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## JOHANNESBURG DEVELOPMENT AGENCY (JDA)

ADDITIONAL SCOPE REQUIREMENT WORKS FOR NALEDI CLINIC

CONTRACT No.: JDA 17.3.8.B.7033

**ISSUED BY:**

Johannesburg Development Agency

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

Contact Name: Rendani Musetsho  
Telephone No: 011 688 7800  
Email Address: [rmusetsho@jda.org.za](mailto:rmusetsho@jda.org.za)



**PREPARED BY:**

KGA Quantity Surveyors (Pty) Ltd

158 Jan Smuts Building [Ground Floor]  
9 Walter Street  
Rosebank  
2196

Contact Name: Kuban Govender  
Telephone: 011 268 1115  
Email Address: [kuban@kgags.co.za](mailto:kuban@kgags.co.za)



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

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

**CSD SUPPLIER NUMBER** .....

**COMPANY REGISTRATION NUMBER**.....

**TAX VERIFICATION PIN** .....

This tender closes at 12h00 on 27 February 2024 at the offices of the Johannesburg Development Agency "The Bus Factory", 3 Helen Joseph (formerly President) Street, Newtown, Johannesburg.

**NO LATE SUBMISSIONS WILL BE CONSIDERED**

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

# **PROCUREMENT DOCUMENT FOR BUILDING CONSTRUCTION**

## **JBCC SERIES 2000 Edition 5.0 (JULY 2007)**

**ADDITIONAL SCOPE REQUIREMENT WORKS FOR NALEDI CLINIC**

**CONTRACT No.: JDA 17.3.8.B.7033**

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

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

**RE: The Channels of Reporting Fraudulent and Corrupt Activities**

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

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

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

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

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

- Toll free number.....0800 002 587
- Toll free Fax.....0800 007 788
- SMS (charged @ R1.50).....32840
- E-Mail address:.....anticorruption@tip-offs.com
- Website:.....www.tip-off.com
- Free post:.....Free Post, KNZ 138, Umhlanga, 4320



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

# JOHANNESBURG DEVELOPMENT AGENCY

CONTRACT NO. :  
JDA 17.3.8.B.7033

ADDITIONAL SCOPE REQUIREMENT WORKS FOR NALEDI CLINIC

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C4	Site Information	(Green)
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## Part C5: Tender Drawings

C5 Drawings (White)

## TENDER DOCUMENT CHECKLIST

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

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

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xviii	A valid original or certified copy of the B-BBEE status level verification certificate substantiating the B-BBEE rating or an EME must submit a sworn affidavit	<input type="text"/>	<input type="text"/>
xix	Schedule of Recently Completed Contracts	<input type="text"/>	<input type="text"/>
xx	Project Verification Form	<input type="text"/>	<input type="text"/>
xxi	Schedule of Current Contracts	<input type="text"/>	<input type="text"/>
xxii	Schedule of Construction Plant, Equipment and labour	<input type="text"/>	<input type="text"/>
xxiii	Schedule of Proposed Subcontractors	<input type="text"/>	<input type="text"/>
xxiv	Schedule of Proposed Key Personnel and detailed Curricula Vitae of all Key Personnel	<input type="text"/>	<input type="text"/>
xxv	Estimated Monthly Expenditure	<input type="text"/>	<input type="text"/>
xxvi	Methodology Statement	<input type="text"/>	<input type="text"/>
xxvii	Preliminary Construction Programme	<input type="text"/>	<input type="text"/>
xxviii	Labour, Plant and Equipment Histograms	<input type="text"/>	<input type="text"/>
xxix	Audited Financial Statements for past 3 years	<input type="text"/>	<input type="text"/>
xxx	Bank Rating	<input type="text"/>	<input type="text"/>
xxxi	SMME Plan	<input type="text"/>	<input type="text"/>
xxxii	Local Content	<input type="text"/>	<input type="text"/>

## PART T1: TENDERING PROCEDURES

### T1.1 TENDER NOTICE AND INVITATION TO TENDER

#### CONTRACT No.: JDA 17.3.8.B.7033

#### ADDITIONAL SCOPE REQUIREMENT WORKS FOR NALEDI CLINIC, SOWETO

The Johannesburg Development Agency invites tenders for the additional scope requirement work for Naledi Clinic, in Soweto. The works comprises the following: demolition and rebuilding of outbuilding, interior finishes to guard house, minor external works, specialist provisional sum items as listed in the Bills of Quantities, specialist electrical equipment as listed in the Specialist Bills of Quantities.

It is a condition of this tender that the successful contractor shall be required to subcontract a minimum value of work to **SMME's** equal to **30%** of the stipulated work. The stipulated work includes the following trades:

- Masonry, Plastering, Painting, Tiling, Demolitions, Retaining walls, Fencing, Landscaping and Artwork.

It is estimated that the tenderers should have a CIDB contractor grading designation of a minimum 7GB or higher with a sub-grading for electrical engineering works of 4EB and 4EP. Joint ventures are eligible to submit tenders provided that they satisfy the criteria stated in the Tender Data.

This tender is an open tender to all contractors with a minimum CIDB grading of 7GB with a sub-grading for electrical engineering works of 4EB and 4EP.

Queries relating to the issue of these documents or the project may be addressed to Ms Rendani Musetsho on e-mail to: [rmusetsho@jda.org.za](mailto:rmusetsho@jda.org.za) and any procurement related issues may be addressed to Mr Yandisa Dinga on e-mail to: [ydinga@jda.org.za](mailto:ydinga@jda.org.za).

**A site briefing will be held on 2 February 2024 at 11.00am, on site at Letsatsi Street, Naledi. GPS co-ordinates -26.265068, 27.825107.**

**The closing time for receipt of tenders is 12h00 on the 27 February 2024.**

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

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

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

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



**PART T1: TENDERING PROCEDURES****T1.2 TENDER DATA**

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, (May 2010) as published in Government Gazette No 33239, Board Notice 86 of 2010 of 28 May 2010. (See [www.cidb.org.za](http://www.cidb.org.za)).

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

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

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

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Clause Number	Clause Heading	Data / Wording
<b>F.1.4</b>	<b>Project Manager</b>	<p>Name: Akweni Project Managers</p> <p>Address: 145 Second Avenue, Parkmore Johannesburg, 2196</p> <p>Tel: (010) 300 0230</p> <p>Fax:</p> <p>E-mail: <a href="mailto:anthonya@akweni.co.za">anthonya@akweni.co.za</a></p>
<b>F.2.1</b>	<b>Eligibility</b>	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, are eligible to have their tenders evaluated.</p> <p>In addition, only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the lead partner has a contractor grading designation in the 7GB (or higher) General Building class of construction work ; with 4EB and 4EP and</li> <li>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an 7GB, 4EB and 4EP or higher class of construction work determined in accordance with Regulation 25 (1B) or 25 (7A) of the Contraction Industry Development Regulations.</li> </ol>
<b>F.2.7</b>	<b>Clarification Meeting</b>	<b>A compulsory site clarification meeting will be held on 2 February 2024 at 11.00am, on site. GPS co-ordinates, -26.265068, 27.825107. The address is Letstatsi Street, Naledi, Soweto.</b>
<b>F.2.12</b>	<b>Alternative tender offers</b>	No alternative tender offers will be considered.
<b>F.2.13.2</b>		All returnable documents to the employer as defined in F.1.2 of the Tender Data shall be returned in legible writing in non-erasable ink.
<b>F.2.13.3</b>	<b>Number of copies of tender offers to be submitted to the Employer</b>	<b>Parts of each tender offer communicated on paper shall be submitted as an original, plus one (1) copy.</b>
<b>F.2.13.5</b> <b>F.2.15.1</b>	<b>Sealing and Delivery of tender offers</b>	<p>The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Reception Desk of the Johannesburg Development</p>

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Clause Number	Clause Heading	Data / Wording
		<p>Agency</p> <p>Physical address: The Bus Factory 3 Helen Joseph St (formerly President St) NEWTOWN JOHANNESBURG</p> <p>Identification details: <i>Tender reference</i> <b>JDA 17.3.8.B.7033</b></p> <p><b>ADDITIONAL SCOPE REQUIREMENT WORKS FOR NALEDI CLINIC, SOWETO</b></p>
<b>F.2.13.9</b>	<b>Telephonic</b>	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will <b>not</b> be accepted.
<b>F.2.15</b>	<b>Closing time of tender offers</b>	The closing time for submission of tender offers is: <b>12h00 on 27 February 2024.</b>
<b>F.2.16.1</b>	<b>Tender offer validity</b>	The tender offer validity period is 120 days.
<b>F.2.16.3</b>		<p><b>Add the following:</b></p> <p>“Should a tenderer amend or withdraw his or her tender after the closing date and time, but prior to him or her being notified of the acceptance thereof, or should a tenderer after having been notified that his or her tender has been accepted –</p> <ol style="list-style-type: none"> <li>1. give notice of his or her inability to execute the Contract in accordance with his or her tender; or</li> <li>2. fail to sign a contract within the period stipulated in the tender requirements or any extended period determined by the employer; or</li> <li>3. fail to execute the Contract.</li> </ol> <p>he or she shall pay all additional expenses which the employer has to incur in inviting new tenders and pay the difference between his or her tender and any less favourable tender accepted, as well as any consequential loss which may arise as a result of his/her non-fulfilment of his/her obligations: Provided that the employer may exempt a tenderer from the provisions of this sub-regulation if he is of the opinion that such non-performance is justifiable.</p> <p>When during the above-mentioned circumstances it is not deemed expedient to invite new tenders, the employer may entertain a recommendation for acceptance of a tender from those already received.”</p>
<b>F.2.17</b>	<b>Clarification of tender after submission</b>	<p><b>Add the following:</b></p> <p>“The tenderer is to provide clarification with regards to a request for clarification from the employer, within 48 hours of the employer making the request, failing which, the tender offer will be considered non-responsive.”</p>
<b>F.2.18</b>		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

**JOHANNESBURG DEVELOPMENT AGENCY (JDA)**

Clause Number	Clause Heading	Data / Wording
		such staff members satisfy the eligibility requirements.
<b>F.2.20</b>	<b>Letter of Intent</b>	The tenderer is required to submit with his tender a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document.
<b>F.2.23</b>	<b>Certificates</b>	<p>The tenderer is required to submit with his tender:</p> <ul style="list-style-type: none"> <li>a) A copy of a valid Tax Pin Number.</li> <li>b) An original and valid certified B-BBEE status level verification certificate or a certified copy thereof, substantiating the bidding entity's B-BBEE rating. Only certificates issued by verification agencies accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board of Auditors (IRBA) will be accepted. <b>The copy must bear an original stamp. Failure to submit as required will result in the bidder scoring zero (0) points for B-BBEE.</b></li> <li>c) Copies of legal registration documents of company /close corporations/partnership, including certified copies of Identity Documents.</li> <li>d) Joint Venture Agreement and Power of Attorney for Joint Ventures with the Targeted Enterprise.</li> <li>e) Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)</li> <li>f) Documents and Schedules listed in Part T2.</li> </ul>
<b>F.3.4</b>	<b>Opening of tender submissions</b>	Tenders will be opened immediately after the closing time at 12h00 on 27 February 2024.
	<b>Disqualification Criteria</b>	<p><b>BIDDERS WILL BE DISQUALIFIED FOR:</b></p> <ul style="list-style-type: none"> <li>• Failure to complete and sign the Offer page in full;</li> <li>• Failure to complete and submit a Priced Bill of Quantities in full;</li> <li>• Failure to duly complete Form A3 (where required) that includes for any addenda that may have been issued where such addenda has a material effect on the price;</li> <li>• Termination during the last five (5) years on previous contracts with the JDA or any other organ of state after written notice was given to that bidder;</li> <li>• Not satisfactory progress on current contract/s with JDA</li> <li>• Completing the tender document in pencil;</li> <li>• Failure to correctly carry forward the correct amount to the Offer Page.</li> <li>• Failure to be <b>ACTIVE and registered</b> on the required grading</li> <li>• Non-attendance of compulsory site briefing</li> </ul> <p>Failure to complete MBD 6.2</p>

Clause Number	Clause Heading	Data / Wording																
	<b>Price and Preference</b>	<p>PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022</p> <p>The 90/10 preference point system will apply to this tender and the lowest acceptable tender will be used to determine the applicable preference point system The 90/10 price/preference points system will be applied to the evaluation of responsive tenders up to and 10 including a Rand value of above R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.</p> <p>Price shall be scored as follows:</p> <p><math>Ps = 90 \times (1 - (Pt - Pmin))</math></p> <p>Pmin</p> <p>Where: Ps is the number of points scored for price;</p> <p>Pt is the price of the tender under consideration;</p> <p>Pmin is the price of the lowest responsive tender.</p> <p>Preference points shall be based on the Specific Goal as per below:</p> <p>TABLE 1:AWARD ABOVE 50M (VAT INCLUSIVE)</p> <table><tr><th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (90/10 system) (To be completed by the organ of state)</th><th>Number of points claimed (80/10 system) (To be completed by the tenderer)</th><th>Evidence</th></tr><tr><td>Race – people who are Black, Coloured or Indian (ownership)* More than 50% black ownership</td><td>2</td><td>5</td><td>• B-BBEE certificate or QSE/EME Affidavit; • Company Registration Certification • Certified Identification Documentation. • CSD report</td></tr><tr><td>Gender are women (ownership)* More than 50% women ownership</td><td>3</td><td>10</td><td>• Company Registration Certification • Certified Identification Documentation • CSD report</td></tr><tr><td>Enterprises located within the City of Johannesburg Metropolitan Municipality</td><td>5</td><td>5</td><td>• CSD and proof of municipal account/ letter from the Ward Council confirming business address</td></tr></table>	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (80/10 system) (To be completed by the tenderer)	Evidence	Race – people who are Black, Coloured or Indian (ownership)* More than 50% black ownership	2	5	• B-BBEE certificate or QSE/EME Affidavit; • Company Registration Certification • Certified Identification Documentation. • CSD report	Gender are women (ownership)* More than 50% women ownership	3	10	• Company Registration Certification • Certified Identification Documentation • CSD report	Enterprises located within the City of Johannesburg Metropolitan Municipality	5	5	• CSD and proof of municipal account/ letter from the Ward Council confirming business address
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Clause Number	Clause Heading	Data / Wording			
		Total Points	10	20	Failure to attach evidence will lead to scoring zero points
		<p>Failure to attach evidence will lead to scoring zero points</p> <p>Having completed a technical evaluation, the procedure for the evaluation of technically qualifying tenders is Method 2 (Price and Preferences). The Preference Point System assigns a score to each tenderer based on the tender price and on the tenderer's preference points. These scores are combined to determine an overall score for the tender. The tender with the highest score will be considered for acceptance.</p> <p>The Preference Point System will be applied as follows:</p> <p>For tenders above R50 million</p> <p>90 points are assigned to price</p> <p>Up to 10 points are assigned to BBBEE status per the table under item</p> <p>Points scored will be rounded off to the nearest 2 decimal places</p> <p>Schedule 3:</p> <p>PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022</p> <p>Notes:</p> <p>8.3.1.1 "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act (Act No.53 of 2003).</p> <p>8.3.1.4 The submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and are in accordance with notices published by the Department of Trade and Industry in the Government Gazette.</p> <p>8.3.1.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.</p> <p>8.3.1.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.</p> <p>8.3.1.7 A person will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for.</p> <p>8.3.1.8 A person awarded a contract will not be permitted to sub-contract more than 25% of the value of the contract to any other enterprise that does not</p>			

Clause Number	Clause Heading	Data / Wording
		<p>have an equal or higher B-BBEE status level than the person concerned.</p> <p>8.3.1.9 No tender will be awarded to a bidder whose tax matters are not in order with SARS.</p> <p>8.3.1.10 No tender will be awarded to a bidder who is not registered on CSD.</p> <p>8.3.2 Formula for scoring tender price</p> <p>The following formula will be used to calculate the points for price.</p> $Ps = X [1 - (Pt - Pmin)]$ <p>Pmin</p> <p>Where</p> <p>Ps = Points scored for comparative price of tender under consideration</p> <p>Pt = Comparative price of tender under consideration</p> <p>Pmin = Comparative price of lowest acceptable tender</p> <p>X = Points assigned to price</p> <p>8.3.3 The total preference points for a tender are calculated with the formula</p> $PP = Ps + Pbee$ <p>Where</p> <p>PP is the total number of preference points scored by the tenderer</p> <p>Ps is the points scored for the comparative price of the tenderer, and</p> <p>Pbee is the number of points awarded to the tenderer based on his certified B-BBEE status level</p>
	<b>Risk Tolerance</b>	<p><b>RISK TOLERANCE FRAMEWORK</b></p> <p>The JDA has adopted a Risk Tolerance Framework (RTF) which enjoins the JDA to consider its risk exposure to contractors/Service Providers in terms of the number of contracts awarded to a single Contractor/service provider or the total value of contracts awarded to a single contractor/service provider in a particular year.</p> <p>In terms of the Risk Tolerance Framework, the JDA determine the risk exposure as excessive in instances where the value of the contracts is:</p> <ol style="list-style-type: none"> <li>1) The greater of R80 million or four contracts/ projects in the current financial year or</li> <li>2) The greater of R120 million or six contracts/projects over two financial years (current year and previous financial year).</li> </ol> <p>A risk analysis shall be undertaken on the bidder with the highest number of points obtained, to determine whether the tenderer does not exceed the JDA's risk framework criteria as stated above, in other words whether it falls within the ambit of the Risk Tolerance Framework as acceptable.</p> <p>JDA reserves the right to award a contract to a bidder who has exceeded the threshold as stated above.</p> <p>Shortlisted bidders may be requested to attend interviews should there be any need for clarity.</p> <p>Unsuccessful bidders will have the opportunity to query the award or decision within 14 days from the day of notification.</p> <p>Bidders are to note that JDA does not bind itself to accept the lowest priced bid.</p>
	<b>Conditions of</b>	Contracts will only be awarded if:

