraph:*

“...or the latest revision or replacement act.”

**(c) Spreading equipment**

**(i) Paver**

*Replace the last paragraph with the following:*

“The paving of the asphalt surfacing shall be controlled by the use of wires or similar approved methods to achieve the specified levels and thickness.

Averaging beams (levelling beams) are to be used for the asphalt surfacing. They shall be at least 9 m long and shall be assembled from rigid sections having multiple spring-load feet.”

**(d) Rollers**

*Replace the next sentence in the first paragraph with the following:*

“Approved tandem-axle steel-wheel rollers with a minimum roller width of 1,5 m and a minimum length of 2,0 m must be used for initial rolling. The roller drum must be smooth without any indentations or marks that may lead to pick-up of the asphalt carpet. A 25-ton pneumatic roller must be used for the final rolling and finishing of asphalt surfacing. The use of the pneumatic roller shall be assessed in the trial section.”

## **B42.05 GENERAL LIMITATIONS AND REQUIREMENTS AND THE STOCKPILING OF MIXED MATERIAL**

**(a) Weather conditions**

*Add the following paragraph:*

No paving or patching shall be carried out under unstable weather conditions. Should rain or cold weather threaten, all exposed areas shall immediately be reinstated with asphalt and milling operations shall cease.”

**(c) Surfacing requirements**

- (ii) Tack coat

*Add the following paragraph:*

“Hand spraying shall only be permitted on areas approved by the engineer. The binder distributor shall be capable to apply the binder evenly over the full area. The equipment shall comply with clause 4103. Tack coat shall be applied to all transverse and longitudinal joints in the asphalt by hand utilizing a paint brush.”

## **B42.06 PRODUCING AND TRANSPORTING THE MIXTURE**

**(b) Transporting the mixture**

*Add the following:*

“Segregated mixes will under no circumstances be accepted by the Engineer. Effective steps must be taken by the Contractor to prevent segregation. Trucks with segregated asphalt mixes will be rejected by the Engineer.”

“Special precautions shall be taken by the Contractor to ensure that the temperature of the total mass of asphalt does not decrease by more than 15°C from point of dispatch to the point where it is to be

## **B4207 SPREADING THE MIXTURE**

*Add the following to subclause (a):*

“The following paving restrictions will strictly apply:



- No paver stops will be allowed for reversing supply trucks.
- Continuous paving operation is a requirement. Paver speed to be regulated to prevent supply related stops. Paving operations may only start if sufficient asphalt supply trucks are available to ensure a continuous paving operation.
- Levelling skid-beams (9 m length at least with free wire between ends) or wire guide system to be used on both sides – no joint matchers except if agreed or instructed by the Engineer.
- Automatic auger feed control, which can keep the asphalt mount in-front of the screed constant, are required.
- No pneumatic rolling as breakdown rolling on the final surfacing layer.
- Handwork shall not be allowed.
- No fat spots or loose stones.
- No water ponding.

In the case of non-appliance herewith the Engineer's personnel will stop the paving operations and sections done in non-compliance can be rejected after assessment by the Engineer."

#### **B42.08 JOINTS**

*Add the following to this clause:*

"a) Asphalt Surfacing

All joints not paved with tandem pavers will be considered to be cold joints with reference to joint treatment preparation. All asphalt joints shall be cut back by an approved roller wheel or milling machine (minimum 70 mm in 2 x roller wheel cuts on surfacing layer) in a straight line to the satisfaction of the Engineer.

The lateral distance between joints of two (2) successive asphalt layers shall not be less than 200 mm.

Where the difference in level between the new work and the existing road surface exceeds 25 mm, joints shall be treated as follows:

Transverse steps at the end of a day's work on operational taxiways and taxiways shall be tapered off at a slope of 1 vertical to 20 horizontal (1:20) to tie in with the existing surface. The tapered section shall be removed before surfacing is recommenced and a joint formed in accordance with clause 4208 of the specification. Longitudinal joints exposed to traffic shall be provided with a taper of compacted asphalt material over the full length of the exposed joint. The width of the taper shall be at least 5 times the difference in level between the old and new work.

