

# CITY OF JOBURG PROPERTY COMPANY SOC LIMITED (JPC)

**REQUEST FOR TENDERS FOR THE REPAIRS AND MAINTENANCE AT METRO  
MALL BLOCK B - WATERPROOFING FROM CONTRACTORS WITH A CIDB GRADING  
OF 4SN OR HIGHER  
RFP NO: 22/2020**

**ISSUED BY:**

**CITY OF JOBURG PROPERTY COMPANY SOC Ltd  
(JPC)  
FORUM II, FIRST FLOOR  
BRAAMPARK  
33 HOOFD STREET  
BRAAMFONTEIN  
2001**

Contact Name: Mr. Teboho Mokoena  
Telephone: 010 219 9136

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

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

**TOTAL PRICE INCLUSIVE OF VALUE ADDED TAX:**

**R** .....

**AMOUNT IN WORDS:** .....

.....

This tender closes at **12h00 Telkom Time on Friday 18 September 2020** at the **the main gate of Braampark Office Park, 33 Hoofd Street, BRAAMFONTEIN, Johannesburg.**

**The tender box will only be accessible on the closing day of the tender from 08H00 – 12h00**

Tender availability Date: 12 August 2020

Tender document can be downloaded from E-tenders and JPC websites at no cost - [www.jhbproperty.co.za](http://www.jhbproperty.co.za) or [www.etenders.gov.za](http://www.etenders.gov.za)

***NO LATE SUBMISSIONS WILL BE CONSIDERED***



# **PROCUREMENT DOCUMENT FOR BUILDING CONSTRUCTION**

**JBCC EDITION 6.2 – MAY 2018  
PRINCIPAL BUILDING AGREEMENT**

**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**

# CITY OF JOBURG PROPERTY COMPANY SOC LIMITED

## REQUEST FOR TENDERS FOR THE REPAIRS AND MAINTENANCE AT METRO MALL BLOCK B - WATERPROOFING RFP NO: 22/2020

### Contents

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- T2.2      Returnable Schedules and Documents (Yellow)

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- C4      Site Information (Green)

## TENDER DOCUMENT CHECKLIST

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

ITEMS	CHECKED	
	Tenderer(s)	Project Manager
1. Correct Tender offer carried forward to the Cover Page and also 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 Completed in <b>BLACK INK</b> only	<input type="checkbox"/>	<input type="checkbox"/>
ii Corrections crossed out and initialled and letter confirming corrections	<input type="checkbox"/>	<input type="checkbox"/>
4. Returnable Schedules	<input type="checkbox"/>	<input type="checkbox"/>
i Compulsory Enterprise Questionnaire <b>[Form A]</b>	<input type="checkbox"/>	<input type="checkbox"/>
ii Record of Addenda to Tender Documents <b>[Form B]</b>	<input type="checkbox"/>	<input type="checkbox"/>
iii Schedule of Recently Completed Contracts <b>[Form C]</b>	<input type="checkbox"/>	<input type="checkbox"/>
iv Schedule of Current Contracts <b>[Form D]</b>	<input type="checkbox"/>	<input type="checkbox"/>
v Schedule of Construction Plant and Equipment <b>[Form E]</b>	<input type="checkbox"/>	<input type="checkbox"/>
vi Schedule of Proposed Sub-Tenderer(s) <b>[Form F]</b>	<input type="checkbox"/>	<input type="checkbox"/>
vii Schedule of Proposed Key Personnel <b>[Form G]</b>	<input type="checkbox"/>	<input type="checkbox"/>
viii Banking Details <b>[Form H]</b>	<input type="checkbox"/>	<input type="checkbox"/>
ix Proposed Amendments and Qualifications (if any) <b>[Form I]</b>	<input type="checkbox"/>	<input type="checkbox"/>
x Certificate of Authority for Joint Venture (if applicable) <b>[Form J]</b>	<input type="checkbox"/>	<input type="checkbox"/>
xi Particulars of any contracts awarded by an organ of state during the last 5 years <b>[Form K]</b>	<input type="checkbox"/>	<input type="checkbox"/>
xii Cash Flow Projection <b>[Form L]</b>	<input type="checkbox"/>	<input type="checkbox"/>
xiii Form concerning fulfilment of the Construction Regulation <b>[Form M]</b>	<input type="checkbox"/>	<input type="checkbox"/>
xiv Questionnaire on tenderers procedures with respect to OHSA and Construction Regulations <b>[Form N]</b>	<input type="checkbox"/>	<input type="checkbox"/>
xv Declaration of interest – <b>MBD 4 [Form O]</b>	<input type="checkbox"/>	<input type="checkbox"/>
xvi Declaration for Procurement above R10million – <b>MBD 5 [Form P]</b>	<input type="checkbox"/>	<input type="checkbox"/>
xvii Preference Points – <b>MBD 6 [Form Q]</b>	<input type="checkbox"/>	<input type="checkbox"/>
xviii Bidders Information – <b>JPC MBD 7.1 [Form R]</b>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

xix	Declaration of Bidder's Past SCM Practices – <b>MBD 8 [Form S]</b>	<input type="checkbox"/>	<input type="checkbox"/>
xx	Certificate of Independent Bid Determination – <b>MBD 9 [Form T]</b>	<input type="checkbox"/>	<input type="checkbox"/>

## 5. Returnable Documents

i	Original Tax Clearance Certificate <b>[Form U]</b>	<input type="checkbox"/>	<input type="checkbox"/>
ii	Company Registration Documents <b>[Form V]</b>	<input type="checkbox"/>	<input type="checkbox"/>
iii	Power of attorney, company resolution and authority to sign tender <b>[Form W]</b>	<input type="checkbox"/>	<input type="checkbox"/>
iv	Original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating the B-BBEE rating <b>[Form X]</b>	<input type="checkbox"/>	<input type="checkbox"/>
v	A letter certifying that the tenderer has no undisputed commitments to a municipality or other service provider <b>[Form Y]</b>	<input type="checkbox"/>	<input type="checkbox"/>
vi	Proposed Project Organisational Chart <b>[Form Z]</b>	<input type="checkbox"/>	<input type="checkbox"/>
vii	Curricula Vitae of Key Project Personnel <b>[Form AA]</b>	<input type="checkbox"/>	<input type="checkbox"/>
viii	Methodology Statement <b>[Form BB]</b>	<input type="checkbox"/>	<input type="checkbox"/>
ix	Detailed Preliminary Construction Programme <b>[Form CC]</b>	<input type="checkbox"/>	<input type="checkbox"/>
x	Labour and Plant Histograms <b>[Form DD]</b>	<input type="checkbox"/>	<input type="checkbox"/>
xi	Public Interest Score (PIS) with supporting documents <b>[Form EE]</b>	<input type="checkbox"/>	<input type="checkbox"/>
xii	Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the JBCC form (Refer C1.3) <b>[Form FF]</b>	<input type="checkbox"/>	<input type="checkbox"/>
xiii	Indicative Empowerment Spending Plan <b>[Form GG]</b>	<input type="checkbox"/>	<input type="checkbox"/>
xiv	EME/QSE Sub-Contracting Confirmation <b>[Form HH]</b>	<input type="checkbox"/>	<input type="checkbox"/>

**PART T1: TENDERING PROCEDURES****T1.1:Tender Notice and Invitation to Tender****REQUEST FOR TENDERS FOR THE REPAIRS AND MAINTENANCE AT METRO MALL  
BLOCK B - WATERPROOFING  
RFP NO: 22/2020**

The City of Joburg Property Company SOC Ltd (JPC) invites tenders for:  
THE REPAIRS AND MAINTENANCE AT METRO MALL BLOCK B - WATERPROOFING

The Tenderers should have a CIDB Tenderer(s) grading designation of **4SN and above in terms of industry standards**

Joint ventures are eligible to submit bids provided that they satisfy criteria stated in the Tender Data.

Tender availability date: 12 August 2020

Tender document can be downloaded from E-tenders and JPC websites at no cost - [www.jhbproperty.co.za](http://www.jhbproperty.co.za) or [www.etenders.gov.za](http://www.etenders.gov.za)

Queries relating to the issue of these documents may be addressed to [tenders@jhbproperty.co.za](mailto:tenders@jhbproperty.co.za). No telephonic calls will be entertained or accepted.

**The closing time for receipt of tenders is 12h00 Telkom Time on Friday, 18 September 2020.** 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 and supporting documents to be provided as required. 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 JPC's selection of qualifying tenders will be at the JPC's sole discretion and will be final. The JPC does not bind itself to accept any particular tender. JPC is not bound to accept the lowest tender or portion of any tender. Correspondence will only be entered into with the successful tenderer(s).

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**TENDER DOCUMENTS CANNOT BE POSTED**

**TENDER DOCUMENTS MUST BE PLACED IN A SEALED MARKED ENVELOPE AND DEPOSITED IN THE BID BOX SITUATED AT: THE MAIN GATE OF BRAAMPARK OFFICE PARK, 33 HOOFD STREET, BRAAMFONTEIN, JOHANNESBURG.**

**TENDERERS SHOULD ENSURE THAT TENDERS ARE DELIVERED TIMEOUSLY AT THE CORRECT ADDRESS.**

**INCOMPLETE, UNSIGNED DOCUMENTS/FORMS MAY BE REJECTED. JPC WILL NOT ACCEPT LATE RESPONSES OR ELECTRONIC SUBMISSIONS.**

**ALL PAGES MUST BE INITIALLED.**

**ONE ORIGINAL OF THE DOCUMENT, PLUS 1 COPY MUST BE DELIVERED AND CLEARLY MARKED (2 DOCUMENTS).**

**The tender box will only be accessible on the closing day of the tender from 08H00 – 12h00**

THIS TENDER IS SUBJECT TO JPC'S STANDARD CONDITIONS OF CONTRACT, THE JBCC CONDITIONS OF CONTRACT, AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

### **FURTHER CONDITIONS**

- a. The Tenderer(s) shall be deemed to have satisfied itself as to all of the conditions, procedures and performance and discharge of the obligations required in terms of this document
- b. The Tenderer(s) shall be deemed to know and understand the content of the this document and a submission of a Proposal will indicate the Tenderer(s) unconditional acceptance of all the terms and conditions contained in the Terms of Reference document.
- c. The information required in the tender must be provided accurately and honestly. Tenderer(s), who fail to provide such information to the satisfaction of the COJ and/or JPC, will be disqualified from the proposal call process.
- d. All details provided by the Tenderer(s) will be regarded as material representations, on the basis of which the COJ and/or its agent the JPC based the evaluation of the proposal. Any misrepresentation will be treated as material and will, result in the disqualification of the specific proposal by JPC and/or termination of the subsequent appointment.
- e. JPC will not be held responsible or liable for any costs whatsoever and /or losses incurred or suffered by the Tenderer(s) or any other party or parties for whatsoever reason as a result of the tender.
- f. Neither the appointed Tenderer(s) nor the resulting contract may be ceded or assigned to a third party unless the Tenderer(s) state that he/she/it is acting as agent on behalf of a another person or entity or such cession or assignment is approved by JPC for justifiable reasons.
- g. The evaluation of tenders will be completed by the JPC.
- h. JPC reserves the right to seek clarification or further information from Tenderer(s) and or to the request the submission of required documents within a specified time, and to appoint professionals to advise on aspects of the proposals submitted.
- i. JPC reserves the right to negotiate a final proposal with one or more of the Tenderer(s).
- j. JPC reserves the right to award the tender in whole or in part and JPC does not bind itself to accept any proposal(s) submitted and no reasons will be assigned for the acceptance or rejection of any proposal.
- k. JPC may at its discretion withdraw the proposal call process at any stage during the process and reserves the right not to award the tender at all.
- l. The JPC's selection of qualifying tenders will be at the JPC's sole discretion and will be final. JPC does not bind itself to accept any particular tender. JPC is not bound to accept the lowest tender or portion of any tender. Correspondence will only be entered into with the successful tenderer(s).
- m. JPC will elect a professional team and may elect to pay professional fees to the team directly (Fees are currently included in the BOQ).

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

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

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

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

<b>Clause Number</b>	<b>Clause Heading</b>	<b>Data / Wording</b>
<b>F.1.1</b>	<b>The Employer</b>	City of Joburg Property Company SOC Ltd (JPC) <b>First Floor</b> <b>Forum II Building</b> <b>Braampark</b> <b>33 Hoofd Street</b> <b>BRAAMFONTEIN</b>
<b>F.1.2</b>	<b>The Tender</b>	<b>PART T1: TENDERING PROCEDURES</b> <b>T1.1</b> Tender Notice and Invitation to Tender <b>T1.2</b> Tender Data  <b>PART T2: RETURNABLE DOCUMENTS</b> <b>T2.1</b> List of Returnable Documents <b>T2.2</b> Returnable Schedules
	<b>The Contract</b>	<b>PART C1: AGREEMENTS AND CONTRACT DATA</b> C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Construction Guarantee C1.4 Occupational Health and Safety Agreement C1.5 Agreement in terms of Section 37 (2) of the Occupational Health and Safety Act No. 85 of 1993 C1.6 JPC Standard Conditions of Appointment
		<b>PART C2: PRICING DATA</b> C2.1 Pricing Instructions C2.2 Bill of Quantities
		<b>PART C3: SCOPE OF WORK</b>
		<b>PART C4: SITE INFORMATION</b>

		<b>ANNEXURES</b>
<b>F.1.4</b>	<b>Principal Agent</b>	Name: Address: Tel: Fax: E-mail:
<b>F.2.1</b>	<b>Pre-qualification criteria for Preferential procurement</b>	<p>Pre-qualification criteria will be used to advance certain designated groups. Bidders will therefore be prequalified on the following basis:</p> <p>The bidding entity must sub-contract a minimum of 30% to an EME or QSE which is at least 51% owned by black people. This must be confirmed in writing and signed by the bidder (See Form HH – EME/QSE Sub-Contracting Confirmation).</p> <p>NB: A bid that fails to meet any pre-qualification criteria stipulated above is an unacceptable bid and as such will not be evaluated for Stage 1 and Stage 2.</p>
<b>F.2.1</b>	<b>Disqualifying Criteria</b>	<ul style="list-style-type: none"> <li>• Non-signature of: The Declaration of Interest in MBD 4 (Form O); The declaration of the bidder's past Supply Chain Practices in MBD 8 (Form Q); the Bid Submission in JPC's MBD 7.1 (Form R) and The Certificate of independent Bid Determination (Form T).</li> <li>• Non-submission of Public Interest Score (PIS) as per The Companies Act Regulations 26(2). The Public Score Calculation must be supported by the following: <ul style="list-style-type: none"> <li>• Audited Annual Financial Statements indicating the latest three financial periods, <b>OR</b></li> <li>• Latest unaudited annual financial statement used for the calculation of the PIS.</li> </ul> <p>In the case of a Joint Venture/Consortium, separate documents in respect of each partner must be completed and submitted for the above.</p> </li> <li>• Non-submission of a CIDB Grading certificate of 4SN and above. The bidder's CIDB Grading certificate must be valid and active as at the closing date of the bid.</li> <li>• In the event the bidder is tendering as a Joint Venture/Consortium, all members of the JV/Consortium must submit all required documentation, audited annual financial statements, B-BBEE certificates, CIDB Grading certificate and a JV / Consortium agreement</li> <li>• <b><u>NB: Failure to comply with the above will result in disqualification and the bid not being evaluated for Stage 1 and Stage 2.</u></b></li> </ul>
<b>F.2.1</b>	<b>Compliance Criteria before award</b>	<ul style="list-style-type: none"> <li>• Tax Clearance Certificate, valid on the closing date of the bid, or exemption to pay taxes as issued by the South African Revenue Services (SARS) or Valid Tax Compliant Verification PIN number issued by SARS.</li> </ul>

		<ul style="list-style-type: none"> <li>• Proof of registration of the Entity as follows: <ul style="list-style-type: none"> <li>- Natural persons- certified copy of ID document/ passport</li> <li>- Partnership- copy of Partnership Agreement plus IDs of all partners</li> <li>- Company- current CM29</li> <li>- Close Corporation- current copy of CK1 and/or CK2C</li> <li>- Trust- letter of appointment from the Master of the High Court of SA and deed of trust</li> <li>- Proof of registration of NPO or NGO (Copy of Provincial Registration Certificate etc.)</li> </ul> </li> <li>• Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the <b>individual for all his/her properties</b>/ Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted for all the properties of the directors.</li> <li>• Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for <b>the Entity for all properties owned by the Entity</b>/ Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted for all the properties of the directors.</li> <li>• Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for <b>the Director (s) or Member (s) for all their properties</b>/ Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted for all the properties of the directors.</li> <li>• Central Supplier Data Base registration report.</li> <li>• Completion and signature of all bid documents.</li> </ul>
F.2.7	<b>Compulsory Site Briefing Session</b>	No compulsory briefing session.
F.2.10.3	<b>Pricing and Tender Offer</b>	The tender shall be for a fixed price (no CPAP provisions or other methods of adjustment shall apply) with the fixed price being held for a period of sixty days after the practical completion of the contract.
F.2.12	<b>Alternative tender offers</b>	No alternative tender offers will be considered.
F.2.13.3	<b>Number of copies of tender offers to be submitted to the Employer</b>	Parts of each tender offer communicated on paper shall be submitted as an original, plus 1 copy (2 documents).