**JOHANNESBURG DEVELOPMENT AGENCY (JDA)**

Clause Number	Clause Heading	Data / Wording
<b>F.3.13</b>	<b>contract award</b>	<p>a) A copy of a valid Tax Compliance Status letter. No tender will be awarded to a bidder whose tax matters are not in order with the South African Revenue Service (SARS) at the time of award.</p> <p>b) the tenderer submits a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document;</p> <p>c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</p> <p>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;</p> <p>e) the tenderer has not:</p> <p style="padding-left: 20px;">i) abused the Employer's Supply Chain Management System; or</p> <p style="padding-left: 20px;">ii) failed to perform on any previous contract and has been given a written notice to this effect;</p> <p>f) the tenderer has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</p> <p>g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>i) The tendering entity or the directors/partners of the tendering entity are in good standing with the local authority/municipality.</p> <p>j) No tender will be awarded to a bidder not registered on the National Treasury Central Supplier Database (CSD)</p> <p>k) OHS officer must be registered with SACPCMP at the time of award</p> <p>l) No tender will be awarded to a bidder who does not have a valid COIDA Letter of Good Standing</p>
<b>F.3.18</b>	<b>Acceptance of Tender Offers</b>	<p>Tender offers will only be accepted if:</p> <p>a) The tenderer submits a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document;</p> <p>b) The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</p> <p>c) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>d) The tenderer has not:</p> <p style="padding-left: 20px;">i) abused the Employer's Supply Chain Management System; or</p> <p style="padding-left: 20px;">ii) failed to perform on any previous contract and has been given a written notice to this effect;</p> <p>e) The tenderer has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</p> <p>f) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>g) The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p>



**JOHANNESBURG DEVELOPMENT AGENCY (JDA)**

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

F.3.11.3 - EVALUATION OF TENDER OFFERS - ATTACHED AS A SEPERATE ANNEXURE AT END OF TENDER DOCUMENT

**T2.1 LIST OF RETURNABLE DOCUMENTS****T2.1.1 Returnable Documents and Schedules required for tender evaluation purposes**

The tenderer must complete the following returnable schedules

- Form A1:** Authority to sign Tender
- Form A2:** Declaration of Interest
- Form A3:** Record of Addenda to Tender Documents
- Form A4:** Banking Details
- Form A5:** Proposed Amendments and Qualifications (if any)
- Form A6:** Certificate of Authority for Targeted Enterprise Partners/Subcontractors
- Form A7:** MBD9 Certificate of Independent Bid Determination
- Form A8:** Particulars of any contracts awarded by an organ of state during the last 5 years
- Form A9:** Fulfilment of the Construction Regulations
- Form A10:** Questionnaire on tenderer's procedures with respect to OHSA and Construction Regulations
- Form A11:** Business Declaration
- Form A12:** A copy of a valid Tax Pin Number
- Form A13:** Copy of current Municipal Account in the name of the Tenderer or alternatively in the names of the Directors/Partners of the tendering entity
- Form A14:** Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the JBCC pro-forma (refer C1.3)
- Form A15:** MBD5 Declaration for Procurement above R10 million (Vat Included)
- Form A16:** MBD8 Declaration of Bidders Past Supply Chain Management Practices
- Form A17:** Declaration of State of Municipal Accounts
- Form B1:** Proof of CIDB Grading
- Form B2:** A valid originally or certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating or an EME must submit a sworn affidavit
- Form B3:** Schedule of Recently Completed Contracts
- Form B4:** Schedule of Current Contracts
- Form B5:** Schedule of Construction Plant, Equipment and Labour
- Form B6:** Schedule of Proposed Subcontractors
- Form B7:** Schedule of Proposed Key Personnel and detailed CV's of all key personnel
- Form B8:** Estimated Monthly Expenditure
- Form B9:** Methodology Statement
- Form B10:** Preliminary Construction Programme
- Form B11:** Labour, Plant and Equipment Histograms
- Form B12:** Audited Financial Statements for past three (3) years
- Form B13:** Bank Rating
- Form B14:** SMME Plan
- Form B15:** Bills of Quantities
- Form B16:** Local Content

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

- Form of Offer and Acceptance
- Contract Data
- Priced Bill of Quantities
- Occupational Health and Safety Agreement (C1.4)
- Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993 (C1.5)
- Approved Construction Programme

## T2.2 RETURNABLE SCHEDULES AND DOCUMENTS

### T2.2.1 Returnable Schedules and Documents

<b>Form A1:</b>	Authority to sign Tender
<b>Form A2:</b>	Declaration of Interest
<b>Form A3:</b>	Record of Addenda to Tender Documents
<b>Form A4:</b>	Banking Details
<b>Form A5:</b>	Proposed Amendments and Qualifications (if any)
<b>Form A6:</b>	Certificate of Authority for Targeted Enterprise Partners/Subcontractors
<b>Form A7:</b>	MBD9 Certificate of Independent Bid Determination
<b>Form A8:</b>	Particulars of any contracts awarded by an organ of state during the last 5 years
<b>Form A9:</b>	Fulfilment of the Construction Regulations
<b>Form A10:</b>	Questionnaire on tenderer's procedures with respect to OHSA and Construction Regulations
<b>Form A11:</b>	Business Declaration
<b>Form A12:</b>	A copy of a valid Tax Pin Number.
<b>Form A13:</b>	Certified Copy of current Municipal Account in the name of the Tenderer or alternatively in the names of the Directors/Partners of the tendering entity
<b>Form A14:</b>	Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the JBCC pro-forma (refer C1.3)
<b>Form A15:</b>	MBD5 Declaration for Procurement above R10 million (Vat Included)
<b>Form A16:</b>	MBD8 Declaration of Bidders Past Supply Chain Management Practices
<b>Form A17:</b>	Declaration of State of Municipal Accounts
<b>Form B1:</b>	Proof of CIDB Grading
<b>Form B2:</b>	A valid originally certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating or an EME must submit a sworn affidavit
<b>Form B3:</b>	Schedule of Recently Completed Contracts
<b>Form B4:</b>	Schedule of Current Contracts
<b>Form B5:</b>	Schedule of Construction Plant, Equipment and Labour
<b>Form B6:</b>	Schedule of Proposed Subcontractors
<b>Form B7:</b>	Schedule of Proposed Key Personnel and detailed CV's of all key personnel
<b>Form B8:</b>	Estimated Monthly Expenditure
<b>Form B9:</b>	Methodology Statement
<b>Form B10:</b>	Preliminary Construction Programme
<b>Form B11:</b>	Labour, Plant and Equipment Histograms
<b>Form B12:</b>	Audited Financial Statements for past three (3) years
<b>Form B13:</b>	Bank Rating
<b>Form B14:</b>	SMME Plan
<b>Form B15:</b>	Bills of Quantities
<b>Form B16:</b>	Local Content

**FORM A1: Authority to Sign Tender**

Notes to tenderer:

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

.....  
**SIGNATURE**

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

.....  
**DATE**

**FORM A2: Declaration of Interest**

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

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

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

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

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

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

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

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

**CERTIFICATION**

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

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

.....  
Signature

.....  
Position

.....  
Name of Bidder

.....  
Date

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

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

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

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

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

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

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

.....  
**Date**



**FORM A4: Banking Details**

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

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

.....  
**SIGNATURE**

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

.....  
**DATE**

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

[illegible]

DATE \_\_\_\_\_

## JOHANNESBURG DEVELOPMENT AGENCY (JDA)

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

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

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

.....  
**SIGNATURE**

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

.....  
**DATE**

JDA JBCC

**FORM A7: Certificate of Independent Bid Determination**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

**JOHANNESBURG DEVELOPMENT AGENCY**

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**FORM A8: Particulars of all Contracts awarded by an Organ of State during the last 5 years**

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

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

## FORM A8 (Continued)

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

.....  
**SIGNATURE**

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

.....  
**DATE**

**Organ of State means-**

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

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

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

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

(Tick)

<b>YES</b>	
<b>NO</b>	

2. Proposed approach to achieve compliance with the Regulations

(Tick)

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

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

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

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

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

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

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



**JOHANNESBURG DEVELOPMENT AGENCY (JDA)**

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

(Tick)

<b>YES</b>	
<b>NO</b>	

.....  
**SIGNATURE**

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

.....  
**DATE**

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

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

9. What other measures will the tenderer take to comply with the OHSACT and the Construction Regulations?.....Yes/No

If no, what are the tenderer's proposals to comply with this requirement?

.....  
.....

9. Is the tenderer registered and in good standing with the Compensation Commissioner or duly approved compensation insurer?.....Yes/No

.....  
**SIGNATURE**

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

.....  
**DATE**

**FORM A11: Business Declaration**

Tender/RFP Number : .....

Tender/RFP Description : .....

Name of Company : .....

Postal Address : .....

Physical Address : .....

Telephone : .....

Fax : .....

Contact Person : .....

Cell Phone Number : .....

E-Mail Address : .....

Company/enterprise Income

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

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

VAT Registration Number : .....

Company Registration Number: .....

1. Type of Firm

- ☐ Partnership
- ☐ One-person business/sole trader
- ☐ Close corporation
- ☐ Public company
- ☐ Private company

(Tick One Box)

2. Principal Business Activities

.....

.....

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

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

.....

.....

5. Did the firm exist under a previous name?

☐ Yes

☐ No

(Tick one box)

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

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

Full Time: .....

Part Time: .....

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

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

SERVICE	NAME	CONTACT PERSON	TELEPHONE
ACCOUNTING			
LEGAL			
AUDITING			
BANKING			
INSURANCE			

#### BANK DETAILS

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

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

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

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

BANK: .....

BRANCH: .....

BRANCH CODE: .....

ACCOUNT NUMBER: .....

ACCOUNT HOLDER: .....

TYPE OF ACCOUNT: .....

**PLEASE INCLUDE ORIGINAL SIGNED AND STAMPED LETTER FROM THE BANK CONFIRMING THE COMPANY'S BANKING DETAILS, PHOTOSTAT COPIES AND LETTERS BEARING ELECTRONIC SIGNATURES WILL NOT BE ACCEPTABLE.**

JDA JBCC

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

SIGNATURE : .....

NAME IN FULL : .....

CAPACITY : .....

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

DATE : .....

**FORM A12: A copy of a valid Tax Pin Number.**

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

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

.....  
**SIGNATURE**

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

.....  
**DATE**

**FORM A13: Municipal Accounts**

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

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

.....  
**SIGNATURE**

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

.....  
**DATE**



**FORM A14: Letter of Intent**

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

.....  
**SIGNATURE**

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

.....  
**DATE**

**FORM A15: Declaration for Procurement above R10 million (MBD 5)**

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**

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

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

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

.....

**YES / NO**

.....

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

**YES / NO**

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

2.2 If yes, provide particulars.

.....

.....

.....

.....

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

**YES / NO**

3.1 If yes, furnish particulars

.....  
.....

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

**YES / NO**

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**FORM A16: Declaration of Bidder's Past Supply Chain Management Practices (MBD 8)****DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

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

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**FORM A17: DECLARATION ON STATE OF MUNICIPAL ACCOUNTS**

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

B Bid Information

i. Name of bidder:  
.....

ii. Registration Number:  
.....

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

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

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

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

1.  
.....

2.  
.....

3.  
.....

4.  
.....

5.  
.....

6.

.....

7.

.....

C Documents to be attached.

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

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

---

**Signature**

---

**Date**

**FORM B1: CIDB Grading**

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

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

.....  
**SIGNATURE**

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

.....  
**DATE**



**FORM B2: B-BBEE Certificate**

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

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

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

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

.....  
**SIGNATURE**

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

.....  
**DATE**

FORM B3: Schedule of Recently Completed Contracts

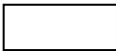
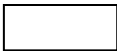
The Tenderer shall list below five building construction contracts of a **similar nature** completed by the Tenderer in the past five years. Similar nature refers to building projects, with a minimum value of R20m. This form is to be completed and submitted together with reference letters from the employer on their letterhead for each of the projects listed.

This information is material to the award of the Contract.  
**(In the event of insufficient space, attach supplementary documentation)**

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

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

.....  
**Date**



FORM B4:    Schedule of Current Contracts

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

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

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

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

.....  
**Date**

**JOHANNESBURG DEVELOPMENT AGENCY (JDA)****FORM B5: Schedule of Construction Plant & Equipment**

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

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

DESCRIPTION	QUANTITY	YEAR ACQUIRED

*Attach additional information in a supplementary document*

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

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

*Attach additional information in a supplementary document*

.....  
**Signature**

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

.....  
**Date**

JDA JBCC

FORM B6: Schedule of Proposed Sub-Contractors

I/We hereby notify you that it is my/our intention to employ the following Sub-Contractors for work in this contract. Tenderers are to provide details of their subcontractors for the following trades: **All Trades**.

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

.....

Signature

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

.....

Date

## JOHANNESBURG DEVELOPMENT AGENCY (JDA)

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### FORM B7: Proposed Key Personnel

The Tenderer shall list below the key personnel whom he proposes to employ on the contract should his offer be accepted, both at his headquarters and on the site, together with their qualifications, experience and positions held.

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

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

.....  
**Signature**

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

.....  
**Date**

JDA JBCC

**FORM B8: Estimated Monthly Expenditure**

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

**\* The amounts for contingencies must not be included.**

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

.....  
 .....

**SIGNATURE**

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

**DATE**

**FORM B9: Methodology Statement**

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

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

.....

**SIGNATURE**

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

**DATE**



**FORM B10: Preliminary Construction Programme**

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

.....  
.....

**SIGNATURE**

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

**DATE**

**FORM B11: Labour, Plant and Equipment Histograms**

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

.....  
.....

**SIGNATURE**

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

**DATE**

**FORM B12: Financial Statements**

The tenderer shall include as an attachment to their submission the Audited Financial Statements for the past three years.

.....  
.....

**SIGNATURE**

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

**DATE**

**FORM B13: Bank Rating**

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

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

.....  
.....

**SIGNATURE**

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

**DATE**

**FORM B14: SMME Plan**

The tenderer shall include as an attachment to their submission a detailed SMME plan indicating how the SMME requirements will be achieved, as detailed in Part C3: Scope of Works. The SMME Plan must clarify the manner in which the bidder intends to manage, support and empower local SMME's contractors.

The SMME plan must detail (i) how quality will be controlled, (ii) how the scope of works will be scheduled (programme), (iii) how will skills be transferred, and (iv) how will reporting to the client be done (content of reports, frequency etc.).

.....

**SIGNATURE**

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

**DATE**

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

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

**FORM B16: Declaration Certificate for Local Production and Content for Designated Sectors (MBD 6.2)**

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 Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required 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](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

## 2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Steel Products and Component for Construction	
Steel Value-added Products	_100%
Steel Power Pylons, Monopole Pylons,	
Steel Substation Structures, Power line Hardware,	_100%
Street light steel poles,	
Plastic Pipes	100%
Electrical Cables	_100%
Valves Products	_100%
DC Combiner Boxes	_65%
Mounting Structure	_90%
Inverter	40%



Prepaid Electricity Meters	100%
Pastic Pipes	100%
Bulk Material Handling	85%
Structural Steel	100%

Pumps, Medium Voltage (MV) Motor and Associated Accessories 70%

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

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

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

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

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

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

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

(Tick applicable box)

YES		NO	
-----	--	----	--

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....
- (b) Practice number: .....
- (c) Telephone and cell number: .....
- (d) Email address: .....

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

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the

dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

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

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

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

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

NB

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

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

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of ..... (name of bidder  
entity), the following:

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

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

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

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

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

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

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

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

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

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

**PART C1: AGREEMENT AND CONTRACT DATA**

**C1.1 FORM OF OFFER AND ACCEPTANCE**

**Offer**

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

**ADDITIONAL SCOPE REQUIREMENT WORKS FOR NALEDI CLINIC – CONTRACT NO.: JDA 17.3.8.B.7033**

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

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

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

.....

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

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

**TENDERER:**

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Capacity

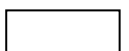
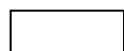
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Name and address of organisation:

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

JDA JBCC



**Acceptance**

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

The terms of the contract, are contained in:

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

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

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

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

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

**EMPLOYER:****WITNESS:**

---

Signature

---

Signature

---

Name

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Name

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Capacity

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Capacity

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Date

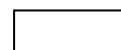
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Date

Name and address of organisation:

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

JDA JBCC



Schedule of Deviations

Notes:

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

1 Subject .....  
Details .....  
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2 Subject .....  
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**JOHANNESBURG DEVELOPMENT AGENCY (JDA)**

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

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

**TENDERER:**

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Signature

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Name

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Capacity

Name and address of organisation:

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**WITNESS:**

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Signature

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Name

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Date**EMPLOYER:**

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Signature

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Name

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Capacity

Name and address of organisation:

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**WITNESS:**

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Signature

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Name

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Date

**Confirmation of Receipt**

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

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

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

**CONTRACTOR:**

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**C1.2 CONTRACT DATA****PART 1: Data Provided by the Employer**

The Conditions of Contract are the *JBCC Series 2000 Principal Building Agreement (July 2007, Edition 5.0-reprint 1)*, published by the Joint Building Contracts Committee. Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011-3154140), the Master Builders Association (011-205-9000) the South African Association of Consulting Engineers (011-4632022) or the South African Institute of Architects (011-4860684).