All costs involved in the provision and removal of these temporary ramps shall be deemed to have been included in the rates tendered for the relevant asphalt pay item.

b) Longitudinal Joints

Longitudinal joints shall be cut back as specified in a) above.

No saw-cutting will be allowed on newly placed asphalt. All wearing course transverse joints to be cut and treated similar to the specifications for longitudinal joints.

Whenever the paver stops for more than 5 minutes on thinner wearing course layers and/or the un-compacted material already laid cools down to below compaction temperature (110°C for wearing course), a joint shall be constructed as specified and all cooled un-compacted materials removed from the pavement.”

#### **B42.10 COMPACTION**

*Add the following to the 4th paragraph:*

“An appropriate rolling temperature range will be determined by the Contractor and will be submitted to the Engineer for verification during the trial sections. This range will be applied as specification during the contract.”

*Replace the 6th paragraph with the following:*

“The sequence of rollers used in compaction is at the discretion of the Contractor (except as specified for pneumatic rolling in B4207) provided the completed layers shall have minimum and maximum density as specified in table B4210/1 below as described in TMH1, method C4 (Rice's density).

**Table B4210/1: Minimum and Maximum Compaction Density Specifications**

<b>Layer</b>	<b>Min Density</b>	<b>Max Density</b>
Wearing courses (40mm - 60mm thick)	93% MTRD	97% MTRD
BTB mixes (60mm to 120 mm thick)	93% MTRD	97% MTRD
Heavy duty A-P1 modified surfacing	92% MTRD	96% MTRD

In addition hereto the compaction immediately adjacent to joints and across the joints shall be done to ensure densities of not less than 1% of those specified (above) in the rest of the layers (including all hot and cold joints). Joint densities measured across the joint shall not have densities of less than 2% of the minimum specified layer density. A combination of asphalt cores and Marvel permeability testing will be used to access and approve joint densities before covering thereof with consecutive layers.

#### **B42.13 CONSTRUCTION TOLERANCES AND FINISH REQUIREMENTS**

##### **(a) Construction tolerances**

###### **(iv) Cross-section**

*Replace the entire clause as follows:*

“When tested with a 3 m straight edge laid in any direction on the taxiway (excluding areas on the crown of the taxiway), the surface shall not deviate from the bottom of the straight-edge by more than 3 mm for the taxiway.

###### **(d) Binder content**

*Delete the words “clause 8206 or clause 8305” in the third line and Substitute with “clause 8305”.*

**(e) Air-void tolerance**

*Replace the content with the following:*

“The actual air voids may not deviate by more than 1 percentage point from the air voids in the approved working asphalt mixes, based on a Marshall compaction of the approved working mix.”

**B42.14 QUALITY OF MATERIALS AND WORKMANSHIP**

*Add the following to this clause:*

**(b) Coring of asphalt layers**

*Delete the first sentence and replace with the following:*

“The Contractor shall provide suitable coring machines capable of cutting 100 mm and 150 mm cores from the completed asphalt layers.”

*Add the following at the end of the first paragraph:*

“No laying of asphalt surfacing shall be permitted unless a suitable core cutting machine is available on site at all times when asphalt paving is taking place. Cores shall be taken as specified in Section 8100 and Section 8300 or as directed by the Engineer. Cores may only be drilled when the layer temperature is less than 20°C. Core holes must immediately after coring be filled with hot asphalt and compacted. Cores shall be taken within 48 hours of paving. The density test results on the cores will be submitted to the Engineer 24 hours after coring.”

*Add the following sub-clauses:*

**(d) Quality Control**

The Contractor will be required to submit his detailed Quality Assurance Plan (system) to the Engineer for approval. Once approved, the Contractor shall not deviate from the system.

**(e) As-Built**

The Contractor shall keep accurate records and submit the following information to the Engineer on a daily basis:

- I. Where every truckload of asphalt is laid (load, position, lane, time and date).
- II. The truck number from which control samples have been taken. All samples taken from trucks shall be numbered.
- III. The temperature of the asphalt in the truck both at the mixing plant and at the paving equipment.
- IV. Process control results

These shall be summarised on a spreadsheet/database and mapped for as-built purposes and supplied to the engineer on a daily basis.”