<b>F.2.13.5 F.2.15.1</b>	<b>Sealing and Delivery of tender offers</b>	<p>The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: The main gate of Braampark Office Park, 33 Hoofd Street, BRAAMFONTEIN, Johannesburg.</p> <p>Physical address: <b>Braampark Office Park 33 Hoofd Street BRAAMFONTEIN</b></p> <p><b>The tender box will only be accessible on the closing day of the tender from 08H00 – 12h00.</b></p> <p>Identification details: REQUEST FOR TENDERS FOR THE REPAIRS AND MAINTENANCE AT METRO MALL BLOCK B - WATERPROOFING RFP NO: 22/2020</p> <p><b>CLOSING DATE &amp; TIME: 18 SEPTEMBER 2020 at 12h00 Telkom Time</b> as stated in the Tender Notice and Invitation to Tender</p>
<b>F.2.13.9</b>	<b>Telephonic</b>	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will <b>not</b> be accepted.
<b>F.2.15</b>	<b>Closing time of tender offers</b>	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
<b>F.2.16</b>	<b>Tender offer validity</b>	The tender offer validity period is 120 days.
<b>F.2.20</b>	<b>Letter of Intent</b>	The tenderer is required to submit with his tender a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document.
<b>F.2.23</b>	<b>Certificates</b>	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> <li>1) An <b>ORIGINAL VALID</b> Tax Clearance Certificate/PIN issued by the South African Revenue Services.</li> <li>2) Certified copy (within 6 months) of valid B-BBEE status level verification certificate.</li> <li>3) CIDB Tenderer(s) Grading Certificate(s) of 4SN <b>and above</b></li> <li>4) Documents and Schedules listed in Part T2.</li> </ol>

<b>F.3.4</b>	<b>Opening of tender submissions</b>	Due to Covid 19 restrictions, tenders will not be opened publicly after the closing time.									
<b>F.3.11.3</b>	<b>Evaluation of Tender Offers</b>	<p>The procedure for the evaluation of responsive tenders is Method 2 (Price and Preferences) having completed a technical evaluation. The Preference Point System assigns a score to each tenderer based on the tender price and on the tenderer's B-BBEE status. These scores are combined to determine an overall score for the tender. The tender with the highest score will be considered for acceptance.</p> <p>The Preference Point System will be applied as follows.</p> <p>For tenders below R50 million</p> <ul style="list-style-type: none"> <li>80 points are assigned to price</li> <li>20 points are assigned to B-BBEE status</li> </ul> <p>Points scored will be rounded off to the nearest 2 decimal places.</p> <p>A two-stage evaluation will be applied to the evaluation of the bid as follows:</p> <p><b>STAGE 1: TECHNICALITY/FUNCTIONALITY EVALUATION</b></p> <p>Bids will be evaluated in order to establish whether they meet a <u>minimum threshold score of 70 points out of 100</u> for functionality, based on the following criteria:</p> <p>Demonstrated capability to deliver the required scope of work as demonstrated by :</p> <table border="1"> <thead> <tr> <th>TECHNICAL FUNCTIONAL CRITERIA</th><th>POINTS</th><th>RETURNABLE DOCUMENTS TO BE USED IN EVALUATION</th></tr> </thead> <tbody> <tr> <td><b>1. Understanding of Scope of Work</b></td><td><b>20</b></td><td></td></tr> <tr> <td> <p>A detailed approach and methodology statement wherein the approach to be followed in each stage of the construction process is to be outlined. This section should show the tenderer's understanding of the process and input required towards the successful execution of the project.</p> <p>Methodology statement should include the following:</p> <ul style="list-style-type: none"> <li>Stakeholders management incorporating engagement with taxi operators, and market requirements including related health and safety issues = up to 5 points.</li> <li>Demonstrate implementation of the project especially with</li> </ul> </td><td></td><td><b>Methodology Statement</b></td></tr> </tbody> </table>	TECHNICAL FUNCTIONAL CRITERIA	POINTS	RETURNABLE DOCUMENTS TO BE USED IN EVALUATION	<b>1. Understanding of Scope of Work</b>	<b>20</b>		<p>A detailed approach and methodology statement wherein the approach to be followed in each stage of the construction process is to be outlined. This section should show the tenderer's understanding of the process and input required towards the successful execution of the project.</p> <p>Methodology statement should include the following:</p> <ul style="list-style-type: none"> <li>Stakeholders management incorporating engagement with taxi operators, and market requirements including related health and safety issues = up to 5 points.</li> <li>Demonstrate implementation of the project especially with</li> </ul>		<b>Methodology Statement</b>
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			<p>regards to making provision to work during the rainy season - 10 points</p> <ul style="list-style-type: none"> <li>Project organogram reflecting relevant experience and qualifications of key personnel and decision makers ie. Construction Manager, Programmer, Quantity Surveyor, Site Agent, Social Facilitator, Etc. - 5 points</li> </ul>			
			<b>2. Detailed Project Programme</b>	<b>10</b>		
			<p>Detailed project programme with timelines reflecting critical path:</p> <ul style="list-style-type: none"> <li>The programme is to identify key elements that will be completed - 10 points</li> </ul>		<b>Detailed Project Programme</b>	
			<b>3. Capability and Experience</b>	<b>20</b>		
			<p>Capability and experience of the following key personnel, as supported by CVs, qualifications and proof of registration with an accredited professional body, in the context of this project:</p> <p><u>Construction Manager/Site Agent:</u></p> <ul style="list-style-type: none"> <li>Minimum of 5 years experience working on projects of a similar nature; Proof of Qualifications (certified within 6 months); Proof of Registration with any of the following accredited professional bodies (certified within 6 months), ECSA and/or SACPCMP - 15 points</li> <li>Failure to provide any of the above requirements will result in 0 points</li> </ul> <p><u>Health and Safety Officer:</u></p> <ul style="list-style-type: none"> <li>Minimum of 5 years experience working on projects of a similar nature; Proof of Qualifications (certified within 6 months) - 5 points</li> <li>Failure to provide any of the above requirements will result in 0 points</li> </ul>		<b>Detailed CV's and employment contracts/SLA's of key personnel, Qualification certificates, Proof of registration with an accredited professional body</b>	

			<b>4. Value and nature of relevant previous work completed</b>	<b>15</b>	
			Value and nature of similar previous work completed by the bidder with contactable and traceable references.  Contracts of relevant previous works with a cumulative value of above R25million since establishment with :  <ul style="list-style-type: none"> <li>• 5 or more reference letters – 15 points</li> <li>• 4 reference letters – 10 points</li> <li>• 3 reference letters – 7 points</li> <li>• 2 reference letters – 5 points</li> <li>• 1 reference letter – 2 points</li> <li>• No reference letter – 0 points</li> </ul>		<b>List of value and nature of work with contactable references, completion certificates and letters of appointments</b>
			<b>5. Financial Capacity</b>	<b>20</b>	
			Financial Capacity Requirements.  The bidder is to demonstrate proof of availability of R500,000.00 unencumbered funds: <ul style="list-style-type: none"> <li>• Proof of R500,000.00 unencumbered funds including financial statements, etc. - 20 points</li> </ul>		Recent copy of bank statements showing availability of funds.  <b>OR</b>  Letter from registered funding institutions (registered FSP Service Provider) confirming funding for this specific project.  <b>OR</b>  Letter from a private investor to the bidder confirming funding for this specific project. The private funder should also provide proof of the funds.  <b>OR</b>  Bank Rating Letter.  All the above documentation should be within 30 days of the closing date of the bid.
			<b>6. Transformation and Empowerment Plan</b>	<b>15</b>	
			The bidder is required to submit a methodology document on how to formulate work packages for local SMME's, local labour, job creation and skills development:		<b>Transformation and Empowerment Plan</b>

<ul style="list-style-type: none"> <li>The organisation's current Empowerment Plan and Initiatives specifically related to this project - 5 points</li> <li>Employment strategy targeting black woman, unemployed youth, disabled persons as this contract will result in temporary employment opportunities - 5 points</li> <li>Skills transfer to the local community - 5 points</li> </ul>		
TOTAL	100 POINTS	
MINIMUM THRESHOLD	70 POINTS	

## STAGE 2: PRICE AND BEE (80:20)

Only those bids that meet the criteria stated for Stage 1 will be evaluated at this stage. Bids will be evaluated using the 80:20 principles, as per MFMA Circular No.53 of the National Treasury, was follows:

### BROAD BASED BLACK ECONOMIC EMPOWERMENT (20)

BBBEE is a deliberate socio-economic process or intervention strategy designed to redress the imbalances of the past and to facilitate the participation of Black people in the economy. JPC shall apply the provisions of the Broad Based Black Economic Empowerment Act and its codes of good practice as verification of the Tenderers' BEE status. Preference will be given to BBBEE Tenderers.

### FORMULA FOR SCORING TENDER PRICE

The following formula will be used to calculate the points for price.

$$P_s = 80 \left[ 1 - \frac{(P_t - P_{min})}{P_{min}} \right]$$

Where

**P<sub>s</sub>** = Points scored for price of tender under consideration

**P<sub>t</sub>** = Price of tender under consideration

**P<sub>min</sub>** = Price of lowest acceptable tender

### POINTS AWARDED FOR B-BBEE STATUS LEVEL

The points allocated to a tenderer will be in accordance with the **Preferential Procurement Regulations, 2017** published in Government Gazette.

The following table is applicable.

<b>Price</b>	<b>80</b>
<b>B-BBEE Status Level of Contribution</b>	<b>Number of Points 20</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non - Contributor	0
Maximum	20
<b>Total</b>	<b>100</b>

## Notes :

1. "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act ( Act No.53 of 2003). Construction Sector
2. Tenderers must submit their original and valid B-BBEE construction sector code 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.
3. Tenderers with annual total revenue of R5 million or less qualify as Exempted and must submit a certificate ; issued by a registered auditor, accounting officer or an accredited verification agency.
4. The submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and be in accordance with notices published by the Department of Trade and Industry in the Government Gazette.
5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their combined B-BBEE status level certificate.
6. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that

		<p>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><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;</p> <p><b>PP</b> is the total number of preference points scored by the tenderer</p> <p><b>P<sub>s</sub></b> is the points scored for the price of the tenderer, and</p> <p><b>P<sub>bee</sub></b> is the number of points awarded to the tenderer based on his certified B-BBEE status level</p>
<b>F.3.13.1</b>	<b>Tender offers</b>	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>the tenderer submits <b>an original valid</b> Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;</li> <li>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>the tenderer is registered with the Construction Industry Development Board in an appropriate Tenderer(s) grading designation;</li> <li>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>the tenderer has not: <ol style="list-style-type: none"> <li>abused the Employer's Supply Chain Management System; or</li> <li>failed to perform on any previous contract and has been given a written notice to this effect;</li> </ol> </li> <li>the tenderer has completed the Compulsory Enterprise Questionnaire 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>the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</li> </ol>
<b>F.3.18</b>	<b>Number of Paper Copies</b>	<p>The number of paper copies of the signed contracts to be provided by the employer is 1 (one).</p>

## PART T2: RETURNABLE DOCUMENTS

### T2.1 LIST OF RETURNABLE DOCUMENTS

#### T2.1.1 Returnable Schedules required for tender evaluation purposes

The Tenderer must complete the following returnable schedules

- Compulsory Enterprise Questionnaire **[Form A]**
- Record of Addenda to Tender Documents **[Form B]**
- Schedule of Recently Completed Contracts **[Form C]**
- Schedule of Current Contracts **[Form D]**
- Schedule of Construction Plant and Equipment **[Form E]**
- Schedule of Proposed Sub-Tenderer(s) **[Form F]**
- Schedule of Proposed Key Personnel **[Form G]**
- Banking Details **[Form H]**
- Proposed Amendments and Qualifications (if any) **[Form I]**
- Certificate of Authority for Joint Venture (if applicable) **[Form J]**
- Particulars of any contracts awarded by an organ of state during the last 5 years **[Form K]**
- Estimated Monthly Expenditure **[Form L]**
- Fulfilment of the Construction Regulations **[Form M]**
- Questionnaire on tenderer's procedures with respect to OHSA and Construction Regulations **[Form N]**
- Declaration of interest – **MBD 4 [Form O]**
- Declaration for Procurement over R10 million – **JPC MBD 5 [Form P]**
- Preferential Points – **MBD 6 [Form Q]**
- Bidders Information – **JPC MBD 7.1 [Form R]**
- Declaration of Bidder's Past SCM Practices – **MBD 8 [Form S]**
- Certificate of Independent Bid Determination - **MBD 9 [Form T]**

#### T2.1.2 Returnable Documents required for tender evaluation purposes

- Original Tax Clearance Certificate **[Form U]**
- Company Registration Documents **[Form V]**
- Power of attorney, company resolution and authority to sign tender **[Form W]**
- Original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating the B-BBEE rating **[Form X]**
- A letter certifying that the tenderer has no undisputed commitments to a municipality or other service provider **[Form Y]**
- Proposed Project Organisational Chart **[Form Z]**
- Curricula Vitae of Key Project Personnel **[Form AA]**
- Methodology Statement **[Form BB]**
- Detailed Preliminary Construction Programme **[Form CC]**
- Labour and Plant Histograms **[Form DD]**
- Public Interest Score (PIS) with supporting documents **[Form EE]**
- Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the JBCC form (refer C1.3) **[Form FF]**
- Indicative Empowerment Spending Plan **[Form GG]**

- EME/QSE Sub-Contracting Confirmation [**Form HH**]

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

- Form of Offer and Acceptance
- Contract Data
- Bills of Quantities
- Occupational Health and Safety Agreement (C1.4)
- Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993
- Environmental Management Plan (EMP) – To be issued at Compulsory Site Briefing Session

**PART T2: RETURNABLE DOCUMENTS****T2.2 RETURNABLE SCHEDULES AND DOCUMENTS****T2.2.1 Returnable Schedules and Documents**

