JOHANNESBURG ROADS AGENCY(SOC) LTD

(Company Registration No: 2000/028993/07)

CONTRACT NO:	**JRA 23/112**
CONTRACT DESCRIPTION	**A PANEL OF SERVICE PROVIDERS FOR THE BUILDING MAINTENANCE, SERVICING, REFURBISHMENT AND RENOVATIONS ON VARIOUS JRA OWNED BUILDINGS AND EQUIPMENT WITHIN THE CITY OF JOHANNESBURG ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF THREE (03) YEARS**
CIDB GRADING	**3GB or Higher**
CLOSING DATE:	**27 November 2024**
Closing Time:	**11:00 AM**

NAME OF TENDERER : .....

CONTACT DETAILS: .....

EMAIL ADDRESS: .....

CIDB GRADING: .....

TENDER AMOUNT : NOT APPLICABLE .....

ISSUED BY:

THE CHIEF EXECUTIVE OFFICER
JOHANNESBURG ROADS AGENCY
75 HELLEN JOSEPH STREET
JOHANNESBURG
2000

Tel: 011 298 5000

EXPANDED PUBLIC WORKS PROGRAMME

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THE TENDER

PART T1 : TENDERING PROCEDURES

PART T2 : RETURNABLE DOCUMENTS

PART T1 : TENDERING PROCEDURES

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JRA 23/112
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T1.1 TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited from Contractors registered with the Construction Industry Development Board (CIDB) for the **A PANEL OF SERVICE PROVIDERS FOR THE BUILDING MAINTENANCE, SERVICING, REFURBISHMENT AND RENOVATIONS ON VARIOUS JRA OWNED BUILDINGS AND EQUIPMENT WITHIN THE CITY OF JOHANNESBURG ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF THREE (03) YEARS.**

Eligible contractors must have a minimum CIDB grading of contactor should be in the following category: ***3GB or Higher****.*

The employer is the **JOHANNESBURG ROADS AGENCY.**

Tender documents are obtainable from the JOHANNESBURG ROADS AGENCY website downloadable free of charge at http://www.jra.org.za/procurement/tenders as from **25 October 2024.**

Queries related to the tender via email to **tenderenquiries@jra.org.za**. NO telephonic queries will be allowed.

There will be **COMPULSORY a (tender briefing session) and Bidders who qualifies to be on the Panel will be later invited to a (clarification site meetings on Specific Projects)** with any representatives of the JRA. (Compulsory Tender Briefing session / Project specific Site meetings) will be done on specific projects. *Failure to arrive on time will result in the bidders NOT being allowed access to the venue and the tender submission will be non-responsive.*

The **closing time** for receipt of tender is **11:00 am, 27 November 2024.**

Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.

Tenders must be completed as prescribed and shall be sealed in an envelope marked "**Tender No. JRA 23/112: A PANEL OF SERVICE PROVIDERS FOR THE BUILDING MAINTENANCE, SERVICING, REFURBISHMENT AND RENOVATIONS ON VARIOUS JRA OWNED BUILDINGS AND EQUIPMENT WITHIN THE CITY OF JOHANNESBURG ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF THREE (03) YEARS** and be deposited in the **tender box located at 75 Helen Joseph Street, Johannesburg.**

Tenderers shall have a minimum **CIDB** class grading of **3GB or Higher**

JOHANNESBURG ROADS AGENCY (SOC) LTD

JRA 23/112

A PANEL OF SERVICE PROVIDERS FOR THE BUILDING MAINTENANCE, SERVICING, REFURBISHMENT AND RENOVATIONS ON VARIOUS JRA OWNED BUILDINGS AND EQUIPMENT WITHIN THE CITY OF JOHANNESBURG ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF THREE (03) YEARS

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004.

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 of inconsistency between it and the Standard Conditions of Tender.

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

Sub clause	Data
F.1.1	The employer is the **JOHANNESBURG ROADS AGENCY**
F.1.2	The Project Document issued by the employer consists of the following: THE TENDER Part T1: Tendering procedures: T1.1 Tender notice and invitation to tender T1.2 Tender Data Part T2: Returnable documents T2.1 Returnable Schedules required for Tender Evaluation T2.2 Other Documents required for Tender Evaluation T2.3 Returnable Schedules that will be incorporated into the Contract T2.4 Other Schedules and Documents that will be Incorporated into the Contract THE CONTRACT Part C1: Agreements (**NOT APPLICABLE AT THIS STAGE**) C1.1 Form of Offer and Acceptance C1.2 Agreement in Terms of the Occupational Health & Safety Act C1.3 Guarantee C1.4 Form Agreement in terms of the Mine Health and Safety Act C1.5 Appointment in terms of Section 3(1) of the Mine Health and Safety Act C1.6 Abstracts of the Mine Health and Safety Act No 29 THE CONTRACT DATA C1.7 Contract Data Part C2: Pricing data (**NOT APPLICABLE AT THIS STAGE**) C2.1 Pricing instructions C2.2 Bills of quantities C2.3 Summary of Bills of Quantities C2.4 Calculation of Tender Sum Part C3: Scope of work C3.1 Description of Works C3.2 Detailed scope of work C3.3 Procurement Policy

Sub clause	Data
	Part C4: Site information (**NOT APPLICABLE AT THIS STAGE**) C4.1 Site Information C4.2 Locality Plan Part C5: Annexures**(NOT APPLICABLE AT THIS STAGE)** C5.1 : Proforma Documents C5.2 : Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) C5.3 : Contract Drawings(**NOT APPLICABLE AT THIS STAGE**)
F.1.4	The employer is: Name: JOHANNESBURG ROADS AGENCY 75 Helen Joseph Street Johannesburg, 2000 Tel: 011 298 5000
F.2.1	Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3GB or Higher** class of construction work. -NOTE: Contractors with the CIDB grading of 3GB PE do not qualify for this tender. Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB or can provide proof of having registered; 2. the lead partner has a contractor grading designation in the **3GB or Higher** class of construction work; and 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to **3GB or Higher** than a contractor grading designation determined in accordance with the sum tendered for a Insert CIDB Grade /PE or higher class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations are eligible to submit tenders.
F.2.7	**There will be a COMPULSORY BRIEFING clarification meeting at the JRA as follows:** **Venue JRA Fleet and Plant Depot at no : 350 Albertina Sisulu Street, Fordsburg** **Date: on the 30th of October 2024 Time @10:00am** **Failure to comply with this requirement, will result the tender submission will be regarded as non-responsive.**
F.2.8	Request clarification of the tender documents, if necessary, by notifying the employer at least seven (07) calendar days before the closing date and time stated in the tender data.

Sub clause	Data
	Questions or queries must be submitted to the JRA representative at least seven (07) calendar days before the stipulated closing date and time of the tender in writing to tenderenquiries@jra.org.za. However, JRA shall not be liable nor assume liability for failure to respond to any questions and / or queries raised by the Tenderer.
F.2.10 Pricing the tender offer	F.2.10.1 **(Not Applicable at this stage)** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data. F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices. F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. F.2.10.4. State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
F.2.12	If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contractor for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.
F.2.13.5	**The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:** **Location of TENDER BOX: JRA HEAD OFFICE AT NO 75 Helen Joseph Street,**

NOT APPLICABLE

Sub clause	Data
	Johannesburg. **Identification details: Tender No JRA 23/112: A PANEL OF SERVICE PROVIDERS FOR THE BUILDING MAINTENANCE, SERVICING, REFURBISHMENT AND RENOVATIONS ON VARIOUS JRA OWNED BUILDINGS AND EQUIPMENT WITHIN THE CITY OF JOHANNESBURG ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF THREE (03) YEARS**
F.2.13. & F.3.5	A two-envelope procedure will **NOT** be followed.
F.2.15	**Closing time for submission of tender offers is NOT later than : 11:00 am, 27 November 2024.** **Telephonic, telegraphic, telex, facsimile, e-mailed or postal tender offers will not be accepted**
F.2.1.6	The tender offer validity period is **120 days.**
F.2.1.7	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11). **(Not Applicable at this stage)**
F.2.18	The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.20.	If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
F.3.4	The time and location for opening of tender offers: Time: **11:00 am, 27 November 2024.** Location: 75 Helen Joseph street, Johannesburg.
F.3.9 Arithmetical errors, omissions and discrepancies	**F.3.9.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: i. line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii. the summation of the prices. **F.3.9.2** The employer must correct the arithmetic errors in the following manner: (a) Where there is a discrepancy between the amounts is words and amounts in figures, the amount in words shall govern.

NOT APPLICABLE

Sub clause	Data
	(b) If the bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. (c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.
F.3.11	Responsive tenders will be evaluated according to the **Preferential Procurement Regulations, 2022 (PPRs, 2022)** issued by the Minister of Finance in terms of section 5 (1) of the Preferential Procurement Policy Framework Act (PPPFA) No. 5 of 2000. ***The procedure for the evaluation of responsive tenders is Method 4 (Quality/Functionality)***. ***Financial Offer and Preference will be applied on specific projects.*** **PHASE 1: PRE-COMPLIANCE (Refer to clause C3.8 below)** **PHASE 2: EVALUATION OF FUNCTIONALITY (Refer to clause C3.8 below)**
	PHASE 3: PRICE AND BBBEE EVALUATION (Specific Goals). The ***third phase*** is to perform an evaluation of Price and BBBEE on the bidders that successful qualified on the technical functionality evaluation, i.e. bidders who achieved a minimum score of 70% or 60%. NOT APPLICABLE AT THIS STAGE The procedure for the evaluation of responsive tenders is Method 2. The financial offer will be scored using Formula 1 (option 1) using appropriate formula, depending on whether Contract amount is Less than ***OR*** More than R50 000 000.
	The statement below is applicable on the evaluation of specific projects: A bid **SHALL NOT be disqualified** from the bidding process if the bidder does not submit preferential points evidence. Such a bidder will score zero (0) out of a maximum of 10/20 points for B-BBEE. The points scored for price shall be added to the preferential points scored to obtain the bidder's total points scored out of 100. **Award of contract to bids not scoring the highest number of points.**

Sub clause	Data
	(a) A contract must be awarded to the bidder who scored the highest total number of points. (b) In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved and recorded for audit purposes and must be defendable in a court of law. **Evaluation of bids that scored equal points** (a) In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest preferential points. (b) If two or more bids have equal points, including equal preference points, the successful bid must be the one scoring the highest score for functionality. (c) In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.
F3.13.1	Tender offers will only be accepted on condition that: a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database; c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; f) the tenderer has completed the Compulsory Declaration 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; g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; .
F.3.18	The number of paper copies of the signed contract to be provided by the Employer is the **original contract document**.
Department Special No.1	**SMME's:** **It is a requirement of this contract that participation in the contract must be granted to local SMME companies. Local** is defined as immediate vicinity of projects". An SMME company should be a registered company, but not necessarily be registered with CIDB, although it is preferred. The minimum target for local SMME participation . This can be achieved through either one or more local SMME companies. The department also reserves the right to terminate the contract when the contractor does not honour his commitments in this regard during construction.

Sub clause	Data
Department Special No.2	**Local Labour Content:** The minimum Labour content for this project shall be **BASED** on the scope of works **.** **Note: All unskilled labour shall be sourced from the LOCAL COMMUNITY where LOCAL COMMUNITY means those in the immediate vicinity of the project.**

PART T2: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

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T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION T.39

T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT ..... T.87~~T.88~~

T2.1 LIST OF RETURNABLE SCHEDULES

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The bidder may use this checklist table to ensure that they submitted the documents:

Item	Description	Tick if submitted		
		Yes	No	Not Applicable
1.	Company Profile			N/A
2.	Organisation formation documents (company registration form)			
3.	Organogram showing nominated personnel l project with company profiles			
4.	CV's of Technical employees / Nominated Personnel			
5.	Certified ID copies of Directors and or Share certificate			
6.	Valid originally Certified Copies of B-BBEE Status Level Verification issued by SANAS only or Sworn Affidavit in a DTI formant only (To verify if EME/QSE/GEN)			
7.	Details of previous experience and contactable references must be provided with appointment letters and completion certificates/ Practical Certificates reference letters.			
8.	A valid Joint Venture Agreement (If applicable)			
9.	Company Resources list			
10.	Valid CIDB registration and grading certificate (print-out) at the time of going out on tender with a minimum grading of level **3GB or Higher**.			
11.	MBD1 - Invitation to tender form			
12.	MBD 2 – Tax Compliance Requirements			
13.	MBD 3 – Pricing Schedule (Where Applicable)			
14.	MBD4 - Declaration of Interest form			
15.	MBD5 - Declaration for Procurement above R10 Million (VAT Included)			
16.	MBD6.1- Preference points claim form for preferential procurement regulations 2022			
17.	MBD6.2 – Local Content (Where applicable)			
18.	MBD 7 – Contract Form Rendering of Services (Where applicable)			
19.	MBD8 - Declaration of Supplier's past Supply Chain Management Experience			
20.	MBD 9 - Certificate of Independent Bid determination			
21.	Municipal account statement for both the Company and the Directors which should not be more than 90 days old and not more than 90 days in arrears or a valid lease agreement together with a landlord letter or sworn affidavit.			
22.	Central Supplier Database Master Registration Number or the "MAAA" number			
23.	A Valid Tax clearance one-time-pin for issued for Tender purposes by the South African Receiver of Revenue.			
24.	Letter of good standing (COIDA)			
25.	Latest three year sets of Annual financial statements (AFS).			
26.	Resolution by the Legal Entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture forms attached under returnable documents (whichever is applicable) must be fully completed and signed in ink.			

T2.1 A CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for company

I,……, chairperson of the board of directors of ……, hereby confirm that by resolution of the board (copy attached) taken on ……20…., Mr/Mrs……acting in the capacity of……,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1…….. ……

. Chairman

2…….. ……..

Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as ……

hereby authorise Mr/Mrs……, acting in the capacity of……to sign all documents in connection with the tender for Contract……and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs……., authorised signatory of the company ……,

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract……and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for sole proprietor

I, ……., hereby confirm that I am the sole owner of the business trading as……..

As Witness:

1…….. ……
Signature: Sole owner

2……. ……
Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as……hereby authorise Mr/Mrs……

Acting in the capacity of……, to sign all documents in connection with the tender for Contract……and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole

T2.1 B REGISTER OF ATTENDANCE AT COMPULSORY CLARIFICATION MEETING

Notes:

1. *Bidders are advised that the persons in attendance of the meeting shall be suitably qualified with adequate knowledge of the tendering processes and the civil engineering industry.*
2. *Bidders are advised that the persons in attendance must be in permanent employment with the company that will submit the tender.*
3. *An attendee shall only represent one company that will be submitting a tender. Bidders may be disqualified in the event of one attendee representing more than one bidder.*
4. *Bidders are advised to arrive at the venue 30 minutes prior to the commencement time as indicated in the advert, for registration purposes.*
5. *Once the meeting is officially declared open, bidders will not be allowed into the venue; will not be issued with the attendance register and their bid submission will be considered non-responsive.*

This is to certify that.

……..……..(Tenderer)

of

……..……(address)

……

was represented by the person(s) named below at the compulsory meeting held for all tenderers as follows:

Date: **……..**

Time: **……..…..**

Venue: **……..…..**

Address: **……..….**

JOHANNESBURG ROADS AGENCY (SOC) LTD

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We acknowledge that the purpose of the compulsory meeting was to acquaint ourselves with the content of tender documentation as well as the requirements for completion of the tender document in order for us to take account of everything necessary when compiling our tender submission.

Particulars of person(s) attending the meeting:

Name …… Signature……

Capacity……...

Name…… Signature……

Capacity……...

Attendance of the above persons at the meeting is confirmed by the employer, namely:

Name…….. Signature……

Capacity…….. Date ……..……...

T2.1 C VENDOR NUMBER REGISTRATION WITH CENTRAL SUPPLIER DATABASE (CSD)

Bidders must submit Vendor Number Registration with Central Supplier Database.

CENTRAL SUPPLIER DATABASE DETAILS	
ENTITY NAME	
CSD VENDOR REGISTRATION NUMBER	
NAME ENTITY REPRESENTATIVE	
POSITION	
SIGNATURE	
DATE	

T2.1 D CURRENT MUNICIPAL CHARGES

COMPANY MUNICIPAL CHARGES

BIDDERS PLEASE NOTE:

Bidders must complete this form and/or to attach the required invoices/statement of account to the bid submission.

DESCRIPTION	BIDDERS MUNICIPAL ACCOUNT DETAILS
Municipality where business is situated:	
Registered Account No for Entity:	
Stand No:	

Please attach the following documents to the bid:

a) Most recent municipal Invoice / statement / account of Business Entity. Accounts outstanding for 90 days and more will not be accepted.
b) In cases where the business has signed a lease agreement, proof must be provided from the Landlord or owner indicating that the business's Rates and Taxes is not outstanding.
a) Bidders operating from home must submit affidavit to that effect. *(The affidavit template to be used is included below)*

MUNICIPAL RATES AND TAXES – DIRECTORS' PRIVATE PROPERTIES

BIDDERS PLEASE NOTE:

Bidders must complete this form and/or to attach the required invoices/statement of account to the bid submission.

DIRECTOR 1 - MUNICIPAL RATES AND TAXES DETAILS	
Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	
Signature:	

DIRECTOR 2 - MUNICIPAL RATES AND TAXES DETAILS	
Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	
Signature:	

DIRECTOR 3 - MUNICIPAL RATES AND TAXES DETAILS	
Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	
Signature:	

DIRECTOR 4 - MUNICIPAL RATES AND TAXES DETAILS	
Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	
Signature:	

DIRECTOR 5 - MUNICIPAL RATES AND TAXES DETAILS	
Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	
Signature:	

DIRECTOR 6 - MUNICIPAL RATES AND TAXES DETAILS	
Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	
Signature:	

DIRECTOR 7 - MUNICIPAL RATES AND TAXES DETAILS	
Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	

Stand No/Address:	
Signature:	

DIRECTOR 8 - MUNICIPAL RATES AND TAXES DETAILS	
Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	
Signature:	

Bidders can include more tables if they have more directors, all directors must provide municipal rates and taxes information. Please attach the following documents to the bid:

b) Most recent municipal Invoice / statement / account of Business Entity. Accounts outstanding for 90 days and more will not be accepted.
c) In cases where the business has signed a lease agreement, proof must be provided from the Landlord or owner indicating that the business's Rates and Taxes is not outstanding.
d) Bidders operating from home must submit affidavit to that effect. *(The affidavit template to be used is included below)*

T2.1 E SCHEDULE OF PROPOSED SUBCONTRACTORS (EXCL SMME'S (30%))

NOTE: This table is **NOT TO BE USED to capture SMME Subcontractors/Suppliers contributing towards the SMME project goal**

SMME COMPANIES TO BE USED AS SUB-CONTRACTORS / SUPPLIERS MUST BE CAPTURED UNDER FORM: EPWP 2 (E) EMPLOYMENT OF SMME'S

We notify you that it is our intention to employ the following subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments.

	Name and address of proposed Subcontractor	Company Registration Number & CIDB Classification	Description of Work to be executed by Subcontractor
1.			
2.			
3.			
4.			
5.			

NOT APPLICABLE AT THIS STAGE

Signed…… Date……

T2.1 F SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

Signed…….. Date……

T2.1 G SCHEDULE OF THE TENDERER'S EXPERIENCE

The bidders must provide the list of **similar** work successfully executed in the last ten (10) years:

REFER TO THE ATTACHED TABLE ON EXCEL DOCUMENT, FORM T

NOTE: In order for the Tenderer to claim points for Experience under Quality/Functionality, the Tenderer must also attach the following proof for each of the completed projects to Form T:

- ***Copy of Completion Certificates or Taking Over Certificates, If the completion certificate do not reflect the value of works or not signed by the client, a signed referral letter on the Clients Letter Head indicating the value of works <u>MUST</u> be submitted, if not then that project will not be considered. Practical Completion certificate will not be considered.***

Signed…… Date ……..

T2.1 H RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Signed……. Date ……..

Name……... Position……..

Tenderer……..

T2.1 I DEVIATIONS OR QUALIFICATIONS BY THE TENDERER

Note: Tenderers will be declared to be non-responsive should any proposed deviation or qualification, save for where alternative tender offers are permitted in terms of the Tender Data, in the employer's opinion:

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

b) change the employer's or the tenderer's risks and responsibilities under the contract, or

c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

PAGE	DESCRIPTION

SIGNED ON BEHALF OF TENDERER: .....

T2.1 J CONTRACTOR'S ESTABLISHMENT ON SITE

The combined extended total tendered for the contractor's general obligations; i.e.

(a) Fixed obligations
(b) Value related obligations
(c) Time related obligations

shall not exceed a maximum of 15 % of the tender sum (excluding VAT).

Total tendered for Item 513.01 expressed as a percentage of the tender sum (excluding VAT): .....% (insert percentage).

NOT APPLICABLE AT THIS STAGE

SIGNED ON BEHALF OF TENDERER ……..

T2.1 K CERTIFICATE OF NON-COLLUSIVE TENDER

1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;

b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;

c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;

d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;

e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes juristic or natural persons , body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF TENDERER: .....

I: CERTIFICATE OF NON-COLLUSIVE TENDER (continued)

2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract:

a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;

b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;

c) cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.

d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;

e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes juristic or natural persons , body of persons or association, whether corporate or not, the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term "person outside this consortium" means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

SIGNED ON BEHALF OF TENDERER: .....

T2.1 L COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014

The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID)(Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

SIGNED ON BEHALF OF THE TENDERER: .....

Note to tenderer:

Discovery that the tenderer has failed to make proper disclosure may result in The JRA terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.

T2.1 M CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

The tenderer is to affix to this page either:

- Written proof of his registration with the CIDB with the relevant grade as indicated/specified in the tender document

Or

- Written proof of his application to the CIDB for registration as a contractor in the category as per tender advertisement.

SIGNED ON BEHALF OF THE TENDERER:.....

DATE: .....

Note:

1. Failure to affix such documentation as prescribed to this page may result in this tender not being further considered for the award of the contract.
2. Should this tender be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer by the time of award of the contract, then this tender will no longer be considered for the award of the contract.

T2.1 N REQUIREMENTS IN TERMS OF GOVERNMENT'S EXTENDED PUBLIC WORKS PROGRAMME

K1 General (Not Applicable at this panel stage)

The employer requires the active participation of the contractor in this aspect of the contract.

Forms EPWP 1 (E) to EPWP 4 (E) applies to this section and must be completed and submitted with the tender.

The tenderer's submissions under this item will be taken into consideration when evaluating tenders received.

K2 Definitions

K2.1 Contract Participation Goal (CPG)

The value of goods, services and works, including VAT, for which the contractor proposes to engage labour and SMMEs.