**B42.15 MEASUREMENT AND PAYMENT**

*Amend the following payment item:*

<b>Item</b>	<b>Unit</b>
<b>B42.04 Tack coat</b>	

(a) 30% stable – grade emulsion.....Litre (ℓ)

*Amend the 1st sentence to:*

*“The unit of measure shall be the litre if 30% stable-grade emulsion.”*

*Add the following payment item:*

<b>Item</b>	<b>Unit</b>
<b>B42.08 100mm cores in asphalt paving.....</b>	<b>number (no)</b>

*Amend the 1st sentence by adding the following after the word “drilled...”:*

*“irrespective of depth of core.”*

*Add new payment item (iii) to B42.11(a):*

<b>Item</b>	<b>Unit</b>
<b>B42.11 Asphalt layer constructed for rehabilitation purposes in accordance with the provisions of sub-sub-clause B4213(f)(ii) and B4213(f)iii)</b>	
(a) <i>Base constructed with new asphalt 75mm - 250mm compacted thickness</i>	

<b>Item</b>	<b>Unit</b>
<b>B42.24 Asphalt reinforcing (PVA Grid 25mm x 25mm) .....</b>	<b>square metre (m<sup>2</sup>)</b>

The unit of measurement shall be the square metre of asphalt reinforcing installed. This item will include the full compensation of the supply of material, preparation of the layer, installation and finishing of the system

<b>Item</b>	<b>Unit</b>
<b>B42.25 Materials</b>	
(a) Actual costs of the purchasing and delivering materials to site .....	Prime Cost Sum (PC-Sum)
(b) Handling costs and profit in respect of sub item B42.25 (a) above	percentage (%)

The expenditure under this item shall be made in accordance with the general conditions of contract. The prices shall not be subject to the Contract Price Adjustment factor.

The tendered percentage in sub item (b) is a percentage of the amount actually spent under the provisional sum in (a). The type and quantity of material purchased under this item must be approved by the Employers agent prior to any orders placed.

**SECTION 8200 QUALITY CONTROL (SCHEME 1)**

**B 82.01 SCOPE**

*Add the following paragraph:*

“Quality Control Scheme 1 as specified in section 8200 shall apply to this contract.”

**B 82.06 JUDGEMENT PLAN B**

3 Notes (Table 8206/3)

*4 Replace note 1(a) with the following:*

**5**

“(a) Density  $L_s=93\%$  of theoretical relative maximum density for all base and wearing course layers (Rice's density, see also clause B4210).”

To note 1(b) add “Non-homogeneous modified binders” to the first sentence and delete the third to fifth paragraphs from the sentence “For gap graded mixes, slurry seals and non-homogeneous modified binders.”

*6 Change this specification to read:*

“Binder variations to be 0.3% (by mass) for all mixes.”