<b>Form A:</b>	Compulsory Enterprise Questionnaire
<b>Form B:</b>	Record of Addenda to Tender Documents
<b>Form C:</b>	Schedule of Recently Completed Contracts
<b>Form D:</b>	Schedule of Current Contracts
<b>Form E:</b>	Schedule of Construction Plant and Equipment
<b>Form F:</b>	Schedule of Proposed Sub-Tenderer(s)
<b>Form G:</b>	Schedule of Proposed Key Personnel
<b>Form H:</b>	Banking Details
<b>Form I:</b>	Proposed Amendments and Qualifications (if any)
<b>Form J:</b>	Certificate of Authority for Joint Venture (if applicable)
<b>Form K:</b>	Particulars of any contracts awarded by an organ of state during the last 5 years
<b>Form L:</b>	Estimated Monthly Expenditure
<b>Form M:</b>	Fulfilment of the Construction Regulations
<b>Form N:</b>	Questionnaire on Tenderer's Procedures with respect to OHSA and Construction Regulations
<b>Form O:</b>	Declaration of Interest – <b>MBD 4</b>
<b>Form P:</b>	Declaration for Procurement over R10million – <b>MBD 5</b>
<b>Form Q:</b>	Preferential Points – <b>MBD 6</b>
<b>Form R:</b>	Bidders Information – <b>JPC MBD 7.1</b>
<b>Form S:</b>	Declaration of Bidder's Past SCM Practices - <b>MBD 8</b>
<b>Form T:</b>	Certificate of Independent Bid Determination – <b>MBD 9</b>
<b>Form U:</b>	Original Tax Clearance Certificate
<b>Form V:</b>	Company Registration Documents
<b>Form W:</b>	Power of attorney, company resolution and authority to sign tender
<b>Form X:</b>	Original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating the B-BBEE rating
<b>Form Y:</b>	A letter certifying that the tenderer has no undisputed commitments to a municipality or other service provider
<b>Form Z:</b>	Proposed Project Organisational Chart
<b>Form AA:</b>	Curricula Vitae of Key Project Personnel
<b>Form BB:</b>	Methodology Statement
<b>Form CC:</b>	Detailed Preliminary Construction Programme
<b>Form DD:</b>	Labour and Plant Histograms
<b>Form EE:</b>	Public Interest Score (PIS) with supporting documents
<b>Form FF:</b>	Letter of Intent from approved Financial Institution undertaking to provide a Construction Guarantee in accordance with the standard JBCC form (refer C1.3)
<b>Form GG:</b>	Indicative Empowerment Spending Plan
<b>Form HH:</b>	EME/QSE Sub-Contracting Confirmation

**FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

\*insert separate page if necessary

#### Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

\*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct;

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

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

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

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

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

The Tenderer shall list below the last five building construction contracts of a **similar nature** awarded to the Tenderer. This information is material to the award of the Contract.

**In the case of a joint venture or consortium, separate documents in respect of each partner must be completed and submitted.**

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

METRO MALL BLOCK B WATERPROOFING

**FORM D: Schedule of Current Contracts**

The Tenderer shall list below the contracts not yet completed. This information is material to the award of the Contract.

**In the case of a joint venture or consortium, separate documents in respect of each partner must be completed and submitted.**

(In the event of insufficient space, kindly attach 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:** ..... **DATE:** .....  
(of person authorised to sign on behalf of the Tenderer)

**FORM E: Schedule of Construction Plant & Equipment**

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

In the case of a joint venture or consortium, separate documents in respect of each partner must be completed and submitted.

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


*Attach additional pages if more space is required*

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

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

*Attach additional pages if more space is required*

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

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

[illegible]

**DATE:** .....

**FORM G: Schedule of Proposed Key Personnel**

The Tenderer shall list below the key personnel (including first nominee and the second choice alternate), 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, positions held and their nationalities.

LOCATION	DESIGNATION	NAME AND NATIONALITY OF: (i) NOMINEE (ii) ALTERNATE	SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION
<b>HEAD OFFICE</b>	Partner/director		
	Project manager		
	Other key staff (give designation)		
<b>SITE OFFICE</b>	Site Agent		
	Site Engineer		
	Construction Supervisor (Give Designation)		
	Other Key Staff (Give Designation)		

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

**DATE:** .....

**FORM H: Banking Details**

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

**In the case of a joint venture or consortium, separate documents in respect of each partner must be completed and submitted.**

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 I: 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.

Tenderers must not include deviations or qualifications relating to the scope of work in this schedule where they are required to submit an Approach Paper.

Page	Clause or item	Proposal

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

**DATE:** .....

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

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		
CIDB registration no .....		Signature ..... Name ..... Designation .....
CIDB registration no .....		Signature ..... Name ..... Designation .....
CIDB registration no .....		Signature ..... Name ..... Designation .....
CIDB registration no .....		Signature ..... Name ..... Designation .....

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

**DATE:** .....

**FORM K: Particulars of Contract awarded by an Organ of State during the last 5 years**

In the case of a joint venture or consortium, separate documents in respect of each partner must be completed and submitted.

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

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

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

**FORM L: 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.

MONTH	VALUE
1	R .....
2	R .....
3	R .....
4	R .....
5	R .....
	COMPLETION OF CONTRACT
TOTAL	R .....

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

**DATE:** .....

FORM M: Fulfilment of the Construction Regulations, 2003

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a Tenderer(s) to perform construction work unless the Tenderer(s) can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

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

(Tick)

YES	
NO	

- 2 Proposed approach to achieve compliance with the Regulations

(Tick)

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

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

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

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

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

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

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

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

(Tick)

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

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

**FORM N: 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 Supervisor [Construction Regulation 6 (1)]  
.....
2. Names of the competent employees to assist the Construction Supervisor [Construction Regulation 6(2)]  
.....
3. Name of the person to be appointed to conduct base line and ongoing risk assessments[Construction Regulation 7(1)]  
.....
4. Name of competent person to be appointed as occupational health and safety officer [Construction Regulation 6(6)]
5. Will the employees to be appointed on the project be in possession of proof of health and safety induction training [Construction Regulation 7(9) (a)]? .....Yes / No  
If no, what are the tenderer's proposals for such training? .....  
.....
6. Are the tenderer's tools, plant and equipment tested and inspected regularly in terms of safety compliance?  
.....Yes/N  
o  
If no, what are the tenderer's proposals for such testing? .....  
.....
7. Will a dedicated supervisor be designated to manage the process to test and inspect all tools, plant and equipment?  
.....Yes/N  
o  
If no, what are the tenderer's proposals for such designation?  
.....  
.....
8. What other measures will the tenderer take to comply with the OHSACT and the Construction Regulations? .....Yes/No  
If no, what are the tenderer's proposals to comply with this requirement?  
.....  
.....  
.....

9. Is the tenderer registered and in good standing with the Compensation Commissioner or duly approved compensation insurer?

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

**FORM O: DECLARATION OF INTEREST – MBD 4**

**In the case of a joint venture or consortium, separate documents in respect of each partner must be completed and submitted.**

**(a) DECLARATION OF INTEREST (MBD 4)**

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 favoritism, 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 authorized 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.

No.	Information	Please provide detail	
3.1	Full name of bidder or his or her representative		
3.2	Identity number		
3.3	Position occupied in the company (director, trustee, shareholder <sup>2</sup> )		
3.4	Company registration number		
3.5	Tax reference number		
3.6	VAT registration number		
Note	<i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)</i>		
3.7	Are you presently in the service of the state?	Yes	No
	If yes, please furnish particulars :		

No.	Information	Please provide detail	
3.7.1	Name of director		
3.7.2	Service of state organization		
3.8	Have you been in the service of the state for the past twelve months?  If yes, please furnish particulars :	Yes	No
3.8.1	Name of director		
3.8.2	Service of state organization		
3.9	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?  If yes, please furnish particulars :	Yes	No
3.9.1	Name of person in the service of state		
3.9.2	Relationship		
3.10	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?  If yes, please furnish particulars :	Yes	No
3.10.1	Name of person in the service of state		
3.10.2	Relationship		
3.11	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?  If yes, please furnish particulars :	Yes	No
3.11.1	Name of director		
3.11.2	Service of state organization		

No.	Information	Please provide detail	
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state?  If yes, please furnish particulars:	Yes	No
3.12.1	Name of director		
3.12.2	Name of relative		
3.12.3	Relationship		
3.13	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?  If yes, please furnish particulars:	Yes	No
3.13.1	Name of director		
3.13.2	Related company		
Note:	<p>SCM Regulations:</p> <p>"In the service of the state" means to be –</p> <ul style="list-style-type: none"> <li>(b) a member of – <ul style="list-style-type: none"> <li>(i) any municipal council;</li> <li>(ii) any provincial legislature; or</li> <li>(iii) the national Assembly or the national Council of provinces;</li> </ul> </li> <li>(c) a member of the board of directors of any municipal entity;</li> <li>(d) an official of any municipality or municipal entity;</li> <li>(e) 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);</li> <li>(f) a member of the accounting authority of any national or provincial public entity; or</li> <li>(g) an employee of Parliament or a provincial legislature.</li> </ul> <p>"Shareholder" 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.</p>		

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

Full Name	Identity Number	State Employee Number

5. I, the undersigned 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.	
NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

**FORM P: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) – MBD 5**

For all procurement expected to exceed R10 million (all applicable taxes 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 any municipality for more than three months 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 any municipality for more than three months 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

.....

.....

- \*YES / NO**

- 

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

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

[illegible]

**FORM Q: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – MBD 6.1**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to this bid:

- The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid could not be determined, therefore the highest acceptable tender will be used to determine the applicable preference point system; or
- b) The 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

- (a) Financial Offer; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
FINANCIAL OFFER	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
TOTAL POINTS FOR FINANCIAL OFFER AND B-BBEE MUST NOT EXCEED	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR FINANCIAL OFFER

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for financial offer on the following basis:

80/20

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

$P_s$  = Points scored for financial offer of bid under consideration

$P_t$  = Financial Offer of bid under consideration

$P_{min}$  = Financial Offer of lowest acceptable minimum bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>Price</b>	<b>80</b>
<b>B-BBEE Status Level of Contribution</b>	<b>Number of Points 20</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non - Contributor	0
Maximum	20
<b>Total</b>	<b>100</b>

## 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people ( As defined by the Act B-BBEE Number 46 of 2013 and any amended)		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

### 8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One person business/sole propriety
  - ☐ Close corporation
  - ☐ Company
  - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

### 8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
  - ☐ Supplier
  - ☐ Professional service provider
  - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

### 8.7 MUNICIPAL INFORMATION

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

## WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

**FORM R: BIDDERS INFORMATION – JPC MBD 7.1****BIDDERS INFORMATION**

Name of Bidder			
ID /Passport/ Registration Number			
Nature of bidder (tick one)	Natural Person/ Sole Proprietor		
	School/NGO/Trust		
	Company/ CC/ Partnership		
	Joint Venture (JV)		
Postal Address		Tel	
		Cell	
		Email	
		Fax	
<b>BIDDER BANKING DETAILS</b>			
Name of bidder's Banker			
Contact details of banker			

**Please indicate how you became aware of the invitation to submit this Proposal**

The Star		JPC website	
----------	--	-------------	--

Sowetan		E- Tenders	
JPC Social Media Accounts		Business Day	

I, the undersigned 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.	
<b>NAME OF REPRESENTATIVE</b>	<b>AUTHORIZED (UNDERSIGNED) SIGNATURE</b>
<b>DATE</b>	<b>CAPACITY</b>

**FORM S: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – MBD 8**

**In the case of a joint venture, separate documents in respect of each partner must be completed and submitted.**

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:
  - 3.1. Abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - 3.2. been convicted for fraud or corruption during the past five years;
  - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - 3.4. 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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the accounting officer / authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> and can be accessed by clicking on its link at the bottom of the home page</b>	Yes	No
4.1.1	If so, furnish particulars:		

Item	Question	Yes	No
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>The Register for Tender Defaulters can be accessed on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> by clicking on its link at the bottom of the home page.</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	No
4.3.1	If so, furnish particulars:		

I, the undersigned 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.	
NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

**FORM T: CERTIFICATE OF INDEPENDENT BID DETERMINATION – MBD 9**

**In the case of a joint venture, separate documents in respect of each partner must be completed and submitted.**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

The City of Joburg Property Company (SOC) Ltd (Reg. No 2000/017147/07) ("JPC") as an agent of  
City of Johannesburg Metropolitan Municipality ("COJ")

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
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
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

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**FORM U: TAX CLEARANCE CERTIFICATE REQUIREMENTS**

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.**

**In the case of a joint venture or consortium, separate documents in respect of each partner must be completed and submitted.**

1. In order to meet this requirement bidder are required to an "Application for a Tax Clearance Certificate" (TCC 001) and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign Tenderers/ individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date approval.
3. The originals Tax Clearance Certificate/PIN must be submitted together with the bids. Failure to submit the original and valid Tax Clearance Certificate will result in the Invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-Tenderer(s) are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Application for the Tax Clearance Certificates/PIN may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za)
7. The Tax clearance certificate must be valid at the time of submission of the bid.

**FORM V: COMPANY REGISTRATION DOCUMENTS**

**The following documents must be attached hereafter as proof of registration:**

- ***Natural persons, Sole proprietors and JVs – copy of ID document/passport***
- ***Schools – copy of Provincial School registration certificate***
- ***NGO – copy of Provincial registration certificate***
- ***Society Club/ Association – copy of Constitution / founding document***
- ***Partnership -copy of partnership agreement plus IDs of all partners***
- ***Closed Corporation - Copy of CK1 and/or CK2 and members agreement***
- ***Company – current CM29,***
- ***Trust – letter of appointment from the Master of the High Court of SA and deed of trust***
- ***Joint Venture or Consortium– JV/Consortium agreement plus ID documents/ company Registration document of all members of JV/Consortium***

**FORM W: POWER OF ATTORNEY, COMPANY RESOLUTION AND AUTHORITY TO SIGN  
TENDER (ATTACH DOCUMENTS HEREFTER)**

**In the case of a joint venture or consortium, separate documents in respect of each partner must be completed and submitted.**

**FORM X: CERTIFIED COPY (WITHIN 6 MONTHS) OF A VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE, SUBSTANTIATING THE B-BBEE RATING AS PER THE CONSTRUCTION SECTOR (ATTACH DOCUMENTS HEREAFTER)**

**FORM Y: A LETTER CERTIFYING THAT THE TENDERER AND ITS DIRECTORS HAVE NO UNDISPUTED COMMITMENTS TO A MUNICIPALITY OR OTHER SERVICE PROVIDER (ATTACH DOCUMENTS HEREAFTER)**

**In the case of a joint venture or consortium, separate documents in respect of each partner must be completed and submitted.**

**FORM Z: PROPOSED PROJECT ORGANISATIONAL CHART (ATTACH DOCUMENTS  
HEREAFTER)**

**FORM AA: CURRICULA VITAE OF KEY PROJECT PERSONAL (ATTACH DOCUMENTS  
HEREAFTER)**

**FORM BB: METHODOLOGY STATEMENT (ATTACH DOCUMENTS HEREAFTER)**

**FORM CC: DETAILED PRELIMINARY CONSTRUCTION PROGRAMME (ATTACH DOCUMENTS  
HEREAFTER)**

**FORM DD: LABOUR AND PLANT HISTOGRAMS(ATTACH DOCUMENTS HEREFTER)**

**FORM EE: PUBLIC INTEREST SCORE WITH SUPPORTING DOCUMENTATION (ATTACH DOCUMENTS HEREFTER)**

The Public Score Calculation must be supported by the following:

- Audited Annual Financial Statements indicating the latest three financial periods, **OR**
- Latest unaudited annual financial statement used for the calculation of the PIS.