K2.2 Labour Maximisation

It is a requirement of this contract that participation in the contract must be granted to labour in order to maximize job creation as well as to maximize expenditure towards the unemployed.

All unskilled labour shall be sourced from the LOCAL COMMUNITY where Local Community means those in the immediate vicinity of the project. Labour is defined as hourly paid personnel as well as the CLO.

K2.3 SMME

SMME (According to the National Small Business Amendment Act, No. 29 of 2004):

Definition: A "Small [business] Enterprise" means a separate and distinct business entity, together with its branches or subsidiaries, if any, including co-operative enterprises [and non-governmental organisations], managed by one owner or more [which, including its branches or subsidiaries, if any, is predominantly carried on in any sector or subsector of the economy, which can be classified as a micro-, a very small, a small or a medium enterprise by satisfying the criteria mentioned in columns 2, 3 and 4 of the Schedule opposite the smallest relevant size or class as mentioned in column 1 of the Schedule for the Construction category below:

Size of class	Total full time equivalent of paid employees	Total annual turnover	Total gross asset value(fixed property excluded)
Medium	200	R26m	R5m
Small	50	R6m	R1m
Very Small	20	R3m	R0,5m
Micro	5	R0,2m	R0,1m

It is a requirement of this contract that participation in the contract must be granted to local SMME companies. Local is defined as "immediate vicinity of project." A SMME company should be a registered company, but not necessarily be registered with CIDB, although it is preferred. The minimum target for participation is ten percent (30%) of the total contract value and this can be achieved through one or more sub-contractors. The JRA reserves the right to terminate the contract should the contractor fail to honour the commitment as stipulated by the contractor on this page

It is a requirement that the Contractor plan for achieving these targets and that a planned programme for achieving each of the targets is submitted at the start of the project together with the clause 12 programme of construction.

Penalties: The penalties for not reaching the required SMME target values will be calculated at **100%** of the difference between the set target values and the actual target values achieved by the contractor at completion of the works. Penalties will be applied monthly, when the actual figures are less than **75%** of the planned monthly accumulative figures. **The JRA reserves the right to terminate the contract as soon as the actual figures are less than 50% of the programmed figures**. No bonuses for achieving the set target values are applicable. In the event that penalties are reversed, no interest will be claimable on the value of the penalty.

K2.4 Broad-Based Black Economic Empowerment (B-BBEE) **(NOT APPLICABLE)**

As assigned in the Codes of Good Practice, B-BBEE means the economic empowerment of all Black People through diverse but integrated socio-economic strategies that include, but not limited to:

- increasing the number of Black People that manage, own and control enterprises and productive assets;
- facilitating ownership and management of enterprises and productive assets by communities, workers, co-operatives and other collective enterprises;
- human resources and skills development;
- achieving equitable representation in all occupational categories and levels in the

NOT APPLICABLE AT THIS STAGE

workforce;

- preferential procurement; and
- investment in enterprises that are owned or managed by Black People.

As part of this tender, preference will be given to B-BBEE Level Contribution.

The B-BBEE Level Contributor, meaning the B-BBEE Status received by a measured entity based on its overall performance using the generic scorecard contained in the Codes of Good Practice, will be used during tender evaluation to allocate points to the tenderer. A maximum of 10 points (90/10 evaluation) may be awarded to a bidder for attaining their B-BBEE status level contemplated in the Codes of Good Practice.

The Act governing the B-BBBEE is the Broad-Based Black Economic Empowerment Act, No. 53 of 2003

K3 Training

Provision is made in the SCHEDULE OF QUANTITIES for structured training to be provided by the contractor.

NOT APPLICABLE AT THIS STAGE

RDP1(E) SCHEDULE OF LOCAL LABOUR CONTENT

The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

Note: All unskilled labour shall be sourced from the LOCAL COMMUNITY where Local Community means those in the immediate vicinity of the project. The contractor's own skilled personnel will not be counted towards the said 10%.

Type of Labour	Man-hours	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
Temporary Labour **(skilled and unskilled)**	_____	R /day	_____
		TOTAL PROJECT COST	_____
		PERCENTAGE	

NOT APPLICABLE AT THIS STAGE

Notes to Tenderer:

(1) Labour is defined as hourly paid personnel including the CLO.

(2) The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.6.5.

SIGNED ON BEHALF OF THE TENDERER: ……

RDP2(E) EMPLOYMENT OF SMME'S

It is a requirement of this contract that participation in the contract must be granted to local SMME companies. Local is defined as "having their head office within the Gauteng Province boundaries". **The minimum target for participation is thirty percent (30%)** of the total contract value and this can be achieved through one or more sub-contractors. The JRA reserves the right **to terminate the contract when the contractor does not honour the commitment as stipulated by the contractor on this page**

ONLY SMME subcontractors/suppliers should be listed in the table below. For other subcontractors, refer to T 2.1C SCHEDULE OF PROPOSED SUBCONTRACTORS (EXCL SMME's (30%))

NOT APPLICABLE AT THIS STAGE

We notify you that it is our intention to employ the following subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments.

	Name of proposed Subcontractor	Company Reg. nr. & CIDB grading	Description of Work to be executed by Subcontractor	% Value of the work
1.				%
2.				%
3.				%
4.				%
5.				%
			Percentage of total contract value	%

Note: Forms EPWP2 (E1), etc should be completed for each contractor listed above and contributing towards the 10% goal

Signed…… Date……

Name…….. Position……

Tenderer……

T2.2 MONDETORY DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.2 A MBD1: INVITATION TO BID T.40

T2.2 B MBD 2: DECLARATION OF GOOD STANDING REGARDING TAX T.44

T2.2 C MBD 3.1: PRICING SCHEDULE – FIRM PRICES (PURCHASES) T.45

T2.2 D MBD 3.2: PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES) T.47

T2.2 E MBD 3.2: PRICE ADJUSTMENTS ..... T.47~~T.48~~

T2.2 F MBD 4: DECLARATION OF INTEREST ..... T.49~~T.50~~

T2.2 G MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED) T.53

T2.2 H MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT ..... T.64~~T.65~~

T2.2 I MBD 7.1: CONTRACT FORM - PURCHASE OF GOODS/SERVICES ... T.72~~T.73~~

T2.2 J MBD 7.2: CONTRACT FORM - RENDERING OF SERVICES ..... T.76~~T.77~~

T2.2 K MBD 7.3: CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS ..... T.79~~T.80~~

T2.2 L MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES ..... T.82~~T.83~~

T2.2 M CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9) ... T.84~~T.85~~

JOHANNESBURG ROADS AGENCY (SOC) LTD
JRA 23/112
A PANEL OF SERVICE PROVIDERS FOR THE BUILDING MAINTENANCE, SERVICING, REFURBISHMENT AND RENOVATIONS ON VARIOUS JRA OWNED BUILDINGS AND EQUIPMENT WITHIN THE CITY OF JOHANNESBURG ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF THREE (03) YEARS

T2.2 A MBD1: INVITATION TO BID

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	**JRA 23/112**	CLOSING DATE:	**27 November 2024**	CLOSING TIME:	**11:00 AM**
DESCRIPTION	**A PANEL OF SERVICE PROVIDERS FOR THE BUILDING MAINTENANCE, SERVICING, REFURBISHMENT AND RENOVATIONS ON VARIOUS JRA OWNED BUILDINGS AND EQUIPMENT WITHIN THE CITY OF JOHANNESBURG ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF THREE (03) YEARS**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

JOHANNESBURG ROADS AGENCY
SITUATED : JRA HEAD OFFICE
75 HELEN JOSEPH STREET,
GROUND FLOOR
JOHANNESBURG
2000

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:	

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
[A MINIMUM B-BBEE STATUS LEVEL 3 (OR BETTER I.E. LEVEL 1 OR 2) VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PRE-COMPLIANCE REQUIREMENTS AS WELL AS CALCULATION OF PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE**	**R N/A**
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	SUPPLY CHAIN	DEPARTMENT	FACILITIES MANAGEMENT
CONTACT PERSON	~~Nomusa / Rabelan~~SCM BIDS SECTION ~~i~~	CONTACT PERSON	Mahlodi Ramakgapola
TELEPHONE NUMBER	011 298 5049 / 491 5793/ 011 298 5220	TELEPHONE NUMBER	011 298 5749
FACSIMILE NUMBER	NOT APPLICABLE	FACSIMILE NUMBER	NOT APPLICABLE
E-MAIL ADDRESS	tenderenquiries@jra.org.za	E-MAIL ADDRESS	mramakgapola@jra.org.za

JOHANNESBURG ROADS AGENCY (SOC) LTD
JRA 23/112
A PANEL OF SERVICE PROVIDERS FOR THE BUILDING MAINTENANCE, SERVICING, REFURBISHMENT AND RENOVATIONS ON VARIOUS JRA OWNED BUILDINGS AND EQUIPMENT WITHIN THE CITY OF JOHANNESBURG ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF THREE (03) YEARS

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ YES ☐ NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐
YES ☐ NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE:.....

T2.2 B MBD 2: DECLARATION OF GOOD STANDING REGARDING TAX

CONDITIONS PERTAINING TO TAX

TAX COMPLIANCE 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 Service (SARS) to meet the bidder's tax obligations.

Any person who requires his or her tax compliance status to be disclosed to a Government institution or department, for purposes of submitting a bid or to confirm its good standing after the phasing out of paper based TCCs must request a unique security personal identification number (PIN) from SARS.

Very important to note is that the disclosure of a bidder's tax compliance status is an express condition for all acceptable Government bids. Failure to make the relevant disclosures will invalidate your bid and your response will be null and void.

The Government institution or department must use the PIN referred to above to verify a person's tax compliance status with SARS.

Bidders to complete the table below and provide a unique security personal identification number (PIN) from SARS which will enable the JRA to access online real-time verification of a person's tax compliance status with the electronic Tax Compliance Status (TCS) system.

FULL NAME OF BIDDER:	**ELECTRONIC TAX COMPLIANCE STATUS SYSTEM PIN NO:**

Failure to complete the above information will result in the disqualification of the tender.

(Tenderer to submit a VALID Tax Compliance document)

T2.2 C MBD 3.1: PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

NOT APPLICABLE TO THIS TENDER AT THIS STAGE

Name of Bidder…… Bid Number……...

Closing Time: **11:00** am Closing Date: **27 November 2024**

OFFER TO BE VALID FOR……DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

- Required by: …….
- At: …….
  …….

- Brand and Model ……

- Country of Origin ……

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s) ……

- Period required for delivery ……
  *Delivery: Firm/Not firm

- Delivery basis ……

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

NOT APPLICABLE TO THIS TENDER AT THIS STAGE

T2.2 D MBD 3.2: PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: **PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder……	Bid number……
Closing Time: **11:00** am	Closing Date: **27 November 2024**

OFFER TO BE VALID FOR……DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCUDED)
-		Required by:	……
-		At:	……
-		Brand and model	……
-		Country of origin	……
-		Does the offer comply with the specification(s)? *YES/NO	
-		If not to specification, indicate deviations	……
		Period required for delivery	……
-		Delivery:	*Firm/Not firm

NOT APPLICABLE TO THIS TENDER

**" all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

MBD 3.2: PRICE ADJUSTMENTS

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A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1-V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{R4t}{R4o}\right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2…etc. must add up to 100%.
R1t, R2t……	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index……. Dated……. Index……. Dated……. Index……. Dated…….

Index……. Dated……. Index……. Dated……. Index……. Dated…….

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	P PERCENTAGE OF BID PRICE

NOT APPLICABLE TO THIS TENDER

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

NOT APPLICABLE TO THIS TENDER

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

T2.2 E MBD 4: DECLARATION OF INTEREST

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(Note that in this document, the words bid and tender, bidder and tenderer, bidder's and tenderers should be used interchangeably)

1. No bid will be accepted from persons in the service of the state*

   Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state*, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state*, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where,

   - the bidder is employed by the state*, and/or
   - the legal person on whose behalf the bidding documents is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved and or adjudication of the bid.

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

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1	**Full name of bidder or his or her representative**	
3.2	**Identity number**	
3.3	**Position occupied in the company (director, shareholder [2] etc.)**	
3.4	**Company registration number**	
3.5	**Tax reference number**	
3.6	**VAT registration number**	

3.7	**Are you presently in the service of the state?**	**YES**		**NO**	
3.7.1	If so, furnish particulars:				
3.8.	**Have you been in the service of the state for the past twelve months?**	**YES**		**NO**	
3.8.1	If so, furnish particulars:				
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?**	**YES**		**NO**	
3.9.1	If so, furnish particulars:				
3.10	**Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?**	**YES**		**NO**	
3.10.1	If so, furnish particulars:				
3.11	**Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?**	**YES**		**NO**	
3.11.1	If so, furnish particulars:				
3.12	**Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?**	**YES**		**NO**	
3.12.1	If so, furnish particulars:				
3.13	**Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?**	**YES**		**NO**	
3.13.1	If so, furnish particulars:				
3.14	Please provide the following information on **ALL** directors / shareholders / trustees /members below:				

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Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State[3] employee number (Only to be completed if in the service of the State)

NB:

- **BIDDER MUST ADD ADDITIONAL COPIES OR TABLE IF THEY HAVE MORE DIRECTORS**
- **PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)**
- **PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.**

DECLARATION

I, the undersigned (name)_____, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

T2.2 F MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

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

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 recent past three years.

……

2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than **90 days?**

YES / NO

……

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

2.2 If yes, provide particulars.

……

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

YES / NO

3.1 If yes, furnish particulars

……

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars

…….. ……..

I, THE UNDERSIGNED (NAME) …… CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. ……..
Signature Date

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DECLARATION OF PUBLIC INTEREST SCORE (PIS) SCORE

Further to MBD 5 Question 1; where it was declared that your company is not required by law to prepare annual financial statements for auditing, please declare your company's PIS score below:

PIS SCORE FOR EACH SET OF FINANCIAL STATEMENTS

PIS SCORE: ……(20___)

PIS SCORE: ……(20___)

PIS SCORE: ……(20___)

Indicate which Financial Statement classification apply to your company	**PIS Score**	**Tick relevant box below with an "X"**
- Financial Statement provided must be audited (Where the bidder did not provide a PIS score, or if the PIS score provided is 350 and above; audited financial statements must be provided)	Above 350	
- Financial Statement provided must have an independent review (Where the bidder's PIS score is between 100 and 350; financial statements independent reviewed by a registered auditor or a chartered accountant must be provided)	Between 100 and 350	
- Financial Statement provided do not require to be audited neither independent reviewed (Where the bidder's PIS score is below 100, financial statements must be provided but don't have to be audited or independently reviewed)	Below 100	

IMPORTANT NOTE:

BIDDERS WHO DO NOT PROVIDE AUDITED FINANCIAL STATEMENTS MUST PROVIDE A PIS SCORE TO CONFIRM IF THE BIDDER SHOULD PROVIDE INDEPENDENTLY REVIEWED FINANCIAL STATEMENTS OR NOT.

I, THE UNDERSIGNED (NAME) …… **CERTIFY THAT THE PIS SCORE ABOVE IS CORRECT.**

JRA MAY REQUEST FOR SUPPORTING DOCUMENTS TO CONFIRM THE ABOVE SCORE.

…….. ……..
Signature Date

THE FOLLOWING <u>INFORMATION IS PROVIDED BY JRA FOR THE BIDDER'S INFORMATION ONLY</u> AND THE INFORMATION MIGHT ASSIST THE BIDDERS RELATING TO THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION REQUIREMENTS IN TERMS OF THE FINANCIAL STATEMENT REQUIREMENTS OF THE COMPANIES ACT (2008) AND THE CLOSED CORPORATIONS ACT (1984).

Financial Statements and Independent Reviews

Private or personal liability companies that are required to be audited by the Companies Act, 2008 or regulation 28, must file a copy of the latest approved Audited Financial Statements on the date that they file their annual return with the CIPC.

The following private companies are required to have their annual financial statements audited:

- Any private or personal liability company if, in the ordinary course of its primary activities, it holds assets in a fiduciary capacity for persons who are not related to the company, and the aggregate value of such assets held at any time during the financial year exceeds R5 million;
- Any private or personal liability company that compiles its financial statements internally (for example, by its financial director or one of the owners) and that has a Public Interest Score (PIS) of 100 or more;
- Any private or personal liability company that has its financial statements compiled by an independent party (such as an external accountant) and that has a Public Interest Score (PIS) of 350 or more;

Unless the company has opted to have its annual financial statements audited or is required by its Memorandum of Incorporation (MOI) to do so, a private or personal liability company that is not managed by its owners may be subject to independent review if:

- It compiles its financial statements internally and its Public Interest Score is less than 100;
- It has its financial statements compiled independently at its Public Interest Score is between 100 and 349;

Private or personal liability companies that are not required to have their financial statements audited, may elect to voluntarily file their audited or reviewed statements with their annual returns. If such companies choose not to file a full set of financial statements, they must file a financial accountability supplement with their annual return.

How to calculate the Public Interest Score (PIS) of a company or close corporation

- a number of points equal to the average number of employees of the company during the financial year;
- one point for every R1 million (or portion thereof) in third party liability of the company, at the financial year end;
- one point for every R1 million (or portion thereof) in turnover during the financial year; and
- one point for every individual who, at the end of the financial year, is known by the company-

- in the case of a profit company, to directly or indirectly have a beneficial interest in any of the company's issued securities; or
- in the case of a non-profit company, to be a member of the company, or a member of an association that is a member of the company.

Source Companies and Intellectual Property Commission website: http://www.cipc.co.za

Does your CC follow the CC Act or the Companies Act?

If you're not 100% compliant with legislation for accounting officer duties, you'll face penalties. When the Companies Act (2008) came into effect, the Closed Corporations Act (1984) didn't fall away. The Companies Act didn't replace it either! So where does that leave your business?

Well…. The answer is that you need to follow both!

And do you need an audit?

According to the Close Corporations Act, you don't need an audit. You can use general accounting principles. For companies, you have to follow IFRS and the Companies Act. But if your CC grows the Companies Act kicks in and a full audit and IFRS or IFRS for SMEs is required

Source: FSP Business Website: http://fspbusiness.co.za/articles/accounting/do-you-know-when-and-why-you-need-to-create-financial-statements-7151.html

Do you know when and why you need to create financial statements?

Here's what to do to calculate your PIS score:

The company gets 1 point for every:

• Shareholder/partner; and

• Staff member over the entire year.

Important:

You need to look at the average of all the staff members for the entire year. So, if you have a high staff turnover, don't worry about having a high PIS score!

• Every R1 million rand of turnover (or part thereof);

Or

• Every R1 million of outside debt.

I've compiled this handy flowchart you can use to see if you need to have a review or an audit – or maybe you need nothing at all:

Source: http://practicalaccountancylooseleaf.co.za/content/aadppc2013b-does-your-cc-follow-cc-act-or-companies-act

The following links might assist the bidder to calculate the Public Interest Score (PIS)

http://statucor.co.za/public-interest-score

https://www.casewareafrica.co.za/interesting-reads/articles/calculate-your-business-s-public-interest-score/

http://www.ithembaonline.co.za/wp-content/uploads/2016/10/Public-Interest-Score-Calculator.xlsx

https://www.exceedinc.co.za/assets/dynamic/70/files/79/6/6_public-interest-score-1--nuutste-weergawe.xlsx

The following links might assist the bidder to get a better understanding of legislative requirements and the Public Interest Score (PIS)

http://www.cipc.co.za/index.php/manage-your-business/manage-your-company/private-company/compliance-obligations/financial-statements/

http://www.cipc.co.za/index.php/manage-your-business/compliance-and-recourse

https://www2.deloitte.com/content/dam/Deloitte/za/Documents/governance-risk-compliance/ZA_AuditRequirementsAndOtherMattersRelatedToTheAudit_24032014.pdf

http://www.mdacc.co.za/index.php/companies-act-and-annual-financial-statement-requirements/

T.2.2 G MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

a) Price; and
b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	**100**	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. **POINTS AWARDED FOR PRICE**

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*) Points will be allocated in line with the equity shareholding percentage of the respective directors.**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Means of Verification
TOTAL PREFERENTIAL POINTS	**20**	**10**	
SUB-TOTAL POINTS FOR SPECIFIC GOAL 1: HDI	**10**	**5**	
Business owned by 51% or more – **Black People**	4	2	CSD report / Valid BBBEE Certificate / Sworn Affidavit, Certified / Copy of Identity Documentation (ID) / Shareholder's certificate.
Business owned by 51% or more – **Women**	2	1	CSD report / Certified Copy of ID / Shareholder's certificate.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Means of Verification
Business owned by 51% or more – **Black Youth**	2	1	CSD report / Valid BBBEE Certificate / Sworn Affidavit / Certified Copy of ID / Shareholder's certificate.
Business owned by 51% or more – **Black People with Disability**	2	1	CSD report / Certified Copy of ID / Certified copy of disability certificate / Shareholder's certificate.
SPECIFIC GOAL 2: PROMOTION OF LOCAL ECONOMY	**10**	**5**	
SMMEs (An EME or QSE)	5	3	CSD report / Valid BBBEE Certificate / Sworn Affidavit, Certified.
Enterprises located within the City of Johannesburg Metropolitan Municipality	5	2	CSD report and proof of municipal account.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……..	……..
SIGNATURE	DATE
…….....	…….
POSITION	NAME OF BIDDER

T2.2 G MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

FOR DESIGNATED SECTORS, WHERE ONLY LOCALLY PRODUCED GOODS OR LOCALLY MANUFACTURED GOODS MEETING THE STIPULATED MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT, WILL BE TAKEN INTO ACCOUNT

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

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

TO BE COMPLETED AT PROJECT SPECIFIC STAGE

1. General Conditions

1.1. The Johannesburg Roads Agency Supply Chain Management Policy and MSCM Regulation 34 make provision for the promotion of local production and content and support proud SA Campaign

1.2. Johannesburg Roads Agency Supply Chain Management Policy and MSCM Regulation 34 prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and points allocation.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

LC = [1 - x / y] * 100

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

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

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

TO BE COMPLETED AT PROJECT SPECIFIC STAGE

Description of services, works or goods	Stipulated minimum threshold
Cement	100%
Steel products	100%

List of related Steel Products

Steel Products and Component for Construction	**Stipulated minimum threshold**
Steel Value-added Products • Fabricated Structural Steel • Joining/Connecting Components • Frames • Roof and Cladding • Fasteners • Wire Products • Ducting and Structural pipework • Gutters, downpipes & lauders • Bolts and nuts	 • 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100%

Steel Products and Component for Construction	**Stipulated minimum threshold**
Steel Value-added Products • Plates • Sheets • Galvanised and Colour Coated Coils • Wire Rod and Drawn Wire • Sections • Reinforcing bars	• 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100%

3. Does any portion of the goods or services offered have any imported content?

(*Tick applicable box*)

YES		NO	

TO BE COMPLETED AT PROJECT SPECIFIC STAGE

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.4 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

3. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the DTi to verify and in consultation with the AO/AA provide directives in this regard.