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

Clause	Data
<b>1.1</b> [1.2]	<p>The <b>Employer</b> is : <b>JOHANNESBURG DEVELOPMENT AGENCY</b></p> <p>Address (physical) : The Bus Factory, 3 Helen Joseph Street (formerly President Street) Newtown, Johannesburg</p> <p>Address (postal) : PO Box 61877, Marshalltown, 2107</p> <p>Telephone : 011 688 7800</p> <p>Facsimile: : 011 688 7863</p> <p>VAT registration number : 444019718</p>
<b>1.2</b> [5.1]	<p>The <b>Principal Agent</b> is : <b>Akwani Group Project Managers</b></p> <p>Address (postal) : 145 Second Avenue, Parkmore, Johannesburg, 2196</p> <p>Telephone : (010) 300 0230</p> <p>: :</p> <p>e-mail : <a href="mailto:anthonya@akweni.co.za">anthonya@akweni.co.za</a></p>
<b>1.3</b> [5.2]	<p>The <b>Agent (1)</b> is : <b>Architect</b></p> <p>Name : <b>Delta Built Environment Consultants</b></p> <p>Address (postal) : 320 The Hillside Street, Rynlal Building, Lynnwood, 0181</p> <p>Telephone : 012 368 1850</p> <p>Facsimile : 012 348 4738</p> <p>e-mail : <a href="mailto:gustav.vanderwesthuysen@deltabec.com">gustav.vanderwesthuysen@deltabec.com</a></p>
<b>1.4</b> [5.2]	<p>The <b>Agent (2)</b> is : <b>Quantity Surveyor</b></p> <p>Name : <b>KGA Quantity Surveyors</b></p> <p>Address (postal) : 158 Jan Smuts Building, 9 Walter Street, Rosebank, 2196</p> <p>Telephone : 011 268 1115</p> <p>Facsimile : 086 551 9468</p> <p>e-mail : <a href="mailto:kuban@kgags.co.za">kuban@kgags.co.za</a></p>

**JOHANNESBURG DEVELOPMENT AGENCY (JDA)**

Clause	Data
<b>1.5</b> [5.2]	The <b>Agent (3)</b> is : <b>Civil &amp; Structural Engineer</b> Name : Snethemba Consulting Engineering Address (postal) : 20 Peltier Drive, Sunninghill, Sandton, 2157 Telephone : 010 330 0450 Facsimile : e-mail : litat@snethemba.co.za
<b>1.6</b> [5.2]	The <b>Agent (4)</b> is : <b>Electrical, Electronic, Mechanical, Wet Services &amp; Fire Engineers</b> Name : Elukhani Engineering Projects Address (postal) : 3 Hyskraan Close, Kya Sands, 2163 Telephone : 011 027 4916 Facsimile : 086 647 0133 e-mail : terrence@elukhani.co.za
<b>1.7</b> [5.2]	The <b>Agent (5)</b> is : <b>Community Participation Consultant</b> Name : <b>Nemai Consulting</b> Address (postal) : 147 Bram Fischer Drive, Ferndale, 2194 Telephone : 011 781 1730 Facsimile : 011 781 1731 e-mail : <a href="mailto:nickyn@nemai.co.za">nickyn@nemai.co.za</a>
<b>1.8</b> [5.2]	The <b>Agent (6)</b> is : <b>Occupational Health &amp; Safety Consultants</b> Name : <b>Empowerisk Management Services</b> Address (postal) : PO Box 1665, Derdepoort Park, 0035 Telephone : 083 425 3832 Facsimile : e-mail : <a href="mailto:edward@empowerisk.co.za">edward@empowerisk.co.za</a>
<b>1.10</b>	The <b>Principal Agent</b> named in 1.2 above is responsible for the preparation of the contract data schedule and must be contacted should the <b>tenderer</b> be uncertain of the information provided or to be provided. Failure to complete the <b>contract data</b> schedule in full may result in the tender being disqualified
<b>2.1</b> [1.7]	The <b>law</b> applicable to this <b>agreement</b> : <p style="text-align: right;"><b>South Africa</b></p>
<b>2.1</b> [1.1]	The <b>works</b> comprise: <p style="text-align: right;">The demolition and rebuilding of outbuilding, interior finishes to guard house, minor external works, specialist provisional sum items as listed in the Bills of Quantities, specialist electrical equipment as listed in the Specialist Bills of Quantities.</p>
<b>2.3</b> [1.1]	The <b>site</b> is situated in: <p style="text-align: right;">Extension 2 in Naledi, Soweto on 1272 Letsatsi Street</p>

**JOHANNESBURG DEVELOPMENT AGENCY (JDA)**

Clause	Data
<b>2.4</b> [15.2.1]	Possession of the <b>site</b> : To be determined.
<b>2.5</b> [15.3]	The period for the commencement of the <b>works</b> after the <b>contractor</b> takes possession of the site is 5 working days, provided that all guarantees, insurances, construction permits, etc. are in place as no extension of time will be granted to the Contractor in failing to provide these documents timeously.
<b>2.6</b> [15.4, 28.0]	Completion of the <b>works</b> in sections is required: <b>No</b>
<b>2.7</b> [3.3 31.16.2]	Waiver of the <b>contractor's</b> lien or right on continuing possession is required: <b>Yes</b>
<b>2.8</b> [16.1]	Defined restrictions to the <b>site</b> area:  <b>The contractor is to adhere to strict working times of 7am – 5pm daily.</b>
<b>2.9</b> [16.4]	Geotechnical investigation of the <b>site</b> has been undertaken:  <b>Yes</b> - Tenderers can view the geotechnical report at the offices of the Engineer
<b>2.10</b> [16.6]	Existing premises will be occupied: <b>No</b>
<b>2.11</b> [16.7]	Provision of temporary services is required: <b>YES (As described below)</b>
	<b>Service</b>
	Water <b>A</b>
	Electricity <b>A</b>
	Telecom <b>A</b>
	Ablutions <b>A</b>
	<b>Note:</b> Option A = Contractor at his cost; Option B = Employer free of charge; Option C = Employer metered (contractor cost)
<b>2.12</b> [16.8]	Protection of existing trees and shrubs is required: <b>Yes - to be identified on site</b>
<b>3.1</b> [10.1.1 12.6]	Contract works insurance is to be effected by the:  • <b>Contractor</b> • For an amount of Contract Sum + 20%
<b>3.2</b> [10.1.2 11.1-3 12.6]	Supplementary insurance: is to be effected by the  • <b>Contractor</b> • For an amount of Contract Sum + 20%

**JOHANNESBURG DEVELOPMENT AGENCY (JDA)**

Clause	Data
<b>3.3</b> [10.1.3 12.6]	Public liability insurance is to be effected by the <ul style="list-style-type: none"> <li>• <b>Contractor</b></li> <li>• For the sum of <b>R10 million</b></li> </ul>
<b>3.4</b> [11.1.1]	Support insurance: <b>N/A</b>
<b>3.5</b> [11.1.2-3, 12.1]	Special insurance: By Contractor for the sum of R 6 million for potential damages to work already constructed by previous contractors. <b>N/A</b>
<b>4.0</b> [24.3.1 30.1-3]	<b>For the works</b> as a whole: The date for <b>practical completion</b> is <b>4 months after possession of the site</b>  The <b>penalty per calendar day</b> is <b>R15 000.00</b>
<b>5.1</b> [3.7]	Construction documents copies to be supplied to the <b>contractor</b> free of charge:  <b>Three copies of the drawings</b>
<b>5.2</b> [3.9]	The <b>priced document</b> may be used as a specification of materials and goods and work methods:  <b>No</b>
<b>5.3</b> [3.10]	The <b>contractor</b> shall provide a schedule of rates:  <b>No</b> (The completed Bills of Quantities must be supplied)
<b>5.4</b> [3.11]	Changes made to <b>JBCC</b> standard document:  <b>Yes</b> - refer to the additions, deletions and alterations to the JBCC Principal Building Agreement as listed under Clause <b>6.0</b> below.
<b>5.5</b> [15.1.1]	On acceptance of the tender the <b>priced document</b> is to be submitted within:  Not Applicable - Fully priced BOQ to be submitted with tender
<b>5.6</b> [22.2]	Work to be undertaken by <b>direct contractors</b> :  None anticipated at present but the Employer has the right to employ direct contractors at a later date.

**JOHANNESBURG DEVELOPMENT AGENCY (JDA)**

Clause	Data
<b>5.7</b> [24.9]	On achievement of practical completion, the <b>contractor</b> is to hand over:  All required manuals etc. related to the works which must include but not limited to: Electrical, Electronic, HVAC, Plumbing & Drainage, Fire Fighting, Waterproofing, etc.
<b>5.8</b> [31.1]	The <b>interim payment</b> certificate:  <b>25<sup>th</sup></b> of every month
[31.5.3 32.13]	The <b>contract value</b> shall <b>not</b> be adjusted according to <b>CPAP</b> and shall be a fixed priced contract
<b>6.0</b>	<b>CHANGES MADE TO THE STANDARD JBCC DOCUMENT ARE:</b>
	<p>The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.</p> <p>Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.</p> <p><b>The additions, deletions and alterations to the JBCC Principal Agreement are:</b></p>
<b>1.0</b>	<p><b>DEFINITIONS AND INTERPRETATION</b></p> <p>Clause 1.1 is deemed to be amended by the addition and amendments of the following:</p> <p>Change the Definition of "<b>AGREEMENT</b>" to read as follows:  <b>AGREEMENT</b> means the agreement arising from the signing of the Form of Offer and Acceptance by the <b>parties</b>.</p> <p>Change the Definition of "<b>CONSTRUCTION PERIOD</b>" to read as follows:  The period commencing on the date of <b>site</b> hand over and ending on the date of <b>practical completion</b>.</p> <p>Change the Definition of "<b>CONTRACT DOCUMENTS</b>" to read as follows:  The <b>agreement</b> and all documents referenced therein. The <b>contract documents</b> shall be taken to be mutually explanatory of one another but in the event of ambiguity, discrepancy, divergence or inconsistency in or between them, the <b>JBCC</b> Principal Building Agreement as amended in the <b>contract data</b> shall prevail over all other <b>contract documents</b>.</p> <p>Change the Definition of "<b>CONTRACT SUM</b>" to read as follows:  The total of prices in the Form of Offer and Acceptance.</p> <p><b>EXCEPTIONALLY INCLEMENT WEATHER</b> means weather which is not only extreme or severe but exceeding that which, on the evidence of the past ten years, could reasonably been expected.</p>

Clause	Data
3.0	<p><b>DOCUMENTS</b></p> <p>Clause 3.1 is deleted.</p> <p>Clause 3.2.1 is deleted and replaced with the following:</p> <p>3.2.1 "A <b>construction guarantee</b> in terms of sub-clause 14.3 as elected in the <b>contract data</b>"</p> <p>Clause 3.3 is deleted and replaced with the following:</p> <p>3.3 The <b>contractor</b> hereby, waives his lien or right of continuing possession of the <b>works</b>.</p> <p>Clause 3.5 is amended by deleting the following:</p> <p>"Formal signatures are not required to render this <b>agreement</b> binding"</p>
4.0	<p><b>DESIGN RESPONSIBILITY</b></p> <p>Clause 4.0 is amended by the addition of the following clauses to the end thereof:</p> <p>4.4 Notwithstanding the provisions of clause 4.2, the <b>contractor</b> is to ensure that <b>nominated, selected or domestic subcontractors</b> shall simultaneously with the signing of the relevant nominated, selected or domestic sub-contract sign and deliver to the <b>employer</b> a design materials and workmanship warranty and undertaking in favour of the <b>employer</b>.</p> <p>4.5 Any subcontractor whose subcontract involves design work will be required to provide to the <b>employer</b> evidence of "professional indemnity" insurance for such design work.</p> <p>If the <b>contractor</b> fails to obtain the necessary design warranties and / or indemnities from the subcontractors, the design responsibility shall be deemed to devolve upon the <b>contractor</b>"</p>
5.0	<p><b>EMPLOYER'S AGENTS</b></p> <p>Clause 5.4 is deleted and replaced with the following:</p> <p>5.4 "Should the <b>principal agent</b> or any <b>agent</b> be unable to act or cease to be an agent, the <b>employer</b> shall inform the <b>contractor</b> of the new <b>principal agent</b> or <b>agent</b> appointed.</p>
6.0	<p><b>CONTRACTOR'S SITE REPRESENTATIVE</b></p>

Clause	Data
	<p>Clause 6.0 is amended by the addition of the following clauses to the end thereof:</p> <p>6.3 The <b>contractor</b> shall submit a full organogram of the site personnel with the names of the management team which will be allocated to the project for the construction of the <b>works</b>.</p> <p>6.4 Where the key personnel are no longer accessible to undertake the necessary work after the award of the tender, the <b>contractor</b> shall within a period of 5 working days replace the key personnel with a person with equivalent competencies and subject to approval by the <b>principal agent</b>.</p> <p>6.5 The <b>contractor's</b> representative shall not be a person against whom the <b>principal agent</b> shall make a reasonable objection.</p>
	<p>6.6 On instruction from the <b>principal agent</b> the <b>contractor's</b> representative shall be replaced by a person approved by the <b>principal agent</b>.</p> <p>6.7 The <b>contractor</b> shall not make any changes to the management and site personnel relative to the project without prior approval of the <b>principal agent</b>.</p>
7.0	<p><b>COMPLIANCE WITH LAWS AND REGULATIONS</b></p> <p>Clause 7.0 is amended by the addition of the following clause to the end thereof:</p> <p>7.2 The <b>employer</b> reserves the right to pay (i.e. whether direct or through the <b>contractor</b> ) for all or any permanent connections to local or other authority services for which provisional amounts have been included within these <b>bills of quantities</b> or within any <b>selected sub-contract</b> documents. In the event of the <b>employer</b> paying for these charges, the <b>contractor</b> will not be entitled to the applicable and agreed mark-up in terms of clause 32.4. All such provisional amounts included in the contract sum will be omitted.</p>
9.0	<p><b>INDEMNITIES</b></p> <p>Clause 9.1 is amended by the addition of the following clause to the end thereof:</p> <p>9.1.4 The <b>contractor</b> indemnifies and holds harmless the <b>employer</b> against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the <b>contractor</b>, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties</p>

Clause	Data
	<p>payable in one sum or by instalments or otherwise shall be included by the <b>contractor</b> in the price and shall be paid by him to those to whom they may be payable. The <b>contractor</b> shall reimburse the <b>employer</b> for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the <b>employer</b> in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the <b>employer</b> is a party.</p> <p>Clause 9.2.7 is deleted.</p>
12.0	<p><b>EFFECTING INSURANCES</b> Delete Clause 12.6</p>
14.0	<p><b>SECURITY</b></p> <p>Clause 14.1 is deleted and replaced with the following clause:</p> <p>14.1 The <b>contractor</b> shall provide the <b>security</b> as stated in the <b>contract data</b>. Such security shall be provided to the <b>employer</b> within fourteen (14) <b>calendar days</b> of acceptance of the <b>contractor's</b> tender.</p> <p>Clause 14.3 is deleted.</p> <p>Clause 14.4 is deleted and replaced with the following clauses:</p> <p>14.4 The <b>employer</b> has selected the <b>security</b> in terms of clause 14.0, which is a fixed <b>construction guarantee</b> and payment reduction. This guarantee is to be issued by the <b>contractor</b>:</p> <p>14.4.1 The <b>contractor</b> shall furnish the <b>employer</b> with a fixed <b>construction guarantee</b> equal in value to ten per cent (10%) of the <b>contract sum</b> within fourteen (14) <b>calendar days</b> from the offer of appointment <b>date</b></p> <p>14.4.2 The fixed <b>construction guarantee</b> shall come into force, be administered and expire in terms of the construction guarantee form included under Part C1 Agreement and Contract Data, Clause C1.3 Construction Guarantee.</p> <p>14.4.3 The <b>employer</b> shall return the fixed <b>construction guarantee</b> to the <b>contractor</b> within fourteen (14) <b>calendar days</b> of its expiring.</p> <p>14.4.4 The payment reduction to the value certified in a <b>payment certificate</b> shall be made [31.8, 34.8].</p> <p>14.4.5 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> [33.0], the <b>employer</b> may issue a written demand in terms of the fixed <b>construction guarantee</b> or may recover from the payment reduction [33.4] or both.</p> <p>Clause 14.5 is deleted.</p>



Clause	Data
	<p>Clause 14.6 is deleted and replaced with the following clause:</p> <p>14.6 Payment made by the guarantor to the <b>employer</b> in terms of a <b>construction guarantee</b> shall not prejudice the rights of the <b>employer</b> or <b>contractor</b>.</p>
15.0	<p><b>PREPARATION FOR AND EXECUTION OF THE WORKS</b></p> <p>Clause 15.1 is amended by the addition of the following to the end thereof:</p> <p>15.1.3 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within fourteen (14) <b>calendar days</b> of date of acceptance of the tender.</p> <p>Clause 15.2 is amended by deleting 15.2.1 and replacing with the following clause:</p> <p>15.2.1 Give the <b>contractor</b> possession of the <b>site</b> within ten (10) <b>working days</b> of the <b>contractor</b> complying with the terms of 15.1.</p> <p>Clause 15.2.2 is deleted.</p> <p>Clause 15.2.3 is deleted.</p> <p>Clause 15.5 is amended by the addition of the following clauses to the end thereof:</p> <p>15.5.1 The <b>contractor</b> shall furnish samples of materials and specimens of finishes as may be called for by the <b>principal agent</b> for his approval.</p> <p>15.5.2 The <b>principal agent</b> may instruct the <b>contractor</b> to furnish samples of workmanship for his approval. Where the <b>principal agent</b> requires an assembly of various elements of the building or installation which is not incorporated in the <b>works</b>, the <b>contractor</b> shall arrange such an assembly at the <b>employer's</b> expense and the <b>contract value</b> shall be adjusted accordingly.</p>
16.0	<p><b>SITE AND ACCESS</b></p> <p>Clause 16.7 is amended by the addition of the following:</p> <p>The <b>contractor</b> shall be deemed to have familiarised himself with all known services, servitudes, etc. Any queries relating to information regarding all known existing services, servitudes, etc. should be directed to the <b>principal agent</b>.</p> <p>The <b>contractor</b> shall be held responsible for damage to existing services caused or arising out of the <b>contractor's</b> operations. Wherever a service is damaged it shall be replaced at the expense of the <b>contractor</b>.</p>
18.0	<p><b>SETTING OUT OF THE WORKS</b></p>

Clause	Data
	<p>Clause 18.1 is amended by replacing "<b>employer</b>" in the first sentence with "<b>contractor</b>".</p> <p>Cause 18.0 is amended by the addition of the following clauses at the end thereof</p> <p>18.5 The <b>contractor</b> shall continuously perform tolerance control checks throughout the contract period and report on these at regular intervals to the <b>principal agent</b> in a format approved by the <b>principal agent</b>.</p> <p>Should the <b>contractor</b> fail to comply with this requirement to the satisfaction of the <b>principal agent</b>, progressively as the structure is constructed, the <b>employer</b> shall be entitled to commission a registered land surveyor to do so on the <b>contractor's</b> behalf and at the <b>contractor's</b> expense.</p> <p>18.6 The <b>contractor</b> shall provide general attendance and all reasonable assistance to the abovementioned or any other land surveyor who may be appointed by the <b>employer</b>.</p>
19.0	<p><b>TEMPORARY WORKS AND PLANT</b></p> <p>Clause 19.0 is amended by the addition of the following clauses:</p> <p>19.3 ...including but not limited to fencing off the site</p> <p>19.4 The <b>contractor</b> shall provide air conditioned office accommodation for meetings suitable for 20 persons. The office accommodation is to be kept clean and fit for use at all times by the <b>contractor</b>.</p> <p>In addition the <b>contractor</b> shall provide air conditioned office accommodation for the resident engineer. The resident engineer's office will be fitted out with a desk, chair, filing cabinet, waste paper bin and internet connectivity. The resident engineer's office will be kept clean and fit for use at all times.</p> <p>19.5 The <b>contractor</b> shall provide 1No main notice board of an approved design with the title of the project and the names of the <b>employer</b>, the <b>principal agent</b>, the <b>agents</b> and the <b>contractor</b> sign written thereon. The <b>principal agent</b> shall instruct the <b>contractor</b> where the boards are to be erected".</p>
24.0	<p><b>PRACTICAL COMPLETION</b></p> <p>Clause 24.0 is amended by replacing the word list with lists.</p> <p>Clause 24.0 is amended by the addition of the following clauses to the end thereof:</p> <p>24.11 Without derogating from the generality of the requirements for <b>practical completion</b> the following specific requirements shall apply:</p> <p>24.11.1 <b>Defects</b> occurring after the issue of the <b>practical completion</b> list requiring remedial work that will in the opinion of the <b>principal agent</b> cause disruption will cause the issue of the certificate of <b>practical completion</b> to be withheld until such <b>defects</b> have been rectified to the</p>