**In the case of a joint venture or consortium, separate documents in respect of each partner must be completed and submitted.**

**FORM FF: LETTER OF INTENT FROM A FINANCIAL INSTITUTION TO PROVIDE A CONSTRUCTION GUARANTEE IN ACCORDANCE WITH THE JBCC FORM (REFER C1.3) (ATTACH DOCUMENTS HEREAFTER).**

**FORM GG: INDICATIVE EMPOWERMENT SPENDING PLAN (ATTACH DOCUMENTS  
HEREAFTER)**

**FORM HH: EME/QSE SUB-CONTRACTOR CONFIRMATION**

The Tenderer shall state below the estimated value of work (minimum 30% of contract value) per BoQ trade to be sub-contracted to an EME/QSE which is at least 51% owned by black people.

BOQ TRADE	VALUE (INCL. VAT)
TOTAL (minimum 30% of contract value)	R .....

**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 for the procurement of a Service Provider for THE REPAIRS AND MAINTENANCE AT METRO MALL BLOCK B - WATERPROOFING.

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the Tenderer(s) 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 VAT IS:**

(in words) .....

.....Rand; 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 Tenderer(s) in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

*(Insert name and address of organisation)*

.....  
Name & signature of witness

.....  
Date

## 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 Tenderer(s) 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 Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

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

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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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. 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 Form of Offer and Acceptance, including the Schedule of Deviations (if any). Unless the tenderer 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.

Signature(s)

Name(s)

Capacity

**For the Employer:** CITY OF JOBURG PROPERTY COMPANY SOC Ltd (JPC)  
First Floor, Forum II, Braampark, 33 Hoofd Street, BRAAMFONTEIN

.....  
Name & signature of witness

.....  
Date

**Schedule of Deviations**

1 Subject	.....
Details	.....
	.....
	.....
	.....
2 Subject	.....
Details	.....
	.....
	.....
	.....
3 Subject	.....
Details	.....
	.....
	.....
	.....
4 Subject	.....
Details	.....
	.....
	.....
	.....
5 Subject	.....
Details	.....
	.....
	.....
	.....

By the duly authorised representatives signing this agreement, 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 returnable 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.**

**PART C1: AGREEMENT AND CONTRACT DATA****C1.2 Contract Data**

The Conditions of Contract are the *JBCC Series 2000 Principal Building Agreement (Edition 5.0)*, published by the Joint Building Contracts Committee. Copies of these documents may be obtained from the from the Association of South African Quantity Surveyors (011-3154140), the Master Builders Association (011-205-9000) the South African Association of Consulting Engineers (011-4632022) or the South African Institute of Architects (011-4860684).

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

<b>Part 1: Data provided by the Employer</b>	
<b>Clause</b>	<b>Data</b>
1.1	The <b>Employer</b> is.  Name: CITY OF JOBURG PROPERTY COMPANY SOC LTD
1.2	The address of <b>the Employer</b> is:  Address (physical): Forum II, First Floor, Braampark, 33 Hoofd Street, Braamfontein, Johannesburg  Address (postal) : P O Box 31565, Braamfontein, 2017  Telephone : 010 219 9000 Facsimile: 011 219 9400  VAT registration number: 4760 1171 94
	The <b>Principal Agent</b> is:  Name : :  Address (postal): Telephone : e-mail :
1.1 5.2	The <b>Agent (1)</b> is:  Name :  Address (postal): Telephone : e-mail :
1.1 5.2	The <b>Agent (2)</b> is:  Name :  Address (postal):  Telephone :

	e-mail :
1.1 5.2	<p>The <b>Agent (3)</b> is:</p> <p>Name :</p> <p>Address (postal):</p> <p>Telephone :</p> <p>e-mail :</p>
1.1 5.2	<p>The <b>Agent (4)</b> is:</p> <p>Name :</p> <p>Address (postal):</p> <p>Telephone :</p> <p>e-mail :</p>
1.1	<p>The overall construction area is approximately 4,121m<sup>2</sup> and comprises briefly of the following:</p> <ul style="list-style-type: none"> <li>• Removal of asphalt and waterproofing from existing concrete roof slab</li> <li>• New layer of waterproofing, including waterproofing of joints</li> <li>• New screed</li> <li>• New asphalt surface</li> </ul>
1.1	The <b>site</b> is situated at the roof level of Metro Mall Block B, Gwigwi Mrwebi Street, Newtown, Johannesburg, 2113.
1.1	The <b>bills of quantities</b> have been drawn up in accordance with the measurement system stated in Part C2: Pricing Data.
1.1	The <b>contract documents</b> are listed in Form of Offer and Acceptance
1.1	The drawings upon which the accepted tender is based are listed in Part C3: Scope of Work.
1.1	The <b>contract sum</b> is the offered total of prices inclusive of VAT as stated in the Form of Offer and Acceptance.
1.7	The governing <b>law</b> is the law of South Africa.
3.3 31.16.2	Waiver of the <b>Tenderer(s)'s</b> lien or right on continuing possession is required.
3.6	The original signed set of <b>contract documents</b> is to be held by the <b>employer</b> .
3.7	

	All relevant drawings, unpriced bills of quantities and contract documents are to be supplied to the <b>Tenderer(s)</b> free of charge.
10.1.1 12.6	Contract works insurance is to be effected by the Employer for the sum of not less than the <b>contract sum plus 20%</b> with a deductible in an amount of R20,000.00 each and every claim
10.1.2 11.1-3 12.6	Supplementary insurance is to be effected by the Employer for the sum of <b>contract sum plus 20%</b> with a deductible in an amount of R20,000.00 each and every claim
10.1.3 12.6	Public liability insurance is to be effected by the Contractor for the sum of R10,000,000.00 with a deductible in an amount R20,000.00 each incident and each claim
11.1.2-3	Special insurance is to be effected by the _____ for:
12.1	<b>Type of special insurance    For the sum of                      With a deductible of</b>
15.1.2	The <b>Tenderer(s)</b> is to submit the following documents to the <b>principal agent</b> : Health and Safety Plan Initial Programme
15.2.1	A 6 week public participation process will commence after appointment of successful <b>Tenderer</b> .  Possession of the <b>site</b> is to be given thereafter.
15.3	The period for the commencement of the <b>works</b> after the <b>Tenderer(s)</b> takes possession of the site is: Within 5 calendar days.
15.4 28.0	Completion of the <b>works</b> in sections is required: No
16.1	The following restrictions apply to the <b>site</b> :  The works will occur within an existing, fully functional taxi rank which will be in use for the duration of the construction process.

	<p><u>Noise Control</u></p> <p>The tenderer shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities should only be carried out during day light hours. Compliance with the appropriate legislation with respect to noise, shall be mandatory.</p> <p>Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.</p> <p><u>Dust Control</u></p> <p>Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.</p> <p><u>Working Hours</u></p> <p>The Tenderers' attention is specifically drawn to the fact that the Taxi Rank's peak operating times are between 6am &amp; 6pm. However, the Client will allow the Contractor access to the site after hours should the need arise.</p> <p>Delays encountered by the successful contractor due to the abovementioned operating activities shall not be entertained under any circumstances.</p> <p>The above is a specific condition of the tender &amp; should be planned as such in the construction programme and methodology.</p>	
16.7	The provision of the following temporary services are required on the basis as indicated in the nominated option:	
	<b>Service</b>	
	Water	A
	Electricity	A
	Telecom	A
	Ablutions	A
	<p><b>Note:</b> Option A = Tenderer(s) at his cost; Option B = Employer free of charge; Option C = Employer metered (Tenderer(s) cost)</p>	
24.3.1 30.1-3	<p><b>For the works</b> as a whole: The date for <b>practical completion</b> is: 5 calendar months from date of site handover</p>	

	The <b>penalty</b> per <b>calendar day</b> is: R5,000.00
31.3	The <b>interim payment</b> certificate is to be issued by the 15 <sup>th</sup> day of the month
40.3.4	The dissatisfied party is to refer the dispute to Arbitration
40.4.2	The arbitration rules as set out in the Rules for the Conduct of Arbitrations Fifth Edition 2005 published by the Associations of Arbitrators (Southern Africa)
	<p><b>The variations to the General Conditions of Contract are:</b></p> <p>Replace the following definitions in <b>DEFINITIONS AND INTERPRETATIONS</b> with the following wording:</p> <p><b>AGREEMENT</b> means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.</p> <p><b>CONTRACT SUM</b> means the total of prices in the Form of Offer and Acceptance.</p>
	<p>Replace clause 3.2 with the following:</p> <p>3.2 The <b>Tenderer(s)</b> shall provide:</p> <p>3.2.1 A <b>construction guarantee</b> where so required in the <b>contract data</b>.</p>
	Replace the word " <b>priced document</b> " in 19.1 and 19.2 with " <b>agreement</b> "
	<p>Replace 40.2 with the following:</p> <p>40.2 Where such disagreement is not resolved within ten (10) <b>working days</b> of receipt of such notice it shall be deemed to be a dispute and shall be referred by the party which gave such notice to adjudication, where the adjudication will be conducted in terms of the edition of the JBCC Rules for Adjudication current at the time when the dispute was declared.</p> <p>Replace "arbitration" at the end of 40.3.4 with "either arbitration where the <b>arbitrator</b> is to be appointed by the body whose rules shall apply or court proceedings as stated in the <b>contract data</b></p>

### C.1.2 Contract Data

## Part 2: Data provided by the Tenderer(s)

The Tenderer(s) is advised to read the *JBCC Principal Building Agreement (Edition 6.2 – May 2018)* and section *D 3.0 Payment of preliminaries* and *D 4.0 Adjustment of preliminaries* contained in the associated *Contract Data CE*, published by the Joint Building Contracts Committee, in order to understand the implications of this Data which is required to be completed. Copies of these documents may be obtained from the from the Association of South African Quantity Surveyors (011-3154140), the Master Builders Association (011-205-9000) the South African Association of Consulting Engineers (011-4632022) or the South African Institute of Architects (011-4860684)

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

Clause	Data with reference to the JBCC Principal Building Agreement (Edition 6.2 – May 2018)	
E 1.0	<p>The <b>Tenderer(s)</b> is.</p> <p>Name : .....</p> <p>The address of the <b>Tenderer(s)</b> is: .....</p> <p>Address (physical) : .....</p> <p>.....</p> <p>Address (postal) : .....</p> <p>.....</p> <p>Telephone : ..... Facsimile: .....</p> <p>e-mail : .....</p>	
D 1.0 [11.0]	<p>The security provisions selected are:</p> <p>Variable construction guarantee</p> <p>Fixed Construction Guarantee</p> <p>Advanced Payment is required</p>	<p><i>(delete that which does not apply)</i></p> <p>yes / no</p> <p>yes / no</p> <p>Not offered</p>
Clause	<p><b>Data with reference to Clause D 3.0 Payment of Preliminaries and D 4.0 Adjustment of Preliminaries of the JBCC Principal Building Agreement (Edition 6.2 – May 2018) Contract Data – Tenderer(s) to Employer</b></p>	
D 3.0 [25.0]	<p>Payment of preliminaries: Option ..... <i>(insert A or B)</i></p>	
D 4.0 [26.9.4]	<p>Adjustment of preliminaries: Option ..... <i>(insert A or B)</i></p>	

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

**PART C1: AGREEMENT AND CONTRACT DATA****C1.3 Construction Guarantee****GUARANTOR DETAILS AND DEFINITIONS**

Guarantor means	<hr/>		
Physical address	<hr/>		
Guarantor's signatory 1	<hr/>	Capacity	<hr/>
Guarantor's signatory 2	<hr/>	Capacity	<hr/>
Employer means	<hr/>		
Tenderer(s) means	<hr/>		
Principal Agent means	<hr/>		
Works means	<hr/>		
Site means	<hr/>		
Agreement means	The JBCC Series 2000 Principal Building Agreement		
Contract Sum means	The accepted amount inclusive of tax of		<input type="text"/>
Amount in words	<hr/>		
Guaranteed Sum means	The maximum aggregate amount of		<input type="text"/>
Amount in words	<hr/>		
Construction Guarantee	(Insert Variable or Fixed)	<input type="text"/>	(Insert expiry date) <input type="text"/>

**AGREEMENT DETAILS**

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

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

**1.0 VARIABLE CONSTRUCTION GUARANTEE**

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

**GUARANTOR'S LIABILITY****PERIOD OF LIABILITY**

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

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

Amount in words: 

---

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

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

Amounts in words: \_\_\_\_\_

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

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

Amounts in words: \_\_\_\_\_

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

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

Amounts in words: \_\_\_\_\_

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

## 2.0 FIXED CONSTRUCTION GUARANTEE

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

### **GUARANTOR'S LIABILITY**

Maximum Guaranteed Sum (not exceeding 7,5% of the contract sum) in the amount of:

### **PERIOD OF LIABILITY**

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

Amounts in words: \_\_\_\_\_

- 3.0 The Guarantor hereby acknowledges that:

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

- 3.2 Its obligation under this Guarantee is restricted to the payment of money
- 4.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1 A copy of a first written demand issued by the Employer to the Tenderer(s) stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Tenderer(s) stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Construction Guarantee and demands payment of the sum certified from the Guarantor
- 4.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in 4.0
- 5.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Construction Guarantee stating that:
- 5.1 The Agreement has been cancelled due to the Tenderer(s)'s default and that the Construction Guarantee is called up in terms of 5.0. The demand shall enclose a copy of the notice of cancellation; or
- 5.2 A provisional sequestration or liquidation court order has been granted against the Tenderer(s) and that the Construction Guarantee is called up in terms of 5.0. The demand shall enclose a copy of the court order
- 6.0 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.0 and 5.0 shall not exceed the Guarantor's maximum liability in terms of 1.0 or 2.0
- 7.0 Where the Guarantor is a registered insurer and has made payment in terms of 5.0, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Construction Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Construction Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund
- 8.0 Payment by the Guarantor in terms of 4.0 or 5.0 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor
- 9.0 The Employer shall have the absolute right to arrange his affairs with the Tenderer(s) in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Construction Guarantee on account of any conduct alleged to the prejudicial to the Guarantor
- 10.0 The Guarantor chooses the physical address as stated above for all purposes in connection herewith

- 11.0 This Construction Guarantee is neither negotiable nor transferable and shall expire in terms of either 1.1.4 or 2.1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Construction Guarantee shall be returned to the Guarantor after it has expired
- 12.0 This Construction Guarantee, with the required demand notices in terms of 4.0 or 5.0, shall be regarded as a liquid document for the purpose of obtaining a court order
- 13.0 Where this Construction Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court

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

Date \_\_\_\_\_

Guarantor's  
Signatory 1 \_\_\_\_\_Guarantor's  
Signatory 2 \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Guarantor's seal or stamp

**PART C1: AGREEMENT AND CONTRACT DATA****C1.4 Occupational Health and Safety Agreement**

THIS AGREEMENT between City of Joburg Property Company (JPC) (hereinafter called “the Employer”) on the one part, herein represented by:

.....in his capacity

as.....

and.....

...

(hereinafter called “the Tenderer(s)”) of the other part herein represented

by.....in his 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 Tenderer(s) for the construction, completion and maintenance of such works and whereas the Employer and the Tenderer(s) have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Tenderer(s) with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993).