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

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

IN RESPECT OF BID NO. .....

ISSUED BY: (Procurement Authority / Name of Institution): .....

NB

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

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

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

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

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

TO BE COMPLETED AT PROJECT SPECIFIC STAGE

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

TO BE COMPLETED AT PROJECT SPECIFIC STAGE

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

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

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

TO BE COMPLETED AT PROJECT SPECIFIC STAGE

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

Note: VAT to be excluded from all calculations

Calculation of local content

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

Tender summary

Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value R 0

(C21) Total Exempt imported content R 0

(C22) *Total* Tender value net of exempt imported content R 0

(C23) Total Imported content R 0

(C24) Total local content R 0

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

JOHANNESBURG ROADS AGENCY (SOC) LTD

JRA 23/112

A PANEL OF SERVICE PROVIDERS FOR THE BUILDING MAINTENANCE, SERVICING, REFURBISHMENT AND RENOVATIONS ON VARIOUS JRA OWNED BUILDINGS AND EQUIPMENT WITHIN THE CITY OF JOHANNESBURG ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF THREE (03) YEARS

SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.					
(D2)	Tender description:					
(D3)	Designated Products:					
(D4)	Tender Authority:					
(D5)	Tendering Entity name:					
(D6)	Tender Exchange Rate:	Pula		EU	R 9.00	GBP R 12.00

Note: VAT to be excluded from all calculations

A. Exempted imported content

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

(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

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

(D32) Total imported value by tenderer R 0

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

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

(D45) Total imported value by 3rd party R 0

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments: Foreign currency value paid	Tender Rate of Exchange	Summary of payments: Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

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

This total must correspond with Annex C - C 23

Date:

TO BE COMPLETED AT PROJECT SPECIFIC STAGE

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

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

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of item purchased	Local suppliers	Value
	(E6)	*(E7)*	*(E8)*
		(E9) **Total local products (Goods, Services and Works)**	R 0

(E10)	**Manpower cost**	(Tenderer's manpower cost)	R 0
(E11)	**Factory overheads**	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	**Administration overheads and mark-up**	(Marketing, insurance, financing, interest etc.)	R 0
		(E13) **Total local content**	R 0
		This total must correspond with Annex C - C24	

TO BE COMPLETED AT PROJECT SPECIFIC STAGE

Signature of tenderer from Annex B

Date:

T2.2 H MBD 7.1: CONTRACT FORM - PURCHASE OF GOODS/SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution)…….……. in accordance with the requirements and specifications stipulated in bid number……..…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Proof of Tax Compliance Status;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1 ……

2. ……

DATE: ……

MBD 7.1: CONTRACT FORM - PURCHASE OF GOODS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I…… in my capacity as…….

   accept your bid under reference number ……dated……for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE …….

OFFICIAL STAMP

	WITNESSES 1. ……. 2. …….

T2.2 I MBD 7.2: CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)…… in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number…….…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (iv) Bidding documents, *viz*
   - Invitation to bid;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Declaration of interest;
   - Declaration of Bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (v) General Conditions of Contract; and
   (vi) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NOT APPLICABLE TO THIS TENDER

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2 .....

DATE: .....

NOT APPLICABLE TO THIS TENDER

JOHANNESBURG ROADS AGENCY (SOC) LTD
JRA 23/112
A PANEL OF SERVICE PROVIDERS FOR THE BUILDING MAINTENANCE, SERVICING, REFURBISHMENT AND RENOVATIONS ON VARIOUS JRA OWNED BUILDINGS AND EQUIPMENT WITHIN THE CITY OF JOHANNESBURG ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF THREE (03) YEARS

MBD 7.2: CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I……. in my capacity as……..……

   accept your bid under reference number ……dated……for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT …… ON ……..

NAME (PRINT) ……

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 ……

2 ……

NOT APPLICABLE TO THIS TENDER

T2.2 J MBD 7.3: CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE LESSOR/ SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE LESSOR/ SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

7. I hereby undertake to lease property/ purchase all or any of the goods and/or services described in the attached bidding documents from (name of institution)…….…..…… in accordance with the requirements stipulated in (bid number)……..…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.

8. The following documents shall be deemed to form and be read and construed as part of this agreement:

(vii) Bidding documents, *viz*
- Invitation to bid;
- Proof of tax compliance status;
- Pricing schedule(s);
- Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
- Declaration of interest;
- Declaration of Bidder's past SCM practices;
- Special Conditions of Contract;

(viii) General Conditions of Contract; and
(ix) Other (specify)

9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted covers the leased property/ all the goods and/or services specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.

10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

11. I undertake to make payment for the leased property/ goods/services as specified in the bidding documents.

NOT APPLICABLE TO THIS TENDER

12. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

13. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1 ……

3. ……..

DATE: ……..

NOT APPLICABLE TO THIS TENDER

MBD 7.3: CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS

PART 2 (TO BE FILLED IN BY THE LESSOR/ SELLER)

NOT APPLICABLE TO THIS TENDER

4. I…… in my capacity as……..……..

accept your bid under reference number ……dated……for the leasing of property/ purchase of goods/services indicated hereunder and/or further specified in the annexure(s).

5. I undertake to make the leased property/ goods/services available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ……ON……..

NAME (PRINT) ……

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1. ……

2. ……

T2.2 K MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

(Note that in this document, the words bid and tender, bidder and tenderer, bidder's and tenderers should be used interchangeably)

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 *audi alteram partem* rule was applied).** The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

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

CERTIFICATION

I THE UNDERSIGNED

(NAME)……**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE JRA MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE**

SIGNATURE …… DATE ……

NAME OF BIDDER …… POSITION ……

T2.2 L CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1. This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and offers.

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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[3] 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

[3] 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.

T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

T2.3 A ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL .... T.88~~T.89~~

T2.3 B RATES FOR SPECIAL MATERIALS ..... T.89~~T.90~~

T2.3 A ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL

Tenderer to supply an organogram for the management of the contract and include curricula vitae of key personnel. This curricula vitae and qualifications shall provide evidence of relevant experience of the key staff in the organogram. The personnel included here shall be used on the project unless otherwise agreed to by the engineer.

NB: THE DETAILS OF THE REQUIRED NOMINATED PERSONNEL ARE ON CLAUSE C3.8 EVALUATION CRITERIA UNDER QUALIFICATION OF ELIGIBILITY BELOW.

---------- ----------

Signature Date

T2.3 B RATES FOR SPECIAL MATERIALS

Only bitumen products will be dealt with as a special material in terms of sub clause 6.8.3 of the General Conditions of Contract. All bitumen products, as indicated in the contract data must be stated in the list below.

The rates and prices for the special materials shall be furnished by the contractor, which rates and prices shall exclude VAT but shall include all other obligatory taxes and levies.

BASE MONTH = The month prior to the month in which the closing of the tender falls

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH
Diesel (50PPM)	Litre (L)	R
Petrol (95 Octane)	Litre (L)	R
Cement	Ton (t)	R
Other 1_____		R
Other 2_____		R
Other 3_____		R
Other 4_____		R
Other 5_____		R
Other 6_____		R

NOT TO BE COMPLETED AT TENDER STAGE

* Indicate whether the material will be delivered in bulk or in containers.

When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence from the applicable refinery supplying the bitumen.

SIGNED ON BEHALF OF TENDERER:.....

THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA
PART C2 PRICING DATA
PART C3 SCOPE OF WORKS
PART C4 SITE INFORMATION

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE.....E.3

C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993.....T.7~~E.8~~

C1.3 PERFORMANCE GUARANTEE (FOR INFORMATION ONLY).....T.16~~E.17~~

C1.4 CONTRACT DATA .....E.23~~E.22~~

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

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

A PANEL OF SERVICE PROVIDERS FOR THE BUILDING MAINTENANCE, SERVICING, REFURBISHMENT AND RENOVATIONS ON VARIOUS JRA OWNED BUILDINGS AND EQUIPMENT WITHIN THE CITY OF JOHANNESBURG ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF THREE (03) YEARS

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of the Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THIS IS FOR INFORMATION ONLY

THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)

.....

.....

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

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

For the Tenderer:

Signature(s) ....

Name(s) ....

Capacity ....

Name and address of organization

.....

Signature and Name of Witness: Signature.....

Name .....

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 contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

PART C1 Agreements and contract data, (which includes this agreement)

PART C2 Pricing data

PART C3 Scope of work

PART C4 Site information

PART C5 Annexures

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The contractor shall within 14 days after receiving an appointment letter and 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 bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one copy of the fully signed original document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five 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.

For the Employer

Signature .....

Name .....

Capacity .....

Name and address of organization

JRA Head Office Building

JOHANNESBURG ROADS AGENCY

75 HELEN JOSEPH STREET

JOHANNESBURG

Signature and Name of Witness

Signature .....

Name .....

Capacity .....

Schedule of Deviations

Notes:

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

1 Subject .....

Details …….....

2 Subject ..…….....

Details …….....

By the duly authorised representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

For the Tenderer:		**For the Employer**
.....	Signature	.....
.....	Name	.....
.....	Capacity	.....
Name and address of organisation:		Name and address of organisation
.....		.....
.....		.....
.....	Witness Signature	.....
.....	Witness Name	.....
.....	Date	.....

Confirmation of Receipt

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

the …… (day) of …… (month)

20….. (year) at …… (place)

For the Contractor:

……
Signature

……..
Name

……
Capacity

Signature and name of witness:

……
Signature

……..
Name

C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993

WRITTEN AGREEMENT ON OCCUPATIONAL HEALTH AND SAFETY ENTERED INTO BETWEEN:

JOHANNESBURG ROADS AGENCY

AND

(Hereinafter referred to as the Principal Contractor)

AND

(Hereinafter referred to as the Contractor)

CONTRACTOR

(Hereinafter referred to as The Contractor)

Workmen's Compensation Number:

(Compensation for Occupational Injuries and Diseases Act)

ARRANGEMENTS AND PROCEDURES FOR CONTRACTORS ON THE PREMISES

INTRODUCTION

OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 AND ITS REGULATIONS

In terms of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 and its regulations, henceforth referred to as the OHS Act, the provision of Section 37(1) of the same act apply to ……..(CONTRACT COMPANY) henceforth referred to as the contractor, in as far as, **Johannesburg Roads Agency** shall not be responsible or liable for the actions or inaction's whatsoever in contravention of the OHS Act taken by the employees of the contractor, in the fulfilment of the contract undertaken by the contractor.

As an **employer in your own right**, you, the contractor are obliged to comply with all the provisions of the Occupational Health and Safety Act (Act no. 85 of 1993) while on the premises of **Johannesburg Roads Agency** you shall also be required to comply with the conditions and SHE Specification of **Johannesburg Roads Agency**

Johannesburg Roads Agency hereby reserves the right to stop any contractor from executing construction activity which poses threat to health and safety of persons and that is in contravention of the OHS Act which has come to the attention of **Johannesburg Roads Agency** until satisfied that such contravention has been rectified. Non-compliance to **Johannesburg Roads Agency** arrangements and procedures will adversely affect future contracts, while serious non-compliance may lead to immediate expulsion from the premises.

A. REQUIREMENTS, ARRANGEMENTS AND PROCEDURES FOR CONTRACTORS

INSURANCE

1.1.1 The Contractor and its subcontractors warrants that it has the following insurance cover which shall remain in force whilst on the Project, or which shall remain in force for the duration of the contractual relationship between the Contractor and Principal Contractor, which ever period is the longest;

(a) Compensation Registration covering all occupational injuries and diseases and the cover must be paid up for the duration of the Project. Proof of this cover must be

provided to the Principal Contractor in the form of a Letter of Good Standing from either the Compensation Commissioner or relevant insurance fund managers.

(b) Adequate Public Liability insurance cover in relation to the work undertaken.

(c) Any other insurance cover that will adequately make provision for any losses and/or claims arising from its subcontractors and/or their respective employees and/or omissions whilst on the Project.

1.2 ADMINISTRATION

1.2.1 The Contractor and its subcontractors shall ensure that it has an updated copy of the applicable legislation on the Project at all times and that this copy is accessible to all employees. The Principal Contractor will also keep an updated copy on the Project for viewing by any Contractor.

1.2.2 The Contractor and its subcontractors shall ensure that a SHE File is implemented and maintained for the duration of the Project. This file must contain all relevant documentation pertaining to SHE related issues such as appointments, risk assessments, accident procedures, incident investigations, training records, registers, check lists, safety meeting minutes and other SHE related documentation.

1.2.3 The Principal Contractor, Contractor and its subcontractors shall also permit a representative from Johannesburg Roads Agency to view and inspect the file from time to time as determined by the Project requirements.

1.2.4 The Principal Contractor, Contractor and its subcontractors shall also keep the OHS Projects site instruction book for the period of the project.

1.3 SUPERVISION / APPOINTMENTS

1.3.1 The Contractor and its subcontractors shall ensure that all work performed is done under the supervision of trained and competent persons.

1.3.2 The Contractor and its subcontractors shall appoint a Construction Work Supervisor in terms of the applicable legislation. This appointed person will responsible to ensure that all SHE requirements are implemented and adhered to on the Project.

1.3.3 The Contractors appointed Construction Work Supervisor will also be required to attend all scheduled SHE meetings of the Project.

1.3.4 The Contractor and its subcontractors shall further ensure that all other legislative appointments are implemented and maintained for the duration of the Project and that

those employees appointed have the necessary training and experience to meet those requirements.

1.4 TRAINING

1.4.1 The Contractor and its subcontractors shall ensure that all its employees are adequately trained and experienced to perform their work. Where semi-skilled employees are employed, adequate supervision must be available to maintain standards of work and to ensure compliance with SHE standards on the Project.

1.4.2 The Contractor and its subcontractors shall ensure that all its employees are in possession of valid licenses and/or certificates of the correct code where machinery or plant is utilized. Proof of these licenses and/or certificates will be kept in the Contractors SHE File.

1.5 ACCIDENT MANAGEMENT

1.5.1 The Contractor and its subcontractors shall ensure that suitable first aid facilities are provided for the work to be performed. The number of first aid facilities and type of equipment will also be determined by the legislative and Project requirements.

1.5.2 Should the Contractor or its subcontractors utilize the Principal Contractors first aid facilities then this needs to be agreed upon in writing. Costs of first aid equipment will then be charged to the Contractor at the discretion of the Principal Contractor.

1.5.3 The Contractor and its subcontractors shall ensure that a suitable Accident Procedure is drawn up for the duration of the Project. This Accident Procedure must be submitted to Johannesburg Roads Agency and must contain the names of all emergency contact persons and contact numbers.

1.5.4 All injuries, illness and environmental incidents shall be reported to Johannesburg Roads Agency and investigated in terms of the requirements contained in the SHE specification.

1.5.5 The Contractor will be responsible to inform the Department of Labour and of any Serious or Reportable Incidents which may occur in terms of the applicable legislation. All correspondence to the Department of labour regarding these incidents must be copied and submitted to Johannesburg Roads Agency.

1.5.6 The Contractor shall ensure that a monthly report in the prescribed format, is submitted to Johannesburg Roads Agency no later than 12:00 pm on the last working day of each month.

1.5.7 Emergency Evacuation Procedure. A Standard Emergency Evacuation Procedure must be developed by the Contractor in accordance with the Emergency Evacuation Procedure of

the Principal Contractor. A Clients specific Evacuation Procedure will take preference over the standard evacuation procedure. Details of the Emergency Evacuation Procedure will be displayed in all prominent work areas.

1.5.8 To promote the awareness of the emergency numbers the lists will also be displayed in all prominent areas.

1.5.9 Employers Report of Accident Forms. In the unfortunate case of a person being injured and requiring medical attention then the standard "Employers Report of Accident" form will be completed accordingly. Sufficient blank copies will be kept at the Contractors offices. As per the accident procedure copies will be sent to the medical practitioner and Johannesburg Roads Agency OHS Department. A copy will also be kept on the Contractor SHE file.

1.6 HEALTH & SAFETY REPRESENTATIVES

1.6.1 The Contractor and its subcontractors shall ensure that an adequate number of health and safety representatives are appointed and trained, as per the requirements of the applicable legislation and/or Project SHE requirements. As a guideline one Health & Safety Representative should be appointed for every 50 employees.

1.6.2 The Contractor and its subcontractors shall ensure that regular internal SHE meetings are conducted and attended by the appointed Health & Safety Representative. The frequency of these meetings must be determined by the work activities performed along with the duration of the Project and in line with the requirements contained in the SHE Specification

1.6.3 The Contractor and its subcontractors shall keep records of these meetings in the SHE File along with the attendance records.

1.6.4 The Principal Contractor may instruct the Contractor for its Health & Safety Representative to attend the main Project SHE meetings.

1.7 MACHINERY

1.7.1 The Contractor and its subcontractors shall ensure that all the plant, machinery or equipment they wish to utilise on the Project is of sound order and fit for the purpose for which it is intended and that it complies to all applicable legislative requirements.

1.7.2 The Contractor and its subcontractors shall ensure that all the plant, machinery or equipment is suitably guarded by means of insulation, fencing, screening or guarding. Further to this all safety equipment in relation to the plant, machinery or equipment is in a suitable and working condition.

1.7.3 The Contractor and its subcontractors shall ensure that all employees operating or utilising such plant, machinery or equipment are suitably trained, experienced and are aware of the dangers involved.

1.7.4 The Contractor and its subcontractors shall not permit unqualified employees to work on moving or electrically live machinery. Isolation Procedures must be implemented and adhered to by all.

1.7.5 Devices to start and stop machinery must be clearly labelled and in working order on all plant, machinery and equipment. Warning signs of relevant dangers must also be clearly visible.

1.8 HOUSEKEEPING / CLEANLINESS

1.8.1 The Contractor and its subcontractors shall ensure that the area where the work is performed is at all times maintained to a reasonable practicable level of cleanliness. Further to this the following must be addressed:

(a) adequate care is taken to ensure correct storage and stacking of articles and material;
(b) regular refuge removal is maintained;
(c) the working area around machinery is clean and demarcated;
(d) no articles or material are disposed of from any height without the necessary precautions taken.

1.8.2 The Principal Contractor reserves the right to clean up after any Contractor who fails to adhere to these housekeeping requirements and to charge the Contractor accordingly.

1.9 GENERAL SHE REQUIREMENTS

The Contractor and its subcontractors shall ensure that:

1.9.1 All employees are issued with the appropriate PPE and that they are trained in the correct use thereof.

1.9.2 Employees are medically fit for the purposes of the work they are to perform.

1.9.3 All security measures implemented on the Project are adhered to and that random searching may be carried out.

1.9.4 All signs and notices implemented on the Project are adhered to and not damaged in any way.

1.9.5 Suitable firefighting equipment is made available and employees are trained in the safe use thereof.

1.9.6 No large volumes of flammable substances are stored and suitable precautions are taken to store those that are.

1.9.7 Suitable measures are in place with regards to sanitation, changing facilities, eating facilities and drinking water.

1.9.8 Measures are taken to reduce any environmental impairment with regards to noise, ground, air and water pollution.

1.9.9 Suitable lighting is provided in all darkened working areas.

1.9.10 No employees are permitted to enter/work on the Project while under the influence of any intoxicating substance.

1.9.11 No machinery, article, substance, plant or PPE belonging to the Principal Contractor is used without permission.

1.9.12 No illegal immigrants are employed under their supervision on the Project.

Without derogating from the generality of the above requirements and notwithstanding the applicable legislation, the Contractor and its subcontractors shall ensure the following:

(a) The provisions of a safe and healthy working environment;
(b) The provisions of a safe and healthy system of work, plant and machinery;
(c) The identification of the prevalent hazards to health and safety and the precautionary measures to be taken;
(d) The provisions of the necessary information, instructions and training;
(e) The enforcement of the established precautionary measures;
(f) Informing employees on their scope of authority;
(g) Making employees conversant with the identified hazards and precautionary measures;
(h) Ensuring that no employee is victimized as a result of adhering to these requirements.

Johannesburg Roads Agency reserves the right to request immediate correction of any non-compliance identified in terms of this Agreement by the Contractor and its subcontractors during the performance of the work on the Project. Johannesburg Roads Agency further reserves the right to stop any work that does not comply with the SHE standards and without any cost to the Principal Contractor. This Agreement places the onus on the Contractor to

contact Johannesburg Roads Agency in the event of the inability to perform as per this Agreement.

1.10 Contractor's SHE specification

1.10.1 Johannesburg Roads Agency supplied the Contractor with a SHE Specification information the contractor of the potential occupational health and safety hazards and risks and environmental aspects and impacts emanating from the activities. The SHE Specification furthermore contains the requirements under which the Contractor is required to operate. By signing this agreement, the Contractor reiterates its commitment to compliance and will operate within the requirements of the provided SHE Specification and any contravention of any requirement will not be deemed authorized **by Johannesburg Roads Agency.**

1.11 Assurance on compliance to applicable legislative requirements

1.11.1 The Mandatary is obliged to compile and provide evidence of compliance to applicable legislative requirements, on request to **Johannesburg Roads Agency** (Employer). As a minimum requirement, evidence of compliance to the following legislation should be readily available:

- Administrative Adjudication of Road Traffic Offences Act (Act 46 of 1998)(as from date of promulgation);
- Regulations i.t.o. the Atmospheric Pollution Prevention Act (Act 45 of 1965), with regard to smoke emissions on diesel driven vehicles;
- Basic Conditions of Employment Act (Act no. 75 of 1997);
- Compensation for Occupational Injuries and Diseases Act (Act no. 130 of 1993);
- Labour Relations Act (Act no. 66 of 1995);
- Mine Health and Safety Act (Act no. 29 of 1996), where applicable;
- National Environmental Management Acts (Act no. 107 of 1998);
- National Environmental Management: Waste Act (Act no. 59 of 2008);
- National Road Traffic Act (Act 54 of 1971);
- Occupational Health and Safety Act (Act no. 85 of 1993);

1.12 Assurance on Mandatory internal "Employer – Employee relationship management"

1.12.1 As a minimum requirement, the Mandatory will compile a Code of Conduct / Disciplinary Code regulating the "Employer – Employee" Relationship and will implement the processes of the Code of Conduct / Disciplinary Code whenever a transgression / contravention of site specific SHE rules or legislative requirements are identified.