Clause	Data
	<p>satisfaction of the <b>principal agent</b>.</p> <p>24.11.2 The following certificates of compliance shall be required (excluding others that may be required by the local / national authority) from the contractor to achieve <b>practical completion</b>:</p> <ul style="list-style-type: none"> <li>a) A certificate from the contractor that all aspects of the construction regulations of 2014 have been complied with.</li> <li>b) A certificate from the <b>contractor</b> that the National Building Regulations have been complied with</li> <li>c) A certificate of compliance with respect to plumbing and drainage</li> <li>d) An electrical certificate of compliance</li> <li>e) A certificate of compliance with respect to all glazing</li> <li>f) A certificate of compliance and fire clearance certificate from the contractor and fire chief respectively.</li> <li>g) A painting guarantee.</li> <li>h) A mechanical certificate of compliance.</li> <li>i) A structural certificate of compliance.</li> <li>j) A tiling certificate of compliance.</li> <li>k) A waterproofing certificate of compliance.</li> <li>l) Any other applicable guarantees.</li> </ul> <p>24.11.3 A complete set of maintenance and operating manuals together with all workmanship and material warranties and guarantees are to be compiled and issued to the <b>principal agent</b> prior to <b>practical completion</b> being granted. In addition to the abovementioned documentation a formal "on site" handover will be required to be conducted with every discipline in the presence of the <b>contractor</b> as well as the applicable services subcontractor.</p> <p>24.13 After the issue of the <b>certificate of practical completion</b>, entry upon the <b>works</b> to make good <b>defects</b> shall be at such reasonable times as shall be agreed by the <b>principal agent</b>.</p>
25.0	<p><b>WORKS COMPLETION</b></p> <p>Clause 25.0 is amended by changing the word list to lists.</p> <p>Clause 25.0 is amended by adding the following clauses to the end thereof:</p> <p>25.6 The <b>contractor</b> shall generally attend to <b>defects</b> during the <b>defects</b> liability period on a progressive basis and will not be permitted to wait until the end of the patent <b>defects</b> liability period or until the amount of <b>defects</b> accumulates in order to attend to a comprehensive list of <b>defects</b>.</p> <p>25.7 Should the <b>defect</b> be deemed by the <b>principal agent</b> to be urgent he shall notify the <b>contractor</b> in writing to attend to such <b>defect</b>. The <b>contractor</b> shall immediately on receipt of this notice give the <b>principal agent</b> a definite time and date on which he will start the rectification of the said <b>defect</b>.</p> <p>Should the time and date be unacceptable in the opinion of the <b>principal agent</b> or should the <b>contractor</b> not start at this agreed time and date and complete the</p>

Clause	Data
	<p>rectification in a diligent manner, the <b>employer</b> reserves the right to complete the outstanding works and deduct the cost of such work as certified by the <b>principal agent</b> from amounts owing to the <b>contractor</b>.</p>
<p>29.0</p>	<p><b>REVISION OF DATE OF PRACTICAL COMPLETION</b></p> <p>Clause 29.1.1 shall be deleted and replaced with the following:</p> <p>29.1.1 Exceptionally inclement weather</p> <p>"Exceptionally inclement weather" shall be defined as weather conditions in excess of the monthly average recorded for the past 10 (ten) years by the nearest commonly recognised weather bureau in the region of the project.</p> <p>The <b>contractor</b> shall be deemed to have allowed in his <b>programme</b> for the <b>works</b> and opposite this item or in his rates, for the cost of all delays as a result of weather conditions which are average.</p> <p>A delay caused by exceptionally inclement weather conditions will be regarded as a delay only if, in the opinion of the principal agent, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals 30 days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.</p> <p>Clause 29.0 is amended by the addition of the following clauses to the end thereof:</p> <p>29.9 Revision to the date for <b>practical completion</b> shall only be considered when work on the critical path of the agreed <b>programme</b> for the <b>works</b> is delayed.</p>
<p>31.0</p>	<p><b>INTERIM PAYMENT</b></p> <p>Clause 31.1 is deleted and replaced by the following:</p> <p>31.1 The <b>principal agent</b> shall issue an interim <b>payment certificate</b> every month until the issue of the final <b>payment certificate</b>. The <b>contractor</b> is to issue his payment requisition to the quantity surveyor by the 15<sup>th</sup> of each month in preparation for the quantity surveyor to issue a valuation to the <b>principal agent</b> by the 23<sup>rd</sup> of each month, failure to submit a claim will entitle the quantity surveyor to submit a reasonable value for the <b>works</b> done. The <b>payment certificate</b> shall be issued on the date stated [31.3] and may be for a nil or negative amount.</p> <p>Clause 31.6 is amended by the deletion of the first sentence and replaced with the following:</p> <p>Materials and goods shall not, as a general rule, be included in the value certified.</p>

Clause	Data
	<p>Should the <b>principal agent</b> agree, such materials and goods shall be included in the value certified only where, to the satisfaction of the <b>principal agent</b>, the <b>contractor</b> has issued a bank guarantee to the <b>employer</b> in a format to be approved by the <b>principal agent</b>.</p> <p>Clause 31.8 is amended as follows:</p> <p>Clause 31.8.1 is deleted and replaced with the following:</p> <p>31.8.1 Ninety per cent (90%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b>.</p> <p>Clause 31.8.2 is deleted and replaced with the following:</p> <p>31.8.2 Ninety-five per cent (95%) of such value in interim <b>payment certificates</b> issued on to the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b></p> <p>Clause 31.8.3 is deleted</p> <p>Clause 31.9 is deleted and replaced with the following:</p> <p>31.9 The <b>employer</b> shall pay to the <b>contractor</b> the amount certified in an <b>interim payment certificate</b> within thirty (30) <b>calendar days</b> of the date of receipt of the <b>contractor's tax invoice</b> for the amount certified.</p>
34.0	<p><b>FINAL ACCOUNT AND FINAL PAYMENT</b></p> <p>Clause 34.3 is deleted and replaced with the following clause:</p> <p>34.3 The <b>contractor</b> shall accept or object to the <b>final account</b> within forty-five (45) <b>calendar days</b> of receipt thereof. On acceptance, or should the <b>contractor</b> not object with reasons to the <b>final account</b> within such period, the <b>principal agent</b> shall issue the final <b>payment certificate</b> [34.5].</p> <p>Clause 34.10 is deleted and replaced with the following clause:</p> <p>34.10 The <b>employer</b> shall pay the <b>contractor</b> the amount certified in the final <b>payment certificate</b> within thirty (30) <b>calendar days</b> of the date of issue of the final <b>payment certificate</b> subject to the <b>contractor</b> giving the <b>employer</b> a tax invoice for the amount due.</p>
36.0	<p><b>TERMINATION BY THE EMPLOYER – CONTRACTOR'S DEFAULT</b></p> <p>Clause 36.1 is amended by the addition of the following clauses to the end thereof:</p> <p>36.1.3 The <b>contractor's</b> refusal or neglect to comply strictly with any of the conditions of contract.</p>

Clause	Data
	<p>36.1.4 The <b>contractor's</b> estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa.</p> <p>36.1.5 The <b>contractor</b>, in the judgment of the <b>employer</b>, has engaged in <b>corrupt or fraudulent practices</b> in competing for or in executing the contract.</p> <p>36.1.6 The <b>contractor</b> fails to perform in terms of the <b>agreement</b> or the <b>employer</b> on reasonable ground believe that the <b>contractor</b> may not be able to comply with his obligation.</p>
40.0	<p><b>SETTLEMENT OF DISPUTES</b></p> <p>Clause 40.2.1 and 40.3 are deleted.</p>
43.0	<p><b>NEW CLAUSE – SMALL CONTRATOR AND TARGETED ENTERPRISE DEVELOPMENT</b></p> <p>New Clause 43.0 is added, as follows:</p> <p>The penalty for failing to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprises and local SMME contractors in terms of Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works, is as follows:</p> <p>For SMME:</p> <ul style="list-style-type: none"> <li>• If the Contractor fails to ensure and prove that 40% of the 30% SMME Target Spend is met at the time that 50% of the total contract period is reached, the Employer may, at the Employer's discretion, step in to facilitate the Target being met for which such costs will be recovered from the Contractor through the Recovery Statement</li> <li>• If the Contractor fails to ensure and prove that 60% of the 30% SMME Target Spend is met at the time that 75% of the total contract period is reached, the Employer shall, at the Employer's discretion, apply a Penalty of 50% of the shortfall (shortfall = 75% of 30% Target minus Actual Proven Amount Spent) on the 30% SMME Target Spend Value</li> <li>• If the Contractor fails to ensure and prove that 100% of the 30% SMME Target Spend is met at the time that 95% of the total contract period is reached, the Employer shall, at the Employer's discretion, apply a Penalty of 50% of the shortfall (shortfall = 75% of 30% Target minus Actual Proven Amount Spent) on the 30% SMME Target Spend Value</li> <li>• Notwithstanding anything to the contrary herein, the Contractor will not be relieved of the Contractor's obligation to pay all amounts due to an SMME(s), on a fortnightly and/or monthly basis, regardless of when the Contractor receives payments from the Employer. Should the Contractor fail to fulfil this obligation the Employer shall, at the Employer's discretion, apply a penalty of 10% of the amount(s) due to the SMME(s) on a monthly basis and pay a portion of such amounts (for which such portion shall be determined at the Employer's</li> </ul>

Clause	Data
	<p>discretion) directly to the affected SMME(s)</p> <p>Notwithstanding the Contractor's obligation to meet the respective Target Spends, the Contractor shall provide a status report on the progress of meeting this target in the requisite Progress Reports.</p> <p>Furthermore, it is a condition of this tender that the successful contractor is required to take full responsibility of managing all appointed Sub-contractors and the quality of their works.</p>
44.0	<p><b>NEW CLAUSE – PROGRESS REPORTS AND PROGRAMME UPDATES</b></p> <p>New Clause 44.0 is added, as follows:</p> <p>The Contractor is to generate progress reports and programme updates in the format to be provided by the Employer failing which Penalties will be applied as follows:</p> <ul style="list-style-type: none"> <li>• EPWP Targets &amp; Reporting - The Contractor shall ensure that EPWP Targets and Reporting requirements are met at all times. Reporting shall be in the format to be provided by the Employer and at intervals prescribed by the Employer. The penalty for failure, on the part of the Contractor, to submit any EPWP Reports (including all requisite back-up documentation) on the 20th day of each month (or the previous working day should the 20th fall on a non-working day) until the issue of the Certificate of Practical Completion shall be subject to a penalty of R1000.00 per report per calendar day, until the report is submitted and shall not be reversible. The Contractor shall report on the progress of all aspects relating to the Contract as requested in the report format to be provided by the Employer.</li> <li>• Monthly Progress Reporting: The penalty for failure, on the part of the Contractor, to submit any monthly progress report on the 20th day of each month (or the previous working day should the 20th fall on a non-working day) until the issue of the Certificate of Practical Completion shall be subject to a penalty of R1000.00 per report per calendar day, until the report is submitted and shall not be reversible. The Contractor shall report on the progress of all aspects relating to the Contract as requested in the report format to be provided by the Employer. Progress reports shall further include a report on SMME's and Targeted Enterprise for the JDA that includes the following: <ul style="list-style-type: none"> <li>○ SMME resources on the site, i.e. supervisors, labour, plant tools and equipment</li> <li>○ SMME progress of works on site</li> <li>○ SMME Sub-contractor quality control on site</li> <li>○ SMME expenditure on the Project versus target expenditure</li> <li>○ Copies of minutes of the SMME Sub-contractor Contractor progress meetings</li> <li>○ SMME training on the Project</li> <li>○ Concerns and improvements to be made</li> </ul> </li> </ul>

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Clause	Data
	<ul style="list-style-type: none"><li>• Interim Progress Reporting: The penalty for failure, on the part of the Contractor, to submit any interim progress report on the 10th day of each month (or the previous working day should the 10th fall on a non-working day) until the issue of the Certificate of Practical Completion shall be subject to a penalty of R500.00 per report per calendar day, until the report is submitted and shall not be reversible. The Contractor shall report on the progress of all aspects relating to the Contract as requested in the report format to be provided by the Employer. Progress reports shall further include a report on SMME's for the JDA that includes the following:<ul style="list-style-type: none"><li>○ SMME resources on the site, i.e. supervisors, labour, plant tools and equipment</li><li>○ SMME progress of works on site</li><li>○ SMME quality control on site</li><li>○ SMME expenditure on the Project versus target expenditure</li><li>○ Copies of minutes of the SMME Sub-contractor and Contractor progress meetings</li><li>○ SMME training on the Project Concerns and improvements to be made</li></ul></li></ul>
	Refer to the Preliminaries Section in the Bill of Quantities for any additional amendments to the Standard JBCC Document.



**PART 2: Data Provided by the Contractor**

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

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

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

.....  
**Signature**

JDA JBCC

.....  
**Date**

## C1.3 CONSTRUCTION GUARANTEE

### GUARANTOR DETAILS AND DEFINITIONS

Guarantor means \_\_\_\_\_

Physical address \_\_\_\_\_

Guarantor's signatory 1 \_\_\_\_\_ Capacity \_\_\_\_\_

Guarantor's signatory 2 \_\_\_\_\_ Capacity \_\_\_\_\_

Employer means \_\_\_\_\_

Contractor means \_\_\_\_\_

Principal Agent means \_\_\_\_\_

Works means \_\_\_\_\_

Site means \_\_\_\_\_

Agreement means The JBCC Series 2000 Principal Building Agreement

Contract Sum means The accepted amount inclusive of tax of

Amount in words \_\_\_\_\_

Guaranteed Sum means The maximum aggregate amount of

Amount in words \_\_\_\_\_

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

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### AGREEMENT DETAILS

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

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

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#### 1. VARIABLE CONSTRUCTION GUARANTEE

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

##### GUARANTOR'S LIABILITY

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

Amount in words: \_\_\_\_\_

##### PERIOD OF LIABILITY

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

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

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

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

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

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

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

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

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

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

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

## **2. FIXED CONSTRUCTION GUARANTEE**

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

### **GUARANTOR'S LIABILITY**

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

### **PERIOD OF LIABILITY**

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

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

3. The Guarantor hereby acknowledges that:

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

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

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

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

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Construction Guarantee and demands payment of the sum certified from the Guarantor

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

5. Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Construction Guarantee stating that:

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

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

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

7. Where the Guarantor is a registered insurer and has made payment in terms of 5.0, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Construction Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Construction Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund

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

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

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

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

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

13. Where this Construction Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court

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

Date \_\_\_\_\_

Guarantor's  
Signatory 1 \_\_\_\_\_

Guarantor's  
Signatory 2 \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Guarantor's seal or stamp

#### C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

(hereinafter called “the Contractor”) of the other part herein represented by .....in his/her capacity as .....

**WHEREAS** the Employer is desirous that certain works be constructed, being contract **ADDITIONAL SCOPE REQUIREMENT WORKS FOR NALEDI CLINIC – CONTRACT NO.: JDA 17.3.8.B.7033**, and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993).

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

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

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

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

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

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

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

As witnesses:

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

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

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

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

As witnesses:

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

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

THIS AGREEMENT is made between the Johannesburg Development Agency represented by the .....(hereinafter called the EMPLOYER of the one part, herein represented by: ..... in his/her capacity as: ..... and: ..... (hereinafter called the CONTRACTOR) of the other part, herein represented by..... in his/her capacity as: ..... duly authorised to sign on behalf of the Contractor.

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

**CONTRACT NO. : JDA 17.3.8.B.7033**  
for the

**ADDITIONAL SCOPE REQUIREMENT WORKS FOR NALEDI CLINIC**

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

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

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's AGENTS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may



deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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

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

on this the ..... day of ..... 20.....

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

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

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

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

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

the ..... day of ..... 20.....

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

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

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

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

**PART C2: PRICING DATA**

**C2.1 PRICING INSTRUCTIONS**

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

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

determine payments to the Contractor. The validity of the Contract shall in no way be affected by difference between the quantities in the Bill of Quantities and the quantities certified for payment. The Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for construction purposes.

21. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

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

23. The units of measurements indicated in the bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum (Cost of material supplied excluding vat, profit and labour, but including transport and delivery costs)
Prov Sum	=	Provisional Sum

24. Occupational Health and Safety Act and Construction Regulations

A payment item in the Bill of Quantities has been made to allow the tenderers to price for compliance with OHSA and the Construction Regulations. This payment item, must also include for the erection of Visitors Indemnity Signs and for ensuring that visitors receive instructions and sign an indemnity declaration.

25. SMME related Items

The contractor is to ensure that Preliminaries and General related to SMME's are included for in the overall Preliminaries and General Section of the Bills of Quantities. The contractor is to also note the requirements regarding the apportionment of work to be undertaken by SMME's and rates/pricing submitted for these specific items are to be done based on acceptable market related SMME rates. Any shortfall on these items and rates will be for the contractor to bear should a shortfall occur between the contractors and SMME's pricing.

26. Specialist Items

A big portion of the items included in the Bills of Quantities relate to specialist procurement items. These usually entail deposits upfront by the suppliers, therefore the tenderer is to ensure

that cash flow is available within the companies accounts to procure/secure these items without relying on upfront payments by the client.