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

1. The Tenderer(s) 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 Tenderer(s) 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 Tenderer(s) and to all his Sub-Tenderer(s)s.
5. In addition to the requirements of the contract, the Tenderer(s) 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 Tenderer(s) is responsible for the compliance with the Act and the Regulations by all his sub-Tenderer(s), whether or not selected or nominated and/or approved by the Employer.
7. The Tenderer(s) warrants that all his and his Sub-Tenderer(s)s’ 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 Tenderer(s) undertakes to ensure that he and/or his Sub-Tenderer(s) and/or their respective employees will at all times comply with the following conditions:
- (a) The Tenderer(s) undertakes to comply with all provisions of the Act and its Regulations.
  - (b) The Tenderer(s) will be obliged to report to the Employer on a regular basis regarding compliance by the Tenderer(s) with the Act and its Regulations.
  - (c) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Tenderer(s) 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 Tenderer(s) and/or his employees and/or his Sub-Tenderer(s)s.

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

\_\_\_\_\_  
**for and on behalf of the Tenderer(s) who warrants to be duly authorised to do so**

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

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

As witnesses:

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

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

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

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

As witnesses:

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

**PART C1: AGREEMENT AND CONTRACT DATA**

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

THIS AGREEMENT is made between the City of Joburg Property Company(JPC) represented by the \_\_\_\_\_(hereinafter called the EMPLOYER of the one part, herein represented by:

.....  
in his capacity as: .....

AND: .....

(hereinafter called the TENDERER(S)) of the other part, herein represented by .....

.....

in his capacity as: .....

duly authorised to sign on behalf of the Tenderer(s).

**WHEREAS** the TENDERER(S) is the Mandatory of the EMPLOYER in consequence of an agreement between the TENDERER(S) and the EMPLOYER in respect of

CONTRACT No: .....

**AND WHEREAS** the EMPLOYER and the TENDERER(S) 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 OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

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

1. The TENDERER(S) undertakes to acquaint the appropriate officials and employees of the TENDERER(S) with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The TENDERER(S) 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 TENDERER(S), his officials and employees. The TENDERER(S) shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The TENDERER(S) 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 TENDERER(S) expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The TENDERER(S) 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 TENDERER(S) 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 TENDERER(S), or to take such steps it may deem necessary to remedy the default of the TENDERER(S) at the cost of the TENDERER(S).

5. The TENDERER(S) 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 **TENDERER(S)**  
on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESS: .....

Thus signed at ..... for and on behalf of the **EMPLOYER** on this  
the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESS: .....

**PART C1: AGREEMENT AND CONTRACT DATA****C1.6 JPC STANDARD CONDITIONS OF APPOINTMENT\***

1. **Appointment in Force and Authorised Signatories:** This appointment is considered to have come into force immediately after all the necessary signatures have been appended.
2. **Independent Tenderer(s):** The Tenderer(s) is appointed as an independent Tenderer(s) and no contract of agency and/or employment is created. Save as may be expressly authorised by JPC from time to time in writing, the consultant shall not hold itself out to be the agent of JPC and/or commit JPC to any contract or obligation of whatever nature.
3. **Alterations:** Should circumstances arise which call for modifications of the appointment, these may be made by mutual consent given in writing. Proposals in this respect from one party shall be given due consideration by the other party.
4. **Assignment:** The Tenderer(s) shall not without the prior written consent of JPC, cede or assign any of the benefits and obligations under this appointment.
5. **Sub-Contracts:** Any sub-contracts or modifications or termination thereof relating to the performance of the services by the Tenderer(s) shall be made only with the prior written consent of JPC.
6. **Compliance with Laws, By-laws and Ordinance:** The consultant shall comply strictly with every applicable law, by-law and ordinance including every regulation, code of conduct or other directive to which the Tenderer(s) may be subject in its professional capacity. In this regard, the Tenderer(s)'s particular attention is drawn to the requirements of the Occupational Health and Safety Act (OHSA) and its regulations as well as to the Financial Intelligence Centre Act (FICA).
7. **Insurance:** The consultant shall at its own cost and expense maintain professional indemnity insurance and public liability insurance with an insurer approved of by JPC in an amount and for duration as specified in the letter of appointment to which these general conditions of appointment relate.
8. **Postponement and Termination:** Additional to the reasons for termination provided for in the JBCC Principal Builders Agreement, JPC may give written notice to the Tenderer(s) at any time of its intention to abandon the services, in whole or in part, or to terminate this appointment. The effective termination date of this appointment shall not be less than fourteen (14) days after receipt of such notice, or such other shorter or longer periods as may be agreed between the parties. Upon receipt of such notice, the Tenderer(s) shall take immediate steps to bring the services to a close and to reduce expenditure to a minimum. Upon termination of the appointment the consultant shall deliver to JPC the originals of all documents in the possession of the consultant relating to and/or in connection with the appointment in both hard copy and (insofar applicable) electronic format.
9. **Force Majeure:** The Tenderer(s) shall promptly notify JPC, in writing, of any situation or event arising from circumstances beyond its control and which he could not reasonably foresee, which makes it impossible for the Tenderer(s) to carry out in whole or in part, his obligations under this appointment. Upon the occurrence of such a situation or event, the services shall be deemed to be postponed for a period of time equal to the delay caused by the Force Majeure and a reasonable period not exceeding two weeks.
10. **Claims for Default:** Any claims for damages arising out of default and termination, shall be agreed between JPC and the Tenderer(s), or failing agreement, shall be referred to arbitration in accordance with clause 20.

11. **Rights and Liabilities of Parties:** Termination of this appointment for whatever reason shall not prejudice or affect the accrued rights or claims and liabilities of either party to this appointment.
12. **Confidentiality:** The Tenderer(s) shall maintain all information relating to the appointment in the strictest confidence.
13. **Indemnity:** The Tenderer(s) indemnifies JPC and holds JPC harmless against any loss or damage that may be suffered by JPC (including and without limiting the generality of the foregoing any claim that may be brought or threatened against JPC by any third party) arising from or by reason of the failure by the consultant to comply with its obligation in terms hereof.
14. **Skill, Care and Diligence:** The Tenderer(s) shall exercise all reasonable skill, care and diligence in the performance of the services under the appointment and shall carry out all his responsibilities in accordance with recognised professional standards. If any documentation prepared or submitted by the consultant to JPC is approved by JPC such approval shall not limit the professional liability of the consultant in respect thereof. The Tenderer(s) shall remain professionally liable in respect of such documentation notwithstanding the approval thereof by JPC.
15. **Faithful Advisor:** The Tenderer(s) shall, in all professional matters, act as a faithful advisor to JPC and, in so far as his duties are discretionary, act fairly as between JPC and third parties.
16. **Indirect Payments:** The remuneration of the Tenderer(s) charged to JPC, shall constitute his only remuneration in connection with the appointment and neither he nor his personnel shall accept any trade commission, discount, allowance or indirect payment or other consideration with or in relation to the appointment or to the discharge of his obligations thereunder.
17. **Royalties:** The Tenderer(s) shall not have the benefit, whether directly or indirectly, of any royalty on or of any gratuity or commission in respect of any patented article or process used on or for the purposes of the appointment, unless it is agreed to by JPC in writing that he may.
18. **Ownership of Equipment, Materials, Supplies and Facilities:** Equipment, materials, supplies and facilities furnished to the Tenderer(s) by JPC or purchased by the Tenderer(s) with funds wholly supplied or reimbursed by JPC shall be the property of JPC and shall be so marked. Upon completion or termination of the services under this appointment, the Tenderer(s) shall furnish to JPC, inventories of the equipment and materials referred to above as it then remains and dispose of same as directed by JPC.
19. **Copyright:** All copyright in and to all documents, plans, designs and other material of whatever nature prepared or produced by the Tenderer(s) in the course and scope of its appointment shall be and remain vested in JPC for which purpose the consultant cedes to JPC all such copyright.
20. **Dispute Resolution:**
  - a. Any dispute arising between the Parties in respect of this appointment shall in the first instance be referred in writing to the senior executives of the Parties by either Party for resolution. The senior executives of the Parties shall meet within five (5) business days after receiving the aforesaid written referral and shall use their best endeavours to resolve the dispute within the time foregoing.
  - b. If the senior executives fails to meet within five (5) business days after a dispute has been referred to them or fail to resolve the dispute within the time in paragraph (a) above, then either Party shall be entitled to immediately institute legal proceedings from a competent court.

- c. Notwithstanding anything to the contrary contained in this paragraph 20, any party shall be entitled to approach a competent court for an appropriate relief.

\* In the event that the JPC Standard Conditions of Appointment conflicts with the JBCC Principal Builders Agreement, the JPC Standard Conditions of Appointment will prevail.

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

1. The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Seventh Edition - 2015). Where applicable the:
  - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
  - b) mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
  - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
2. The agreement is based on the JBCC Principal Building Agreement (Edition 6.2 – May 2018), prepared by the Joint Building Contracts Committee, Edition 5.0, July 2007. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
3. Preliminary and general requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
4. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, Bylaws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
5. The drawings listed in the Scope of Works used for the setting up these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.
6. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
7. Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
8. The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities
9. The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Tenderer(s)’s risk.
10. The amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in

the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.

11. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
12. The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
  - a) an amount which is not to be varied, namely Fixed (F)
  - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
  - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the Tenderer(s) is not entitled to in terms of the contract, namely Time Related (T).
13. Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
  - a) 10 percent is Fixed;
  - b) 15 percent if Value Related
  - c) 75 percent is Time Related.
14. The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

**PART C2: PRICING DATA**

**C2.2 Provisional Bill of Quantities**

Item No		Quantity	Rate	Amount	
	<p><b><u>SECTION NO. 1</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>PRELIMINARIES</u></b></p> <p><b><u>NOTES</u></b></p> <p>The JBCC Series 2000 Principal Building Agreement (Edition 5.0 July 2007 code 2101) prepared by the Joint Building Contract Committee shall be the applicable building agreement, amended as hereinafter described</p> <p>The ASAQs Preliminaries (November 2007 edition) published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement shall be deemed to be incorporated in these bills of quantities</p> <p>Contractors are referred to the abovementioned documents for the full intent and meaning of each clause thereof</p> <p>These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the abovementioned documents</p> <p>Where any item is not relevant to this specific contract such item is marked N/A, signifying "not applicable"</p> <p style="text-align: right;"><b>Carried to Collection</b></p> <p>Section No. 1 Bill No. 1 Preliminaries</p>				
			R		

	<p><b><u>PREAMBLES FOR TRADES</u></b></p> <p>The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained</p> <p>Supplementary preambles as well as the Project Specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles</p> <p>The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles</p> <p><b><u>PRICING OF PRELIMINARIES</u></b></p> <p>Should the contractor select Option A in terms of subclause 3.2.1 in the Contract Data - Contractor to Employer (CE) for the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely Fixed (F), Value Related (V) and Time Related (T)</p>				
1	<p><b><u>SECTION A - PRINCIPAL BUILDING AGREEMENT</u></b></p> <p><b><u>Definitions</u></b></p> <p>Clause 1.0 - Definitions and interpretation</p> <p>F:..... V:..... T:.....</p> <p style="text-align: center;"><b>Carried to Collection</b></p> <p>Section No. 1 Bill No. 1 Preliminaries</p>	Item		R	

<b><u>Objective and preparations</u></b>					
2	<p>Clause 2.0 - Offer acceptance and performance obligations</p> <p>F:..... V:..... T:.....</p>	Item			
3	<p>Clause 3.0 - Documents</p> <p>Delete clause 3.3 and replace it with the following clause: The contractor shall waive its lien or right of continuing possession of the works in favour of the employer. The waiver shall be according to the JBCC Waiver of Contractor's Lien form, and shall ensure that any selected or nominated subcontractors or contractor's domestic subcontractors, also waive their lien or right of continuing possession, in favour of the employer and sign the JBCC Waiver of Contractor's Lien form.</p> <p>F:..... V:..... T:.....</p>	Item			
4	<p>Clause 4.0 - Design responsibility</p> <p>F:..... V:..... T:.....</p>	Item			
5	<p>Clause 5.0 - Employer's agents</p> <p>F:..... V:..... T:.....</p>	Item			
<b>Carried to Collection</b>				R	
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6	<p>Clause 6.0 - Contractor's site representative</p> <p>The Contractor shall not make any change to the management of the Works without the Principal Agent's written approval.</p> <p>Should the Principal Agent consider that the Contractor's representative appears to be incompetent, or act in an uncooperative or improper manner, he may instruct that the representative be removed from the Works and be replaced by a competent and cooperative person to the Principal Agent's satisfaction.</p> <p>F:..... V:..... T:.....</p>	Item			
7	<p>Clause 7.0 - Compliance with laws and regulations</p> <p>Without limiting the generality of the provisions of clause 7.0, the contractor's attention is drawn to the provisions of the Construction Regulations, 01 March 2014 issued in terms of the Occupational Health and Safety Act 1993, as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specifications.</p> <p>F:..... V:..... T:.....</p>	Item			
8	<p>Clause 8.0 - Works risk</p> <p>F:..... V:..... T:.....</p>	Item			
9	<p>Clause 9.0 - Indemnities</p> <p>F:..... V:..... T:.....</p>	Item			
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10	Clause 10.0 - General insurances  F:..... V:..... T:.....	Item			
11	Clause 11.0 - Special insurances  F:..... V:..... T:.....	Item			
12	Clause 12.0 - Effecting insurances  F:..... V:..... T:.....	Item			
13	Clause 13.0 - Assignment  F:..... V:..... T:.....	Item			
14	Clause 14.0 - Security  F:..... V:..... T:.....  <b><u>Execution</u></b>	Item			
15	Clause 15.0 - Preparation for and execution of the works  F:..... V:..... T:.....	Item			
16	Clause 16.0 - Site and access  F:..... V:..... T:.....	Item			
<b>Carried to Collection</b>			R		
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17	<p>Clause 17.0 - Contract instructions</p> <p>Only the Principal Agent is empowered to resolve cost aspects of any matter pertaining to the Contract.</p> <p>In addition to the provisions of sub-clause 17.3, contract instructions are to be recorded in triplicate in a contract instruction book, which is to be supplied and maintained on site by the Contractor</p> <p>F:..... V:..... T:.....</p>	Item			
18	<p>Clause 18.0 - Setting out of the works</p> <p>The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments.</p> <p>F:..... V:..... T:.....</p>	Item			
19	<p>Clause 19.0 - Temporary works and plant</p> <p>F:..... V:..... T:.....</p>	Item			
20	<p>Clause 20.0 - Nominated subcontractors</p> <p>In addition to the provisions of sub-clause 20.1.2, the Contractor shall, at any time on being requested to do so by the Principal Agent, furnish a copy of the JBCC Nominated Sub-Contract Agreement to the Employer, within five (5) working days of such request</p> <p>F:..... V:..... T:.....</p>	Item			
21	<p>Clause 21.0 - Selected subcontractors</p> <p>F:..... V:..... T:.....</p>	Item			
<b>Carried to Collection</b>			R		
<p>Section No. 1</p> <p>Bill No. 1</p> <p>Preliminaries</p>					