B. INDEMNIFICATION

The contractor hereby certifies that all contracting workmen recognize the inherent hazards that exist on the premises of **Johannesburg Roads Agency** and that the Contractor:

1. Enters the property entirely at his/her own risk and therefore the Contractor waives any claim of whatsoever nature against **Johannesburg Roads Agency**, its employees, agents and/or mandataries in respect of any loss, damage and/or injury whether same is the result of any negligent act or omission on the part of **Johannesburg Roads Agency**, its employees, agents and/or mandataries or other independent contractors or by a third person or by way of defective equipment or materials supplied by the company, and further the Contractor;

2. Hereby indemnifies **Johannesburg Roads Agency**, its employees, agents and/or mandataries against any claims from the Contractor's employees and/or from any other person, arising and being caused in the manner set out above.

C. BREACH OF AGREEMENT

Should the Contractor fail to comply with any term of this Agreement, **Johannesburg Roads Agency** may demand compliance in writing from the defaulting party. Should the defaulting party fail to comply within 7 (seven) days of receipt of said demand, **Johannesburg Roads Agency** may suspend the work of the Principal Contractor until such time the noncompliance is resolved or corrected.

D. TERMINATION

As per GCC 2015 and amendment in line with the special conditions of the contract.

I, …….(Authorized Persons Name) the Contractor, do hereby declare that my company ……..(CONTRACT COMPANY) acknowledges having read and understood the conditions contained in this legal document and furthermore, our employees agree to abide by these conditions.

PRINCIPAL CONTRACTOR			
NAME	DESIGNATION	DATE	SIGNATURE
CONTRACTOR			
NAME	DESIGNATION	DATE	SIGNATURE
JOHANNESBURG ROADS AGENCY			
NAME	DESIGNATION	DATE	SIGNATURE
WITNESS (1)			
NAME	DESIGNATION	DATE	SIGNATURE
WITNESS (2)			
NAME	DESIGNATION	DATE	SIGNATURE

C1.3 PERFORMANCE GUARANTEE (Not applicable at this stage)

Notes:

1. Institutions issuing performance guarantees must be registered with FSCA

2. Institutions issuing performance guarantees must be approved by FSCA for short term insurance commercial lines
3. If the guarantor is not registered and approved as per item 1 and 2 above then the performance guarantee will be rejected.

PERFORMANCE GUARANTEE

WHEREAS the Johannesburg Roads Agency (Pty) Limited

(hereinafter referred to as "the Employer") entered into a Contract with

_____

(hereinafter called "the Contractor") on the …… day of ……..

(Description of project to be included)

at the City of Johannesburg Municipal area

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS _____

has/have at the request of the Contractor, agreed to give such guarantee.

NOW THEREFORE WE, _____

do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or any modification,

_____

variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.

2. This guarantee shall be limited to the payment of a sum of money.

3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the sum of R ……

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

_____

_____

In witness where of this guarantee has been executed by us

at _____ on this _____ day of _____ 20___

Signature _____ Date_____

Name _____

Duly authorised to sign on behalf of _____

Address _____

_____

AS WITNESSES

Witness 1

Signature _____ Date _____

Name _____

Witness 2

Signature _____ Date _____

Name _____

EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (1996) AS AMENDED. (To be printed on Contractors letter head)

APPOINTMENT IN TERMS OF SUB-ORDINATE MANAGER: REGULATION 2.6.1 IN FORCE IN TERMS OF SCHEDULE 4 OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT NO. 29 OF 1996) AS AMENDED BY THE HEALTH SAFETY AMENDEMENT ACT (ACT NO. 72 OF 1997)

I, …….. in my capacity as ……., having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Executive Manager: Roads Management who is our client, 'JOHANNESBURG ROADS AGENCY ' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulation 2.6.1** of the Act as amended, appoint …….. as Sub-Ordinate Manager of the Contractor, …….. of address, …….. and contact number, …….. on contract no **JRA……...../20..…. for the ……..……..……**

In accordance with the provisions of the Mine Health and Safety Act, 1996 (Act 29 of 1996), you are also appointed in terms of Section 7(2) of the Mine Health and Safety Act, 1996 to perform the following functions, assigned to the Mine Manager in terms of Section 7(1), 10(2) (b) and (c) and 11 (1) in so far as your area of responsibilities are concerned:-

1. You must identify the hazards, assess the risk and record the hazards to health and safety to which employees may be exposed while they are at work, and

2. To the extent that is reasonable, you must ensure that every employee is properly trained:

   a. In the measures necessary to eliminate, control and minimise those risks to health and safety.

   b. In the procedures to be followed to perform the employee's work.

3. To the extent that is reasonably practical, you must:-

   Ensure that every employee becomes familiar with the work-related hazards and risk and the measures that must be taken to eliminate, control and minimise those hazards and risks.

4. To the extent that is reasonably practical, you must:-

   Ensure that every employee under your control complies with the requirements of the Act.

   Institutes the measures necessary to secure, maintain and enhance health and safety.

   Considers and employees training and capabilities in respect of health and safety before assigning a task to that employee.

   Ensure that work is performed under the general supervision of a person trained to understand the hazards associated with the work, and who has the authority to ensure that the precautionary measures laid down by the Manager are implemented.

   You will be responsible for the control, management and direction of all the activities and employees connected with work and you are required to ensure that all such activities take place in accordance with the provisions of the Mine Health and Safety Act and the

Regulations are complied with.

You are further required to inform the Manager, …… as soon as practicable, of any breach of any provision of these Regulation, to enable him to inform the Principal Inspector of Mines, Department of Minerals and Energy, or take such steps as may be necessary.

Please acquaint yourself with the relevant Regulations, Standards and Procedures, which have a bearing on your appointment. You must ensure that you are fully conversant with the requirements of the Procedures for Reporting Accidents.

SIGNED: .....

DATE: .....

WITNESS: 1. ..... 2. .....

NAME(Print): 1..... 2. .....

I, ……..., having been appointed in terms of Regulation 2.6.1 of the act (as amended) to perform all functions entrusted to……In terms of the Act (as amended) hereby accept the above appointment.

SIGNED: .....

DATE: .....

WITNESS: 1. ..... 2. .....

NAME(Print): 1..... 2. .....

CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993), AND CONSTRUCTION REGULATIONS 2014 OR ANY AMENDMENT THERETO

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatary in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the board of directors.

An example is given below:

"By resolution of the board of directors passed at a meeting held on …….....…….. 20.…,

Mr//Ms …….....…….. whose signature
appears below, has been duly authorized to sign the AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993), AND CONSTRUCTION REGULATION (2014) OR ANY AMENDMENT THERETO on behalf of

…….....
.....

SIGNED ON BEHALF OF THE COMPANY:

Signature _____ Date _____

Name _____ Capacity _____

AS WITNESSES

Witness 1

Signature _____ Date _____

Name _____

Witness 2

Signature _____ Date _____

Name _____

C1.4 CONTRACT DATA

C1.4.1 CONTRACT DATA (CONDITIONS OF CONTRACT)

The Conditions of Contract are the GENERAL CONDITIONS OF CONTRACT 2015, 3rd Edition issued by the *SAICE.*

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works 3rd Edition (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract and should be read together with Variations and Additions to the Conditions of Contract as well as data provided by the Employer. An addition to the General Condition of Contract, named, Dealing with the effects of COVID-19 in the ambit of the SAICE Suite of GCC Contracts, Version 2, April 2020 published by the South African Institution of Civil Engineering, its latest version will also be considered.

Copies of these conditions of contract may be obtained from the South African Institutions of Civil Engineering (SAICE), Tel no: (011) 805-5949, Private Bag X200, Halfway House, Midrand, 1685 and Bidders, Contractors and Sub-contractors shall bear all expenses in this regard. Copies of the additional document, Dealing with the effects of COVID-19 will be attached to this Contract, any revisions will be obtained from SAICE.

CONDITIONS OF SUB-APPOINTMENTS

All sub-appointments for the execution of construction works to be according to the requirements of General Conditions of Contract for Construction Works 3rd Edition (2015) and Johannesburg Roads Agency procurement procedures.

The main Contractor is to appoint local sub-contractors (SMMEs) through clear and transparent procurement process that will be approved by Johannesburg Road Agency, to undertake the execution of the works that are required in this bid to complete the project.

The Contractor shall, guide, assist and supervise all eligible potential SMMEs intended for the Works. The Contractor shall employ on a full-time basis a SMME Foreman on the Contract who will manage the SMMEs and report on progress. The SMMEs Foreman must be adequately experienced with SMME work and the development thereof and will be subject to the approval of the Employer. The SMMEs Foreman's roles and responsibilities are detailed under Particular Conditions of Contract. The provision of an SMME Foreman will deemed to be included in the time related Preliminary & General charges.

C1.5: CONTRACT DATA

C1.5.1: CONDITIONS OF CONTRACT

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C1.5.1.1 GENERAL CONDITIONS OF CONTRACT C21

C1.5.1.2 SPECIAL CONDITIONS OF CONTRACT C21

C1.5.1.2.1 GENERAL C21

C1.5.1.2.2 AMENDMENTS TO THE GCC 2015 C21

C1.5.1 CONDITIONS OF CONTRACT

C1.5.1.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works, Third Edition, 2015", issued by the South African Institution of Civil Engineering (abbreviated title: "GCC 2015").

It is agreed that the only variations from the GCC 2015 are those set out hereafter under "C1.5.1.2 SPECIAL CONDITIONS OF CONTRACT".

C1.5.1.2 SPECIAL CONDITIONS OF CONTRACT

C1.5.1.2.1 GENERAL

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

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

C1.5.1.2.2 AMENDMENTS TO THE GCC 2015

SCC 1.1 Definitions

"SCC 1.1.1.35 "Targeted Enterprise" means an enterprise as defined under section C3.3."

SCC 4.1.1 Extent of Contractor's obligations

"If the Contractor fails to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprises and local SMME contractors in terms of Section C3.3 for Procurement and Particular Specifications in Part C3: Scope of Works, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement."

SCC 6.2 Security

SCC 6.2.1 Delivery of security

In the last two lines of Clause 6.2.1, delete the words "the type of security for the due performance of the Contract, as selected in the Contract Data" *and replace them with the words* "a fixed performance guarantees as security for the due performance of the Contract in accordance with the Contract Data Part A: Data Provided by the Employer"*.*

"SCC 6.2.2 Contractor failing to provide security.

Delete the entirety of this Clause 6.2.2 and replace it with the following:

"If the Contractor fails to provide the required fixed performance guarantee within the time period stipulated in the Contract Data, or if the performance guarantee shall differ substantially from the pro forma, The Employer reserves the right to terminate the Contract in terms of Clause 9.2."

SCC 6.2.3 Validity of performance guarantee

Delete the entirety of the first sentence of Clause 6.2.3 and replace it with the following:

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

Additional Special Conditions of Contract

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

SCC 1.1 Definitions

"SCC 1.1.1.5 "Commencement Date" means the date 7 calendar days after the date that the recommendation letter for the appointment of Community Liaison Officer has been issued to the Contractor by the employer's agent and/or by mutual agreement between the contractor, employer's agent and employer.

"SCC 5.3.1 Commencement of the Works

Upon the Employer's Agent's instruction, the Contractor shall, save as may be otherwise provided in the Contract, or be legally or physically impossible, commence carrying out the Works. Such instruction shall be provided not later than 7 days after the Commencement Date. Such instruction shall be subject to:

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

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

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

SCC 5.3.2 Unacceptable Documentation

The time to submit the documentation (As indicated in a contract data) as per Clause 5.3.2 required before Commencement of Works is 14 calendar Days from the issue of the Appointment Letter to the Contractor by the Employer.

SCC 5.3.3 Time to instruct commencement of the Works (N/A)

Delete Clause 5.3.3 in its entirety.

SCC 5.14.4 Certificate of Completion

Add the following:

"Should the contractor fail to complete / remedy works identified in the list issued in terms of clause 5 14.2 (snag list) within the agreed timeframe the employer reserves the right to terminate the contract in terms of clause 9.2."

SCC 8.1 Protection of the Works

Add the following:

"The Contractor shall protect the Works properly and shall so arrange his operations that they pose no danger and cause the least possible inconvenience to the public and/or to vehicle and pedestrian traffic. For this purpose he shall, inter alia, provide and maintain sufficient Temporary Works road signs, lights, barricades, fencing and guarding as may be necessary or required by the Engineer and/or Employer or by any act, regulation or statutory authorities.

All operations required in connection with the execution and completion of the Works and temporary Works shall, as far as the provisions of the Contract permit, not unnecessarily or in any improper manner encroach upon the use of public roads or upon access to private property, and the Contractor hereby indemnifies the Employer against any claims, demands, damage and costs that may arise in this regard.

Compensation for such obligations shall be included in the Contractor's prices for provisional and general costs, except in as far as provision is made in the specifications for payment in respect of specific items pertaining to these obligations."

SCC 9.2 Termination by Employer

Please add the following:

"Clause 9.2.1.3.9: The contractor has failed to complete / remedy works identified in the list issued in terms of clause 5.14.2 (snag list) within the agreed timeframe."

Please add the following at the end clause 9.2.1:

"The contractor will be barred from participating on any panel and from submitting tenders for any new work at the JRA for a period of 12 months from termination date due to poor performance or any other relevant clause which allows the employer to terminate the contractor."

PART 1. C1.4.2: CONTRACT DATA

PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

Clause	Data
1.1.1.13	The Defects Liability period is **twelve (12) months**.
1.1.1.14	The time for achieving Practical Completion is **TBC** from the Commencement Date, including non-working days and special non-working days.
1.1.1.15	The name of the Employer is **Johannesburg Roads Agency (Pty) Ltd**.
1.1.1.16	The name of the Employer's Agent is **TBC**
1.1.1.26	The Pricing Strategy is re-measurement contract and is subject to escalation.
1.2.1.2	The address of the Employer is:

Clause	Data
	Address (physical): 75 Helen Joseph (formerly President) Street, Johannesburg, Gauteng, 2001 Address (postal): Private Bag X70, Braamfontein, 2017 Contact person: Supply Chain management (SCM) Telephone: **011 298 5000** e-mail: **tenderenquiries@jra.org.za**
1.2.1.2	The address of the Employer's Agent is **N/A.** It will be confirmed on the specific projects.
3.2.3	The Employer's Agent requires specific approval of the Employer for any expenditure in excess of the Contract Value, this includes any increase in amount to pay items. This approval must be obtained prior to any work that will attract additional expenditure is done. For sums provided for in the Bill of Quantities (Provisional Sums), the Employer's Agent is expected to provide a detailed design report to the Employer detailing the work to be done and paid against any Provisional Sum, prior to issuing any instructions to the Contractor. The instruction to the Contractor shall only be issued after the Employer's approval.
Clauses 4.1.1 and SCC 4.1.1:	The penalty for failing to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprises and local SMME contractors in terms of Part G: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value.
Clauses 5.3.1 and 5.3.2:	SCC 5.3.1 Upon the Employer's Agent's instruction, the Contractor shall, save as may be otherwise provided in the Contract, or be legally or physically impossible, commence carrying out the Works. Such instruction shall be provided not later than 7 days after the Commencement Date. Such instruction shall be subject to: SCC 5.3.1.1 The timely submission by the Contractor, and approval by the Employer's Agent, of documentation required before commencing to carry out the Works and before the Employer applying for a permit to do construction work, as set out in the Contract Data, SCC 5.3.1.2 Application by the Employer for a permit (if applicable) to do construction work in terms of Regulations 3(1) and (2) of the Construction Regulations 2014, and SCC 5.3.1.3 Receipt by the Employer of the permit to do construction work if applicable.

Clause	Data
Clauses SCC 5.3.1 and SCC 5.3.2:	SCC 5.3.2 The time to submit the documentation as per Clause 5.3.2 required before Commencement of Works is 14 calendar Days from the issue of the Appointment Letter to the Contractor by the Employer. The documents required before commencing to carry out the Works: • Health and Safety Plan/File (refer to Clause 4.3) • Initial Programme and Cashflow (refer to Clause 6.2) • Performance Guarantee (refer to Clause 6.2) • Insurance (refer to Clause 8.6) • Compensation of Injuries and Diseases (COID) Letter of Good Standing • Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2015 and to paragraph E9. CONTRACTOR'S RESPONSIBILITIES in Part E of C3.3 Particular Specifications). **The Contractor must comply with the Provisions and Contractual Arrangements of the Occupational Health and Safety Act (OHSA), as well as the National Environmental Management Act (NEMA): Waste Management.** **The Contractor must comply with the latest versions of the COVID-19 Occupational Health and Safety measures in workplaces, detailed in the Government Gazette No. 43257 dated 29 April 2020 and SAFCEC guideline: Protection of workforce during COVID-19.** **Failure for the main contractor to pay local sub-contractors or SMMEs, the JRA reserves the right to make such payments directly and to recover all the associated costs from the main contractors as well as a 20% handing fee of the amount paid.** **In addition, failure to for main contractors to pay sub-contractor the JRA reserves the right not to appoint the contractor for future projects within the panel.** The documents required by the Employer to apply for a permit to do construction work (If Applicable) in terms of Regulations 3(1) and (2) of the Construction Regulations 2014: • Temporary works designer's appointment duties in terms of Regulation 6(2) as have been agreed upon plus proof of registration with ECSA [CR 3(5)(b)(iii) read with CR 5(1)(e) and CR 6(2)]; • Evidence that the contractor has made adequate provision for the cost of Health and Safety, i.e., Bill of quantities [CR 3(5)(b)(iii) read with CR 5(1)(g)]; • Evidence that the Principal contractor has the necessary competencies to carry out

Clause	Data
	construction work safely, viz., schedule of activities, relevant appointments and proofs of competency [CR 5(1)(h)]; • Valid Letter(s) of Good Standing for the appointed Principal Contractor(s) [CR 3(5)(b)(ii) read with CR 5(1)(j)].
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Work and Site Information, as well as other City of Johannesburg Service Authority appointed contractors.
5.8.1	The non-working days are Sundays. The special non-working days are the construction industry year end break, all foreseeable statutory election days as declared by National Government, and the following statutory public holidays as declared by National Government: New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill. The construction industry year end break commences on the first working day after 12 December and ends on the first working day after 5 January of the following year.
5.13.1	The penalty for failing to complete the Works at the Due Completion Date is 0,07% of the Contract Sum per day. The Contractor is to note that delay penalties, in addition to monies still owed to the Contractor (including retention monies) and the Guarantee, shall effectively be used to address additional costs incurred by the Employer, such as the Engineer's construction monitoring fees and other service providers' fees and wayleave extension costs, as a result of the Works not being completed at the Due Completion Date.
Clause 5.14.1:	The requirements for achieving Practical Completion are all those for the Works to reach a state of readiness, fit for the intended purpose and occupation without danger or undue inconvenience to the Employer. The works must be safe for use by residents and motorists.
5.16.3	The latent defect period is **ten (10) years**.
6.2.1	The security to be provided by the Contractor shall be a Performance Guarantee of 10% of the Contract Sum and, 10% Retention will be deducted from every payment certificate with no limit. The Performance Guarantee is to be worded as per the document included in C1.3. The duration of the guarantee is until the issue of a Certificate of Completion.
6.5.1.2.3	The percentage allowance to cover overhead charges and profit shall not exceed 10%.
6.8.2	Contract Price Escalation is applicable to this Contract.

Clause	Data
	The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The value of "x" is TBC. The values of the coefficients are: a = TBC Labour b = TBC Contractor's equipment c = TBC Material d =TBC Fuel The urban area nearest the Site is Gauteng: Witwatersrand The base month is **TBC.** It should be noted that the base month will be in relation to the actual project allocations where a BOQ is submitted for a specific project
6.8.3	Price adjustments for variations in the costs of special materials are allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention on the amounts due to the Contractor is 10%. The limit on retention is unlimited. Guarantee in lieu of retention will not be accepted.
8.6.1	The Contractor shall provide the insurances required in terms of clauses 8.6.1.1, 8.6.1.2 and 8.6.1.3 of the General Conditions of Contract.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 20% of the Contract Sum.
8.6.1.2	Special Risks Insurance issued by SASRIA is required
8.6.1.3	The Contractor is to indemnify the Employer against any liability in respect of damage to, or physical loss of the property of any person, or injury to or death of any person due to non-compliance with the Occupational Health and Safety Act (Act 85 of 1993) 2003." **The Contractor must comply with the Provisions and Contractual Arrangements of the Occupational Health and Safety Act (OHSA), as well as the National Environmental Management Act (NEMA): Waste Management.** **The Contractor must comply with the latest versions of the COVID-19 Occupational Health and Safety measures in workplaces, detailed in the Government Gazette No.**

Clause	Data
	43257 dated 29 April 2020 and SAFCEC guideline: Protection of workforce during COVID-19.
8.6.1.5	The Contractor is to provide all additional insurances including for, but not limited to, his own employees, vehicles and equipment and plant not incorporated into the Works.
10.4.1	Dispute resolution is to first take place by means of an amicable settlement. The venue of all dispute resolution/determination shall be the Johannesburg Roads Agency (JRA)'s offices in Johannesburg.
10.4.2	If amicable settlement is unsuccessful, the dispute shall be resolved by adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one (1).
10.7	Dispute determination shall be by arbitration

ADDITIONAL CLAUSE TO THE GENERAL CONDITIONS OF CONTRACT

5.12.2.2	A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Employer's Agent, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals 25 days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.

C3.3	**CONTRACT PARTICIPATION** **(a) Contract Participation Targes** The Contract Participation Target for local subcontractors is 30% of the Contract Value excluding P&Gs and Provisional Sums. Once the scope of Provisional Sums has been confirmed the Employer reserves the right to revise the base for calculating the 30% for local subcontractors. (b) The Contract Skills Development Goals (CSDG) is 0.25% of the Contract Value excluding P&Gs and Provisional Sums. This Goal is only applicable to a CIDB grading designation of Grade 3GB or higher.

PART B: DATA PROVIDED BY THE CONTRACTOR

Clause	
1.1.1.9	The contractor is .....
1.2.1.2	The contractor's address for receipt of communication is: Telephone: ..... Facsimile: ..... e-mail:……. Address:……
5.5.1	The Works shall be completed within …….. months as proposed by the contractor.
6.5.1.2.3	The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is ……..% (Maximum 15%).
6.8.3	The rate for special materials, exclusive of Value Added Tax is to be completed in Schedule T2.3 D.

PART 2: CIDB: STANDARD FOR DEVELOPING SKILLS THROUGH INFRASTRUCTURE PROJECTS – CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)

Standard for developing skills through infrastructure contracts.

1 Scope

This standard establishes a key performance indicator;

a) in the form of a contract skills development goal (CSDG) relating to the structured workplace learning of occupational or professional learning, which enables learners to make measurable. progress towards the attainment of:

(i) a part- or full occupational qualification registered on the National Qualification Framework; or

(ii) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012); or

(iii) a national diploma registered on the National Qualification Framework; or

(iv) registration in a professional category by a statutory council listed in Table 1.

b) in the delivery, maintenance and operation of infrastructure through the performance of professional service, engineering and construction works, or design and build contracts or an order associated with such a contract and

c) sets out the methods by which the key performance indicator is established, measured, quantified and verified in the performance of the contract or the execution of an order.