**C2.2 BILL OF QUANTITIES**



Item No		Quantity	Amount	
	<p><b><u>SECTION NO. 1</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>PRELIMINARIES</u></b></p> <p><b><u>BUILDING AGREEMENT AND PRELIMINARIES</u></b></p> <p>The Conditions of Contract are the <b><i>JBCC Series 2000 Principal Building Agreement (Edition 5.0 (reprint 1) of July 2007), inclusive of the Contract Data Addenda EC and CE</i></b>, prepared by the Joint Building Contracts Committee Inc. amended as hereinafter described</p> <p>The <b><i>ASAQS Preliminaries (August 2010 edition)</i></b> published by the Association of South African Quantity Surveyors for use with the said <b>JBCC</b> Principal Building Agreement inclusive of the <b>Contract Data Addenda EC and CE</b> shall be deemed to be incorporated hereinafter</p> <p>The <b>contractor</b> is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause. In addition the contractor is deemed to have referred to the amendments to the general conditions of contract as well as the specific conditions of contract</p> <p>These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this <b>agreement</b> such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the abovementioned documents</p> <p>Where modifications or amendments as described are made, such modification and/or amendments shall supersede any conflicting provision in the relevant clauses of the Preliminaries or the Principal Building Agreement and the Tenderer shall make due allowance for whatever costs and charges he may consider necessary for the carrying out and observance of the provisions of the clauses as modified and/or amended.</p> <p>Where any item is not relevant to this specific <b>agreement</b> such item is marked <b>not applicable (N/A)</b></p>			
	<b>Carried to Collection</b>	R		
	<p>Section No. 1</p> <p>Preliminaries</p> <p>Bill No. 1</p> <p>Preliminaries (Section A)</p>			

Item No		Quantity	Amount	
1	<p><b><u>PREAMBLES FOR TRADES</u></b></p> <p>The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained</p> <p>Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles</p> <p>The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles</p> <p><b><u>PRICING OF PRELIMINARIES</u></b></p> <p>Should the <b>contractor</b> select Option A in terms of subclause 3.2.1 in the <b>Contract Data (Part two: Data provided by the Contractor - CE)</b> for the purpose of adjustment of these <b>preliminaries</b>, the amount entered into the amount column in these <b>preliminaries</b> is to be divided into one or more of the three categories provided namely Fixed (F), Value Related (V) and Time Related (T)</p> <p><b><u>SECTION A - PRINCIPAL BUILDING AGREEMENT</u></b></p> <p><b><u>Definitions</u></b></p> <p><b><u>Definitions (A1)</u></b></p> <p>Clause 1.0 - Definitions and interpretation</p> <p>Replace the definitions with the following wording:</p> <p><b>AGREEMENT:</b> The agreement arising from the signing of the Form of Offer and Acceptance by the parties</p> <p><b>BILLS OF QUANTITIES:</b> The document drawn up in accordance with the measuring system as stated in the <b>Pricing Data</b>. The <b>contractor</b> shall have priced the document to reflect the <b>contract sum</b></p> <p><b>CONTRACT DOCUMENTS:</b> The documents listed in the Form of Offer and Acceptance</p>			
	<p style="text-align: right;"><b>Carried to Collection</b></p> <p>Section No. 1 Preliminaries Bill No. 1 Preliminaries (Section A)</p>	R		



Item No		Quantity	Amount
	<p><b>CONTRACT DRAWINGS:</b> The drawings stated in <b>Part 3: Scope of Work</b> upon which the accepted tender or negotiated amount was based</p> <p><b>CONTRACT SUM:</b> The total of prices inclusive of VAT as stated in the Form of Offer and Acceptance</p> <p>Add the following definitions:</p> <p><b>SCOPE OF WORK:</b> The listed variables applicable to this <b>agreement</b></p> <p><b>SITE INFORMATION:</b> The listed variables applicable to this <b>agreement</b></p> <p>F:..... V:..... T:.....</p> <p><b><u>Objective and preparation (A2 - A14)</u></b></p>		
2	Clause 2.0 - Offer acceptance and performance obligations F:..... V:..... T:.....	Item	
3	Clause 3.0 - Documents  The <b>contract drawings</b> are as listed in Part C3: <b>Scope of Work</b> F:..... V:..... T:.....	Item	
4	Clause 4.0 - Design responsibility F:..... V:..... T:.....	Item	
5	Clause 5.0 - Employer's agentsF:..... V:..... T:.....	Item	
6	Clause 6.0 - Contractor's site representative F:..... V:..... T:.....	Item	
	<b>Carried to Collection</b>	R	
	Section No. 1 Preliminaries Bill No. 1 Preliminaries (Section A)		

Item No		Quantity	Amount	
7	<p>Clause 7.0 - Compliance with laws and regulations</p> <p>Without limiting the generality of the provisions of clause 7.0, the contractor's attention is drawn to the provisions of the Construction Regulations, 2014 issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specifications.</p> <p>Contractor to provide a detailed breakdown of all costs for health and safety measures, as per the requirements within the Construction Regulations</p> <p>F:..... V:..... T:.....</p>	Item		
8	<p>Clause 8.0 - Works risk F:..... V:.....</p> <p>T:.....</p>	Item		
9	<p>Clause 9.0 - Indemnities F:..... V:.....</p> <p>T:.....</p>	Item		
10	<p>Clause 10.0 - General insurances F:.....</p> <p>V:.....T:.....</p>	Item		
11	<p>Clause 11.0 - Special insurances F:..... V:.....</p> <p>T:.....</p>	Item		
12	<p>Clause 12.0 - Effecting insurances F:.....</p> <p>V:.....T:.....</p>	Item		
13	<p>Clause 13.0 - Assignment F:..... V:.....</p> <p>T:.....</p>	Item		
14	<p>Clause 14.0 - Security F:..... V:.....</p> <p>T:.....</p>	Item		
	<b><u>Execution (A15 - A23)</u></b>			
15	<p>Clause 15.0 - Preparation for and execution of the works F:.....</p> <p>V:..... T:.....</p>	Item		
	<b>Carried to Collection</b>	R		
	<p>Section No. 1</p> <p>Preliminaries</p> <p>Bill No. 1</p> <p>Preliminaries (Section A)</p>			

Item No		Quantity	Amount	
16	Clause 16.0 - Site and access  F:..... V:..... T:.....	Item		
17	Clause 17.0 - Contract instructions F:..... V:..... T:.....	Item		
18	Clause 18.0 - Setting out of the works  The <b>contractor</b> shall notify the <b>principal agent</b> if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments [18.1]  F: ..... V:..... T:.....	Item		
19	Clause 19.0 - Temporary works and plant  F:..... V:..... T:.....	Item		
20	Clause 20.0 - Nominated subcontractors F:..... V:..... T:.....	Item		
21	Clause 21.0 - <b>Selected subcontractors</b>  General attendance of <b>n/s subcontractors</b> for pricing by the <b>contractor</b> shall be in accordance with the <b>n/s agreement</b> . Notwithstanding this provision, general attendance shall be deemed to include for the <b>contractor</b> to provide free of charge to any <b>n/s subcontractor</b> such scaffolding as may reasonably be required by such <b>n/s subcontractor</b> for the execution of the relevant subcontract work  F:..... V:..... T:.....	Item		
22	Clause 22.0 - Employer's direct contractors F:..... V:..... T:.....	Item		
23	Clause 23.0 - Contractor's domestic subcontractors F:..... V:..... T:.....	Item		
	<b><u>Completion (A24 - A30)</u></b>			
24	Clause 24.0 - Practical completion  F:..... V:..... T:.....	Item		
	<b>Carried to Collection</b>	R		
	Section No. 1 Preliminaries Bill No. 1 Preliminaries (Section A)			

Item No		Quantity	Amount	
25	Clause 25.0 - Works completion F:..... V:..... T:.....	Item		
26	Clause 26.0 - Final completion F:..... V:..... T:.....	Item		
27	Clause 27.0 - Latent defects liability period F:..... V:..... T:.....	Item		
28	Clause 28.0 - Sectional completion F:..... V:..... T:.....	Item		
29	Clause 29.0 - Revision of date for <b>practical completion</b>  F:..... V:..... T:.....	Item		
30	Clause 30.0 - Penalty for late or non-completion F:..... V:..... T:.....	Item		
	<b><u>Payment (A31 - A35)</u></b>			
31	Clause 31.0 - Interim payment  F:..... V:..... T:.....	Item		
32	Clause 32.0 - Adjustment to the <b>contract value</b>  All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the <b>contractor</b> [32.13]  Where prices are submitted by the <b>contractor</b> or <b>n/s subcontractor</b> during the progress of the <b>works</b> in respect of <b>contract instructions</b> or in regard to a claim under the terms of the <b>agreement</b> and notwithstanding the fact that such prices may be used in an interim <b>payment certificate</b> , there is to be no presumption of acceptance. Should the <b>principal agent</b> wish to accept any such prices prior to the issue of the <b>certificate of final completion</b> , it shall be in writing.  F:..... V:..... T:.....	Item		
33	Clause 33.0 - Recovery of expense and loss F:..... V:..... T:.....	Item		
34	Clause 34.0 - Final account and final payment  F:..... V:..... T:.....	Item		
	<b>Carried to Collection</b>	R		
	Section No. 1 Preliminaries Bill No. 1 Preliminaries (Section A)			

Item No		Quantity	Amount
35	Clause 35.0 - Payment to other parties F:..... V:..... T:.....	Item	
	<b><u>Termination (A36 - A39)</u></b>		
36	Clause 36.0 - Termination by employer - contractor's default F:..... V:..... T:.....	Item	
37	Clause 37.0 - Termination by employer - loss and damage F:..... V:..... T:.....	Item	
38	Clause 38.0 - Termination by contractor - employer's default F:..... V:..... T:.....	Item	
39	Clause 39.0 - Termination - cessation of the works F:..... V:..... T:.....	Item	
	<b><u>Dispute (A40)</u></b>		
40	Clause 40.0 - Settlement of disputes F:..... V:..... T:.....	Item	
	<b><u>New Clause</u></b>		
41	Clause 43.0 - Small Contractor And Targeted Enterprise Development  F:..... V:..... T:.....	Item	
42	Clause 44.0 - Progress Reports And Programme Updates  F:..... V:..... T:.....	Item	
	<b>Carried to Collection</b>	R	
Section No. 1 Preliminaries Bill No. 1 Preliminaries (Section A)			

[illegible]

Item No		Unit	Quantity	Rate	Amount	
	<b><u>SECTION NO. 1</u></b>					
	<b><u>BILL NO. 2</u></b>					
	<b><u>SECTION B - PRELIMINARIES</u></b>					
	<b><u>Definitions and interpretation (B1)</u></b>					
1	Clause 1.0 - Definitions and interpretation F:..... V:..... T:.....		Item			
	<b><u>Documents (B2)</u></b>					
2	Clause 2.1 - Checking of documents F:..... V:..... T:.....		Item			
3	Clause 2.2 - Provisional bills of quantities  These bills of quantities are provisionally measured.  F:..... V:..... T:.....		Item			
4	Clause 2.3 - Availability of construction documentation  The budgetary allowances and selected/nominated subcontract amounts allocated for subsequent trades included in this document will be separately procured, based on multiple procurement of selected/nominated subcontractors during the construction period, or to be executed by the Main Contractor and priced at Bill rates or rates to be agreed. To be used in part or in full at the discretion of the Principal Agent.  F:..... V:..... T:.....		Item			
	<b><u>Previous work and adjoining properties (B3)</u></b>					
5	Clause 3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....		Item			
	<b>Carried to Collection</b>			R		
	Section No. 1 Preliminaries Bill No. 2 JBCC Preliminaries (Section B)					

Item No		Unit	Quantity	Rate	Amount	
6	Clause 3.2 - Previous work - defects F:..... V:..... T:.....		Item			
7	Clause 3.3 - Inspection of adjoining properties F:..... V:..... T:.....		Item			
	<b><u>Samples, shop drawings and manufacturer's instructions (B4)</u></b>					
8	Clause 4.1 - Samples of materials F:..... V:..... T:.....		Item			
9	Clause 4.2 - Workmanship samples F:..... V:..... T:.....		Item			
10	Clause 4.3 - Shop drawings F:..... V:..... T:.....		Item			
11	Clause 4.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....		Item			
	<b><u>Deposits and fees (B5)</u></b>					
12	Clause 5.1 - Deposits and fees F:..... V:..... T:.....		Item			
	<b><u>Temporary services (B6)</u></b>					
13	Clause 6.1 - Water  Water for the <b>works</b> is described in Part C1.2: Contract Data EC  F:..... V:..... T:.....		Item			
	<b>Carried to Collection</b>				R	
	Section No. 1 Preliminaries Bill No. 2 JBCC Preliminaries (Section B)					



Item No		Unit	Quantity	Rate	Amount	
14	<p>Clause 6.2 - Electricity</p> <p>Electricity for the <b>works</b> is described in Part C1.2: Contract Data EC</p> <p>F:..... V:..... T:.....</p>		Item			
15	<p>Clause 6.3 - Telecommunication facilities</p> <p>Telecommunication facilities are described in Part C1.2: Contract Data EC</p> <p>F:..... V:..... T:.....</p>		Item			
16	<p>Clause 6.4 - Ablution facilities</p> <p>Ablution facilities are described in Part C1.2: Contract Data EC</p> <p>F:..... V:..... T:.....</p> <p><b><u>Prime cost amounts (B7)</u></b></p>		Item			
17	<p>Clause 7.1 - Responsibility for prime cost amounts</p> <p>F:..... V:..... T:.....</p> <p><b><u>Special attendance on n/s subcontractors (B8)</u></b></p>		Item			
18	<p>Clause 8.1 - Special attendance</p> <p>F:..... V:..... T:.....</p> <p><b><u>General (B9)</u></b></p>		Item			
19	<p>Clause 9.1 - Protection of the <b>works</b></p> <p>F:..... V:..... T:.....</p>		Item			
<b>Carried to Collection</b>					R	
<p>Section No. 1 Preliminaries Bill No. 2 JBCC Preliminaries (Section B)</p>						

Item No		Unit	Quantity	Rate	Amount	
20	<p>Clause 9.2 - Protection/isolation of existing/sectionally occupied <b>works</b></p> <p>Specific requirements for protection/isolation of existing/sectionally occupied <b>works</b> are described in Part C1.2: Contract Data EC</p> <p>F:..... V:..... T:.....</p>		Item			
21	<p>Clause 9.3 - Security of the works</p> <p>F:..... V:..... T:.....</p>		Item			
22	<p>Clause 9.4 - Notice before covering work</p> <p>F:..... V:..... T:.....</p>		Item			
23	<p>Clause 9.5 - Disturbance</p> <p>Specific requirements for disturbance to adjoining premises or any parts of the <b>works</b> already handed over are described in Part C3: <b>Scope of Work</b></p> <p>F:..... V:..... T:.....</p>		Item			
24	<p>Clause 9.6 - Environmental disturbance</p> <p>F:..... V:..... T:..... .....</p>		Item			
25	<p>Clause 9.7 - Works cleaning and clearing</p> <p>F:..... V:..... T:.....</p>		Item			
26	<p>Clause 9.8 - Vermin F:..... V:..... T:.....</p>		Item			
27	<p>Clause 9.9 - Overhand work F:..... V:..... T:.....</p>		Item			
<b>Carried to Collection</b>					R	
<p>Section No. 1 Preliminaries Bill No. 2 JBCC Preliminaries (Section B)</p>						

<div>Section No. 1</div> <div>Bill No. 2</div> <div>JBCC Preliminaries (Section B)</div> <div>COLLECTION</div> <div>Total Brought Forward from Page No.</div>					
<div>Carried Forward to Summary of Section No. 1</div> <div>Section No. 1 Preliminaries</div> <div>Bill No. 2</div> <div>JBCC Preliminaries (Section B)</div>					

Item No		Unit	Quantity	Rate	Amount	
1	<b><u>SECTION NO. 1</u></b>					
	<b><u>BILL NO. 3</u></b>					
	<b><u>SECTION C - SPECIFIC PRELIMINARIES</u></b>					
	<p>Clause C1 - Contractor To Be Responsible</p> <p>The Contractor acknowledges that the principal objective of his appointment is his expert knowledge in the execution of the scope of work of this Contract. The Contractor shall therefore be solely responsible for all aspects of the construction of the Works including but not limited to management, resourcing, programming, co-ordination, etc., all as required for the type of project described within the time limits and quality standard specified.</p> <p>The Employer, Principal Agent and the other Consultants are in no way responsible for any act or omission on the part of the Contractor which may result in any patent or latent defects in materials or workmanship, breach or neglect of any Local Authority Regulations.</p> <p>The Contractor remains at all times responsible for any such neglect, deviation or wrong act, whether the same be discovered before or after the Final Certificate, or any other Certificate is approved.</p> <p>The Contractor shall also comply with all legal and labour regulations.</p> <p>F:..... V:..... T:.....</p>					
	<b>Carried to Collection</b>					
	Section No. 1 Preliminaries Bill No. 3 Special Preliminaries (Section C)					

Item

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Item No		Unit	Quantity	Rate	Amount	
2	<p>Clause C2 - Warranties</p> <p>Warranties shall be sought by the Principal Agent from all nominated or selected firms carrying out work or supplying goods.</p> <p>All warranties and guarantees issued by Subcontractors shall be underwritten by the Contractor.</p> <p>The Contractor shall obtain and hand over to the Principal Agent at practical completion, all relevant guarantees and maintenance instructions provided by manufacturers, suppliers or subcontractors, suitably filed together.</p> <p>F:..... V:..... T:.....</p>					
3	<p>Clause C3 - Indemnities</p> <p>Indemnities shall be sought by the Principal Agent from all Contractors undertaking any design responsibility.</p> <p>F:..... V:..... T:.....</p>					
<b>Carried to Collection</b>						R
Section No. 1 Preliminaries Bill No. 3 Special Preliminaries (Section C)						

Item No		Unit	Quantity	Rate	Amount	
4	<p>Clause C4 - Work Or Installations By Direct Contractors</p> <p>Pursuant to Clause 22 the Employer and his Tenants shall have the right to employ other Contractors (hereinafter referred to as "Direct Contractors") to execute any special or other works or installation whether contained in this Contract or not, concurrently with the work being executed under this Contract.</p> <p>The Contractor shall not be entitled to any percentage, profit or discount on the value of any work executed by "Direct Contractors" other than attendance on specific items as specified elsewhere in these Bills of Quantities but shall nevertheless allow these Direct Contractors and the Employer's Tenants and employees to have access to the Works, allocate reasonable space in the building for the storage of their materials, tools and equipment, and relate the work of such Direct Contractors to the Contract Programme as necessary, all to the satisfaction of the Principal Agent. The Contractor shall also allow the Direct Contractors, etc. to use, free of charge, the latrine accommodation and water and power supply on the Site, and shall not in any way hinder or prevent the execution of their work.</p> <p>F:..... V:..... T:.....</p>					
5	<p>Clause C5 - As-Built Drawings</p> <p>The Contractor shall be required to ensure that, at the end of the project, copies of the plumbing, drainage and fire services reticulation layouts showing the position of main pipe runs, the positions of stopcocks and all other salient information are submitted to the Principal Agent.</p> <p>All such as-built drawings are to be lodged prior to the issue of the certificate of works completion.</p> <p>F:..... V:..... T:.....</p>					
<b>Carried to Collection</b>					R	
<p>Section No. 1 Preliminaries Bill No. 3 Special Preliminaries (Section C)</p>						