22	<p>Clause 22.0 - Employer's direct contractors</p> <p>F:..... V:..... T:.....</p>	Item			
23	<p>Clause 23.0 - Contractor's domestic subcontractors</p> <p>In addition to the provisions of sub-clause 23.1, the Contractor shall, at any time on being requested to do so by the Principal Agent, furnish a copy of the Domestic Sub-Contract Agreement to the Employer, within five (5) working days of such request</p> <p>F:..... V:..... T:.....</p> <p><b><u>Completion</u></b></p>	Item			
24	<p>Clause 24.0 - Practical completion</p> <p>F:..... V:..... T:.....</p>	Item			
25	<p>Clause 25.0 - Works completion</p> <p>F:..... V:..... T:.....</p>	Item			
26	<p>Clause 26.0 - Final completion</p> <p>F:..... V:..... T:.....</p>	Item			
27	<p>Clause 27.0 - Latent defects liability period</p> <p>F:..... V:..... T:.....</p>	Item			
28	<p>Clause 28.0 - Sectional completion</p> <p>F:..... V:..... T:.....</p>	Item			
<b>Carried to Collection</b>			R		
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29	<p>Clause 29.0 - Revision of date for practical completion</p> <p>F:..... V:..... T:.....</p>	Item			
30	<p>Clause 30.0 - Penalty for late or non-completion</p> <p>F:..... V:..... T:.....</p> <p><b><u>Payment</u></b></p>	Item			
31	<p>Clause 31.0 - Interim payment</p> <p>Notwithstanding this or any other clause, payment for unfixed materials on Site shall be at the sole discretion of the Principal Agent.</p> <p>Clause 31.4.2 is amended by adding the following: "Materials and goods stored off site shall not be included in the amount authorised for payment."</p> <p>Clause 31.9 is amended to read: "The Employer shall pay to the Contractor the amount certified in an interim payment certificate within thirty (30) calendar days of the date for issue of the payment certificate. Payment shall be subject to the Contractor giving the Employer a tax invoice for the amount due.</p> <p>F:..... V:..... T:.....</p>	Item			
<b>Carried to Collection</b>					R
<p>Section No. 1</p> <p>Bill No. 1</p> <p>Preliminaries</p>					

32	<p>Clause 32.0 - Adjustment to the contract value .</p> <p>Notwithstanding the provisions of clause 32.13 or any other clause all fluctuations in costs shall be for the account of the contractor. See also clause 41.4.6</p> <p>No qualification in respect of fluctuations in cost in respect of labour, plant, materials, preliminaries, etc., will be accepted. All fluctuations in cost - inter alia - of labour, materials, taxes (excluding Value Added Tax) exchange rates, transport charges, plant, overheads, etc., after the closing tenders shall be to the Contractor's account.</p> <p>Rates tendered shall remain fixed irrespective of any fluctuations in the value of the Works, and shall remain so for the duration of the Contract, and also for any extension of the Contract Period granted by the Principal Agent.</p> <p>Where prices are submitted by the contractor or n/s subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the contract and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the final payment certificate, it shall be in writing.</p> <p>F:..... V:..... T:.....</p>				
33	<p>Clause 33.0 - Recovery of expense and loss</p> <p>F:..... V:..... T:.....</p>	Item			
	<p><b>Carried to Collection</b></p> <p>Section No. 1 Bill No. 1 Preliminaries</p>		R		

34	<p>Clause 34.0 - Final account and final payment</p> <p>Clause 34.10 is amended to read: "The Employer shall pay to the Contractor the amount certified for payment in the Final Payment Certificate within thirty (30) calendar days of the date of issue of the Final Payment Certificate, subject to Contractor giving the Employer a Tax Invoice for the amount due".</p> <p>F:..... V:..... T:.....</p>	Item			
35	<p>Clause 35.0 - Payment to other parties</p> <p>F:..... V:..... T:.....</p> <p><b><u>Termination</u></b></p>	Item			
36	<p>Clause 36.0 - Termination by employer - contractor's default</p> <p>F:..... V:..... T:.....</p>	Item			
37	<p>Clause 37.0 - Termination by employer - loss and damage</p> <p>F:..... V:..... T:.....</p>	Item			
38	<p>Clause 38.0 - Termination by contractor - employer's default</p> <p>F:..... V:..... T:.....</p>	Item			
39	<p>Clause 39.0 - Termination - cessation of the works</p> <p>F:..... V:..... T:.....</p>	Item			
<b>Carried to Collection</b>			R		
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45	<p>Clause 2.2 - Provisional bills of quantities</p> <ol style="list-style-type: none"> <li>1. The work set out in these Bills of Quantities is provisional and the quantities and specifications do not purport to represent a final assessment of the work eventually required to be done. The quantities and specifications herein have been set down solely in order to form a basis for the obtaining of competitive tenders.</li> <li>2. The Contractor shall be obliged, on instruction from the Principal Agent to execute such work as the Principal Agent in his sole discretion may consider necessary, whether or not such work is reflected in these Bills of Quantities or the Contract Drawings.</li> <li>3. The value of work executed shall be determined by the Principal Agent by applying, or with reference to, the rates contained in the priced Bills of Quantities. The rates (or rates analogues to them) will be applied irrespective of changes to the scope or nature of the works instructed by the Principal Agent; and no claims for extras, variations, loss of profits; the basis for which is the use of any alternate method of pricing; will be entertained.</li> <li>4. Provisional Sum Amounts, or Prime Cost Amounts may be replaced, reduced or omitted at the sole discretion of the Principal Agent, and no claim for loss of discount, profit, attendance mark-up percentage will be entertained.</li> </ol> <p>F:..... V:..... T:.....</p> <p style="text-align: center;"><b>Carried to Collection</b></p> <p>Section No. 1 Bill No. 1 Preliminaries</p>	Item			
				R	

46	<p>Clause 2.3 - Availability of construction documentation</p> <p>The Tenderer shall together with his programme, submit the lead in periods for each area of sub-contract or independent activity. The Principal Agent shall, in his sole discretion determine the dates by which documentation should be prepared in order to meet the agreed construction programme.</p> <p>F:..... V:..... T:.....</p> <p><b><u>Previous work and adjoining properties</u></b></p>	Item			
47	<p>Clause 3.1 - Previous work - dimensional accuracy</p> <p>F:..... V:..... T:.....</p>	Item			
48	<p>Clause 3.2 - Previous work - defects</p> <p>F:..... V:..... T:.....</p>	Item			
49	<p>Clause 3.3 - Inspection of adjoining properties</p> <p>F:..... V:..... T:.....</p> <p><b><u>Samples, shop drawings and manufacturer's instructions</u></b></p>	Item			
50	<p>Clause 4.1 - Samples of materials</p> <p>F:..... V:..... T:.....</p>	Item			
<b>Carried to Collection</b>					
Section No. 1 Bill No. 1 Preliminaries					

51	<p>Clause 4.2 - Workmanship samples</p> <p>The Principal Agent may instruct the Contractor to prepare certain samples or "mock-ups" of works to be executed. Once the workmanship and materials in such a sample is approved by the Principal Agent, he shall be entitled to reject any workmanship that does not correspond with the approved simple.</p> <p>The Contractor shall submit the samples or prepare the Mock-ups within a reasonable time of the request, and allow sufficient time for their consideration.</p> <p>F:..... V:..... T:.....</p>	Item			
52	<p>Clause 4.3 - Shop drawings</p> <p>F:..... V:..... T:.....</p>	Item			
53	<p>Clause 4.4 - Compliance with manufacturer's instructions</p> <p>F:..... V:..... T:.....</p> <p><b><u>Deposits and fees</u></b></p>	Item			
54	<p>Clause 5.1 - Deposits and fees</p> <p>F:..... V:..... T:.....</p> <p><b><u>Temporary services</u></b></p>	Item			
55	<p>Clause 6.1 - Water</p> <p>F:..... V:..... T:.....</p>	Item			
56	<p>Clause 6.2 - Electricity</p> <p>F:..... V:..... T:.....</p>	Item			
<b>Carried to Collection</b>			R		
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57	Clause 6.3 - Telecommunication facilities  F:..... V:..... T:.....	Item			
58	Clause 6.4 - Ablution facilities  F:..... V:..... T:.....  <b><u>Prime cost amounts</u></b>	Item			
59	Clause 7.1 - Responsibility for prime cost amounts  F:..... V:..... T:.....  <b><u>Special attendance on n/s subcontractors</u></b>	Item			
60	Clause 8.1 - Special attendance  F:..... V:..... T:.....  <b><u>General</u></b>	Item			
61	Clause 9.1 - Protection of the works  F:..... V:..... T:.....	Item			
62	Clause 9.2 - Protection/isolation of existing/sectionally occupied works  F:..... V:..... T:.....	Item			
63	Clause 9.3 - Security of the works  F:..... V:..... T:.....	Item			
64	Clause 9.4 - Notice before covering work  F:..... V:..... T:.....	Item			
<b>Carried to Collection</b>			R		
Section No. 1 Bill No. 1 Preliminaries					

65	<p>Clause 9.5 - Disturbance</p> <p>F:..... V:..... T:.....</p>	Item			
66	<p>Clause 9.6 - Environmental disturbance</p> <p>F:..... V:..... T:.....</p>	Item			
67	<p>Clause 9.7 - Works cleaning and clearing</p> <p>No claims for additional carting away of, or clearing of rubble of any description will be entertained. The Tenderer is to allow herein for all necessary cleaning; including a provision for cleaning waste not removed by sub-contractors.</p> <p>F:..... V:..... T:.....</p>	Item			
68	<p>Clause 9.8 - Vermin</p> <p>F:..... V:..... T:.....</p>	Item			
69	<p>Clause 9.9 - Overhand work</p> <p>F:..... V:..... T:.....</p>	Item			
<p><b><u>Schedule of variables</u></b></p> <p>Information necessary for elections and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this specific contract</p> <p>10.1 - Provisional bills of quantities [clause 2.2] The quantities are provisional</p> <p style="text-align: right;">Yes</p>					
<p><b>Carried to Collection</b></p>				R	
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10.2 - Availability of construction documentation [clause 2.3] Construction documentation is complete	No			
10.3 - Previous work - dimensional accuracy [clause 3.1]				
10.4 - Previous work - defects [clause 3.2]				
10.5 - Inspection of adjoining properties [clause 3.3]				
10.6 - Water [clause 7.2]				
Option A (by contractor)	Yes			
Option B (by employer - free of charge)	No			
Option C (by employer - metered)	No			
10.7 - Electricity [clause 7.3]				
Option A (by contractor)	Yes			
Option B (by employer - free of charge)	No			
Option C (by employer - metered)	No			
10.8 - Telecommunications [clause 7.4]				
Telephone	Yes			
Facsimile	Yes			
E-mail	Yes			
10.9 - Ablution facilities [clause 7.5]				
Option A (by contractor)	Yes			
Option B (by employer)	No			
<b>Carried to Collection</b>				
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	<p>10.10 - Protection of the works [clause 9.1]</p> <p>10.11 - Protection/isolation of existing/sectionally occupied works [clause 9.2] Protection/isolation is required Yes</p> <p>10.12 - Disturbance [clause 9.5]</p> <p>10.13 - Environmental disturbance [clause 9.6]</p> <p><b>Carried to Collection</b></p> <p>Section No. 1 Bill No. 1 Preliminaries</p>				
			R		

<b><u>SECTION C - SPECIFIC PRELIMINARIES</u></b>				
70	<p>Site instructions</p> <p>Instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the contractor</p> <p>F:..... V:..... T:.....</p>	Item		
71	<p>Warranties for material and workmanship</p> <p>Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract. The warranty shall state that workmanship, materials and installation are warranted for a specified period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice to do so. The warranty will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor</p> <p>F:..... V:..... T:.....</p>	Item		
<b>Carried to Collection</b>			R	
Section No. 1 Bill No. 1 Preliminaries				

72	<p>Co-operation of contractor for cost management</p> <p>It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The principal agent undertakes to make available to the contractor all budgetary allowances and cost assessments/reports to enable the proper procedure to be implemented and the contractor shall attend all cost plan review and cost management meetings. The contractor undertakes to extend these procedures, as necessary, to all subcontractors</p> <p>F:..... V:..... T:.....</p>	Item			
73	<p>Testing of windows for watertightness</p> <p>Each window shall be tested for watertightness with water sprayed on using adequate pressure. If in the opinion of the principal agent, the pressure proves to be inadequate, then the pressure shall be boosted by means of compressed air or other approved means</p> <p>F:..... V:..... T:.....</p>	Item			
74	<p>Testing of flat roof waterproofing for watertightness</p> <p>Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the principal agent, flooded with water and kept "ponded" for at least 36 hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing</p> <p>F:..... V:..... T:.....</p>	Item			
<b>Carried to Collection</b>			R		
<p>Section No. 1</p> <p>Bill No. 1</p> <p>Preliminaries</p>					

75	<p>Non-Cession of Monies</p> <p>The Contractor shall not cede or assign his right or claims to any monies due to or to become due under this Contract.</p> <p>F:..... V:..... T:.....</p>	Item			
76	<p>Proprietary Branded Products</p> <p>The contractor shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturer's instructions after construction with the manufacturer's authorised representative.</p> <p>F:..... V:..... T:.....</p>	Item			
77	<p>Overtime</p> <p>Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the Principal Agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the Employer.</p> <p>F:..... V:..... T:.....</p>	Item			
78	<p>Drawings on Site</p> <p>The Contractor shall maintain on Site at all times, a complete set of the latest revisions of the working drawings issued by the Architect, the Engineer, and the Electrical Consultant.</p> <p>F:..... V:..... T:.....</p>	Item			
<b>Carried to Collection</b>			R		
<p>Section No. 1</p> <p>Bill No. 1</p> <p>Preliminaries</p>					

79	<p>Labour Record</p> <p>At the end of each week the contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day.</p> <p>F:..... V:..... T:.....</p>	Item			
80	<p>Scaffolding</p> <p>No scaffolding is measured as these Bills of Quantities are based on the sixth edition of the Standard System for Measuring Building Work. However, the Tenderer is advised to study the drawings as scaffolding shall be required in certain areas for use by himself and selected/nominated subcontractors and the contractor must establish or otherwise required by him or selected/nominated subcontractor including taking down and re-erecting as may be necessary and no claims whatsoever will be entertained.</p> <p>F:..... V:..... T:.....</p>	Item			
81	<p>Plant Record</p> <p>At the end of each week the contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.</p> <p>F:..... V:..... T:.....</p>	Item			
82	<p>Daywork</p> <p>Where in the opinion of the Principal Agent any extra work cannot properly be measured or valued, the Contractor will be allowed daywork prices therefore calculated upon the costs defined hereunder together with the stated percentages. The total thus arrived at shall be the total amount recoverable by the Contractor for performing such</p>				
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Preliminaries					