2 Terms and definitions

For the purposes of this document, the following terms and definitions apply:

Allowance amount provided for in the contract or an order by the employer relating to one or more of the following:

a) the performance by the contractor of work or services that are foreseen but cannot be accurately specified at the time that the contract was entered into or the order issued;

b) work or services to be performed, or goods provided, by a subcontractor who is either nominated by the employer or is selected by the employer in consultation with the contractor after the award of the contract or the issuing of an order;

c) provision for price adjustment for inflation; or

d) other budgetary provisions intended to cover the employer's contractual risks

Definitions

artisan

a person who has been certified as competent to perform a listed trade in accordance with Section 26B.

of the Skills Development Act of 1998 (Act No. 97 of 1998)

black people

mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date

candidate

a person who is registered in a category of registration which ultimately leads to registration in a

professional category by one of the statutory councils listed in Table 1

cidb

Construction Industry Development Board, established in terms of the Construction Industry Development Board Act of 2000 (Act 38 of 2000)

class of construction works.

the class of construction works referred to in Schedule 3 of the Construction Industry Development

Regulations 2004, as amended from time to time

contract amount

financial value of the contract at the time of the award of the contract or an order at the time of issue,

including value added tax but excluding all allowances and expenses.

contract skills development credits

the number of learners employed by the contractor and placed for continuous training opportunities in a three-month period

contract skills development goal (CSDG)

the number of hours or head count of skills development opportunities that a contractor contract to provide in relation to work directly related to the contract or order, up to:

a) completion, in the case of a professional service contract.

b) the end of the service period, in the case of a service contract; and

c) practical completion, in the case of an engineering and construction works contract

contractor

person or organization that contracts to provide professional services, goods and related services, or engineering and construction works.

design and build contract.

engineering and construction works contract where both the design and the construction are the responsibilities of the same contractor

employed learner.

a learner who was in the employment of an employer prior to the commencement of the contract or execution of the order. Learners deployed from the public sector, other organisations, or other contractors for the purposes of gaining structured workplace learning shall also be considered to be an employed learner, albeit their employer remaining unchanged.

employer

person or organization entering into a contract with the contractor for the provision of professional. services, goods and related services, engineering and construction works (commonly referred to as the client)

employer's representative

person authorized to represent the employer in terms of the contract.

engineering and construction work contract

contract for the provision of a combination of goods and services arranged for the manufacture, development, extension, refurbishment, rehabilitation or demolition of a fixed asset, including building and engineering infrastructure

expenses

costs incurred by the contractor in the performance of the contract or order, which are in terms of the contract recoverable from the employer

framework agreement

agreement between an employer and one or more contractors, the purpose of which is to establish the terms of the governing orders to be awarded during a given period, with regard to price and, where. appropriate, the quantity envisaged.

mentor

a qualified and experienced person, in the case of professionals, registered person, designated to guide a learner or candidate through a structured work experience learning component of a learning programme required for the acquisition of a part or full qualification or professional designation

occupational qualification

occupational qualification registered on the National Qualifications Framework Act (Act No. 67 of 2008)

order

the instruction to carry out construction works, services or professional services under a framework. agreement

part qualification

an assessed unit of learning that is registered on the National Qualifications Framework as part of an occupational qualification

practical completion

the state of completion at the end of construction required in terms of an engineering and construction.

works contract.

professional category

a category of registration identified in Table 1, or such other category recognised by the Employer in the

application of this standard

Table 1: Categories of registration

Profession	Category of registration	Act
Architectural	Architect, Senior Architectural Technologist, Architectural Technologist or Architectural Draughtsperson	Architectural Profession Act of 2000 (Act No. 44 of 2000)
Construction Health and Safety	Construction Health and Safety Agent, Construction Health and Safety Manager or Construction Health and Safety Officer	Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000)
Construction Project Management	Construction Project Manager	
Construction Management	Construction Manager	
Engineering	Engineer, Engineering Technologist, Engineering Technician or Certificated Engineer	Engineering Profession Act of 2000 (Act No. 46 of 2000)
Landscape Architectural	Landscape Architect, Landscape Technologist, Landscape Technician or Landscape Assistant	Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000)
Planning	Planner or Technical planner	Planning Profession Act, 2002. (Act No. 36 of 2002)
Quantity Surveying	Quantity Surveyor	Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000)
Scientists	Natural Scientists	Natural Scientific Professions Act (Act No. 27 of 2003)
Surveying	Land Surveyor, Engineering Surveyor or Technician Engineering Surveyor	Professional and Technical Surveyors' Act (Act No. 40 of 1984)
Valuers	Valuer or Associate Valuer	Property Valuers Profession Act (Act No. 47 of 2000)

professional fees

financial value of a professional service contract at the time of the award of the contract or an order at the time of issue, excluding value added tax (VAT), allowances and expenses

professional service contract

contract for the provision of services with the skill and care normally delivered by professionals.

Sector Education and Training Authority (SETA)

an institution established under section 9 of the Skills Development Act, Act 97 of 1998 and which has the responsibility under this Act to register learners on learning programmes.

service contract

contract for the provision of labour or work, including knowledge-based expertise, carried out by hand. or with the assistance of equipment and plant

site

means the land or place made available by the employer, for the purposes of the contract or order, on, under, over, in or through which the works or services are to be executed

skills development agency (SDA)

an agency which performs some or all the functions set out in section 4.1.5.

statutory council

a council established as follows:

a) South African Council for the Architectural Profession, established by the Architectural Profession Act of 2000 (Act No. 44 of 2000).

b) South African Council for the Project and Construction Management Professions, established by the Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000).

c) Engineering Council of South Africa, established by the Engineering Profession Act of 2000 (Act No. 46 of 2000).

d) South African Council for the Landscape Architectural Profession, established by the Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000).

e) South African Council for the Quantity Surveying Profession, established by the Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000).

f) South African Council for Professional and Technical Surveyors, established by the Professional and Technical Surveyors' of 2000 (Act No. 40 of 1984).

g) South African Council for Planners, established by the Planning Professions Act of 2002 (Act No. 32 of 2002).

h) South African Council for Natural Scientific Professions, established by the Natural Scientific Professions Act (Act No. 27 of 2003); or

i) South African Council for the Property Valuers Profession, established by the Property Valuers Profession Act (Act No. 47 of 2000)

structured mentorship

mentorship provided by a person who is registered in a suitable category of professional registration by a professional body or statutory council who leads and directs a candidate towards professional. registration

structured workplace learning

component of learning in an occupational qualification or work placement for a trade or professional designation whereby a learner is mentored by a suitably qualified, and where required, registered mentor in the application and integration of the knowledge and practical skills learnt, under supervision, in the actual context of a workplace in accordance with the prescripts set by the relevant qualifying authority, professional body or statutory council

Sub-total

financial value of the all the items in the Bills of Quantities or Schedule of Rates or Pricing Schedule, excluding value added tax, allowances and expenses.

supervisor

a supervisor is a person in the particular workplace charged with the responsibility of allocating workplace tasks to a learner that are aligned to the prescriptions of their learning programme and of overseeing and reporting on that learning using a formally agreed record keeping system

Tender sum

the overall pricing figure proposed by a tendering contractor in accordance with the tender pricing. document

unemployed learner

a learner who was not in the full-time employment of the contractor prior to the commencement of the contract or execution of the order and is appointed by the contractor or SDA on a limited duration employment contract linked to the prescriptions of a structured workplace learning programme. Their

conditions of employment shall not be less favourable than those set out for such learners on learnerships set out in section 18 (3) of the Skills Development Act (Act 97 of 1998)

work integrated learning.

the workplace learning component required by learners completing a national diploma or bachelor. degree at a University of Technology or Comprehensive University

3 Requirements

3.1 Contract skills development goal (CSDG)

3.1.1 The contractor shall attain or exceed the contract skills development goal in the performance. of the contract or the execution of an order

3.1.2 The contract skills development goal shall be expressed as in 3.1.2.1 for engineering and construction works, design and build and services contracts, and as in 3.1.2.2 for professional services contracts.

3.1.2.1 In the case of engineering and construction works contracts, design and build contracts and services contract the contract skills participation goals, expressed in Rand, shall be no less than the sub-total multiplied by a percentage (%) factor given in Table 2 for the applicable class of construction works used in the application of the Construction Industry Development Regulations, issued in terms of the Construction Industry Development Board Act of 2000

Table 2: Contract skills development goals for different classes of engineering and construction works contracts

Class of construction works as identified in terms of Regulation 25(3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	**Description**	
CE	Civil engineering	0.25
CE or GB	Civil engineering or General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (Infrastructure)	0.25
GB	General Building	0.50
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

Example 1: The sub-total of the tender sum for an engineering and construction works contract in the GB class of construction works is R65,7m. The contract skills development goal in Rands is R65,7m x 0.5% = R328 500.

3.1.2.2 In the case of professional services contracts the contract skills development goals, expressed in hours, shall be not less than the professional fees in millions of Rand multiplied by 150.

Example 2: The contract amount for a professional services contract is R5.6 m. The contract skills development goal in hours is R5.6m x 150 = 840 hours.

3.1.2.3 The number of hours for the contract skills development goal shall be revised as the need arises and be published in a Gazette notice.

3.1.3 Where required in terms of the contract or order, a specified proportion of the learners and candidates shall be selected from persons in the employ of the state who meet the relevant eligibility criteria for the relevant programme.

3.2 Achieving the contract skills development goal (CSDG)

3.2.1 The contractor shall achieve the measurable contract skills development goal by providing. opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

Method 1: structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification.

Method 2: structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public TVET college qualifications.

Method 3: work integrated learning opportunities for University of Technology or Comprehensive

University students completing their national diplomas.

Method 4: structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 above.

3.2.2 Employed learners may not account for more than 33 percent of the contract skills development. goal.

3.2.3 Not more than one method may be applied to any individual concurrently in the calculation of the contract skills development goal.

NOTE: The principle is that an individual can only be counted once towards the CSDG.

3.3 Contract skills development goal credits

3.3.1 Contract skills development credits will not be awarded for learners enrolled as beneficiaries of other funded or subsidised programmes.

i. In the case of engineering and construction works, design and build and services contracts:

a) The contract skills development goals shall be granted by multiplying the number of people employed by the contractors and placed for continuous training opportunities in a three-month period by the notional values contained in Table 3, or as revised in a Gazette notice.

b) The contractor may source beneficiaries of the contract skills development goal from the cab Skills Development Agency (SDA).

c) All beneficiaries of the Standard must be registered with the cidb SDA.

Table 3: The notional cost of providing training opportunities per quarter

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
Method 3					
P1 and P2 learners, or a 240 credits qualification	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 360 credits qualification	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 480 or more credits qualification	R47 000	R20 000	R4 500	R71 500	R20 000

*Additional provisions include provisions for personal protective equipment, insurance, medical assessments, course fees and trade tools (where applicable) assessment, moderation and monitoring of learners.

NOTE:
i) Where an unemployed learner is employed directly by the contractor, the contractor shall pay the stipend directly to the learner
ii) Where an unemployed learner is sourced through an SDA, training provider or skills development facilitator, the contractor may pay the stipend to the SDA, training provider or skills development facilitator who in turn will pay the learner
iii) The notional cost of providing training opportunities will be reviewed as and when required. The new, revised costs will be published as revised in a Gazette notice.

ii. Credits towards the contract skills development goal for professional services contracts shall be granted by summating the hours of structured workplace learning opportunities provided to P1 and P2 learners as well as professional candidates in accordance with this standard.

3.3.3.1 No more than 45 hours may be claimed per week for any individual.

3.3.3.2 Contract skills development goal credits shall be reduced to the extent that they fail to comply. with the requirements of this standard.

3.4 Denial of credits

Credits towards the contract skills development goal shall be denied, should:

a) the opportunities are not provided on site or the opportunities cannot be directly linked to the contract or order.

b) there be a failure to register all beneficiaries of the Standard with the cidb SDA.

c) there be a failure to submit a copy of the final contract compliance training report, within 30 days of practical completion;

d) the following not be provided:

1) the required contract compliance baseline plan, an interim contract compliance report or a final contract compliance report.

2) the required mentorship plan for a candidate.

3) the required training plan for learners;

4) the training reports covering a period.

5) the required records, specified documents and signatures.

6) the structured mentorship in accordance with the requirements of the applicable professional body, statutory council or qualifying authority;

7) the structured workplace learning, in accordance with the curriculum requirements of the part qualification or occupational qualification or prescription for professional registration for which the learner is registered;

e) conditions of employment and rates of allowances for learners not be in accordance with legislative provisions; and

f) the contractor not maintain the required training records, or an audit reveals that there is insufficient information to substantiate claims for credits.

g) the contractor claims credits for learners enrolled as beneficiaries on programme that is funded or subsidised from another source.

h) the contractor fails to provide sufficient evidence of disciplinary actions taken against a learner who fails to present their interim reports or credentials for assessment, when they have had sufficient structured work experience or structured mentorship to do so.

4 Compliance with requirements

4.1 General

4.1.1 The contractor shall:

a) within 30 days of the contract coming into effect or the issuing of an order, submit to the employer's representative a contract compliance baseline training plan, taking into account the skills mix and type of workers that are to be engaged.

b) at intervals not exceeding three (3) months, submit to the employer's representative interim contract compliance training reports; and

c) shall within 30 days of reaching completion, end of the service, the delivery date for all work required or practical completion in the case of professional service, design and construct contracts, and engineering and construction works contracts, respectively, submit to the employer's representative a final contract compliance training report

4.1.2 The information contained in the final contract compliance training report shall include the contract skills development goal achieved (in Rands or in hours) in the performance of the contract and a breakdown of the goal achieved in respect of the following:

a) the name and contact details of the SDA, (where applicable)
b) the skills mix and skill types achieved on the contract; and
c) the names, Identity numbers and period of employment of each beneficiary.

4.1.3 The contractor shall keep records of the hours worked and registration particulars in compliance with this standard. The contractor shall allow the employer's representative to inspect or audit such training records at any time.

4.1.4 The employer's representative shall undertake suitable random audits on records to confirm. compliance with requirements.

4.1.5 The learners shall be directly employed by the contractor or SDA and the contractor may enter. into a contract agreement with the cidb SDAs, training provider or skills development facilitator of their choice, participating in the implementation of this standard, enabling such contractor to:

a) prepare training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes;
b) register learners with the appropriate Sector Education and Training Authority, established in terms of the Skills Development Act of 2008 (Act 37 of 2008);
c) manage learner registration with appropriate trade testing authorities as well as preparation for the trade test;
d) liaise with the supervisor to monitor onsite training progress of learners;
e) liaise with the supervisor to arrange for summative assessments at appropriate stages of the training; and
f) liaise with the supervisor to prepare reports for the employer or employer's representative.

4.2 Structured workplace learning opportunities for learners

4.2.1 Structured workplace learning opportunities shall be aligned to the curriculum requirements set for the part or full occupational qualification or professional designation for which the learner is registered.

4.2.2 A responsible supervisor will be appointed to allocate learning tasks, under the guidance of a competent person, to learners in line with their training plans.

4.2.3 Supervision associated with structured workplace learning for artisan learners shall be undertaken by an artisan in the applicable trade with a minimum of 3 years of trade specific experience. The number of artisan learners supervised by a single supervisor shall, unless otherwise permitted by the National Artisan Moderation Body, not exceed 4 at any one time.

4.2.4 Mentoring associated with structured workplace learning for learners leading to a part or full occupational qualification other than artisan learners shall be undertaken by a person qualified in the applicable discipline and having a minimum of 3 years of post-qualification experience.

4.2.5 The contractor shall, within one month of commencing work directly related to the contract or order and in respect of each learner, submit to the employer's representative,

a) a workplace training plan together with name of the learner's mentor and/or supervisor.
b) proof of registration as a learner with the relevant SETA where applicable;
c) a copy of the mentorship agreement entered into with the learner, or the company mentorship agreement entered into with the relevant qualified agency for method 3 and method 4; and
d) shall, within two weeks of updating and revising the workplace training plan, and at the end of the structured mentorship period, submit to the employer's representative;

(i) a quarterly progress report,
(ii) a final report (including a log of exposure and interactions with the mentor), signed off by the mentor, the supervisor and the learner, demonstrating compliance with requirements,

4.2.6 Learners shall, whenever a substantial activity or training period has been completed, be. required by the supervisor to complete training reports required by the relevant qualifying authority.

4.2.7 The mentor and supervisor shall sign off all reports and logbooks to allow the learner to move to other projects or employment and continue the path towards qualification.

4.3 Structured workplace learning for candidates

4.3.1 Mentoring associated with structured workplace learning for candidates shall be in accordance with the prescripts of the relevant professional body or statutory council.

4.3.2 The contractor shall:
a) appoint a supervisor who is actively engaged in work directly associated with the contract to issue tasks, oversee their implementation and provide input to the candidate on an on-going basis;
b) identify a suitable mentor for the candidate. If the contractor does not have an in-house mentor, the contractor shall enter into a mentoring agreement with the candidate and with an external company as required by the professional body or statutory council; and
c) issue each candidate with a portfolio of evidence file which is to be kept up to date with all the

documentation issued or prepared including the workplace training plan and all revisions.
thereof as well as copies of the logbook entries and training experience reports.

4.3.3 The mentor shall from time to time provide an updated workplace training plan for a candidate outlining the activities in which the candidate will be involved, including activities required by the relevant professional body or statutory council. The mentor shall require candidates to maintain a logbook issued by the relevant professional body or statutory council. The mentor shall sign off such logbook at quarterly presentations and progress review meetings.

NOTE: The mentor shall, where the duration of the contract or order exceeds the minimum time to register in a professional category of registration that candidates are exposed to the full range of activities and work towards assuming the full level of responsibility recommended by the relevant professional body or statutory council. This may require rotations and secondments.

4.3.4 The contractor shall, in respect of each candidate and within one month of commencing work directly related to the contract or order, submit to the employer's representative,:
a) a workplace training plan, together with name of the candidates' mentor and supervisor;
b) proof of registration, as a candidate, with the relevant professional body or statutory council;
c) a register of all beneficiaries of the Standard, enrolled with the cidb SDA;
d) a copy of the mentorship agreement entered into with the candidate, or the company mentorship agreement entered into with a professional body or statutory council and
e) shall, within two weeks of updating a workplace training plan and at the end of the structured mentorship period, submit to the employer's representative;

(i) quarterly progress reports,
(ii) a final report (including a log of exposure and interactions with the mentor), signed off by the mentor, the supervisor and the learner, demonstrating compliance with requirements,

4.3.5 Candidates shall be required by the mentor to complete training reports required by the relevant professional body or statutory council whenever a substantial activity or training period has been completed.
4.3.6 The mentor and supervisor shall, in the event of the contract ending, sign off all reports and logbooks to allow the candidate to move to other projects or employment.

5 Records

5.1 The contractor shall, in a timely manner and where a prescribed format is available, submit all the documentation required in terms of clause 4.

5.2 The employer's representative shall certify the value of the credits counted towards the contract skills development goal, if any, whenever a claim for payment is issued to the employer, and shall notify the contractor of this amount.

5.3 To satisfy the contract skills development goal, the contractor shall upon termination of the opportunities provided, certify the quantum and nature of the opportunity and shall submit the certificate, counter-certified, issued by the relevant individual to the employer's representative, for record-keeping purposes.

6 Sanctions

In the event that the contractor fails to provide a reasonable explanation to the employer for any failure to achieve the contract skills development goal, the sanctions as provided in the contract or order shall apply.

NOTE: The contract establishes the sanctions that apply. These are set out in a tender evaluation schedule, the scope of work or contract data. Sanctions where tender evaluation points are granted with respect to a tendered CSDG or where a minimum CSDG is specified are usually applied in the form of:

a) financial penalties (low performance damages), typically formulated on the difference between the contracted CSDG and the CSDG achieved in the performance of the contract; and

b) the issuing of completion certificates only after the certificates described in clause 5 are received

Annex B: Role and Function of Skills Development Agency

(Informative)

The Skills Development Agency (SDA) will provide career management and compliance reporting functions for all learners for CSDG compliance in terms of this Standard. Where the contractors provides direct employment to unemployed learners, or enrols their own employees for CSDG compliance, the

contractor shall register them with the cidb SDA.

The roles and functions of the Skills Development Agency (SDA) are summarised below.

B1 Career Management and Compliance Reporting

The contractor may enter into a contract agreement with the cidb SDA, training provider or skills development facilitator to manage their learners according to the provisions given below:

a) preparing training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes;
b) registering learners with the appropriate Sector Educational and Training Authority established in terms of the Skills Development Act of 2008 (Act 37 of 2008);
c) liaising with the supervisor to monitor onsite training progress of learners;
d) liaising with the supervisor to arrange for summative assessments at appropriate stages of the training; and
e) liaising with the supervisor to prepare reports for the employer's representative and cidb at practical completion of the contract.

The relevant training provider or skills development facilitator shall invoice the contractors for the provision of these services as per cost schedule in Table 3.

B2 Employment Intermediary

The cidb SDA may act as an employment intermediary for unemployed learners and may provide contractors with learners qualifying for participation in the CSDG, as well as managing their employment functions such as payment of stipends, workman's compensation, etc.

In such cases, the contractor shall contract directly with an SDA, training provider or skills development facilitator of their choice for the recruitment, placement and management of learners. The contractor shall pay the SDA, training provider or skills development facilitator in accordance with the notional costs provided for in this standard, or as amended by a Gazette

PART 3: PAYMENT FOR LABOUR-INTENSIVE COMPONENT OF THE WORKS

ADDITIONAL CLAUSES FOR PAYMENT FOR LABOUR-INTENSIVE COMPONENT OF WORKS

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

Applicable labour laws

The Ministerial Determination, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R347 of 4 May 2012, as adapted for the JRA, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

1. INTRODUCTION

1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a EPWP.

1.2 In this document –

(a) "department" means any department of the State, implementing agent or Contractor;
(b) "Employer" means any department, implementing agency or Contractor that hires workers to work in elementary occupations on a EPWP;
(c) "worker" means any person working in an elementary occupation on a EPWP;
(d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
(e) "management" means any person employed by a department or implementing agency to administer or execute an EPWP;
(f) "task" means a fixed quantity of work;
(g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
(h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
(i) "time-rated worker" means a worker paid on the basis of the length of time worked.

2. TERMS OF WORK

2.1 Workers on a EPWP are employed on a temporary basis.

2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a EPWP.