*7 Replace note 1(c) with the following:*

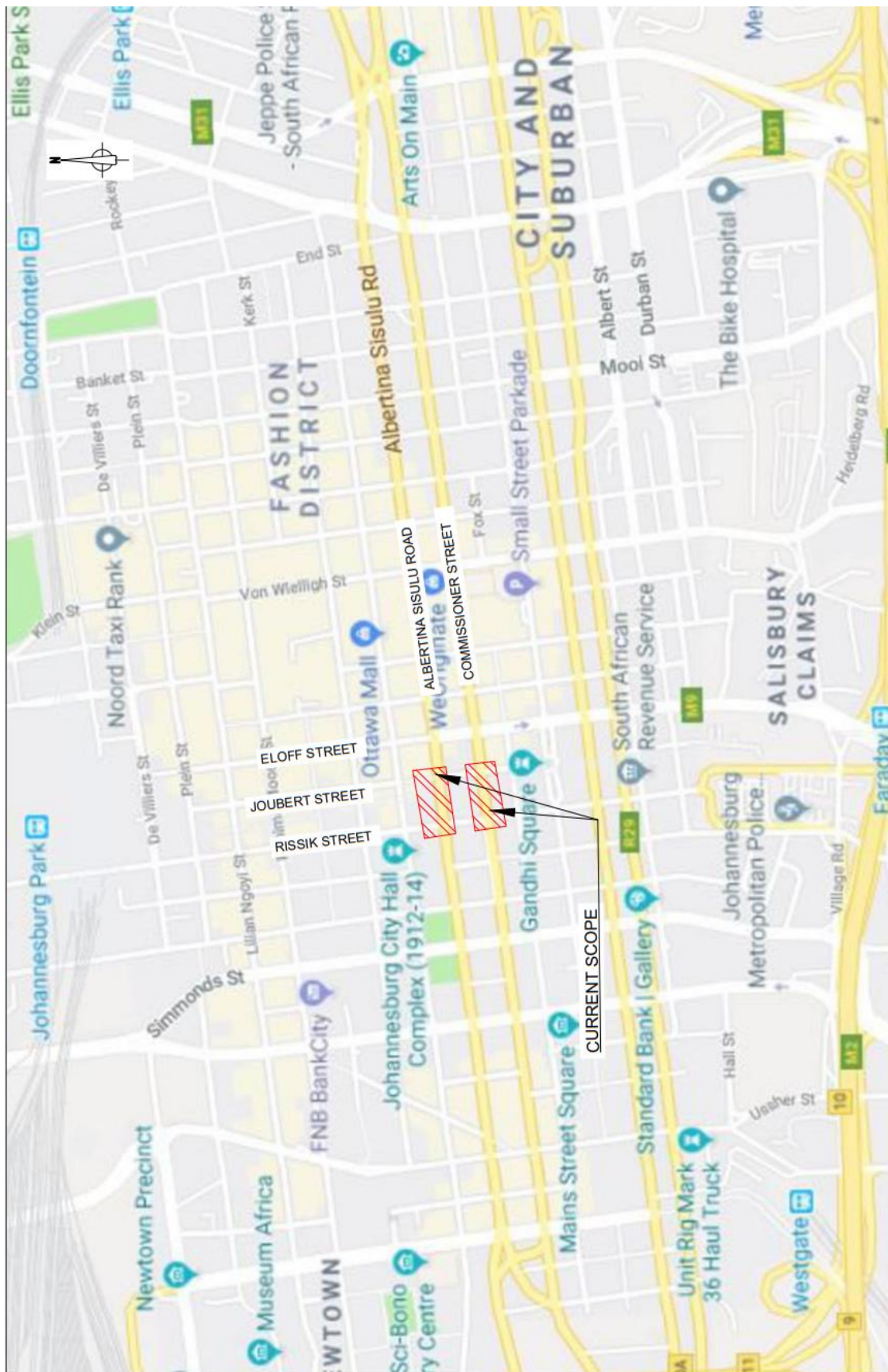
“Voids

$L_s = \text{specified values} - 1 \text{ percentage points}$

$L's = \text{specified values} + 1 \text{ percentage points}$ ”



1.2 Locality Map – (Gandhi Station) Albertina Sisulu Road and Commissioner Street



**PART C5 : TENDER DRAWINGS**

Refer to Annexed drawings further information.

## 1.1 Tender drawings

Drawing No.	Description	Size
EBRT/1762/RM/01	Demarcation, Road Signs and Marking Plan - Edith Cavell Steet	A1
EBRT/1762/RM/02	Demarcation, Road Signs and Marking Plan - Edith Cavell Steet	A1
EBRT/1762/RM/03	Demarcation, Road Signs and Marking Plan - Edith Cavell Steet	A1
BMK-7377-104-1000	Reya Vaya Phase 1C – Gandhi Station BRT	A1
BMK-7377-104-1000	Reya Vaya Phase 1C – Gandhi Station BRT	A1
BMK-7377-104-1000	Reya Vaya Phase 1C – Gandhi Station BRT	A1
BMK-7377-104-1000	Reya Vaya Phase 1C – Gandhi Station BRT	A1
BMK-7377-104-1000	Reya Vaya Phase 1C – Gandhi Station BRT	A1
BMK-7377-104-1000	Reya Vaya Phase 1C – Gandhi Station BRT	A1
BMK-7377-104-1000	Reya Vaya Phase 1C – Gandhi Station BRT	A1