	<p>work.</p> <ol style="list-style-type: none"> <li>1. The costs to the Contractor or sub-contractor of materials, being the net cost (at current market prices) actually paid for such materials after the deduction of cash discounts or if materials are supplied from the Contractor's or sub-contractor's stock then the cost of such materials shall be based upon the current market price plus the cost of delivery to Site; to which net cost 7,5% thereof shall be added.</li> <li>2. The cost of labour to the Contractor or sub-contractor, being all items of direct cost of labour actually remunerated to the workmen concerned which shall include the cost of all allowances in terms of the industrial Conciliation Act (where applicable) or any other wage determination applying in the area where the daywork is executed: to which labour cost 7,5% shall be added.</li> </ol> <p>Hourly base rates for labour shall be the current market rates for labour based upon standard working hours and shall be applied in respect of the time spent by workers directly engaged on the particular day works including any operators mechanical plant and transport and erecting and dismantling other plant. If a claim is made that individual workmen have been paid wages and allowances in excess of the minimum legalised rates, then proof must be furnished that such workmen had been so paid prior to the commencement of the daywork referred to.</p> <ol style="list-style-type: none"> <li>3. The rate for mechanical plant shall be commercial hire rates current at the time of executing the daywork and shall include fuel and insurance costs.</li> </ol> <p>The above percentages shall cover head office charges; Site staff including Site supervision; third party and Contractors workmen compensation and unemployment insurance fund contributions; use, repair and sharpening of non-mechanical hand tools; use of erected scaffolding, staging, trestles and the like; use of tarpaulins, protective clothing, artificial lighting, safety and welfare facilities,</p> <p style="text-align: center;"><b>Carried to Collection</b></p> <p>Section No. 1 Bill No. 1 Preliminaries</p>			
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	<p>storage and the like as may be available on the Site; and profit.</p> <p>Supporting vouchers reflecting the time spent and materials used in each week shall be delivered for verification to the Principal Agent not later than twenty calendar days after the end of the week concerned. Should the Contractor fail to submit the vouchers within this time, the Principal Agent shall determine a fair price for the work.</p> <p>F:..... V:..... T:.....</p>				
83	<p>Unauthorised Persons/Workmen on Premises</p> <p>The Contractor shall at all times strictly exclude all unauthorized persons from the site and shall set up notice boards to that effect.</p> <p>F:..... V:..... T:.....</p>	Item			
84	<p>Guarantees and Maintenance Instructions/Manuals</p> <p>The Contractor shall obtain and hand over to the Architect on Practical Completion, all relevant guarantees, any operating and maintenance manuals, data or instructions required by the Architect or provided by the Manufacturers, Suppliers, or Sub-contractors.</p> <p>The Contractor shall ensure that all warranties and guarantees received are fully ceded to the Employer on Final Completion, failing which the release of the Construction Guarantee will be withheld until this is satisfactorily completed.</p> <p>F:..... V:..... T:.....</p>	Item			
<b>Carried to Collection</b>				R	
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85	<p><b>Shop Drawings</b></p> <p>The term 'Shop Drawings' shall mean drawings, layout drawings, illustrations, schedules, performance charts, brochures, operating manuals, other data which are prepared by the Contractor or Sub-contractor, Manufacturer, Supplier or Distributor and which illustrate some portion of the work.</p> <p>The Contractor shall ensure that all shop drawings required for the work in terms of this Contract, all selected/nominated Sub-contracts and/or Architect's instructions, are prepared and submitted timeously in accordance with the following procedure:</p> <p>(a) Three prints of shop drawings of all fabricated work, working or setting out drawings, shop details and schedules shall be submitted to the Architect for approval. Such work shall not be carried out until such approval has been given.</p> <p>(b) Shop drawings shall be submitted to the Architect for approval at least two weeks prior to the date on which such approval is required in order to comply with the Contract Programme.</p> <p>(c) All submissions shall be prepared in accordance with the Contract Drawings specifications and/or any Architect's instructions and any deviation shall be specifically highlighted in writing, with a detailed explanation of the reason for such deviation, together with any cost and/or time implication.</p> <p>Delays in approval of shop drawings due to non-compliance with drawings, specifications and/or Architect's instructions shall not constitute grounds for any claims for delays.</p> <p>F:..... V:..... T:.....</p> <p style="text-align: center;"><b>Carried to Collection</b></p> <p>Section No. 1 Bill No. 1 Preliminaries</p>	Item		
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86	<p>Location of Temporary Buildings and Temporary Services</p> <p>The Contractor shall provide all necessary temporary works, including temporary roads, tracks, crossings, hardstanding, and services, etc., required for his own Sub-contractors use during the construction and maintenance period.</p> <p>There is no guarantee given or implied that site conditions will be such that the Contractor will be able to erect such offices, stores and temporary accommodation within the site boundaries and it shall be the Contractors responsibility to adopt whatever measures he deems necessary in this regard and to obtain all necessary permission and pay all costs in connection therewith.</p> <p>F:..... V:..... T:.....</p>	Item			
87	<p>Removal and Making Good of Temporary Works, etc. on Completion</p> <p>The Contractor shall remove all temporary works, roads, services and the like used for this contract and shall make good to the entire satisfaction of the Architect any damages resulting therefrom.</p> <p>F:..... V:..... T:.....</p>	Item			
88	<p>Indemnities</p> <p>Indemnities shall be sought by the Architect from all Contractors and Sub-contractors undertaking any design responsibility.</p> <p>F:..... V:..... T:.....</p>	Item			
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89	<p>Cost of Claims</p> <p>Costs incurred by the Contractor in the preparation of claims accepted by the Principal Agent shall be borne by the Contractor.</p> <p>F:..... V:..... T:.....</p>	Item			
90	<p>Overloading</p> <p>The Contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works. The Contractor shall submit details of his proposed loading, storage, plant, erection, etc., to the Architect for their approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the Engineer's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the Contractor at his sole expense.</p> <p>F:..... V:..... T:.....</p>	Item			
91	<p>Commodities to be New</p> <p>All commodities, goods, articles or materials throughout the building are to be new except where re-use of existing is specified and are to be handled, stored, used and/or fixed with care to ensure that they are in perfect condition when incorporated into the works and thereafter properly protected so as to ensure that they are likewise in perfect condition when handed over at completion of the works.</p> <p>F:..... V:..... T:.....</p>	Item			
<p>Section No. 1 Bill No. 1 Preliminaries</p>		Carried to Collection		R	

92	<p>Media Release</p> <p>All rights of publication of articles in the media, together with any advertising relating to, or in any way connected with this project shall vest in the Employer.</p> <p>The Contractor, together with his Sub-contractors shall not, without the written consent of the Employer, cause any statement or advertisement to be printed, screened or aired by the media.</p> <p>F:..... V:..... T:.....</p>				
93	<p>Environmental Management Plan</p> <p>The contractor shall take all necessary measures to comply with the Environmental Management Plan (EMP) and make adequate provision to accommodate the requirements of the EMP.</p> <p>F:..... V:..... T:.....</p>	Item			
	<p><b>Carried to Collection</b></p> <p>Section No. 1 Bill No. 1 Preliminaries</p>		R		

94	<p>Health and safety</p> <p>Without limiting the generality of the provisions of clause 2.0, the <b>contractor's</b> attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended as well as all current legislation related to compliance with Covid-19 health and safety requirements. It is specifically stated that the <b>employer</b> shall prepare a documented health and safety specification for the <b>works</b> and that the <b>employer</b> shall ensure that the <b>contractor</b> has made provision for the cost of health and safety measures including specific legislated Covid-19 compliance measures during the execution of the <b>works</b>. The <b>contractor</b> shall price opposite this item for compliance with the act and the regulations, specifically including legislated Covid-19 compliance measures and the reasonable provisions of the aforementioned health and safety specification [2.1]</p> <p>The <b>contractor</b> shall:</p> <ol style="list-style-type: none"> <li>1. Comply with the health and safety specification including legislated Covid-19 compliance measures for the <b>works</b></li> <li>2. Prepare and agree with the health and safety consultant the health and safety plan for the <b>works</b></li> <li>3. Cooperate with the health and safety consultant in all respects</li> <li>4. Manage the compliance of all subcontractors with the regulations including legislated Covid-19 compliance measures and with the health and safety plan and specification</li> <li>5. Conform to the conditions contained in the <b>employer's</b> health and safety specification</li> </ol> <p>F:..... V:..... T:.....</p> <p style="text-align: right;"><b>Carried to Collection</b></p> <p>Section No. 1 Bill No. 1 Preliminaries</p>	Item			
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95	<p>Transformation and Empowerment Requirements</p> <p>The contractor shall take all necessary measures to comply with the document titled: Empowerment Breakdown of 15 point, compiled by Joburg Property Company, and make adequate provision to accommodate the requirements relating to job creation, job intensity, training and development, local SMME utilisation, local material utilisation, enterprise development, etc. as detailed in the above document</p> <p>F:..... V:..... T:.....</p> <p><b><u>SUMMARY OF CATEGORIES</u></b></p> <p>Category : Fixed .....</p> <p>Category : Value .....</p> <p>Category : Time .....</p> <p><b>Carried to Collection</b></p> <p>Section No. 1 Bill No. 1 Preliminaries</p>	Item			
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Section No. 1			
Bill No. 1			
Preliminaries			
<b><u>COLLECTION</u></b>			
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Total Brought Forward from Page No.	93		
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Item No		Quantity	Rate	Amount
	<p><b><u>SECTION NO. 2</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>ALTERATIONS</u></b></p> <p><b><u>The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition)</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Site inspection</u></b></p> <p>The Tenderer is advised to visit the site, inspect the existing premises and acquaint himself thoroughly with the nature of the work specified.</p> <p><b><u>Materials</u></b></p> <p>Old materials from alterations, except where described to be re-used or handed over, become the property of the contractor.</p> <p>Old materials from the alterations, except where described to be re-used or handed over, as well as all rubbish, etc., must be regularly carted from the site and not be allowed to accumulate on or around the site.</p> <p><b><u>General</u></b></p> <p>Allow for watering the works sufficiently to prevent nuisance from dust.</p> <p>All alteration works described hereunder shall imply the use of an approved screed or plaster repairing compound and preparing existing surfaces to receive new.</p> <p>Provide all necessary additional barricades, screens, overhead protections, etc., required to ensure the safety of persons, property, etc., and remove at completion.</p> <p style="text-align: right;"><b>Carried to Collection</b></p> <p>Section No. 2 Bill No. 1 Alterations</p>			
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	<p>All work is to take place on the roof of an existing, fully functional office. The contractor shall take utmost care to minimise disruption.</p> <p>All work is to take place on and around an existing functional waterproofing system. Tenderers are advised that all work is to be carefully undertaken, so as not to damage the existing system.</p> <p>Quantities do not allow for working space. Tenderers are advised to visit site and study the scope of works to establish the extent of working space required, and include such in their rates.</p> <p>No scaffolding is measured as these Bills of Quantities are based on the sixth edition of the Standard System for Measuring Building Work. However, the Tenderer is advised to study the site conditions and allow for such scaffolding in the rates or preliminaries and general items as scaffolding will be required to access the area of works. Contractors will not be permitted to make use of any of the existing staircases or lift to transport materials, rubble, etc. up or down the building.</p>				
	<p><b><u>REMOVAL OF EXISTING WORK</u></b></p> <p><b><u>Hack up/off and remove granolithic, screeds, plaster, etc. from concrete or brickwork and prepare surfaces for new screeds, plaster, etc.:</u></b></p> <p>1 Bituminous waterproofing membrane to slabs and beams including removal of all flashing strips, etc. m2</p> <p style="text-align: right;">4,121</p> <p style="text-align: center;"><b>Carried to Collection</b></p> <p>Section No. 2 Bill No. 1 Alterations</p>			<p>R</p>	

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Item No		Quantity	Rate	Amount	
	<p><b><u>SECTION NO. 2</u></b></p> <p><b><u>BILL NO. 2</u></b></p> <p><b><u>WATERPROOFING</u></b></p> <p><b><u>The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition)</u></b></p> <p><b><u>Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee.</u></b></p> <p><b><u>Waterproofing to roofs shall be laid to even falls to outlets etc. with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs.</u></b></p>				
	<p><b><u>WATERPROOFING TO FLAT ROOFS</u></b></p> <p>The Contractor shall allow in his rates for testing the waterproofing for water tightness by ponding the waterproofed surfaces for a period of at least 48 hours before application of a protective layer.</p>				
	<p><b>Carried to Collection</b></p>		R		
	<p>Section No. 2</p> <p>Bill No. 2</p> <p>Waterproofing</p>				

	<p><b><u>5mm Thick "Derbigum SP5", or equal approved, waterproofing membrane, with 75mm side laps and 100mm end laps fully bonded, sealed to primed surface to falls and crossfalls by 'torch-fusion', followed by a layer of "Bidim" or equal approved, geotextile with 50mm laps, spot-bonded to waterproofing with bitumen flashing compound as isolation/protection layer to receive premix asphalt (elsewhere specified), inclusive of additional membrane dressing around fullbores, pipes, etc. including preparation, bituminous primer, etc. to receive paint (paint elsewhere), and guaranteed to remain watertight for a period of ten years, installed in strict accordance with the manufacturers instructions:</u></b></p>				
1	On flat roof slabs, beams, sides of parapets, tops and sides of mechanical equipment including dressing into outlets, turn-ups, protrusions, etc.	m2	4,121		
2	Flashing strip 150mm at turn-ups including sealing top edge	m	511		
3	Fullbore outlets.	No	12		
	<p><b><u>Prepare surfaces and apply 1.5mm thick "Pro-Struct 617NS Epoxy Adhesive", or equal approved, 250mm wide "2mm Vandex Flextape", or equal approved, and 1mm thick "Pro-Struct 617NS Epoxy Adhesive", or equal approved, in strict accordance with the manufacturer's instructions on:</u></b></p>				
4	Expansion joints.	m	112		
	<p><b><u>PROTECTIVE ROOFING PAINT</u></b></p> <p><b><u>Two coats protective aluminium paint</u></b></p>				
5	On waterproofing to roofs	m2	4,121		
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Section No. 2					
Bill No. 2					
Waterproofing					

Section No. 2  Bill No. 2  Waterproofing  <u>COLLECTION</u>  Total Brought Forward from Page No.	Page No  129  130			Amount	
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Section No. 2 Bill No. 2 Waterproofing					

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Bill No	SECTION SUMMARY - Building Work	Page No	Amount	
1	Alterations	128		
2	Waterproofing	131		
3	Plastering	132		
	Carried to Final Summary		R	
	Section No. 2			

Item No		Quantity	Rate	Amount
	<p><b><u>SECTION NO. 3</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>GENERAL SITEWORKS</u></b></p> <p><b><u>The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (1999 Edition) and to the Supplementary Preambles which are incorporated in these Bills of Quantities.</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Carting away of excavated material</u></b></p> <p>Descriptions of carting away of excavated material shall be deemed to include for bulking and loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site.</p> <p><b><u>Subterranean water</u></b></p> <p>No information regarding subterranean water is available. The tenderer must acquaint himself with the presence and depth of subterranean water and allow thereof in his prices.</p>			
1	<p><b><u>DEMOLITIONS, ETC.</u></b></p> <p>Hack up and remove existing average 80mm thick asphalt including carting away all material to a dumping site to be located by the contractor.</p> <p>m2</p>	4,121		
	<p><b>Carried Forward to Summary of Section No. 3</b></p> <p>Section No. 3 Bill No. 1 General Siteworks</p>		R	

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	<p>Section No. 3</p> <p>Bill No. 2</p> <p>Paving, Kerbs, etc.</p> <p><b><u>COLLECTION</u></b></p> <p>Total Brought Forward from Page No.</p>	<p><b>Page No</b></p> <p>135</p> <p>136</p>		<p><b>Amount</b></p>	
	<p><b>Carried Forward to Summary of Section No. 3</b></p> <p>Section No. 3</p> <p>Bill No. 2</p> <p>Paving, Kerbs, etc.</p>		<p>R</p>		

Bill No	SECTION SUMMARY - Civil Work	Page No	Amount	
1	General Siteworks	134		
2	Paving, Kerbs, etc.	137		
	Carried to Final Summary		R	
	Section No. 3			

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Section No	<b><u>FINAL SUMMARY</u></b>	Page No		Amount	
1	Preliminaries & General	125			
2	Building Work	133			
3	Civil Work	138			
4	Provisional Sums	141			
	Sub-Total			R	
	ADD VAT @ 15%			R	
	Total			R	
	<b>Carried to Form of Tender</b>			R	

**PART C3: SCOPE OF WORK**

- 1.1 Description of the Works
  - 1.1.1 Employer's objectives and Overview of the works
  - 1.1.2 Location of the works
  - 1.1.3 Temporary works
- 1.2 Engineering
  - 1.2.1 Design services and activity matrix
  - 1.2.2 Employer's design
  - 1.2.3 Drawings
- 1.3 Procurement
  - 1.3.1 Requirements
  - 1.3.2 Subcontracting
- 1.4 Construction
  - 1.4.1 Works specifications
  - 1.4.2 Plant and Materials
  - 1.4.3 Construction Equipment
  - 1.4.4 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
  - 1.5.2 Health and safety
    - 1.5.2.1 Specification for Occupation Health and Safety in Construction Works Contracts
- 1.6 Environmental Management Plan
  - 1.6.1 Annexure A – To be issued at the Site Briefing Session

## PART C3: SCOPE OF WORK

### 1.1 Description of the Works

#### 1.1.1 Employer's Objectives and Overview of the works

This tender is for METRO MALL BLOCK B – WATERPROOFING situated at Gwigwi Mrwebi Street, Newtown, Johannesburg, 2113.