2.3 Employment on a EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966

3. NORMAL HOURS OF WORK

3.1 An Employer may not set tasks or hours of work that require a worker to work–

(a) more than forty hours in any week

(b) on more than five days in any week; and

(c) for more than eight hours on any day.

3.2 An Employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4. MEAL BREAKS

4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

4.2 An Employer and worker may agree on longer meal breaks.

4.3 A worker may not work during a meal break. However, an Employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An Employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

4.4 A worker is not entitled to payment for the period of a meal break. Total normal working hours per day is 8hrs. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break as per SAFSEC.

5. SPECIAL CONDITIONS FOR SECURITY GUARDS

5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6. DAILY REST PERIOD

Every worker is entitled to a daily rest period of at least twelve consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

7. WEEKLY REST PERIOD

Every worker must have two days off every week. A worker may only work on their day off to perform work, which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

8. WORK ON SUNDAYS AND PUBLIC HOLIDAYS

8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

8.2 Work on Sundays is paid at *double* the ordinary rate of pay.

8.3 A task-rated worker who works on a public holiday must be paid –

(a) the worker's daily task rate, if the worker works for less than four hours;

(b) double the worker's daily task rate, if the worker works for more than four hours.

8.4 A time-rated worker who works on a public holiday must be paid –

(a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;

(b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

9. SICK LEAVE

9.1 Only workers who work more than 24 hours per month have the right to claim sick pay in terms of this clause.

9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

9.4 Accumulated sick leave may not be transferred from one contract to another contract.

9.5 An Employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

9.6 An Employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

9.7 An Employer must pay a worker sick pay on the worker's usual payday.

9.8 Before paying sick-pay, an Employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

(a) absent from work for more than two consecutive days; or

(b) absent from work on more than two occasions in any eight-week period.

9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

9.10 A worker is not entitled to pay sick leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

10. MATERNITY LEAVE

10.1 A worker may take up to four consecutive months' unpaid maternity leave.

10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

10.3 A worker must give her Employer reasonable notice of when she will start maternity leave and when she will return to work.

10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

10.5 A worker may begin maternity leave –

(a) four weeks before the expected date of birth; or

(b) on an earlier date –

(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or

(ii) if agreed to between Employer and worker; or

(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

10.7 A worker who returns to work after maternity leave has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended**.**

11. FAMILY RESPONSIBILITY LEAVE

11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

(a) when the employee's child is born;

(b) when the employee's child is sick;

(c) in the event of a death of –

(i) the employee's spouse or life partner;

(ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

12. STATEMENT OF CONDITIONS

12.1 An Employer must give a worker a statement containing the following details at the start of employment:

(a) the Employer's name and address and the name of the EPWP;

(b) the tasks or job that the worker is to perform; and

(c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;

(d) the worker's rate of pay and how this is to be calculated;

(e) the training that the worker will receive during the EPWP.

12.2 An Employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

12.3 An Employer must supply each worker with a copy of these conditions of employment**.**

13. KEEPING RECORDS

13.1 Every Employer must keep a written record of at least the following –

(a) the worker's name and position;

(b) copy of an acceptable worker identification;

(c) in the case of a task-rated worker, the number of tasks completed by the worker;

(d) in the case of a time-rated worker, the time worked by the worker;

(e) payments made to each worker.

13.2 The Employer must keep this record for a period of at least three years after the completion of the EPWP.

14. PAYMENT

14.1 An Employer must pay all wages at least monthly in cash or by cheque or into a bank account.

14.2 ***A worker must be paid as the current SAFCEC rate per day.***

14.3 A task-rated worker will only be paid for tasks that have been completed.

14.4 An Employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the Contractor having submitted an invoice to the Employer.

14.5 A time-rated worker will be paid at the end of each month.

14,6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

14.7 Payment in cash or by cheque must take place –

(a) at the workplace or at a place agreed to by the worker;

(b) during the worker's working hours or within fifteen minutes of the start or finish of work;

(c) in a sealed envelope which becomes the property of the worker.

14.8 An Employer must give a worker the following information in writing –

(a) the period for which payment is made;

(b) the numbers of tasks completed or hours worked;

(c) the worker's earnings;

(d) any money deducted from the payment;

(e) the actual amount paid to the worker.

14.9 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it

14.10 If a worker's employment is terminated, the Employer must pay all monies owing to that worker within one month of the termination of employment.

14.11 For termination of contract the employer should issue a one-month notice period to local labour

15. DEDUCTIONS

15.1 An Employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

15.2 An Employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

15.3 An Employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

15.4 An Employer may not require or allow a worker to –

(a) repay any payment except an overpayment previously made by the Employer by mistake;

(b) state that the worker received a greater amount of money than the Employer actually paid to the worker; or

(c) pay the Employer or any other person for having been employed.

16. HEALTH AND SAFETY

16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

16.2 A worker must –

(a) work in a way that does not endanger his/her health and safety or that of any other person;

(b) obey any health and safety instruction;

(c) obey all health and safety rules of the EPWP;

(d) use any personal protective equipment or clothing issued by the Employer;

(e) report any accident, near-miss incident or dangerous behaviour by another person to their Employer or manager.

17. COMPENSATION FOR INJURIES AND DISEASES

17.1 It is the responsibility of the Employers (other than a Contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

17.2 A worker must report any work-related injury or occupational disease to their Employer or manager.

17.3 The Employer must report the accident or disease to the Compensation Commissioner.

17.4 An Employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The Employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

18. TERMINATION

18.1 The Employer may terminate the employment of a worker for good cause after following a fair procedure.

18.2 A worker will not receive severance pay on termination.

18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the Employer in advance to allow the Employer to find a replacement.

18.4 A worker who is absent for more than three consecutive days without informing the Employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

18.5 A worker who does not attend required training events, without good reason, would have terminated the contract. However, the worker may be re-engaged if a position becomes available.

19. CERTIFICATE OF SERVICE

19.1 On termination of employment, a worker is entitled to a certificate stating –

(a) the worker's full name;

(b) the name and address of the Employer;

(c) the EPWP on which the worker worked;

(d) the work performed by the worker;

(e) any training received by the worker as part of the EPWP;

(f) the period for which the worker worked on the EPWP;

(g) any other information agreed on by the Employer and worker.

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS .....
C2.2 BILL OF QUANTITIES ..... **ERROR! BOOKMARK NOT DEFINED.**
C2.3 SUMMARY OF BILL OF QUANTITIES ..... **ERROR! BOOKMARK NOT DEFINED.**
C2.4 CALCULATION OF TENDER SUM ..... **ERROR! BOOKMARK NOT DEFINED.**

NOT TO BE COMPLETED AT TENDER STAGE

THE CONTRACT

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION (N/A)

PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF WORKS G.3
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C3.1 ABBREVIATIONS

The following abbreviations will be used in this document.

CIDB	:	Construction Industry Development Board
COLTO	:	Committee of Land Transport Officials
COTO	:	Committee of Transport Officials
CoJ	:	City of Johannesburg
CPA	:	Contract Price Adjustment
CPI	:	Consumer Price Index
EIA	:	Environmental Impact Assessment
EMP	:	Environmental Management Plan
EPWP	:	Expanded Public Works Programme
GCC 2015	:	General Conditions of Contract 2015
JRA	:	Johannesburg Roads Agency SOC Ltd
MFMA	:	Municipal Finance Management Act No. 56 of 2003
NADSAM	:	National Diploma in Safety Management
NEMA	:	National Environmental Management Act
OHSA	:	Occupational Health and Safety Act
PPI	:	Producer Price Index
SANC	:	South African Nursing Council
SAMTRAC	:	Safety Management Training Course
SMME	:	Small Medium and Micro Enterprises
SACPCMP	:	South African Council of Projects and Construction Management Professionals

DESCRIPTION OF THE WORKS

1 DEFINITIONS

The following Definitions are applicable to this Bid Specifications:

Building and Maintenance services

Routine maintenance, servicing and repair work involve fixing and maintaining buildings and equipment's. The work involves cleaning, painting, repair flooring, roofs, perimeter/precast wall, Fence, plumbing, electrical, HVAC systems, Fire systems, water pumps and heating systems when breakdowns occur.

Refurbishment

Refurbishment is a term used to describe a process of improvement by cleaning, decorating and re-equipping. In general, refurbishment can encompass such works as 'cosmetic' renovations (such as painting and decorating), upgrading, major repair work, alterations, conversions, extensions and modernisations.

Renovation

Renovation refers to the process of improving or modernising an old, damaged or defective building. Renovation is the process of returning a building to a good state of repair.

2 PROJECT DESCRIPTION

The Johannesburg Roads Agency (JRA) wishes to appoint a panel of service providers to provide building maintenance, servicing, refurbishment and renovation services for all the JRA owned buildings and equipment. The service providers will be placed on a panel for a period of three (3) years and quotations will be required on "As and When required" basis.

The Bid document is categorised as:

Part A General Building Contractors GB

This are construction Works primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter buildings, car ports, stores and walls, dry walling, carpentry, flooring, roofs, blinds, paint works, burglar proofing (doors and windows).

The composition of the panel of contractors will be made up of the following minimum trades not limited to work listed above:

1. General Building Contractors, CIDB 3GB and higher

Only bidders achieving 70% or points or more on functionality will be evaluated further.

The final number of bidders short-listed for ~~each category on~~ the panel will be dependent on the quality of submissions by the bidders, resultant scores achieved.

Once the panel is established, quotations may be sourced from the panel as per the agreed rates, considering the bidders current workload, available resources, monetary work allocation in relation to relevant CIDB grading. Bidders may be afforded more than one contract. Allocation of 2nd and 3rd contracts will depend on bidder meeting financial and capacity requirements. Bidders will be afforded opportunity to prove availability of these requirements. Being part of the panel does not guarantee any work from the JRA. Poor or non-performance by the bidder will result in cancellation of works orders and removal from the panel.

Poor or non-performance is defined as: trying to be saving money and time by providing goods and services that are delayed, of substandard quality, with different specifications than those requested, or simply defective. It can also be the case that the contractor bribes and/or colludes with its supervisor (e.g. a quantity surveyor) in order to meet agreed standards of services and goods. In can also mean that the organisations representative, project officers or project supervisors simply lack the competence to detect substandard-quality works.

Failing to meet agreed standards of services and goods, timelines are missed, the project owner (JRA) does not receive value for money.

The General Building Contractors will be required to confirm the specific resources available as part of project allocation process, as and when such process is undertaken. Not having suitable resources at the time of project allocation, could result in a bidder being passed over until the next round of project allocations.

The JRA will try to utilize all qualified bidders appointed in the panel of bidders, depending on the available budget. The bidders will be issued with an appointment letter at a value to be determined by the JRA and the contracts will be requested to provide the JRA with quotations per project that will be approved prior to the commencement of works.

3 Scope of works

The buildings infrastructure that will require maintenance/ construction activities will be identified and selected through a stakeholder engagement process that will be facilitated by the JRA Facilities Management Department and Regional Operations Managers of the various Regions and Depots.

The Works in general, will include but not limited to the following:

- General building works

The specific work will be given in detail once a work package has been identified through the internal JRA processes, taking into account the budgetary constraints. Appointment letters and purchase orders will

be issued by JRA's SCM Department and work will only proceed upon acceptance by the service providers. No work should be undertaken without a purchase order.

The Facilities Management department will be responsible for monitoring of contractor's performance and non-performance thereof throughout the period of the appointment through the following.

- Specification and Service Level Agreements per project
- Site progress meetings for construction projects
- Performance evaluation forms
- Progress and completion reports
- Site walkabouts and inspections
- Measurements and approval of works
- Processing of payments for Service Providers
- National Environmental Management Act (Rubble removal, landfill site)
- Rubble, paint containers, plumbing and electrical scrap as well as waste in general generated from the above listed activities should be stored and removed/disposed of at an approved landfill site and proof of disposal/receipt be issued by the landfill site. Payment will not be processed if that proof of disposal is not issued.

4 JRA Buildings and Facilities Locations

Johannesburg Road Agency (JRA) owns buildings and properties around the city which houses its Head offices and Regional Offices as well as Maintenance Depots. The project is being undertaken in order to attend to the following risks:-

- Health, Safety and Security
- Delivery Efficiencies
- Attend to welfare of the employees by providing good working environment
- Compliance in terms of building regulations

Project Site Locations

1) Existing Sites

The Following are the sites where JRA owns buildings:

Regional depots	Area Based	Physical Address
REGION A	Midrand	No 6 Dale Road, Corner Glen and Austin Road
REGION B	Waterval	165 Johannes road, Albert Ville, ~~Sophiatown~~Sophia town
REGION B	Strydom Park	No 1 Hanschoeman Road, Corner Malibongwe Road

REGION C	Hamberg	30 Hamburg Road, Florida lake
REGION D	Dobsonville	No 2 Jonas Moabi Street
REGION E	Norwood	15 Short Road, Cnr Pain street
REGION E	Zandfontein	5 Commerce crescent west, Eastgate ext 13 ~~Malboro~~Marlboro
REGION F	Benrose	185 Main Reef Road
REGION G	Avalon: Soweto	1 Calendular Street Klipspruit Soweto
MOTORWAYS DEPOT	Johannesburg	20 End & Meikle Street
RSD	Booysens	9 Steven Road, ~~Orphiton~~Ophirton, ~~Booyesns~~Booysens
FLEET & PLANT DEPOT	Fordsburg	350 main road, Fordsburg, Johannesburg.
ASPHALT DEPOT	Booysens	8 Spring Street ~~Orphirton~~Ophirton ~~Booyens~~Booysens
LABORATORY DEPOT	Booysens	8 Spring Street, ~~Orphirton~~Ophirton, Booysens
TRAFFIC SIGNALS	Newtown	No 1 Henry Nxumalo, ~~cnr~~Cnr Albertin ~~sisulu~~Sisulu
CAPITAL WORKS	New Doornfontein	No2 Staib street, Johannesburg
JRA	CBD	66 Pixley seme, ~~cnr~~Cnr Rahim ~~moosa~~Moosa.
NANCEFIELD	Klipspruit	Soweto

2) New Sites

Any other sites as determined by JRA

5 Financial Aspects

5.1 Project Budget Allocation

The projects will be funded from both capital and operational budgets of the, 2024/ 2025 2025/2026 and 2026/2027 financial years.

Appointments will be allocated based on the CIBD grading.

6 Technical Specifications

i) Regulatory Specifications.

a) Materials shall comply with the latest South African National Standards where stated, and where materials are offered as alternatives for which there is no SANS then the materials must comply with an equivalent known standard and samples shall be submitted for the approval of the JRA before orders are placed.
b) Where new equipment's are described as "approved", it shall mean that the JRAs approval shall be obtained in writing before ordering the materials and/or services and before proceeding with the work.
c) The Bidder shall include for dismantling and removing immediately from site all materials and/or equipment to be delivered to JRA Capital works site.
d) SANS 10400 shall be applicable as building regulations for the design and construction or rehabilitation of the buildings.
e) Construction Regulation 2014 of the Occupational Health and Safety Act 85 of 1993 as amended in 2014.
f) SANS 10400-XA:2011 and SANS 204:2008 National Building Regulations
g) SANS 0400-1990 ventilation
h) SANS 347 – 2010: categorization and conformity assessment criteria for all pressure equipment
i) National Environmental Management Act and waste regulations (Act no 107 of 1998 amended as Act 26 of 2014).
j) The Ministerial Determination, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012, as adapted for the JRA, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers Materials used in the project shall comply with the Specification, be new and unused, SANS approved and shall be manufactured, wherever possible, in South Africa.

ii) Conditions of Contract applicable to the Construction of the Works.

The final conditions of contract for construction works will be determined in consultation with JRA however the following Documents applicable to building works are deemed as being acceptable:-

a) The Joint Building Contracts Committee (JBCC)
b) NEC3 Engineering and Construction Contract
c) NEC4 Engineering and Construction Contract
d) The General Conditions of Contract 2015 is applicable to the Construction Contract.

iii) Contract Specifications.

i) Successful bidders may be subjected to security vetting process and clearance obtained to be considered for an award by the JRA.

ii) Construction and OHS and EMP monitoring will be undertaken by the consultant appointed to undertake the Professional Services on the project.

iii) The applicable CIDB grading will be minimum 3GB and higher for General building Contracts, as JRA is undertaking targeted procurement.

iv) Bidders may be afforded more than one contract.

v) Allocation of 2nd and 3rd contracts will depend on bidder meeting financial and capacity requirements. Bidders will be afforded opportunity to prove availability of these requirements prior to JRA decision being made.

vi) Any changes by the bidder relating to resources allocated to the project will require JRA approval prior to deployment by the bidder.

vii) Being part of the panel does not guarantee any work from the JRA.

viii) Poor or non-performance by the bidder will result in cancellation of works orders and removal from the panel.

ix) Due diligence will be performed on bidders meeting minimum requirements to establish their capacity to undertake JRA projects. Due diligence will include financial position (resources), verification of work successfully completed work.

x) Contracts will be entered into for every project allocated and accepted by the bidders involved.

xi) The bidders must comply with the provisions and contractual arrangements of the Occupational Health and Safety Act (OHSA) as well as the Environmental Management Act (NEMA): for Waste Management.

xii) All workers of any project undertaken as part of this bid must undergo a medical fitness test by an Occupational Health and Safety Practitioner who is registered with the South African Nursing Council (SANC).

xiii) The medical test certificates must be presented by the successful bidder to JRA after the appointment of the successful bidder.

xiv) The EPWP Guidelines will be implemented on all projects.

xv) The contractor must employ local labourers on this contract.

xvi) The maximum value of the contract that can be sub contracted is 30%.

xvii) This Bid is limited to General Building Contractors of CIDB Grading 3GB and higher. Contractors who have lower CIDB grading lower than 3GB, do not qualify and their bids will be disqualified automatically. Potential emerging grading will not be considered.

xviii) Joint Ventures can bid for this Contract provided they meet the pre- Qualifying Criteria of 3GB or higher

xix) JRA requires a letter of commitment stating capacity of the company and resources to be used for the works, before allocation of each work package. The names of the artisans and their qualifications / certificates to be submitted together with the letter of Capacity.

xx) Works which can be subcontracted should be those trades which the main bidder is not skilled in. For example if main bidder is a bricklayer then he can subcontract trades like plumbing and electrical repairs.

xxi) A letter of good standing in terms of COID is a requirement.

xxii) The contractor is referred to the following regulation with regard to exclusion from future work opportunities due to non or poor performance:

Treasury Regulations 16A9.2

The accounting officer or accounting authority –
(a) May disregard the bid of any bidder if that bidder, or any of its directors –
(i) have abused the institution's supply chain management system

(ii) have committed fraud or any other improper conduct in relation to such

system; or

(iii) have failed to perform on any previous contract; and

(b) must inform the relevant treasury of any action taken in terms of paragraph (a).

7 Evaluation Criteria.

7.1 Phase 1: Pre-compliance.

The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective. The evaluation for this bid will be carried out in terms of Regulation 28, read together with Regulation 38, 43 and 44 of the Municipal Finance Management Act's ("MFMA") Supply Chain Management Regulations.

i) This project is estimated to have a contract value of more than R 50 million and consequently the 90/10 point system will apply. 90 Points max will apply to Price (Ps) and 10 points will apply to B-BBEE status.

ii) The evaluation of bids will be undertaken in terms of the MFMA.

Bidders will have to complete and submit all returnable documents requested in the bidding document to determine their eligibility to participate in the bid. Failure of this will result in the bid being set aside and will not be evaluated any further. Only those bidders that are responsive to the submission requirements at this stage will be further evaluated at phase 2.

7.2 Phase 2: Functional Evaluation

The evaluation will be carried out in one stage:-

- Stage One :- Technical Evaluation

Phase 2 Stage One: Technical Evaluation

7.2.1 Technical Evaluation

Bidders who pass through the Pre- Compliance will be assessed for Technical Evaluation which is discussed in detail in the below sections. The threshold is set at 70%. If no bidder scores 70% or more then JRA reserves the right to cancel the bid and re-advertise.

Bidders are requested to provide evidence of complying with these Functional Criteria by supplying supporting documents as required means of evidence. Failure to supply and attach required documents as per the means of evidence will mean that the bidder will lose points on those criterions.

GENERAL BUILDING (GB) CONTRACTOR EVALUATION

The Maximum point's allocation per criterion is summarised in the following table:-

CRITERION	POINTS
Completed Projects	40
Qualifications and Experience of Site Agent	40
Qualifications and Experience of Construction Health and Safety Officer/ CHSO	20
TOTAL POINTS	**100**

Stage one: Functional Evaluation Criterion Table

CRITERIA	SUB-CRITERIA	MAX SCORE	SCORE	EVIDENCE
COMPLETED PROJECTS	**This sub criterion covers the experience of the company in the General Building Industry. The company must have a record of past performance with a minimum of five (5) contracts/ projects in the General Building works. Proof of completed projects should be attached to the overall minimum value of R2, 000, 000.00 or more in the past 12 years.**	**40**		**Signed** Copies of award or **Signed** appointment letter or **Signed** invitation letter together with **Signed** completion/ **Signed** referral letter with the company letterhead For each project submitted (Complete Form T)
	More than 5 projects successfully completed within the past 12 years from the bid closing date		40	
	5 projects successfully completed within the past 12 years from the bid closing date		28	
	Less than 5 projects successfully completed within the past 12 years from the bid closing date		0	

CRITERIA	SUB-CRITERIA	MAX SCORE	SCORE	EVIDENCE
QUALIFICATIONS AND EXPERIENCE OF SITE AGENT	**This sub criterion covers the Qualification and experience of the Site Agent for general building works (Minimum Qualification required is NQF Level 6 or N6 in Building and Civil engineering). The qualification and experience should have been achieved three years or more post qualification and registration from the bid closing date.**	**40**		**Signed** by commissioner of oath copies of qualification and proof of SACPCMP registration and Complete Form U (i)
	NQF Level 06 or N6 in Building and Civil engineering or Construction Management and registered with SACPCMP minimum of 3 years or more post qualification and registration experiences from the bid closing date		40	
	No qualification and/or registration		0	
QUALIFICATION AND EXPERIENCE OF CHSO	**This sub criterion covers the qualification and experience of the proposed CHSO (total duration of professional activity as a CHSO). It is a requirement that the CHSO should have a National Diploma in Safety Management (NDSM). This is Compulsory. (NOTE: SAMTRAC and NOSA will not be accepted)** and be registered with the South African Council for Projects and Construction Management Professionals (SACPCMP) from the bid closing date.	**20**		**Signed** by commissioner of oath Copies of Certificate (Qualification) and Professional Registrations and Complete Form U (ii)
	Qualification and registration with SACPCMP from the bid closing date		20	
	No Qualification and/or registration with SACPCMP from the bid closing date		0	
	TOTAL	**100**		**TOTAL**
				PERCENT

NB: Qualifications, professional registrations and/or certification <u>not signed</u> by the commissioners of oath will not be considered, the bidder will be scored zero on that criteria.