Item No		Unit	Quantity	Rate	Amount	
6	<p>Clause C6 - Use Of Site</p> <p>The Contractor shall not use the site for any purpose other than carrying out the Works.</p> <p>F:..... V:..... T:.....</p>		Item			
7	<p>Clause C7 - Interpretation Of Drawings, Specifications And Bills Of Quantities</p> <p>Should any part or parts of the Drawings, Specifications or Bills of Quantities not be clearly legible to the Contractor, or the material or articles to be used in the execution of the Works be considered insufficiently described or the manner in which the work is to be carried out not be clear, the Contractor must obtain from the Principal Agent the necessary information to clarify such Drawings, Specification, Bills of Quantities or instructions which request shall be in writing.</p> <p>The Contractor shall be held solely responsible for and shall, at his own expense, rectify any errors arising out of incorrect interpretation of the Drawings, Specifications, Bills of Quantities or instructions.</p> <p>F:..... V:..... T:.....</p>		Item			
8	<p>Clause C8 - Ownership and Care of Drawings and Documents</p> <p>All drawings and documents are to be considered the sole property of the Employer and are to be returned to them on completion of the Works. The drawings, etc., are to be used by the Contractor for the purpose of this Contract only. All drawings must be properly cared for, protected and kept in good condition.</p> <p>F:..... V:..... T:.....</p>		Item			
<b>Carried to Collection</b>					R	
<p>Section No. 1 Preliminaries Bill No. 3 Special Preliminaries (Section C)</p>						

Item No		Unit	Quantity	Rate	Amount	
9	<p>Clause C9 - Checking of Drawings and Specifications</p> <p>Upon receipt of detail drawings for any work, the Contractor shall, before putting that work in hand, ascertain that the dimensions given on the detail drawings correspond with the dimensions of any work already built and which governs the sizes of any work for which details are now issued.</p> <p>In the event of the detail drawings not agreeing with the works already built, the discrepancy shall be brought to the Principal Agent's attention timeously and the detail drawings shall be returned at once for alterations.</p> <p>F:..... V:..... T:.....</p>					
10	<p>Clause C10 - Scale of Dimensions</p> <p>All dimensions will be figured on the drawings or may be calculated from figured dimensions and are always to be followed. No dimensions shall be obtained by scaling.</p> <p>F:..... V:..... T:.....</p>		Item			
11	<p>Clause C11 - Contract Instructions</p> <p>Instructions issued on Site shall be recorded in a Contract instruction book supplied by the Contractor. Only site instructions issued in such book shall be recognised.</p> <p>Site instructions to the Contractor and various Sub-contractors may be issued only by the Principal Agent and shall be issued via the Contractor.</p> <p>F:..... V:..... T:.....</p>		Item			
<b>Carried to Collection</b>					R	
<p>Section No. 1 Preliminaries Bill No. 3 Special Preliminaries (Section C)</p>						



Item No		Unit	Quantity	Rate	Amount	
12	<p>Clause C12 - Encroachment by Contractor</p> <p>During the course of the building operations the Contractor shall be held entirely responsible for any encroachment onto any adjoining properties or servitudes as a result of his default and the cost of any remedial measures arising therefrom as required by the Principal Agent shall be borne by the Contractor.</p> <p>F:..... V:..... T:.....</p>		Item			
13	<p>Clause C13 - Security at Completion</p> <p>The Contractor shall account for and hand over to the Employer all keys, properly labelled with itemised schedule to be signed by the Employer as receipt.</p> <p>F:..... V:..... T:.....</p>		Item			
14	<p>Clause C14 - Condemned Work</p> <p>The Contractor shall remove from the site all materials condemned by the Principal Agent, whether incorporated in the Works or not. He shall replace and re-execute such work in accordance with the Contract and without expense to the Employer.</p> <p>The Contractor shall also bear the expense (including Professional Fees) of making good all other work destroyed or damaged by such removal or replacement.</p> <p>F:..... V:..... T:.....</p>		Item			
<b>Carried to Collection</b>					R	
<p>Section No. 1 Preliminaries Bill No. 3 Special Preliminaries (Section C)</p>						

Item No		Unit	Quantity	Rate	Amount	
15	<p>Clause C15 - Labour Record</p> <p>The Contractor shall provide to the Principal Agent, at intervals to be agreed to by the Principal Agent, a written daily record, in schedule form, showing the number and descriptions of tradesmen and labourers currently employed on the Works, including those employed on subcontracts.</p> <p>F:..... V:..... T:.....</p>		Item			
16	<p>Clause C16 - Plant Record</p> <p>The Contractor shall provide to the Principal Agent, at intervals to be agreed to by the Principal Agent, a written daily record, in schedule form, showing the number, type and capacity of all plant, excluding hand tools, currently employed on the Works.</p> <p>F:..... V:..... T:.....</p>		Item			
17	<p>Clause C17 - Costs of Claims</p> <p>All costs incurred by the Contractor in the preparation of claims to the satisfaction of the Principal Agent and/or Quantity Surveyor shall be borne by the Contractor.</p> <p>F:..... V:..... T:.....</p>		Item			
18	<p>Clause C18 - Declaration of Insurance</p> <p>A declaration of insurance shall be sought by the Principal Agent from the party responsible for affecting the applicable insurance cover.</p> <p>F:..... V:..... T:.....</p>		Item			
<b>Carried to Collection</b>					R	
<p>Section No. 1 Preliminaries Bill No. 3 Special Preliminaries (Section C)</p>						

Item No		Unit	Quantity	Rate	Amount	
19	<p>Clause C19 - Insurances</p> <p>The Contractor warrants that he shall give all notices and shall observe all the terms and conditions and requirements of all insurances applicable to this Contract.</p> <p>Where the Contractor is responsible for the appointment of subcontractors then the Contractor shall:</p> <ol style="list-style-type: none"> <li>1. Ensure that potential and appointed subcontractors are aware of the whole content of Clauses 10.0, 11.1 and 12.1.</li> <li>2. Enforce the compliance of subcontractors with these Clauses where applicable.</li> </ol> <p>F:..... V:..... T:.....</p>					
20	<p>Clause C20 - Adjustment Of Attendance</p> <p>The amounts allowed by the Contractor against the respective attendance items will vary only in the following circumstances:</p> <ol style="list-style-type: none"> <li>1. Where the actual subcontract amount, less any adjustments in terms of the Contract Price Adjustment Provisions, varies in excess of 15% of the Provisional Sum allowed, then the attendance amount will be varied pro-rata to the subcontract final amount less any adjustments in terms of Contract Price Adjustment Provisions.</li> <li>2. Where the scope of the subcontract works increases or decreases, then the attendance amount allowed will be increased or decreased pro-rata to the cost of the variation in the scope of the subcontract works only.</li> <li>3. No adjustment in the attendance amount will be made where the specification increases/decreases the subcontract amount.</li> </ol> <p>F:..... V:..... T:.....</p>					
	<b>Carried to Collection</b>					
	<p>Section No. 1 Preliminaries Bill No. 3 Special Preliminaries (Section C)</p>					

Item No		Unit	Quantity	Rate	Amount	
21	<p>Clause C21 - Overloading By The Contractor Or Subcontractor</p> <p>The Contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the Works. The Contractor shall submit details of his proposed loading, storage, plant erection, etc., to the Principal Agents for their approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the Engineer's requirements in connection with the provision of temporary support work, etc.</p> <p>F:..... V:..... T:.....</p>					
22	<p>Clause C22 - Quality</p> <p>Quality inspections will be carried out timeously prior to handover to ensure quality at an earliest stage. The Contractor is to provide a designated snagging team to do remedial work.</p> <p>F:..... V:..... T:.....</p>					
<b>Carried to Collection</b>						R
Section No. 1 Preliminaries Bill No. 3 Special Preliminaries (Section C)						

Item No		Unit	Quantity	Rate	Amount				
23	<p>Clause C23 - Cleaning</p> <p>No claims for clearing or carting away any earth, rubbish or superfluous materials, including that of any Subcontractor, shall be accepted.</p> <p>All such materials must be cleared regularly at the end of each shift and in addition as and when directed by the Principal Agent. All electrical wiring must be protected from dust and water.</p> <p>Should the Contractor fail to carry out any or all of the above the Principal Agent will arrange for such clearing and cleaning as is necessary to be carried out by others and recover the cost as debits against Certificate Payments.</p> <p>F:..... V:..... T:.....</p>		Item						
24	<p>Clause C24 - Hazardous Material Survey</p> <p>The Contractor must undertake a comprehensive hazardous material survey on the project site, as defined by the South African Occupational Health and Safety Act (OH&amp;S) and/or other relevant legislation; and whenever asbestos, lead or polychlorinated biphenyls (PCBs) were found, they have been removed in accordance with the standards listed under.</p> <p>F:..... V:..... T:.....</p>						Item		
25	<p>Clause C25 - Subcontracting</p> <p>The Contractor takes full responsibility of managing all appointed sub-contractors. The Contractor must also include any overhead costs for these appointed sub-contractors.</p> <p>F:..... V:..... T:.....</p>								
Carried to Collection					R				
Section No. 1 Preliminaries Bill No. 3 Special Preliminaries (Section C)									

Item No		Unit	Quantity	Rate	Amount	
26	<p>Clause C26 - Compliance With Permit To Work Documents as described in Part C1.2: Contract Data EC</p> <p>F:..... V:..... T:.....</p>		Item			
27	<p>Clause C27 - Accommodation of traffic for construction works as a minimum, construction vehicles carried out on</p> <ul style="list-style-type: none"> <li>Letsatsi Street</li> <li>Baratane Street</li> </ul> <p>Including barriers, temporary signage, flagman, traffic management plan, temporary road markings, etc.</p> <p>F:..... V:..... T:.....</p>		Item			
28	<p>Clause C28 - Trade Names</p> <p>Wherever a trade name for any product has been described in the <b>bills of quantities / lump sum document</b>, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the <b>principal agent</b> being obtained prior to the closing date for submission of tenders.</p> <p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p> <p>F:..... V:..... T:.....</p>		Item			
29	<p>Clause C29 - Temporary Protection</p> <p>Temporary protection, as per Engineers requirements of existing, roads, fencing, entrances, water, sewer, stormwater, telephone, electrical, etc. services to be affected by the works</p> <p>Protection of municipal roads until construction in vicinity is complete.</p> <p>F:..... V:..... T:.....</p>		Item			
<b>Carried to Collection</b>					R	
<p>Section No. 1 Preliminaries Bill No. 3 Special Preliminaries (Section C)</p>						

Item No		Unit	Quantity	Rate	Amount	
30	<p>Clause C30 - Planning of Municipal Connections</p> <p>Planning and managing connections into existing sewer pipelines, aerator basin, clarifiers, manholes, etc. including liaison with relevant authorities</p> <p>F:..... V:..... T:.....</p>		Item			
	<b>Carried to Collection</b>			R		
	Section No. 1 Preliminaries Bill No. 3 Special Preliminaries (Section C)					

Item No		Unit	Quantity	Rate	Amount	
31	<p>Clause C31 - Dayworks</p> <p>Where in the opinion of the Principal Agent any extra work cannot properly be measured or valued, the Contractor will be allowed daywork prices therefore calculated upon the costs defined hereunder together with the stated percentages. The total thus arrived at shall be the total amount recoverable by the Contractor for performing such work.</p> <ol style="list-style-type: none"> <li>1. The costs to the Contractor or sub-contractor of materials, being the net cost (at current market prices) actually paid for such materials after the deduction of cash discounts or if materials are supplied from the Contractor's or sub-contractor's stock then the cost of such materials shall be based upon the current market price plus the cost of delivery to Site; to which net cost 10% thereof shall be added.</li> <li>2. The cost of labour to the Contractor or sub-contractor, being all items of direct cost of labour actually remunerated to the workmen concerned which shall include the cost of all allowances in terms of the industrial Conciliation Act (where applicable) or any other wage determination applying in the area where the daywork is executed: to which labour cost 10% shall be added. Hourly base rates for labour shall be the current market rates for labour based upon standard working hours and shall be applied in respect of the time spent by workers directly engaged on the particular day works including any operator's mechanical plant and transport and erecting and dismantling other plant. If a claim is made that individual workmen have been paid wages and allowances in excess of the minimum legalised rates, then proof must be furnished that such workmen had been so paid prior to the commencement of the daywork referred to.</li> </ol> <p>F:..... V:..... T:.....</p> <p style="text-align: right;"><b>Carried to Collection</b></p> <p>Section No. 1 Preliminaries Bill No. 3 Special Preliminaries (Section C)</p>					
			Item			
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Item No		Unit	Quantity	Rate	Amount	
	<b>SUMMARY OF CATEGORIES</b>  Category : Fixed R.....  Category : Value R.....  Category : Time R.....					
	<b>Carried to Collection</b>			R		
	Section No. 1 Preliminaries Bill No. 3 Special Preliminaries (Section C)					

Section No. 1

Bill No. 3

Special Preliminaries (Section C)

**COLLECTION**

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Section No. 1

## Preliminaries

Bill No. 3

Special Preliminaries (Section C)

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Item No		Unit	Quantity	Rate	Amount	
	<p><b><u>SECTION NO. 2</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>FOUNDATIONS (RAFT)</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>Nature of ground</u></p> <p>A soils investigation has been carried out on site by the engineer and the report is available upon request. Descriptions of excavations shall be deemed to include all ground conditions classifiable as "earth" described in the above report and where conditions of a more difficult character are indicated these are separately measured</p> <p><u>Carting away of excavated material</u></p> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site</p> <p><u>Subterranean water</u></p> <p>No information regarding subterranean water is available. The tenderer must acquaint himself of the presence and depth of subterranean water and allow therefore in his prices.</p> <p><u>Carting away of excavated material</u></p> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site</p>					
	<b>Carried to Collection</b>					
	Section No. 2 Building Works Bill No. 1 Foundations					

Section No. 2  
Building Works  
Bill No. 1  
Foundations

Section No. 2  
Building Works  
Bill No. 1  
Foundations

Item No		Unit	Quantity	Rate	Amount	
	<p><b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>General</u></p> <p>All concrete, formwork and reinforcement to be done according to SABS 1200G.</p> <p><u>Cost of tests</u></p> <p>The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Representative/Agent. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the Representative/Agent. (Test cubes are measured separately)</p> <p><u>Formwork</u></p> <p>All smooth formwork to be in accordance with SABS 1200G - 5.2.1b. Tolerance to concrete surfaces to have a degree of Accuracy II in accordance with SABS 1200 G - 6.1.1b.</p> <p>Formwork to sides of bases, ground beams, etc will only be measured where it is prescribed by the Representative/Agent, for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks".</p>					
	<b>Carried to Collection</b>					
	Section No. 2 Building Works Bill No. 1 Foundations					

Section No. 2  
Building Works  
Bill No. 1  
Foundations



Item No		Unit	Quantity	Rate	Amount	
18	<u>High tensile steel reinforcement to structural concrete work</u> Various (8 - 32mm) diameter bars	t	1.57			
19	<u>Fabric reinforcement</u> Ref. 311 fabric reinforcement in concrete surface beds, slabs, etc.	m2	51			
20	<u>DAMPPROOFING OF WALLS AND FLOORS</u>  <u>One layer of 250 micron green Polyethylene sheeting to comply with SABS 952 Type C with minimum 150mm lap to DPM including sealing laps with approved tape</u> Under surface beds, bottoms and sides of column bases	m2	114			
<b>Carried to Collection</b>					R	
Section No. 2 Building Works Bill No. 1 Foundations						

<div>Section No. 2</div> <div>Bill No. 1</div> <div>Foundations</div> <div>COLLECTION</div> <div>Total Brought Forward from Page No.</div>					
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Item No		Unit	Quantity	Rate	Amount	
	<p><b><u>SECTION NO. 2</u></b></p> <p><b><u>BILL NO. 2</u></b></p> <p><b><u>MASONRY</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>General</u></p> <p>All masonry units shall comply with SABS 227: Burnt Clay Masonry Units.</p> <p>Brickwork shall be in accordance with SABS 0164.</p> <p>Minimum crushing strength of all load bearing bricks shall be 14MPa.</p> <p>Minimum crushing strength of mortar for brickwork shall be as for Class II mortar (5MPa) in accordance with SABS 0164 Part I-1980.</p> <p><u>Sizes in descriptions</u></p> <p>Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick.</p> <p><u>Wall ties</u></p> <p>Descriptions of solid walls and cavity walls shall be deemed to include metal wall ties complying with SABS 28 and of the butterfly or of the modified PWD type, of the required length with each end built at least 75mm deep into brickwork, spaced at not more than 1m centres alternatively to every third course of brickwork.</p> <p>Descriptions of solid walls (except if built in English bond) and cavity walls shall be deemed to include metal wall ties complying with SABS 28 and of the butterfly or of the modified PWD type, of the required length with each end built at least 75mm deep into brickwork, spaced at not more than 1m centres alternatively to every third course of brickwork.</p>					
	<b>Carried to Collection</b>					
	<p>Section No. 2</p> <p>Building Works</p> <p>Bill No. 2</p> <p>Masonry</p>					

Section No. 2  
Building Works  
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Masonry

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Bill No. 2  
Masonry

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Section No. 2  
Building Works  
Bill No. 3  
Roof Coverings