This **work** will be completed in one phase and comprises briefly of the following:

- Removal of asphalt and waterproofing from existing concrete roof slab
- New layer of waterproofing, including waterproofing of joints
- New screed
- New asphalt surface

The overall construction area is approximately 4,121m<sup>2</sup>.

A 6 week public participation process will commence after appointment of successful **Tenderer**.

Possession of the **site** is to be given thereafter.

The project is **intended** to be completed within 5 calendar months.

#### 1.1.2 Location of the Works

Metro Mall Block B roof level, Gwigwi Mrwebi Street, Newtown, Johannesburg, 2113.

#### 1.1.3 Temporary Works

The Tenderer(s) 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.

### 1.2 Engineering

#### 1.2.1 Design Services & Activity Matrix

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

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

### 1.2.2 Employers Design

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

### 1.2.3 Drawings

Detailed construction drawings will be issued to the Tenderer(s) at site handover and revisions thereto during the construction stage of the project.

The following drawings are applicable to the contract:

Architectural	Drawing No	Drawing name
Structural	Drawing No	Drawing name
Civil	Drawing No	Drawing name

## 1.3 Empowerment and Transformation

### 1.3.1 Requirements

Refer to Annexure B – JPC MBD 13: PROPOSED EMPOWERMENT PLAN

## **1.4 Construction**

### **1.4.1 Works specifications**

Applicable national and international standards: SANS 1200.

### **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 Tenderer(s) 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 Tenderer(s) 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 Site Establishment**

Services and Facilities Provided by The Employer: Nil

Facilities Provided by the Tenderer(s): The Tenderer(s) is to provide facilities, necessary to complete the project as specified.

Storage and Laboratory Facilities: The Tenderer(s) is to provide facilities, necessary to complete the project as specified.

Other Facilities and Services: The Tenderer(s) is to provide facilities, necessary to complete the project as specified.

Vehicles and Equipment: The Tenderer(s) is to provide vehicles and equipment necessary to complete the project as specified.

Advertising Rights: The Tenderer(s) 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 Tenderer(s) must place a contract notice board outside his site camp as specified by the employer.

The Tenderer(s) must provide meeting facilities for the Employer and the Employers representatives, to conduct site meetings.

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

### **1.4.6 Permits and wayleaves**

Wayleaves shall be supplied by the Tenderer(s). The Tenderer(s) are to comply with the terms and conditions of the wayleaves as supplied by the various service provider departments.

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

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

#### 1.4.8 Inspection of Adjoining Properties

Tenderer(s) are to ensure that adequate inspections of adjoining properties are carried out (and records are kept thereof) to ensure that any claims received from adjoining properties due to damage can be dealt with decisively. The settlement of any claims in this regard shall be for the contactors account and the tenderer(s) is/are to ensure that he has the necessary 3<sup>rd</sup> party insurances in place as specified in this document.

#### 1.4.9 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.

### 1.5 Management

#### 1.5.1 Management of the Works

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

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

Should the Tenderer(s) fail to follow this instruction, then the Principal Agent will be entitled to place the Tenderer(s) on notice to rectify the situation in terms of the contract.

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

### 1 Scope

This health and safety specification establishes the overarching framework within which a Tenderer(s) 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 Tenderer(s) to satisfy the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2003.
  - 2) The Construction Regulations, 2003, require an employer to stop any Tenderer(s) from executing construction work which is not in accordance with the Tenderer(s) health and safety plan for the site or which poses a threat to the health and safety of persons.

### 2 Definitions

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

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

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

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

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

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

**health and safety plan:** a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

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

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

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

**reasonably practicable:** practicable having regard to:

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

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

**safe:** free from any hazard

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

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

**structure:**

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

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

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

### 3 Interpretation

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

### 4 Requirements

#### 4.1 General requirement

- 4.1.1 The Tenderer(s) 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 Tenderer(s) 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 Tenderer(s) 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 Tenderer(s) 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 Tenderer(s) 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 Tenderer(s) 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 Tenderer(s) shall provide suitable on-site signage to alert workers and visitors to health and safety requirements.

4.1.8 The Tenderer(s) 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 Tenderer(s) 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 Tenderer(s) relating to that employee's health or safety on the site;
- e) make representations to the Tenderer(s) on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;
- g) inspect the site with a view to the health and safety of employees, at regular intervals;
- h) participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and

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

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

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

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

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

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

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

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

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

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

4.4.2 The Tenderer(s) 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 Tenderer(s) 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 Tenderer(s) 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
- f) 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 Tenderer(s) shall ensure that it is indicated in the fall protection plan that:

the roof work has been properly planned;

the roof erectors are competent to carry out the work;

no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;

prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;

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

suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and

there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

4.4.6 The Tenderer(s) shall ensure that:

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

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

#### 4.5 Health and safety plans

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

The health and safety plan shall as a minimum provide:

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

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

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

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

4.5.3 The Tenderer(s) 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.

4.5.4 The Tenderer(s) 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.

4.5.5 The Tenderer(s) 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 Tenderer(s) shall update the health and safety plan whenever changes to the works are brought about.

#### 4.6 Sub-Tenderer(s)

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

- a) shall co-operate with the Tenderer(s) as far as is necessary to enable both the Tenderer(s) and Sub-Tenderer(s) to comply with the provisions of the Act; and
- b) as far as is reasonably practicable, promptly provide the Tenderer(s) 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 Tenderer(s) shall provide any Sub-Tenderer(s) 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 Tenderer(s) shall take reasonable steps as are necessary to ensure:

- a) co-operation between all Sub-Tenderer(s) to enable each of those Sub-Tenderer(s) to comply with the requirements of the Act and associated regulations; and
- b) that each sub-Tenderer(s)'s health and safety plan is implemented.

4.6.4 The Tenderer(s) shall conduct periodic audits for compliance with the approved health and safety plan of each and every Sub-Tenderer(s) working on the site at intervals agreed upon with such Tenderer(s), but at least once per month.

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

4.6.6 The Tenderer(s) shall ensure that where changes to the works occur, sufficient health and safety information and appropriate resources are made available to the Sub-Tenderer(s) to execute the work safely.

4.6.7 The Tenderer(s) shall ensure that:

- a) every Sub-Tenderer(s) is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;
- b) potential sub-Tenderer(s) submitting tenders have made provision for the cost of health and safety measures during the construction process; and

- c) every Sub-Tenderer(s) 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 Tenderer(s) shall receive, discuss and approve health and safety plans submitted by Sub-Tenderer(s).

4.6.9 The Tenderer(s) shall ensure that all Sub-Tenderer(s) 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 Tenderer(s) shall reasonably satisfy himself that all employees of Sub-Tenderer(s) 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 Tenderer(s) shall satisfy himself and ensure that all Sub-Tenderer(s) 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 Tenderer(s) 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 Tenderer(s) shall notify the Provincial Director of Labour in writing using a form similar to that contained in Annexure A of the Construction Regulations issued in terms of the Act before construction work commences and retain a copy of such notification in the health and safety file where such work:

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

involves the use of explosives to perform construction work;

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

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

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

##### 4.8.2 Health and safety file

4.8.2.1 The Tenderer(s) shall maintain on site a health and safety file on site which contains copies of the following, as relevant:

- a) the notification made to the Provincial Director of Labour in terms of 4.4.1;
- b) the letters of appointment of health and safety representatives;
- c) the minutes of all health and safety meetings;
- d) a comprehensive and updated list of all the Sub-Tenderer(s) (nominated, selected or domestic) employed on site by the Tenderer(s), indicating the type of work being performed by such sub-Tenderer(s);
- e) a copy of each and every subcontract agreement;.
- f) the Tenderer(s)'s health and safety plan;
- g) the health and safety plans of all the Tenderer(s)'s Sub-Tenderer(s) who are required to provide such plans;
- h) the recommendations made to the Tenderer(s) 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 Tenderer(s)'s or a Sub-Tenderer(s)'s health and safety plan;
- k) proof that the Tenderer(s) and every Sub-Tenderer(s) is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- l) the inputs of the safety officer, if any, into the health and safety plan;
- m) a copy of risk assessments made by competent persons;
- n) details of induction training conducted whenever it is conducted;
- o) proof of all Sub-Tenderer(s)'s induction training whenever it is conducted;
- p) letters of appointments for competent persons to supervise prescribed activities;
- q) proof of the following where suspended platforms are used:
  - i) a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
  - ii) proof of competency of erectors;
  - iii) proof of compliance of operational design calculations with requirements of the system design certificate;

- iv) proof of performance test results;
- v) sketches indicating the completed system with the operational loading capacity of the platform;
- vi) procedures for and records of inspections having been carried out;
- vii) procedures for and records of maintenance work having been carried out;
- viii) proof that the prescribed documentation has been forwarded to the provincial director;
- r) records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork; and
- s) the names of the first aiders on site and copies of the first aid certificates of competency.

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

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

**PART C4: SITE INFORMATION**

## **Annexure A**

### **Environmental Management Plan**

## **Annexure B**

### **JPC MBD:13 Proposed Empowerment Plan**

**JPC MBD: 13 PROPOSED EMPOWERMENT PLAN**

**The City of Johannesburg (COJ)** is and will remain deliberate about transformation and its economic empowerment goals and is committed to empowerment agenda as an integral part to nation building.

The successful bidder will be required to champion the entrenchment of true economic transformation and empowerment in its spheres of influence. The successful bidder will be required to go beyond redressing historical imbalances and towards intrinsic true value that will result in active deliberate facilitation of sustainable and meaningful participation of Black people in the mainstream of the economy through its assets, investments and projects.

The bidder is required to commit to the achievement of the following specific targets by completing the table below. The commitments made in this MBD will be measured against the targets and used in the evaluation of the functional compliance evaluation.

The commitments made in this table will form part of the contractual obligations of the successful bidder

**EMPOWERMENT TARGETS**

DESCRIPTION	TARGET	Bidders Commitment in numbers of persons
<b>Job Creation &amp; Job intensive plan</b>		
Total number of jobs to be created in the project	Total jobs created	
Number of jobs created for unemployed black people in this project	60% of total jobs	
Number of job created for black people in this project	30 % of total jobs	
<b>Training &amp; Development programme</b>		
Number of black people Trained in some aspect of the project	60% of workforce	
Number of black youth Trained in some aspect of the project	50% of black people trained	
Number of black women Trained in some aspect of the project	40% of black people trained	
Number of black disabled people Trained in some aspect of the project	3% of black people trained	
Demonstrate how will low level employees be incorporated		
<b>2.3 localisation</b>		
Rand value of spend to local SMMEs that have black ownership in line with the approved "Delivery Pipeline Management Matrix" (overleaf)	50% of project value	R
Full use of locally sourced or locally assembled material and/or products in line with the approved "Delivery Pipeline	70% of project value	
<b>2.4 Enterprise and supplier Development</b>		
Number of Local SMMEs to be supported in terms of the Enterprise and supplier development plan for this project,		

including Demonstration graduation of suppliers in this project		
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## INTERPRETATIONS

<b>"Black-empowered enterprise"</b> means an enterprise that is 50,1% black-owned and where	there is substantial management control
<b>"Black Designated Groups"</b> means:	<p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;</p>
<b>"Black People"</b> Coloureds and Indians	<p>Is a generic term which means African,</p> <p>(a) who are citizens of the Republic of South Africa by birth or decent; or</p> <p>(b) who became citizens of the Republic of south Africa by naturalisation -</p> <p>(i) before 27 April 1994;</p> <p>(ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date.</p>
<b>"Localisation"</b> approved local matrix that produced/supplier depending on	<p>locally produced can be defined using the</p> <p>Determines the meaning of locally</p> <p>Complexity of the work package and skill required.</p> <ul style="list-style-type: none"> <li>○ <b>Simple work package and no skills required</b> Where simple work package and no skill required - the use of immediate communities is primary.</li> <li>○ <b>Simple work package and medium to low skill required</b></li> </ul>

Where simple work package and medium to low skill required - the use of COJ regional suppliers is primary.

- **Simple work package and medium to high skill**

Where simple work package and medium to high - the use of suppliers within the City of Joburg is encouraged and promoted.

- **Simple work package and Specialized skills**

Where simple work package and specialized skills - the use of suppliers in the Gauteng province is encouraged and promoted.

- **Mixed work package and no skills required**

Where mixed work package and no skill required - the use of COJ regional suppliers is primary.

- **Mixed work package and medium low skill required**

Where mixed work package and medium to low skill required - the use of suppliers within the City of Joburg is encouraged and promoted.

- **Mixed work package and medium high skill**

Where mixed work package and medium high - the use of suppliers in the Gauteng province is encouraged and promoted.

- **Mixed work package and Specialized skill**

Where mixed work package and specialized skill - the use of national vs International suppliers is primary.

- **Complex work package and no skill required**

Where complex work package and no skill required - the use of suppliers within the City of Joburg is encouraged and promoted.

- **Complex work package and medium low skill**

Where mixed work package and medium low skill - the use of suppliers in the Gauteng province is encouraged and promoted.

- **Complex work package and medium high skill**

	<p>Where mixed work package and medium high skill - the use of national vs International suppliers is encouraged and promoted.</p> <ul style="list-style-type: none"> <li>○ <b>Complex work package and Specialized skills required</b></li> </ul> <p>Where complex work package and specialized skill required - the use of nationally assembled products is encouraged and promoted.</p>
	<p><b>"Enterprise &amp; Supplier Development"</b> Means monetary and Non-Monetary contribution carried out for the benefit of suppliers with the objectives of contribution to development, sustainability and financial and operation independence of the beneficiaries</p>
	<p><b>"Localisation"</b></p>
	<p><b>"Majority Black owned and Controlled Company"</b> means a juristic person, having shareholding or similar members interest, in which black participants enjoy a right to Exercisable Voting Rights that is at least 51% of the total such rights measured using the Flow Through Principle; and means an enterprise that is 51% black-owned and where there is substantial management control</p>
	<p><b>"Partnership"</b> means:</p> <p>means a juristic person, having shareholding or similar members interest, in which black participants enjoy a right to Exercisable Voting Rights that is at least 25% and an enterprise that is 25% black-owned and where there is substantial management control</p>
	<p><b>"Person with disability"</b> means:</p> <p><b>Black people who are persons with disabilities</b> as defined in the employment of people with disabilities issued under the Employment Equity Act;</p>
	<p><b>"SMME"</b> Small Micro Medium Enterprises Entities with a turnover of less than R35 M</p>
	<p><b>"Unemployed Black people"</b> means:</p> <p>(a) <b>unemployed black people</b> not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p>
	<p><b>"SMME"</b> Small Micro Medium Enterprises Entities with a turnover of less than R10M</p>

<b>"Wholly Black Owned"</b>	Means: 100% black ownership and at least 30% of the ownership must be women and/or designated groups.
<b>"Youth"</b>	means: <b>Black people who are youth</b> as defined in the National Youth Commission Act of 1996.
<b>"100% Black Owned"</b>	Means : 100% black ownership made up by any combination of black owners