8 AWARD OF BID

"The Johannesburg Roads Agency (SOC) Ltd reserves the right, at its discretion, to award the bid:

- Not to the lowest bidder
- Not to the highest scoring bidder.
- Not to any bidder at all.
- In part / by item to various bidders, if so required
- In the event of multiple bids for similar scope of works, the JRA reserves the right to appoint more than one bidder for such similar work.
- Successful bidders may be subjected to security vetting process and clearance before considered for an award by the JRA.
- To negotiate with one or more preferred bidders identified in the evaluation process regarding any terms and conditions including prices without offering the same opportunity to ant other bidder/s who has not been awarded the status of the preferred bidders

C3.2 PROJECT DESCRIPTION

The Johannesburg Roads Agency (JRA) requires contractors to undertake the construction of General Building works in all regions of the city of Johannesburg for a period of (36) Thirty-Six Months.

This is an open panel and where JRA would like to have as many panel members as possible. The final number of contractors appointed to the panel will be dependent on the quality of tenders submitted, and the resultant scores achieved by the respective bidders on the functional evaluation, as defined later in this document.

Once appointed to the panel, the allocation of work will be done in a form of a request for quotation, where members of the panel will be sent a project specific schedule of quantities for pricing . Allocation of more than (1) one contract will depend on bidder's performance, financial standing and capacity requirements (human resource / key personnel required for the successful completion of the project). Bidders will be afforded opportunity to prove availability of these requirements before project allocation. Being part of the panel does not guarantee any work from the JRA. JRA will evaluate the performance of the contractors on a monthly basis. Poor performance by the bidder will result in cancellation of works orders and removal from the panel or as per the JRA discretion.

The contractor will be required to confirm the specific resources available as part of project allocation and contracting process, as and when such process is undertaken. Not having suitable resources at the time of project appointment, could result in a contractor being passed over until the next round of project appointment.

C3.3 DETAILED SCOPE OF WORKS

The JRA facilities that will be improved will be identified and selected through a stakeholder engagement process that will be facilitated by the JRA facility management.

The scope of works involves but not limited to:

i) The Upgrading of JRA facilities

ii) The installations or repair associated general building activities,

C.3.4 FINANCIAL ASPECTS

The projects will be funded from the capital budgets of the 2024/2025, 2025/26 and 2026/2027 financial years.

For the purposes of this panel appointment bid contractors will not be expected to provide rates, the Schedule of Quantities will only be completed by successful bidders at individual project appointment. Once appointed to the panel, the allocation of work will be done in a form of a request for quotation, where members of the panel will be sent a project specific schedule of quantities for pricing. The contractors will be allocated work based on their submitted prices, where preferable the lowest yet reasonable bidder will get thebe appointed for to undertake the work. Escalation (CPA) is applicable to the contract.

C.3.5 TECHNICAL SPECIFICATIONS

i) The documents applicable to the construction of the Works A specification in construction is a detailed description of the quality, standards, materials and completion of work to be carried out on a building project.

ii) Construction Regulation 2014 of the Occupational Health and Safety Act 85 of 1993 as amended in 2014.

iii) The Ministerial Determination, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012, as adapted for the JRA, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

C3.6 REGULATORY SPECIFICATIONS

i) Environmental Impact Assessment (EIA) approval may be required.

ii) Water use License approval may be required.

C3.7 CONTRACT SPECIFICATIONS

i) Successful bidders may be subjected to security vetting process and clearance obtained to be considered for an award by the JRA.

ii) Construction, OHS and EMP monitoring will be undertaken by the Specialist consultants appointed to undertake the Professional Services on the project.

iii) The applicable CIDB grading will be **3GB or higher. Bidders with (Grade 2GB PE)** *will not be considered.*

iv) The allocation of the works will be based on the CIDB Grading as well as price and preference.

v) The appointment will be valid for (36) thirty-six ~~Months~~months from date of qualifying to be on the ~~.~~Panel.

vi) All previous appointments to Contractors over the last 5 financial years who have displayed poor performance history, JRA will reserve the right to not appoint on this panel, as they have been deemed poor performing contractors.

vii) Contractors may be allocated more than one contract, depending on bidder's performance, financial standing and capacity requirements.

viii) Allocation of 2nd and 3rd contracts will depend on bidder's performance, financial standing and capacity requirements (human resource / key personnel required for the successful completion of the project). Bidders will be afforded opportunity to prove availability of these requirements prior to JRA decision being made.

ix) Any changes by the bidder relating to resources allocated to the project will require JRA approval prior to deployment by the bidder.

x) Being part of the panel does not guarantee any work from the JRA.

xi) Poor performance by the bidder will result in cancellation of works orders and removal from the panel or as per the JRA discretion.

xii) Bidders can participate in more than 1 panel of contractors established by the JRA for various types of work.

xiii) Solvency test will be performed on bidders meeting minimum requirements to establish their capacity to undertake JRA projects. Solvency test will include financial position (resources), verification of work successfully completed work. Therefore, JRA shall request bank statement from bidder when necessary.

xiv) Contracts will be entered for every project allocated and accepted by the successful bidders.

xv) Contractors will be required to submit a performance guarantee amounting to 10% of the appointment value (Excluding VAT), for every contract entered into.

xvi) Penalties of 0.07% of the Contract Sum per day are applicable on this contract for failure to complete the project within the due completion time.

xvii) The contractor must comply with the provisions and contractual arrangements of the Occupational Health and Safety Act (OHSA) as well as the Environmental Management Act (NEMA): Waste Management.

xviii) All workers of any project undertaken as part of this bid must undergo a medical fitness test by an Occupational Health and Safety Practitioner who is registered with the South African Nursing Council (SANC).

xix) The medical test certificates must be presented by the successful bidder to JRA after the appointment of the successful bidder.

xx) The EPWP Guidelines will be implemented on all road construction/ reconstruction projects.

xxi) The contractor must employ local labourers on this contract.

xxii) SAFCEC Labour rates will apply on these contracts.

xxiii) The subcontracting of any work must be approved by the Employers Agent and Client prior to any work been sub-contracted. The contractor at any given point of time is not allowed to subcontract work exceeding 30% of the project scope of work without prior approval from the Employers Agent and Client.

xxiv) The evaluation will be done in compliance with the PPPFA regulations of 2022 as amended.

xxv) Joint Ventures can bid for this Contract

xxvi) A minimum target of (thirty) 30% of the value of "ACTUAL CONSTRUCTION WORKS" of this contract, excluding Preliminary & General(Establishment) costs, Provisional Sums, Escalation and Contingencies, may be allocated towards the development of local subcontractors. The 30% is a target that all projects must strive to meet as the main objective.

xxvii) In the event that realisation of the 30% target figure is not "FEASIBLE" to achieve, due to the peculiarities or the nature of the project, A note of such reasons shall be recorded in the contract documentation. Such deviation shall be subject to approval by the HOD of the JRA Facility & ID Department and the SMME Development Unit Manager.

xxviii) In the case of projects where the 30% local sub-contractors' allocation target cannot be realised, the Main Contractor shall be expected to use expenditure on other project inputs and overheads such as local sourcing of construction materials which would otherwise have been procured outside of the local subcontractors works.

NB: Local sourcing as contemplated in this regard, refers to suppliers located within the immediate ward(s) in which the project is being implemented. In the absence of suitable suppliers within the immediate ward, the Main Contractor may source from suppliers located within the region in which the project is to be implemented. Should there be no suitable supplier's/service providers in both the ward and the affected region, the Main Contractor will be allowed to source from any supplier/service provider located within the jurisdiction of the City of Johannesburg.

xxviii) The person that will undertake the OHS Act compliance monitoring must be competent in terms of the latest OHS Act

xxxiv) The contractor is referred to the following regulation with regard to exclusion from future work opportunities due to non or poor performance:

- Treasury Regulations 16A9.2

The accounting officer or accounting authority –

(a) May disregard the bid of any bidder if that bidder, or any of its directors –

(i) Have abused the institution's supply chain management system

(ii) Have committed fraud or any other improper conduct in relation to such system; or

(iii) Have failed to perform on any previous contract; and

(b) Must inform the relevant treasury of any action taken in terms of paragraph (a).

C3.8 EVALUATION CRITERIA.

THE BID WILL BE EVALUATED IN TWO PHASES AS FOLLOWS:

- **Phase 1: Pre-compliance Evaluation**
- **Phase 2: Technical Evaluation**

1. PHASE 1: PRE-COMPLIANCE.

1.1. SUPPLY CHAIN MANAGEMENT PRE-COMPLIANCE

Bidders will have to complete and submit returnable documents requested in the bidding document to determine their eligibility to participate in the bid. Only those bidders that are responsive to the submission of mandatory requirements at this stage will be further evaluated at phase 2.

Bidders must complete and submit the following documents:

- Attendance register of the compulsory clarification meeting/session.
- Fully Completion of all applicable MBD forms (MBD 1, MBD 2, MBD 3 (where applicable), MBD 4, MDB 5, MBD 6.1, MBD 6.2 (where applicable), MDB7.1 , MBD 8, and MBD 9)
- Registered and Active on the CIDB Database (**CIDB grading 3GB or Higher**)
- Letter of good standing (**COIDA**)
- Registered with Central Supplier Database (**CSD**)
- Joint Venture Agreement, In case of Joint Ventures and Consortium (if applicable), clearly indicating the lead partner and percentage (%) sharing/contribution to the JV.
- Latest three-year sets of Annual financial statements (AFS) (e.g 2022;2023 & 2024). For Companies required by law, they must submit audited AFS. It must be three consecutive years and reports to be fully signed.
    - ✓ *Kindly note that the independently reviewed financial statements (AFS) are not considered as Audited AFS. Only companies with the PIS score between 100 to 349 or less than 100 can have and submit independently reviewed AFS. That is if they have declared their PIS score and that they are not required by law to have Audited AFS.*
- In the case of companies not required by law to have audited financial statements, the bidder is required to submit recent three-year's sets of Annual financial statements (e.g 2022;2023 & 2024) must be signed by the Managing Member / Compiler of the Company.

FAILURE TO COMPLETE AND SUBMIT ALL THE APPLICABLE (MBD DOCUMENTS/FORMS) WILL RESULT IN THE BID BEING DISQUALIFIED.

<u>Other Submissions to be submitted with tender document</u>

- Originally certified copy of B-BBEE Certificate issued by SANAS accredited verification agent (MBD 6.1) not a copy of a copy OR a Sworn Affidavit issued in a Dti format.
- Certified Copy of Identity Documentation and share certificate
- A printout of the full CSD Registration report
- Provide a unique security personal identification number (PIN) issued by the South African Revenue Services.
- Completion of all JRA Forms
- The completed tender document shall be scanned page by page and saved in .pdf format on a USB and be submitted with the documents (Soft Copy).
- Current municipal rates for the Entity and all Directors of the entity not older than 90 days and not more than 3 months in arrears (submit proof of lease agreement where premises are rented and latest invoice) – **This requirement will not immediately disqualify**

bidders at this stage, but prior to awarding stage bidders will be required to comply, however failure to comply will result in a bidder's disqualification.

2. PHASE 2: TECHNICAL (FUNCTIONAL) EVALUATION

Bidders who pass through the Pre- Compliance will then be assessed for Technical Evaluation which is discussed in detail in the following sections. The minimum threshold to qualify a bidder is 70%. If no bidder scores 70% or more then the ***JRA reserves the right to cancel the bid and re-advertise.***

2.1 QUALIFICATION OF ELIGIBILITY

To assess the Bidder's suitability to undertake the project, the Bidder's Company Experience, Current Resources, Current Expertise will be evaluated.

JRA shall not be held responsible for incorrect judgement misled by unclear written letters/words on the forms below, to be completed by the Bidder(s). DO NOT COMPLETE THE FORMS BY WRITING "SEE ATTACHED", Forms must be completed in its entirety.

Bidder(s) who do not complete the forms in their entirety/partially (Form T and Form U) or indicate on the forms "See attached" will be penalised by reducing their achieved score for the relevant criterion by 50%.

Attachment shall strictly be made where specified and at the correct location, any attachment other than what has been requested by JRA, shall be completely ignored.

Forms must be completed on excel spreadsheet, printed and submitted with the hard copy attached to the bid document. Forms must be completed, forms not completed shall be rejected by scoring zero. HAND WRITTEN FORMS WILL NOT BE ACCEPTABLE. ZERO POINTS WILL BE ALLOCATED TO THE RELEVANT CRITERIA.

One individual may not be nominated for more than one role or position for this bid. If an individual is nominated for more than one role then the points will only be allocated for one of the roles and the bidder will score zero on any other role.

NB: Solvency test will be performed on bidders meeting minimum requirements to establish their capacity to undertake JRA projects. Solvency test will include financial position (resources), verification of work successfully completed work. Therefore, JRA shall request bank statement from bidder when necessary. ***The JRA reserves the right not to award bidders that fail the solvency test.***

FORM T: SCHEDULE OF BIDDER'S EXPERIENCE

It is mandatory to complete all fields in Form T for each project listed as this information will be deemed to be material to the award of the Contract. Failure to complete all fields (i.e. for each listed project)

SHALL lead to the bidder losing 50% of points during functional evaluation under the categories **"Experience of the Company or Completed Projects".**

Should the bidder choose to present the required information in the attachments, then the bidder must FIRST COMPLETE FORM T and then make a clear reference to such attachments, and such attachments must provide the same information requested for in Form T.

- If panel (or 'as and when') completion certificates are attached the value of an individual appointment's completion certificates
- A combined completion certificate for all appointments under the original panel will not be accepted.
- In order for the projects to be Accepted, the bidder must attach signed Completion Certificates/Taking Over Certificates (Practical Completion Certificates are not considered), If the completion certificate do not reflect the value of works or not signed by the client, a signed referral letter on the Clients Letter Head indicating the value of works MUST be submitted, if not then that project will not be considered
- No subcontractor appointments will be considered for Company Experience.
- **PLEASE REFER TO EXCEL SPREADSHEET FOR FORM T – PLEASE PRINT THE FORM AND INCLUDE AS HARD COPY IN TENDER SUBMISSION**
- ALSO ATTACH AS AN ELECTRONIC COPY OF FORM T ON THE TENDER SUBMISSION USB MEMORY STICK.
- **If no supporting evidence is attached to verify the information provided on Form T above, the bidder will be allocated zero points for the relevant functionality criteria .**
- REFER TO THE QUALIFICATION OF ELEGIBILITY CLAUSE for requirements.
- PLEASE ENSURE THAT THE CLIENT CONTACT DETAILS ARE CONTACTABLE.

Bidder Name:								
Form T : COMPLETED PROJECTS								
COMPANY EXPERIENCE								
Project No.	**Project Name/Description**	**Scope of Works**	**Client Name, Contact Person, Details**	**Consulting Engineer Name, Contact Person, Details**	**Appointment Value (Excl. VAT)**	**Project Duration (Months)**	**Project Commencement Date (month/year)**	**Completion Date (If Completed) (months/year)**
1			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:				
2			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:				
3			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:				
4			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:				
5			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:				
6			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:				
7			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:				
8			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:				
9			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:				
10			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:				

REFER TO EXCEL SPREADSHEET

FORM U: EXPERIENCE OF NOMINATED PERSONNEL

Bidders must have an experienced, a Construction Manager (Site Agent), a OHS Officer, who have previously worked on General buildings projects. To be considered for the short-listing onto the panel, bidders must meet the functional assessment criteria. The information will be verified with the references provided. Any information found to be untruthful will lead to the immediate disqualification of the Service Provider.

- REFER TO THE QUALIFICATION OF ELEGIBILITY CLAUSE for requirements.

NB: One individual may not be nominated for more than one role or position for this bid. If an individual is nominated for more than one role then the points will only be allocated for one of the roles and the bidder will score zero on any other role.

It is **mandatory** to complete all fields in Form U for each project listed as this information will be deemed to be material to the award of the Contract. Failure to complete all fields for the project listed **WILL** lead to the bidder losing 50% of points during functional evaluation under the categories "Contracts Manager or Construction Manager or/and OHS Officer. Should the bidder choose to present the required information in the attachments, then the bidder must **COMPLETE FORM (U) FIRST and then** make a clear reference to such attachments so that they may be considered; and such attachments must provide the same information requested for in Form U.

TYPICAL FORMS TO BE COMPLETED BY THE BIDDERS

- **Form U(i) Construction Manager (Site Agent)**
- **Form U(ii) OHS Officer**

FORM U NOMINATED PERSONNEL

Note:

- Form U **MUST** be **completed fully** with all the information requested provided.
- Bidders **MUST attach all supporting evidence** after this page (Qualifications and professional registrations, CV).
- **If no supporting evidence is attached to verify the information provided on Form U above, the bidder will be allocated zero points for the relevant functionality criteria .**

- PLEASE REFER TO EXCEL SPREADSHEET FOR FORM U – PLEASE PRINT THE FORM AND INCLUDE AS HARD COPY IN TENDER SUBMISSION.

- ALSO ATTACH AS AN ELECTRONIC COPY OF FORM U ON THE TENDER SUBMISSION USB Memory Stick

- IF A HARD COPY IS NOT SUBMITTED, THE BIDDER WILL BE ALLOCATED ZERO POINTS FOR BIDDERS EXPERIENCE.

FORM U(i) CONSTRUCTION MANAGER (SITE AGENT) (REFER TO EXCEL SPREADSHEET FOR FORM U (i) – PLEASE COMPLETE, PRINT AND ATTACH HARD COPY TO BID DOCUMENT)

FORM U(ii) : CONSTRUCTION MANAGER (SITE AGENT)										
BIDDER NAME:										
EXPERIENCE OF CONSTRUCTION MANAGER										
Project No.	Project Name/Description	Scope of Works	Client Name, Contact Person, Details	Consulting Engineer Name, Contact Person, Details	Appointment Value (Excl. VAT)	Project Duration (Months)	Project Commencement Date (month/year)	Project Completed (Y/N)	Completion Date (If Completed) (months/year)	Role/Position in terms of Organaogram performed on Project (eg, Construction Manager or Contracts Manager)
1			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:						
2			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:						
3			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:						
4			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:						
5			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:						
6			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:						
7			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:						
8			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:						
9			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:						
10			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:						

REFER TO EXCEL SPREADSHEET

FORM U (ii) OHS OFFICER (REFER TO EXCEL SPREADSHEET FOR FORM U (i) – PLEASE COMPLETE, PRINT AND ATTACH HARD COPY TO BID DOCUMENT)

FORM U(iv) : OHS OFFICER										
BIDDER NAME:										
EXPERIENCE OF OHS OFFICER										
Project No.	Project Name/Description	Scope of Works	Client Name, Contact Person, Details	Consulting Engineer Name, Contact Person, Details	Appointment Value (Excl. VAT)	Project Duration (Months)	Project Commencement Date (month/year)	Project Completed (Y/N)	Completion Date (If Completed) (months/year)	Role/Position in terms of Organaogram performed on Project (eg, OHS Officer)
1			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:						
2			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:						
3			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:						
4			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:						
5			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:						
6			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:						
7			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:						
8			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:						
9			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:						
10			Name: Contact Person: Tel No: Cell No: Email:	Name: Contact Person: Tel No: Cell No: Email:						

PROCUREMENT POLICY

Shortlisted tenders will be evaluated according to the **Preferential Procurement Regulations, 2022 (PPRs, 2022)** issued by the Minister of Finance in terms of section 5(1) of the Preferential Procurement Policy Framework Act (PPPFA) No. 5 of 2000 when requesting and upon receipt of a quotation (BOQ) for the actual work.

For the purposes of the panel, the procedure for the evaluation of responsive tenders will be Quality/Functionality only.

Phase 3: Financial Plans and Specific Goals Evaluation. (Not applicable at this stage however it will be applied to Bidders who have qualified to be on the Panel)

The phase will be to evaluate Price and BBBEE (Specific goals) on the bidders that successful qualified on the technical functionality evaluation, i.e. bidders that scored the minimum of 70% and more on functionality will be further evaluated on the 80/20 or 90/10 preference point principle.

The specific Contracts amounts from this panel are estimated to have a value below/above R 50 million and consequently the 80/20 or 90/10 -point system will apply. 80/90 Points max will apply to Price (Ps) and 20/10 points will apply to B-BBEE status. The evaluation of bids will be undertaken in terms of the MFMA.

C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN

CONTENTS

C3.4.3.2.1 SCOPE
C3.4.3.2.2 DEFINITIONS
C3.4.3.2.3 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS
C3.4.3.2.4 LEGAL REQUIREMENTS
C3.4.3.2.5 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS
C3.4.3.2.6 TRAINING
C3.4.3.2.7 ACTIVITIES/ASPECTS CAUSING IMPACTS
C3.4.3.2.8 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES
C3.4.3.2.9 RECORD KEEPING
C3.4.3.2.10 COMPLIANCE AND PENALTIES
C3.4.3.2.11 MEASUREMENT AND PAYMENT

C3.4.3.2.1. SCOPE

This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the contractor. The duration over which the contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract, and the project specifications, as the defects notification period (maintenance period).

The provisions of this EMP are binding on the contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract. In the event that any conflict occurs between the terms of the EMP and the project specifications or Record of Decision, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the JRA in writing for approval.

The EMP identifies the following:

Construction activities that will impact on the environment.
Specifications with which the contractor shall comply in order to protect the environment from the identified impacts.
Actions that shall be taken in the event of non-compliance.

C3.4.3.2.2. DEFINITIONS

Alien Vegetation: alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

Construction Activity: a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process as defined in the South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7, 1998)

Environment: environment means the surroundings within which humans exist and that could be made up of -

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

Environmental Aspect: an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

Environmental Impact: an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

Record of Decision: a record of decision is a written statement from the Gauteng Department of Economic Development, Environment and Tourism, that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

Road Reserve: the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

Road Width: for the purposes of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

C3.4.3.2.3. IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

- waste generation
- stormwater discharge
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural resources
- noise generation

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to subclause 8.3 as amended by Particular Condition of the general conditions of contract and clause B1204 of these project specifications.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

Pollution of atmosphere, soil or water
Destruction or removal of fauna and flora and effect on biological diversity
Deformation of the landscape
Soil erosion
Destruction of historical/heritage sites
Effect on the built environment
Effect on agricultural land and wetlands

General good construction practice will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to C1008. Environmental Management of Construction Activities

C3.4.3.2.4. LEGAL REQUIREMENTS

a) General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

b) Statutory and other applicable legislation

The contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

C3.4.3.2.5. ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

a) Appointment of a Designated Environmental Officer (DEO)

For the purposes of implementing the conditions contained herein, the contractor shall submit to the engineer for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the engineer to make a decision. The engineer will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The engineer will be responsible for issuing instructions to the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the engineer, but not less frequently than once a month.