Item No		Unit	Quantity	Rate	Amount	
	<p><b><u>Flashings shall be to the manufacturer's standards or similar approved Galvanized steel Z200 0.58mm with a patent finish to one side with a Pebble Grey backing coat and fixed to the sheeting with S10 brackets or, sliding brackets at apex where roof sheets are 30m or longer, to obviate any direct fixing perforations. Prior to flashings being fixed, all troughs at the apex shall be stop-ended to the full depth of the sheet in order to prevent any penetration of wind driven water. The trough shall be lipped at the eaves end to form a drip. Transverse flashing flanges shall be form a drip. Transverse flashing flanges shall be notched to the sheet profile where necessary</u></b></p>					
3	Apex Flash 462mm girth 2 times bent fixed to B/F serrated closers with no direct perforations	m	26			
4	Gable Trim (Barge Flash) 580mm girth 3 times bent	m	10			
5	Serrated top end closer 700mm girth	m	22			
	<u>Eave and ridge fillers made from cross-linked, closed cell, expanded polyethylene to fit roof profile, fit snugly between roof sheeting/cladding and structure</u>					
6	Moulded narrow and broad rib polyethylene filler blocks	m	9			
	<b><u>ROOF AND WALL INSULATION</u></b>					
	<b><u>4mm Double - sided aluminium foil insulation Code 1983. Laid taut over purlins and fixed concurrent with roof covering; overlapped longitudinally by 100mm; on and including galvanised straining wire spaced at 383mm centres; all in strict accordance with the manufacturers specifications</u></b>					
7	Insulation under roof sheeting	m2	70			
	<b>Carried to Collection</b>				R	
	Section No. 2 Building Works Bill No. 3 Roof Coverings					





Section No. 2  
Building Works  
Bill No. 4  
Carpentry & Joinery

Section No. 2  
Building Works  
Bill No. 4  
Carpentry & Joinery

Item No		Unit	Quantity	Rate	Amount	
5	Extra over for cutting worktop for sink and tap	No	2			
6	Floor cupboard L-Shaped, size approximately 6000mm long x 600mm wide x 860mm high on one leg and 1560mm long x 600mm wide x 860mm high on the another, complete with 18mm high pressure laminate composite board doors and drawer, sides, bottom, horizontal shelves, vertical partitions, chrome plated brass door ironmongery, kick plates, etc. fixed to wall and floor as per Architect's details and specifications	No	1			
7	16mm Veneered melamine floor drawer, size approximately 1130mm high x 600mm wide x 600mm deep, complete with carcass, doors/drawers, sides, bottom, horizontal shelves, vertical partitions, ironmongery, kick plates, backing board, etc. fixed to wall and floor as per Architect's and manufacturers details and specifications	No	2			
<b>Carried to Collection</b>					R	
Section No. 2 Building Works Bill No. 4 Carpentry & Joinery						



Item No		Unit	Quantity	Rate	Amount	
	<b><u>SECTION NO. 2</u></b>  <b><u>BILL NO. 5</u></b>  <b><u>CEILINGS</u></b>  <b><u>SUPPLEMENTARY PREAMBLES</u></b>  <u>Descriptions:</u>  Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete.  Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been given elsewhere.  <b><u>CEILINGS &amp; BULKHEADS</u></b>  <b><u>NAILED UP CEILINGS</u></b>  <u>9mm Gypsum board flush jointed ceiling system constructed of Gridlock Steel branderling / 35mm faced galvanised T suspension system fixed at a maximum of 500mm centres in one direction. Taper edged board is fixed at right angles to the appropriate suspension system using 25mm drywall screws placed at 150mm centres. All joints are to be taped over &amp; entire ceiling finished with a 3mm skimming compound plaster</u>					
1	Ceilings suspended from roof trusses	m2	2			
2	Extra over ceiling/bulkhead for opening for 100mm diameter downlighter	No	48			
	<b><u>Edge Trim</u></b>					
3	Aluminium shadow line plaster trim (pre-painted) between brickwork & flush plastered ceiling plugged and screwed at centres not exceeding 200mm to Architect's specifications	m	85			
	<b>Carried to Collection</b>				R	
	Section No. 2 Building Works Bill No. 5 Ceilings					

Section No. 2  
Building Works  
Bill No. 5  
Ceilings







Section No. 2  
Building Works  
Bill No. 6  
Ironmongery

Item No		Unit	Quantity	Rate	Amount	
12	<p><u>The following Budgetary Allowances are for work to be executed by the Main Contractor or specialist suppliers and priced at Bill rates or rates to be agreed and to be used as directed by the Principal Agent and to be deducted in whole or in part if not required</u></p> <p>Allow the Budgetary Allowance of R10 000.00 (Ten Thousand Rands) for general signage sill to be designed and will/may be carried out by the contractor</p>		Item		10 000.00	
	<b>Carried to Collection</b>			R		
	Section No. 2 Building Works Bill No. 6 Ironmongery					

Section No. 2  Bill No. 6  Ironmongery  <b><u>COLLECTION</u></b>  Total Brought Forward from Page No.					
Section No. 2  Building Works Bill No. 6 Ironmongery					

Item No		Unit	Quantity	Rate	Amount	
	<p><b><u>SECTION NO. 2</u></b></p> <p><b><u>BILL NO. 7</u></b></p> <p><b><u>STRUCTURAL STEELWORK</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>1. Shop drawings</u></p> <p>The contractor will be required to prepare shop details for the work which must be submitted to the Engineer for approval before fabrication is started. Approval of shop details by the Engineer will include the following:</p> <p>a) Examination of member sizes for consistency with design requirements,</p> <p>b) Examination of all connections designed and/or detailed by the fabricator, for adequacy of load trasference,</p> <p>c) Approval of leading dimensions which are taken to include such dimensions as may influence the design (eg, depth of trusses and girders) or which may grossly affect site programme (eg, truss spans and stanchion heights).</p> <p>Notwithstanding any approval of these details, the contractor shall remain responsible for ensuring that the dimensions, details and workmanship result in the correct assembly of the work.</p>					
	<b>Carried to Collection</b>					
	Section No. 2 Building Works Bill No. 7 Structural Steel					

Item No		Unit	Quantity	Rate	Amount	
	<p><u>2. Material and workmanship</u></p> <p>The steelwork is to be fabricated from mild steel to SABS 1431 Grade 300W. The whole of the fabrication and workmanship generally is to be in strict accordance with SABS 0162-1984 as amended. The material shall be of best quality throughout, free from loose rust or millscale, true to thickness and profile throughout and of the section and mass specified subject to a 2% tolerance for rolling margin. Consideration will be given to any detail variation which the contractor may wish to make with the view to the simplification of either fabrication, delivery or erection. Substitutions must be made at the contractor's own expense.</p> <p>The contractor shall provide Works Test Certificates where so required by the Engineer.</p> <p><u>3. Testing</u></p> <p>The Engineer shall be at liberty to select test pieces from steelwork in the workshop or on the site and to have them tested. The expense of such tests are to be borne by the contractor if the steelwork does not comply with the standards laid down above.</p> <p><u>4. Hold down bolts</u></p> <p>Holding down bolts and other fixing devices which are to be embedded in concrete must be supplied to the principal contractor on request together with the necessary information, identification and templates.</p> <p>2mm Mild steel plate templates provided on a scale of one template for every five groups of bolts, suitably marked to ensure easy identification are to be supplied to the principal contractor.</p> <p>Any costs incurred by subsequent repositioning of bolts, etc. resulting from the contractor having failed to furnish adequate information, identification and templates will be for the contractor's account.</p>					
	<b>Carried to Collection</b>					
	Section No. 2 Building Works Bill No. 7 Structural Steel					

Item No		Unit	Quantity	Rate	Amount	
	<p><u>5. Welding</u></p> <p>Welding shall be in accordance with SABS 044 "Welding: Parts I, II and III", E70XX</p> <p>Welding shall be carried out in a manner which will prevent any distortion of the weld or the parent section.</p> <p>All welds shall have adequate root fusion and shall be free from cracks, porosity or other irregularities and any undercutting shall be made good by the deposition of additional runs of weld metal.</p> <p>Any completed welds showing cracks, cavities or other effects shall be cut out and made good at the contractor's own expense.</p> <p>Mild steel electrodes shall comply with SABS 455 "Covered Electrodes for Manual Arc Welding of Mild Steel and Medium High Tensile Steel".</p> <p><u>6. Bolts</u></p> <p>Bolts shall have well-formed heads forged from the solid. Nuts shall closely fit the bolts so that they can only just be turned by hand and at least one clear thread shall project beyond the nut when fully tightened. All bolts shall have one washer under the nuts and shall be so tightened that the threaded portion does not bear on the members connected.</p> <p>Where bolt heads or nuts bear upon bevelled surfaces they shall be provided with tapered washers of 2,3 mm mean thickness to provide a seating square with the axis of the bolt.</p> <p><u>7. Friction grip bolts</u></p> <p>Connections specifying high strength friction grip bolts are to be in strict accordance with SABS 094 "Bolted Friction Grip Joints in Structural Steelwork" and the bolts used are to be in accordance with BS 3139 Part 1 : 1959 "General Grade Bolts, High Strength Friction Grip Bolts for Structural Engineering".</p>					
	<b>Carried to Collection</b>					
	<p>Section No. 2 Building Works Bill No. 7 Structural Steel</p>					

Item No		Unit	Quantity	Rate	Amount	
	<p>Notwithstanding the above, the following must be rigidly adhered to :</p> <p>a) Two-case hardened washers, one flat or bevelled under the head and the other flat or bevelled under the nut shall be used with each bolt.</p> <p>b) Contact surfaces shall not be painted and shall be thoroughly cleaned free of dirt, oil, loose scale, burrs and other defects which are liable to reduce friction resistnace between surfaces.</p> <p>c) At all times the correct torques shall be applied to the different sizes of bolts.</p> <p><u>8. Erection</u></p> <p>The steelwork generally is to be fabricated in the contractor's works having due regard to transport and erection facilities. He must supply all erection tackle, temporary erection bracing, erect and plumb all steelworkand supply all steel wedges and tacks as required.</p> <p>Items may be detailed for delivery "piece small" or the contractor may prefabricate if he is satisfied that suitable arrangements for transport can be made.</p> <p>Connections are to be designed for the forces indicated on the drawings or to the maximum capacity of the members.</p> <p><u>9. Cleaning and painting</u></p> <p>All structural steel is to be thoroughly degreased to remove all grease or oil and then wire-brushed, scraped or sand-papered to remove all rust, mill-scale or surface contaminations and is to be immediately given one coat zinc chromate, allowed to dry overnight and given one coat of universal undercoat prior to delivery to site. All damaged paintwork is to be made good on site after erection is complete. (also refer to 12 below)</p> <p>All structural steel pricing is deemed to include for paint work.</p>					
	<b>Carried to Collection</b>					
	<p>Section No. 2 Building Works Bill No. 7 Structural Steel</p>					



Item No		Unit	Quantity	Rate	Amount	
	<p><u>10. Testing of welders</u></p> <p>Tenderers must include in their rates for the testing of any welder used on the work who has not been tested within a period of six months immediately preceding his employment on this contract.</p> <p><u>11. Further notes</u></p> <p>Also refer to the structural steelwork notes indicated on the Engineer's relevant structural drawings.</p> <p><u>12. Painting/corrosion protection options</u></p> <p>Painted Steelwork</p> <ul style="list-style-type: none"> <li>° All steelwork below surface to be painted with two layers of bitumen paint</li> <li>° All steelwork surfaces to be painted and must be free of mill shale, corrosion, grease or dust</li> <li>° All steelwork to be cleaned with wire brush in accordance with SABS 1200HC prior to coating</li> <li>° All structural steel shall be hot-dip galvanised to SANS 121/ISO 1461 (Heavy Duty Application)</li> <li>° All steelwork exposed surfaces to be coated with two layers of enamel paint as final coat (color to architect spec)</li> </ul>					
1	<p>General steel arrangement drawings will be issued to the Contractor. Allow for preparing shop detail drawings for approval prior to commencing manufacture</p> <p><b><u>STEEL COLUMNS, BEAMS, POSTS, ETC. (PAINTED)</u></b></p> <p><b><u>Welded beams/columns in single lengths with flat section bearer and connection plates bolted to columns and all necessary fittings, etc.</u></b></p>		Item			
2	100 x 100 x 4.5mm Square Hollow Section post	t	0.35			
3	IPE 180 Beam	t	0.34			
	<b><u>Bolts to columns, beams, etc</u></b>					
4	High tensile bolts	t	0.20			
	<b>Carried to Collection</b>				R	
	Section No. 2 Building Works Bill No. 7 Structural Steel					

Item No		Unit	Quantity	Rate	Amount	
	<b><u>PURLINS, GIRTS, BRACING, ETC. (PAINTED)</u></b>					
	<b><u>Purlins and girts bolted to steel and all necessary fittings, etc</u></b>					
5	100 x 75 x 20 x 2.5mm Cold Formed Lipped channel section purlins	t	0.50			
6	125 x 65 x 20 x 2.5mm Cold Formed Lipped channel section purlins	t	0.56			
	<b><u>Welded bracing, etc. with flat section connection plates bolted to steel</u></b>					
7	60 x 3.0mm Diameter Circular Hollow Section eaves strut	t	0.11			
8	50 x 50 x 6mm Thick angle bracing	t	0.15			
9	50 x 50 x 5mm Thick angle bracing	t	0.02			
10	16mm Sag rods	t	0.11			
	<b><u>BUDGETARY ALLOWANCES</u></b>					
	<b><u>The following Budgetary Allowance is for work to be executed by the Main Contractor or specialist suppliers and priced at Bill rates or rates to be agreed and to be used as directed by the Principal Agent and to be deducted in whole or in part if not required</u></b>					
11	Allow a budgetary allowance of R25 000.00 (Twenty Five Thousand Rands) for Additional general work still to be designed and will/may be carried out by the contractor		Item		25 000.00	
	<b>Carried to Collection</b>					
	Section No. 2 Building Works Bill No. 7 Structural Steel					

Section No. 2  Bill No. 7  Structural Steel  <b><u>COLLECTION</u></b>  Total Brought Forward from Page No.					
Section No. 2 Building Works Bill No. 7 Structural Steel					

Item No		Unit	Quantity	Rate	Amount	
	<b><u>SECTION NO. 2</u></b>  <b><u>BILL NO. 8</u></b>  <b><u>METALWORK</u></b>  <u>Descriptions of bolts, anchors, etc</u>  Descriptions of bolts shall be deemed to include nuts and washers  Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres  <b><u>PRESSED STEEL DOOR FRAMES</u></b>  <b><u>1,6mm Rebated frames suitable for one brick walls including brass hinges</u></b>  1 Frame for door size approximately 813 x 2125mm high  <b><u>PRESSED STEEL TRANSFORMER ROOM DOORS AND FRAMES</u></b>  <b><u>Hot dipped galvanised louvered doors either single or double as per drawings to SANS 121, SABS and ISO 1461 specifications for galvanising, primed with one coat steel primer. Door to include all ironmongery</u></b>  2 Door T16 approximately 900 x 2126mm high with z profile louvered ventilation panels, fixed shutter within leaf and with rebated frame suitable for one brick wall  <b><u>WELDED SCREENS, GATES, ETC</u></b>  <b><u>All to doors and gates to manufacturer's and architects' specifications on door schedule drawing P17064-TN-01-ARC-6000 (Revision A)</u></b>					
	<b>Carried to Collection</b>					
	Section No. 2 Building Works Bill No. 8 Metalwork					

Item No		Unit	Quantity	Rate	Amount	
3	Double leaf door type T15, size approximately 1500 x 2125mm high (overall). Comprised of 200 x 200mm epoxy coated frame filled in with mesh panel to match existing boundary fence, as per Engineer's detail and finished as per Architect's specifications  <b><u>Galvanized steel security gate</u></b>	No	2			
4	Single leaf security gate, size approximately 770 x 1950mm, made up of solid mild steel infill with lock including square tube frame plugged and screwed to reveal with concealed rivets at maximum 300mm centres  <b><u>Metal Screen</u></b>	No	1			
5	Parametric mentis grating fixed vertically to brickwork including angle framing, all in accordance with manufacturer's and architect's specification (screen around generator)  <b><u>Perforated stainless steel grating</u></b>	m2	20			
6	450 x 450mm heavy duty removable tamper proof grating with 25 x 25 x 3mm framing, framing cast into concrete with 10mm diameter x 100mm long lugs at the corners  <b><u>Steel permeable mesh fencing to match existing boundary fencing fixed on to brick wall including all fixing, connections etc.</u></b>	No	2			
7	Screen size approximately 2500mm high to enclose refuse yard  <b><u>ALUMINIUM LOUVRES</u></b>  <b><u>Powder coated horizontal anodised aluminium louvre units (colour : anthracite matt grey) with framing including fixing into brickwork/concrete to manufacturer's and architects' specifications on door/louvre schedule drawing P17064-TN-01-ARC-6000 (Revision A)</u></b>	m	13			
8	Size approximately 624 x 2531mm high	No	2			
<b>Carried to Collection</b>					R	
Section No. 2 Building Works Bill No. 8 Metalwork						

Section No. 2  
Building Works  
Bill No. 8  
Metalwork



Section No. 2  
Building Works  
Bill No. 8  
Metalwork



<div>Section No. 2</div> <div>Bill No. 8</div> <div>Metalwork</div> <div>COLLECTION</div> <div>Total Brought Forward from Page No.</div>					
<div>Carried Forward to Summary of Section No. 2</div> <div>Section No. 2</div> <div>Building Works</div> <div>Bill No. 8</div> <div>Metalwork</div>					

Section No. 2  
Building Works  
Bill No. 9  
Plastering

Section No. 2  
Building Works  
Bill No. 9  
Plastering



Section No. 2  
Building Works  
Bill No. 10  
Tiling

Section No. 2  
Building Works  
Bill No. 10  
Tiling



Section No. 2  
Building Works  
Bill No. 11  
Plumbing & Drainage



Item No		Unit	Quantity	Rate	Amount	
	<b><u>SANITARY FITTINGS</u></b>					
	<b><u>Vitreous China</u></b>					
6	Close coupled 90° outlet open rim top dual flush suite (6/3 litres) with quality white embassy seat installed complete	No	1			
7	White vitreous china 450 x 350 x 130mm wash hand basin including waste, mounting kit, etc. installed complete	No	1			
	<b><u>Stainless Steel</u></b>					
8	Grade 304 18/10 polished stainless steel single end bowl inset sink, overall size approximately 900 x 500mm with one 343 x 410 x 166mm deep bowl, including 90mm waste fitting fitted onto counter top with 40mm rubber P-trap with a T-Junction and elbow, neatly penetrated through any shelving and concealed below counter, to be installed complete onto counter top as per Architects detail and specification	No	2			
	<b><u>TAPS, VALVES, ETC</u></b>					
	<b><u>Taps</u></b>					
9	Single lever basin mixer	No	1			
10	Standard brass bibtap including hose union, wingnut and lining for hose. ½" Heavy pattern and low resistance for low pressure. SABS approved, SANS 226 type 1	No	3			
11	Chrome plated sinkmixer with flexible arm & swivel	No	2			
12	Angle regulating valve chrome plated with wall flange, flexible hose connector, ½" BSP male inlet, ½" BSP male outlet connection end	No	2			
	<b><u>Traps</u></b>					
13	38mm No 345/40 CP bottle trap	No	2			
14	32mm Slotted basin click waste	No	1			
	<b>Carried to Collection</b>				R	
	Section No. 2 Building Works Bill No. 11 Plumbing & Drainage					