The engineer shall have the authority to instruct the contractor to replace the DEO if, in the engineer's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

There shall be an approved DEO on the site at all times.

b) Administration

Before the contractor begins each construction activity the DEO shall give to the engineer a written statement setting out the following:

The type of construction activity. Locality where the activity will take place. Identification of the environmental aspects and impacts that might result from the activity. Methodology for impact prevention for each activity or aspect. Methodology for impact containment for each activity or aspect. Emergency/disaster incident and reaction procedures. Treatment and continued maintenance of impacted environment.

The contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the engineer whenever there is a change or variation to the original.

The engineer may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

c) Good Housekeeping

The Contractor shall undertake "good housekeeping" practices during construction as stated in clause 1217 of the COLTO Standard Specifications for Roads and Bridges and subclauses 4.3.1 and 4.3.2 of the General Conditions of Contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

C3.4.3.2.6. TRAINING

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management skills to all personnel involved in the contract.

The contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies
- The environmental impacts, actual or potential, of their work activities;
- The environmental benefits of improved personal performance;
- Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Agency's environmental management systems, including emergency preparedness and response requirements;
- The potential consequences of departure from specified operating procedures;
- The mitigation measures required to be implemented when carrying out their work activities.

In the case of permanent staff the contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the contractor shall inform the engineer when and how he/she intends concluding his environmental training obligations.

C3.4.3.2.7. ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

a) Site Establishment

i) Site Plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site. Read with COLTO Specification 1302(a), 1402 (e).

ii) Vegetation

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring, shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. (Read in conjunction with COLTO Specification 5801(b), 5802(b), (c), (d) and (e), 5804, 5805, 5806 and 5807). Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

iii) Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the

contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

iv) Water for human consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site.

All effluent water from the camp / office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

v) Heating and Cooking fuel

The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

b) Sewage treatment

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of project management, the local authorities and legal requirements.

C3.4.3.3 PROVISION OF STRUCTURED TRAINING

CONTENTS

C3.4.3.3.1 SCOPE

C3.4.3.3.2 GENERIC TRAINING

C3.4.3.3.3 ENTREPRENEURIAL SKILLS TRAINING

C3.4.3.3.4 MEASUREMENT AND PAYMENT

C3.4.3.3.1 SCOPE

This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract.

C3.4.3.3.2 GENERIC TRAINING

C3.4.3.3.2.1 The contractor shall, from the commencement of the contract, implement a structured progressive training programme.

C3.4.3.3.2.2 Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.

C3.4.3.3.2.3 The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:

(a) A suitable venue with sufficient furniture, lighting and power.
(b) All necessary stationery consumables and study material.
(c) Transport of the students (as necessary).

C3.4.3.3.2.4 Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period. The Training Schedule should form part of the section 12 programme to be approved by the Engineer at the start of the project.

C3.4.3.3.2.5 The contractor's training programme shall be subject to the approval of JRA and the contractor shall if so instructed by JRA alter or amend the programme and course content if a need is identified once the contract commences.

C3.4.3.3.2.6 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form is illustrated in Part C5 of this document (form EPWP 11 (E))

C3.4.3.3.3 ENTREPRENEURIAL SKILLS TRAINING

C3.4.3.3.3.1 Small contractors, subcontractors and the Project Steering Committee (PSC) will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.

C3.4.3.3.3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for in the contract and where required by the engineer, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the engineer.

C3.4.3.3.3.3 The training will be delivered by trainers who are accredited by the Civil Engineering Training Scheme (CEITS) or other institutions recognised by the Department of Labour. Accredited training refers to both the trainers as well as to the training material.

C3.4.3.3.3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.

C3.4.3.3.3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor's work with that of the delivery of the structured training.

C3.4.3.3.3.6 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:

(a) A suitably furnished venue (if required) with lighting and power.
(b) All necessary consumables, stationery and study material.
(c) Transport of the subcontractors (as necessary).

C3.4.3.3.3.7 All entrepreneurial training shall take place within normal working hours.

C3.4.3.3.3.8 The contractor's training programme shall be subject to the approval of JRA and the contractor shall if so instructed by JRA alter or amend the programme and course content if a need is identified once the contract commences.

C3.4.3.3.3.9 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the

engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form to be used is illustrated in Part C5 of this document, (form EPWP 12 (E)).

C3.4.3.3.4 MEASUREMENT AND PAYMENT

ITEM		**UNIT**
C12.05	Provision for accredited training	
(a)	Generic skills	Provisional sum
(b)	Entrepreneurial skills	Provisional sum
(c)	Handling cost and profit in respect of sub-item C12.05(a) and (b) above	percentage (%)
(d)	Training venue (only if required)	lump sum

The prime cost sums are provided to cover the actual costs (including wages and the daily PSC reimbursement) for attendance of accredited training courses as agreed with the engineer and shall be expended in accordance with the provisions of sub-clause 48(2) of the general conditions of contract. The tendered percentage in sub-item C12.05 (c) is a percentage of the amount actually spent under sub-items C12.05(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith.

The lump sum tendered for C12.05(d) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue.

Payment of the lump sum will be made after the provision of all the accredit training, issuing of all certificates and submission of all records as specified in the document.

C3.4.3.4 PROVISION OF THE TEMPORARY WORKFORCE

CONTENTS

C3.4.3.4.1 SCOPE

C3.4.3.4.2 INTERPRETATIONS

C3.4.3.4.3 PERMITTED SOURCES OF TEMPORARY WORKERS

C3.4.3.4.4 EMPLOYMENT RECORDS TO BE PROVIDED

C3.4.3.4.5 VARIATIONS IN WORKER PRODUCTION RATES

C3.4.3.4.6 TRAINING OF THE TEMPORARY WORKFORCE

C3.4.3.4.7 RECRUITMENT AND SELECTION PROCEDURES

C3.4.3.4.8 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE

C3.4.3.4.9 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

C3.4.3.4.10 THE SUBCONTRACTORS' WORKFORCES

C3.4.3.4.11 MEASUREMENT AND PAYMENT

C3.4.3.4.1 SCOPE

This Specification covers the provisions and requirements relating to the provision of the temporary workforce. Reference is also made to the Basic Conditions of Employment Act (Act 75 of 1997) with specific reference to the Sectoral Determination 2: Civil Engineering Sector

C3.4.3.4.2 INTERPRETATIONS

C3.4.3.4.2.1 Supporting documents

The Tender Rules, Conditions of Contract, Standard and Project Specifications, Drawings and statutory minimum requirements relating to the employment and remuneration of labour shall *inter alia* be read in conjunction with this Specification.

C3.4.3.4.2.1.2 Definitions and abbreviations

For the purposes of this specification, the definitions given in the Conditions of Contract, the Standard Specifications and the Project Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

(a) "Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans and the like, and all other personnel in the permanent employ of the Contractor or Subcontractor who posses special skills and/or who play key roles in the Contractor's or Subcontractor's operation

(b) "Project Committee" means a committee consisting of the Employer, the Engineer, the Contractor, (or their nominated representatives) as well as representatives of the temporary workforce, which is convened from time to time at the discretion of the Engineer, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract

(c) "Subcontractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the Works are sublet or subcontracted by the Contractor in accordance with the provisions of the Contract

(d) "Worker" for the purposes of this Specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any Subcontractor, who is engaged by the Contractor, a Subcontractor or the Employer to participate in the execution of any

part of the Contract Works and shall include unskilled labour, semi-skilled and skilled labour, clerical workers and the like

(e) "Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all Subcontractors

(f) "Project Steering Committee (PSC)" means a committee comprising mainly of representatives (to a maximum of 10) of the affected communities with additional members from JRA, the Contractor, Consultants and the Municipality. The PSC convenes at least once a month as well as when the need so dictates, for the purpose of recruiting labour for the project, to address community issues and for acting as an avenue for effective communication and liaison between all the parties.

(g) "Liaison Officer" means a local representative of the temporary workforce, duly appointed through the PSC processes, to act on behalf of the workers and through whom all matters pertaining to the temporary workforce can be channelled.

C3.4.3.4.2.1.3 Status

Where any provisions or requirements of this Specification are in conflict with anything elsewhere set out in the Contract, the provisions and requirements of this Specification shall take precedence and prevail.

C3.4.3.4.3 PERMITTED SOURCES OF TEMPORARY WORKERS

The Contractor shall as far as possible make optimum use of the human resources outside his own workforce and the workforces of all subcontractors. The temporary workforce that is to be used in the execution of the Works in terms of Part C3 may consist of the workers of local communities, and shall not be bound to one particular community.

C3.4.3.4.4 EMPLOYMENT RECORDS TO BE PROVIDED

(a) The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Engineer at monthly intervals from the commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities that shall have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a JRA approved format. An example of the forms to be used is illustrated in Part C5 of this document, (forms EPWP 9 and 10 (E).

(b) The Contractor shall, on completion of the Contract, and as a pre-requisite event to the release of any retention money in terms of the Conditions of Contract, provide the Engineer with copies of the Terms of Employment as well as independently audited documentary evidence of the total number of temporary and permanent employment opportunities actually generated during the Contract.

C3.4.3.4.5 VARIATIONS IN WORKER PRODUCTION RATES

Notwithstanding anything to the contrary as may be stated in or inferred from any other provision of this Contract, the Contractor shall not be entitled to any additional payment or compensation

whatever, in respect of any differences as may result between the production rates actually achieved by workers in the course of the execution of the Contract Works and those production rates on which he has based his tender.

C3.4.3.4.6 TRAINING OF THE TEMPORARY WORKFORCE

(a) Selected members of the workforce are to be provided with structured training in accordance with the provisions of Part C3.4.3.3.

(b) The Contractor shall make all necessary allowances in his programme of work to accommodate and facilitate the delivery of such structured training and shall comply fully with the requirements of Part C3.4.3.3.

(c) The provision of structured training as described in Part C3.4.3.3. shall not relieve the Contractor of any of his obligations in terms of the Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of all training of the workforce, additional to that as provided for in Part C3.4.3.3, as may be necessary to achieve the execution and completion of the works strictly in accordance with the provisions of the Contract.

C3.4.3.4.7 RECRUITMENT AND SELECTION PROCEDURES

C3.4.3.4.7.1 The Project Steering Committee, though the assistance of the Social Facilitator and the Contractor, shall be responsible for the recruitment and selection of the Community Liaison Officer and the workers to constitute the temporary workforce.

C3.4.3.4.7.2 The Contractor shall advise the Engineer in writing of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall posses (taking due cognisance of the provisions of the Contract relating to training).

C3.4.3.4.7.3 The Social Facilitator shall take the necessary actions to advertise within the affected local communities comprising the personnel resources, the fact that temporary employment opportunities exist and the time and place where recruiting will occur

C3.4.3.4.7.4 The Social Facilitator shall record in writing, the details of all persons applying for employment, including inter alia:

(a) Name, Identity Number, Date of Birth, age and sex

(b) Marital status and number of dependants

(c) Qualifications and previous work experience (whether substantiated or not)

(d) On the job training programmes attended

(e) Period since last economically active

(f) Preference for type of work or task.

C3.4.3.4.7.5 The selection of workers from amongst the applicants should take into cognizance the Contractor's requirements for the workforce and the provisions of the contract in regard to the provision of training to the workforce and in accordance with the following principle:

(a) No potential temporary worker shall be precluded from being employed by the Contractor on the execution of the Works, by virtue of his lack of skill in any suitable operation forming part of the Works, unless -

(i) all available vacancies have been or can be filled by temporary workers who already posses suitable skills, or

(ii) the Time for Completion allowed in the Contract, or the remaining portion of the Contract Period (as the case may be) is insufficient to facilitate the creation of the necessary skills.

(b) Preference shall be given to the unemployed and single heads of households.

(c) The Contractor shall, in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected.

(d) The selection process shall not be prejudicial to youth (over the age of fifteen years) and women. The Contractor should strive to achieve the participation target for employment set for this project which is 60% female and 20% youth.

C3.4.3.4.7.6 After making the selection, the Social Facilitator shall forward the list in writing and without undue delay, to the Engineer for record keeping.

C3.4.3.4.7.7 The provisions of this clause shall apply mutatis mutandis in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the Contract.

C3.4.3.4.7.8 The Contractor shall, after appointing his temporary workforce, arrange at his own cost for the appointment of the Liaison Officer as representative of the workforce to act on their behalf with regards to all matters pertaining to the workforce.

C3.4.3.4.8 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE

C3.4.3.4.8.1 All temporary workers engaged in accordance with the provisions of Part A of the Project Specifications, shall be employed on the terms and conditions of employment as are consistent with those as set out in this Contract. The Contractor shall implement and adhere strictly to such terms and conditions relating to the employment of the temporary workforce, and subject only to the provisions of this Contract, shall not employ any temporary worker on terms and conditions which are less favourable to the worker or inconsistent with the standards and norms generally applicable to temporary workers in the Civil Engineering Industry and applicable to the particular area. Refer to the Contract of Employment drafted/published by Department of Labour.

C3.4.3.4.8.2 RATE OF REMUNERATION. The Contractor shall pay to all workers engaged in terms of the contract, not less than the applicable gazetted minimum rate of remuneration in terms of the Sectorial Determination 2: Civil Engineering Sector.

The remuneration of the CLO shall be paid monthly at the rate equivalent to Task Grade 3 in accordance with the provisions of the Basic Conditions of Employment Act, No. 75 of 1997, Amendment i.t.o Sectorial Determination 2: Civil Engineering Sector, South Africa

Compensation for transport for the members of the Project Steering Committee shall be made at a rate of R75 / month. This will cover for transport cost to and from the PSC meeting, site meeting and any other meeting deemed necessary to fulfil their obligations.

C3.4.3.4.8.3 NON-PAYMENT OF LABOURERS. Under this contract it is expected of the Main Contractor to ensure that all labourers are paid in time on a monthly basis, whether they are employed by him/her directly or by any of his/her subcontractors. In the event of non-compliance, the employer reserves the right to use any remedies available at its disposal.

C3.4.3.4.9 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

C3.4.3.4.9.1 The Contractor, as the Employer of the workforce, shall be fully responsible for the establishment and maintenance at his own cost, of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur. Refer to Disciplinary Procedures for Small Business drafted/published by Department of Labour.

C3.4.3.4.9.2 The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the Civil Engineering Construction Industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the Contract.

C3.4.3.4.9.3 In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved with regard to his Terms of Employment, working conditions and training, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor in terms of Subclause C3.4.3.4.9.2 above, by one member of the temporary workforce and one member of the Project Committee, which persons shall be nominated by the worker.

C3.4.3.4.9.4 In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures in accordance with Sub clauses C3.4.3.4.9.2 and C3.4.3.4.9.3, then either the Contractor or the worker concerned may require that the matter be referred to the Project Committee for further consideration, with a view to facilitate the resolution thereof.

C3.4.3.4.10 THE SUBCONTRACTORS' WORKFORCES

C3.4.3.4.10.1 The provisions of this Part C shall apply *mutatis mutandis* to the workforces employed by all subcontractors engaged by the Contractor and the Contractor shall be fully responsible for ensuring, at his own cost, that the terms of every subcontract agreement entered into are such as to facilitate the application of these provisions in respect of the workforces of all subcontractors.

C3.4.3.4.10.2 The Contractor shall at his own cost and to the extent necessary, assist and monitor all subcontractors in the application of the provisions of this Specification, and shall, in terms of the Conditions of Contract, remain fully liable in respect of the acts, omissions and neglects of all subcontractors, in respect of the application of the provisions of this Specification.

C3.4.3.4.11 MEASUREMENT AND PAYMENT

The Contractor will not be separately reimbursed or compensated in respect of the provision of the workforce and creation of temporary employment opportunities and all the Contractor's costs associated with compliance with the provisions of this part of the Project Specifications shall,

except to the extent provided for in Part C3.4.3.3. as relevant, be deemed to be included in the rates tendered for the various items of work listed in the Schedule of Quantities.

C3.5 MANAGEMENT

C3.5.1 MANAGEMENT MEETINGS

The following meetings will be required as minimum for the management of the contract.

(a) Monthly client site meeting (using standard agenda for management control).

(b) Technical meetings as required for each phase of the work.

(c) Monthly safety meetings in terms of the OHS requirements.

(d) Weekly progress meetings

C3.5.2 QUALITY CONTROL

Contractor to supply details of quality plan and procedures. These shall include:

- Accommodation of traffic.
- Inspection and test plans.
- Approval process.
- Hold-points.
- Milestones.

PART C4: SITE INFORMATION

C4.1 SITE INFORMATION ..... G.43~~G.28~~

C4.2 LOCALITY PLAN ..... G.44~~G.29~~

C4.1 SITE INFORMATION

C4.1.1 Material site investigation

The material information will be available to the successful tenderer.

C4.1.2 Structures

The material information will be available to the successful tenderer.

C4.1.3 Services

The material information will be available to the successful tenderer.

Water Pipelines:

The material information will be available to the successful tenderer.

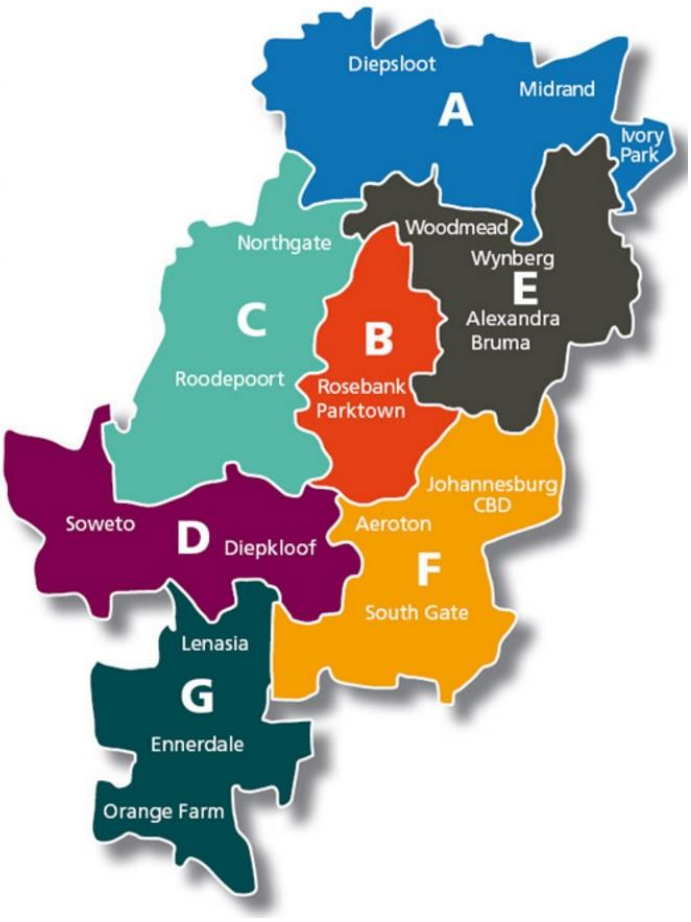
Electricity Lines:

The material information will be available to the successful tenderer.

C4.2 LOCALITY PLAN

The locality plan is shown below.

Region A	Diepsloot, Kya Sands, Dainfern, Midrand, Lanseria, Fourways
Region B	Randburg, Rosebank, Emmarentia, Greenside, Melville, Mayfair, Northcliff, Rosebank, Parktown, Parktown North
Region C	Roodepoort, Constantia Kloof, Northgate, Florida, Bram Fischerville
Region D	Doornkop, Soweto, Dobsonville, Protea Glen
Region E	Alexandra, Wynberg, Sandton, Orange Grove, Houghton
Region F	Inner City, Johannesburg South
Region G	Orange Farm, Weilers Farm, Ennerdale, Lenasia, Eldorado Park, Protea South



PART C5: ANNEXURES

C5.1 PROFORMA DOCUMENTS G.65

C5.2 CONTRACT DRAWINGS .....

C5.1 PROFORMA DOCUMENTS

The following is a list of pro-forma documents and examples that are required to be completed by the successful tenderer.

C5.1.1 EXAMPLE OF SMME DECLARATION AFFIDAVIT G.66

C5.1.2 FORM EPWP 9(E) : CONTRACT EMPLOYMENT REPORT (NOT APPLICABLE AT THIS ATAGE) ..... **ERROR! BOOKMARK NOT DEFINED.**

C5.1.3 FORM EPWP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT**ERROR! BOOKMARK NOT DEFINED.**

C5.1.4 FORM EPWP 11(E) : GENERIC TRAINING REPORT**ERROR! BOOKMARK NOT DEFINED.**

C5.1.5 FORM EPWP 12(E) : ENTREPRENEURIAL TRAINING REPORT..... **ERROR! BOOKMARK NOT DEFINED.**

C5.1.6 FORM EPWP 13(E) : ENGINEERING TRAINING REPORT**ERROR! BOOKMARK NOT DEFINED.**

C5.1.7 FORM EPWP 14(E) : COMMUNITY LIAISON MEETING REPORT..... **ERROR! BOOKMARK NOT DEFINED.**

NOT APPLICABLE AT THIS STAGE

C5.1.1 EXAMPLE OF SMME DECLARATION AFFIDAVIT

1. Name of SMME firm : ……
   Postal address : ……
   Physical address of Head Office: ……
   ……
   Telephone no. : …… Fax no ……..
   Cell no : ……
   Contact person : ……
   VAT registration no. : ……
2. Type of firm (tick as appropriate)
   - Partnership……..
   - One person business/sole trader…….
   - Close corporation: registration no……
   - Date of registration…….
   - Company: registration no…….
   - Pty Ltd: registration no……

   [ATTACH LATEST CIPRO PRINTOUT TO PROVE ABOVE INFORMATION]

3. Principal Business Activities :……
4. Service/work to be performed on this contract: ……..
5. CIDB registration no (if applicable): …….

   [ATTACH LATEST CIDB INFORMATION AS PROOF]

3. SMME status (mark the appropriate category)

5.1. Total full time equivalent of paid employees: ……

5.2. Total Annual turnover: ……

5.3. Total gross asset value (fixed property excluded): …. ……..

[ATTACH CONFIRMATION LETTER OF AUDITER OR INCOME STATEMENT TO SUBSTANTIATE AND PROVE ABOVE INFORMATION]

8. Declaration

I, ……, being duly authorised to sign on behalf of the firm, affirm that the SMME status as stated above and the information as furnished is true and correct.

Signature .....

Name (print) .....

Date .....

Signed on behalf of (print name) .....

Address .....

.....

Telephone no. .....

Commissioner of Oath .....

Date .....

Note: In the case of a Company a certificate of authority for signatory must be provided.