Section No. 2  
Building Works  
Bill No. 11  
Plumbing & Drainage

Section No. 2  Bill No. 11  Plumbing & Drainage  <b><u>COLLECTION</u></b>  Total Brought Forward from Page No.   <
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Item No		Unit	Quantity	Rate	Amount	
	<b><u>SECTION NO. 2</u></b>  <b><u>BILL NO. 12</u></b>  <b><u>GLAZING</u></b>  All glazing to be in accordance with NBR Part N Schedule 1 and SABS 0137  <b><u>MIRRORS</u></b>  <u>4mm Silvered float glass copper backed mirrors with 10 mm bevelled and polished edges holed for and fixed with chromium plated dome capped mirror screws with rubber buffers to plugs in brickwork or concrete</u>					
1	Size 600 x 300mm high	No	1			
	<p style="text-align: right;"><b>Carried Forward to Summary of Section No. 2</b></p> <p>Section No. 2 Building Works Bill No. 12 Glazing</p>				R	

Section No. 2  
Building Works  
Bill No. 13  
Paintwork

Section No. 2  
Building Works  
Bill No. 13  
Paintwork



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5	Ceilings	152		
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7	Structural Steel	163		
8	Metalwork	169		
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Section No. 2 Building Works				



Section No. 3  
Provisional Sums  
Bill No. 1  
Provisional Sums

Item No		Unit	Quantity	Rate	Amount	
3	Allow for attendance on above			%		
	<b><u>TRAINING OF LOCAL LABOUR</u></b>					
4	Provide the sum of R250 000.00 for the Training of Local Labour		Item		250 000.00	
5	Allow for profit on above			%		
6	Allow for attendance on above			%		
	<b><u>MEDICAL EQUIPMENT</u></b>					
7	Provide the sum of R3 000 000.00 for the supply, delivery and installation of Medical Equipment as per COJ requirements		Item		3 000 000.00	
8	Allow for profit on above			%		
9	Allow for attendance on above			%		
	<b><u>FURNITURE &amp; FITTINGS</u></b>					
10	Provide the sum of R2 000 000.00 for the supply, delivery and installation of Furniture and Fittings as per COJ requirements		Item		2 000 000.00	
11	Allow for profit on above			%		
12	Allow for attendance on above			%		
	<b><u>MARKETING BOARD &amp; DESIGN</u></b>					
13	Provide the sum of R30 000.00 for the supply, delivery and installation of Marketing Board		Item		30 000.00	
14	Allow for profit on above			%		
15	Allow for attendance on above			%		
	<b>Carried to Collection</b>			R		
	Section No. 3 Provisional Sums Bill No. 1 Provisional Sums					

Item No		Unit	Quantity	Rate	Amount	
	<b><u>SMME's</u></b>					
	<u>Note:</u> The main contractor is to take note that the following items are to be allocated to SMME's whom are to be appointed as domestic sub-contractors. The provisional sum below is for a sum of money allocated to these trades which will require the SMME's to price out per trade once the main contractor is appointed.					
16	Provide the sum of R2 300 000.00 for SMME related building and external works (masonry, plastering, paint, tiling, demolitions, retaining walls and fencing) including all materials, labour, construction and SMME profit		Item		2 300 000.00	
17	Provide the sum of R1 500 000.00 for the appointment of a Landscape Architect and for the supply, delivery and installation of landscaping		Item		1 500 000.00	
18	Provide the sum of R600 000.00 for the supply, delivery and installation of Artwork		Item		600 000.00	
19	Provide the sum of R450 000.00 for Preliminaries and general for SMME related works including management, programming, health and safety, insurances, plant/equipment, offices/sheds, services and telecommunication etc.		Item		450 000.00	
20	Allow for main contractors profit on SMME works			%		
21	Allow for main contractors attendance on SMME works			%		
	<b><u>BUDGETARY ALLOWANCES</u></b>					
	<u>The following Budgetary Allowance is for attendance by the contractor currently working on site for any attendance or handling fee associated with the works to be undertaken in this contract.</u>					
22	Allow the Budgetary Allowance of R450 000.00 (Four Hundred and Fifty Thousand Rands) for attendance and handling fee for co-ordination with contractor currently undertaking work on site		Item		450 000.00	
	<b>Carried to Collection</b>				R	
	Section No. 3 Provisional Sums Bill No. 1 Provisional Sums					



Item No		Unit	Quantity	Rate	Amount	
	<p><b><u>SECTION NO. 4</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>DEMOLITIONS</u></b></p> <p><b><u>REMOVAL OF EXISTING WORK</u></b></p> <p><b><u>SPECIAL PREAMBLES</u></b></p> <p><b><u>REMOVE</u></b></p> <p>The term "remove" shall mean breaking out as required to remove the item described, disposal of all rubble and old materials, and making good all work disturbed to match existing.</p> <p>Remove walls or partitions shall mean breaking down complete to structure of walls, etc. and trimming up edges and disposal of rubble and all old materials from site (old materials as elsewhere described).</p> <p>Prices shall include for protecting adjacent surfaces against damage and repairing such damage should it occur.</p> <p><b><u>OLD MATERIAL BECOMES THE PROPERTY OF THE CONTRACTOR</u></b></p> <p>Old material from the alterations except where described for re-use or handing over, will become the property of the Contractor for which Credit must be allowed.</p> <p><b><u>OLD MATERIAL MUST BE CARTED AWAY</u></b></p> <p>Old material from the alterations except where described for re-use or handing over, as well as all debris must regularly be carted away from site and not be accumulated on site.</p> <p><b><u>OLD MATERIAL MAY NOT BE RE-USED</u></b></p> <p>No old material may be re-used for new work except where it is specifically described as set aside for re-use.</p>					
	<b>Carried to Collection</b>					
	<p>Section No. 4</p> <p>External Works</p> <p>Bill No. 1</p> <p>Demolitions</p>					

Item No		Unit	Quantity	Rate	Amount	
	<p><b><u>DISPOSAL OF DEBRIS, ETC</u></b></p> <p>The Contractor shall be responsible for the removal from the site of all materials, debris and rubbish resulting from the alterations/demolitions.</p> <p><b><u>GENERAL</u></b></p> <p><b><u>Damage To Persons And Property</u></b></p> <p>All demolitions, pulling down, alterations etc., are to be carried out carefully and in the safest possible manner. The Contractor is to ascertain that all alterations are structurally practicable and safe and he will be held solely responsible for any damage to property or work adjoining the pulling down and must make good at his own expense.</p> <p><b><u>Programming Of The Works</u></b></p> <p>The programming of demolitions and alterations will have to be co-ordinated with the Principal Agent.</p> <p><b><u>Care Of Utility Services</u></b></p> <p>Special care is to be exercised not to interfere with any drains, electrical supply, data, or telephone cables and fittings to same. Notice is to be given to the Principal Agent when any disconnections, removal of wires etc. are necessary and the Contractor is to afford every facility to the workmen carrying out this work.</p> <p>Permission must be obtained from the Principal Agent before any services are cut off at any time.</p> <p><b><u>Temporary Shoring Etc.</u></b></p> <p>Prices are to include for providing, fixing and maintaining in position generally as required all temporary shoring, needling, strutting etc., necessary for the proper execution of the alterations in this Contract and for removing same.</p>					
	<b>Carried to Collection</b>					
	Section No. 4 External Works Bill No. 1 Demolitions					

Section No. 4  
External Works  
Bill No. 1  
Demolitions

Section No. 4  
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Section No. 4  Bill No. 1  Demolitions  <b><u>COLLECTION</u></b>  Total Brought Forward from Page No.					
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Item No		Unit	Quantity	Rate	Amount	
	<p><b><u>SECTION NO. 4</u></b> <b><u>BILL NO. 2</u></b></p> <p><b><u>RETAINING WALLS, ETC.</u></b></p> <p><b><u>RETAINING WALLS, ETC.</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>Nature of ground</u></p> <p>A soils investigation has been carried out on site by the engineer and the report is available upon request. Descriptions of excavations shall be deemed to include all ground conditions classifiable as "earth" described in the above report and where conditions of a more difficult character are indicated these are separately measured</p> <p><u>Carting away of excavated material</u></p> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site</p> <p><u>Subterranean water</u></p> <p>The tenderer must acquaint himself of the presence and depth of subterranean water and allow therefore in his prices.</p> <p><u>Carting away of excavated material</u></p> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site</p>					
	<b>Carried to Collection</b>			R		
	<p>Section No. 4</p> <p>External Works</p> <p>Bill No. 2</p> <p>Retaining Walls</p>					

Section No. 4  
External Works  
Bill No. 2  
Retaining Walls

Item No		Unit	Quantity	Rate	Amount	
7	<u><b>Compaction of surfaces</b></u>  Compaction of natural or excavated ground surface under floors etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 98% Mod AASHTO density	m2	83			Rate only
8	<u><b>Earth filling obtained from the excavations and/or prescribed stock piles on site (compacted to 98% Mod AASHTO density)</b></u>  Filling behind retaining structures	m3	175			Rate only
9	<u><b>G7 Earth filling supplied by the contractor compacted to 95% Mod AASHTO density, to Engineers approval</b></u>  Filling behind retaining structures	m3	250			Rate only
10	<u><b>25MPa/19mm Reinforced concrete cast against excavated surfaces</b></u>  Strip footings	m3	25			Rate only
11	<u><b>Fabric reinforcement</b></u>  Ref. 617 fabric reinforcement in concrete surface beds, slabs, etc.	m2	83			Rate only
12	<u><b>Geotextile soil reinforcement</b></u>  2,6mm Thick, 19,5kn/m tensile strength nonwoven, needle punched, continuous filament, polyester geotextile between backfill and retaining wall including wrapped around 75mm diameter perforated pipe (pipe elsewhere measured) or similar approved all to manufacturers details and specifications	m2	209			Rate only
13	200g/m2 needle punched, non woven polyester with short and long term tensile strengths of 100kN/m and 60kN/m, as per manufacturer specification or similar approved	m2	416			Rate only
<b>Carried to Collection</b>				R		
Section No. 4 External Works Bill No. 2 Retaining Walls						

Item No		Unit	Quantity	Rate	Amount	
14	<b><u>75mm dia perforated PVC pipe</u></b> In retaining walls	m	104			Rate only
15	<b><u>Precast concrete interlocking planter blocks finished smooth on exposed surfaces</u></b> Retaining structures with stepped face and curves as required to suit slopes, of 300 x 450 x 170mm high type L300 interlocking planter blocks laid with horizontal bed joints to 16 degree slope, compacted earth filling behind the blocks (earth filling elsewhere measured), including filling blocks with garden soil and compost lightly tamped as the work proceeds and planting Aptenia Cordifolia seedlings	m2	209			Rate only
	<b><u>SUB-SOIL DRAINAGE</u></b> <b><u>Sub-Soil Drain Along Side Retaining Walls or under filling</u></b>					
16	HDPE perforated pipe 110mm internal diameter with 5mm wall thickness, extruded into an open lattice wall structure with 70% of the diameter consisting of open areas and a 30% solid area along the invert. Perforations in the open structure of the pipe shall be greater than 3mm but less than 12mm. Pipe with couplings and enclosed with geotextile membrane (geotextile membrane elsewhere measured)	m	104			Rate only
	<b><u>Extra over HDPE Perforated Pipe for Fittings</u></b>					
17	Extra over piping for wire ball	No	15			Rate only
18	Extra over piping for plug to end	No	10			Rate only
	<b><u>Geotextile membrane</u></b>					
19	1.8mm thick, 19.5KN/m tensile strength non-woven needle punched, continuous filament, polyester geotextile membrane lapped at ends for weed control placed on subgrade (subgrade elsewhere measured)	m2	188			Rate only
	<b>Carried to Collection</b>				R	
	Section No. 4 External Works Bill No. 2 Retaining Walls					

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Section No. 4  
External Works  
Bill No. 2  
Retaining Walls

<div>Section No. 4</div> <div>Bill No. 2</div> <div>Retaining Walls</div> <div>COLLECTION</div> <div>Total Brought Forward from Page No.</div>					
<div>Carried Forward to Summary of Section No. 4</div> <div>Section No. 4</div> <div>External Works</div> <div>Bill No. 2</div> <div>Retaining Walls</div>					



Section No. 4  
External Works  
Bill No. 3  
Fencing

Item No		Unit	Quantity	Rate	Amount	
2	Welded mesh Fencing. High density anti-climbing and anti-cut pressed single skin mesh panel fencing 2m high, formed of 3,4mm diameter horizontal and 3,4mm diameter vertical high tensile wires, PVC coated in RAL 7021 anthracite colour with aperture size 76,2mm x 12,8mm and reinforcing Z-section ribs, bolted with vandal resistant bolts and 70 x 6mm cover plate to posts with angle iron bottom rail. Post 70 x 70 x 6mm at 3,0m centres with sealed end caps and 76 x 76 x 1000mm long angle section base anchors with posts bedded in 15MPa/19mm stone concrete bases size 400 x 400 x 800mm deep including mini spider S/steel RAL7021 brackets, M8 x 50mm cupsquares, M8 x 25 x 2mm S/steel washers and M8 S/steel shearnuts	m	100			Rate only
3	Purpose bent Z-profile combo serrated (ref. lateral rail) anti climb over protection	m	100			Rate only
<b>BUDGETARY ALLOWANCES</b>						
<u>The following Budgetary Allowances are for work to be executed by the Main Contractor or specialist suppliers and priced at Bill rates or rates to be agreed and to be used as directed by the Principal Agent and to be deducted in whole or in part if not required</u>						
4	Allow the Budgetary Allowance of R50 000.00 (Fifty Thousand Rands) for additional general work sill to be designed and will/may be carried out by the contractor		Item			50 000.00
					R	
<b>Carried to Collection</b>						
Section No. 4 External Works Bill No. 3 Fencing						



Bill No	SECTION SUMMARY - External Works	Page No	Amount
1	Demolitions	193	
2	Retaining Walls	200	
3	Fencing	203	
Carried to Final Summary			R
Section No. 4 External Works			

SERVICES INSTALLATIONS (ELECTRICAL, ELECTRONIC, HVAC, WET SERVICES, FIRE, ETC.)

BILLS OF QUANTITIES (Independently numbered)

## JOHANNESBURG DEVELOPMENT AGENCY(JDA)

## Electrical and Mechanical Works

## BILL OF QUANTITIES / SCHEDULE OF ACTIVITIES

Note: All material and equipment must meet the requisite SANS standards and specifications and lighting and other  
 Note: All product names specified in the Bill of Quantities/Schedule of Activities can be used or equivalent manufactures  
 "RO" = Rate only - no initial quantities anticipated  
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 [E] = Make off ends and terminate including glands + lugs or other accessories

## ELECTRICAL &amp; ELECTRONICS BOQ

ITEM	DESCRIPTION	UNIT	QTY	RATE ex VAT	AMOUNT ex VAT
	<b>BILL NO 1</b>				
	<b>PRELIMINARY AND GENERAL PROVISIONS</b>				
<b>1.00</b>	<b>PRELIMINARY AND GENERAL PROVISIONS</b>				
	Allow for all incidental costs uniquely attached to the execution of the electrical & mechanical works but not measured separately:				
<b>1.00.</b>	<b>Fixed Cost Items</b>				
1.00.1	Mobilization	Lot	1		
1.00.2	Demobilization	Lot	1		
1.00.3	Insurance Workman's Compensation	Lot	1		
1.00.4	Site Establishment	Lot	1		
1.00.5	Safety ( Induction) & Safety Requirements	Lot	1		
1.00.6	Personnel Protection Equipment	Lot	1		
1.00.7	Management	Lot	1		
1.00.8	Site De-Establishment	Lot	1		
1.00.9	Tools & Consumables	Lot	1		
1.00.10	Traveling Management / Meetings & Time.	Lot	1		
1.00.11	Design And Drawings	Lot	1		
1.00.12	Mark-up drawings with as built Information and submit in hard copy	Lot	1		
1.00.13	Value-adjustable Items	Item	1		
1.00.14	Time-adjustable Items	Wks.	26		
	<b>TOTAL CARRIED TO COLLECTION</b>			<b>Total 1</b>	

## JOHANNESBURG DEVELOPMENT AGENCY(JDA)

**Electrical and Mechanical Works**  
**BILL OF QUANTITIES / SCHEDULE OF ACTIVITIES**

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ITEM		DESCRIPTION	UNIT	QTY	RATE ex VAT	AMOUNT ex VAT
2.01		<b>BILL NO 2</b> <b>PRIMARY ELECTRICAL PLANT</b>  <b>GENERATOR</b>  50kVA Standby diesel generator 3 phase 400V/230V with automatic change over switch & integrated fuel tank volume of 400 litres, prime mover 45 kW, complete with a weatherproof and soundproof enclosure to SANS & occupational spec with ATS and double based wall, must be fitted with a genuine deep sea or Lovato controller, with ethernet/RS485 network interface etc. Must have a control interface with solar system to prevent generator from running below 50% loading.				
	2.01.1	Fuel tank float with sensor	ea.	1		
	2.01.2	Supply	ea.	1		
	2.01.3	Deliver and install	ea.	1		
	2.01.4	Test and Commission	ea.	1		
		<b>TOTAL CARRIED TO COLLECTION</b>			<b>Total 2</b>	

## JOHANNESBURG DEVELOPMENT AGENCY(JDA)

**Electrical and Mechanical Works**  
**BILL OF QUANTITIES / SCHEDULE OF ACTIVITIES**

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ITEM	DESCRIPTION	UNIT	QTY	RATE ex VAT	AMOUNT ex VAT
<b>3.01</b>	<b>BILL NO. 3 PS SUMS AND MONETARY PROVISIONS</b>				
3.01.1	SECURITY AND ACCESS CONTROL	PC Sum	1	976 848.09	976 848.09
3.01.1.1	Profit	%			
3.01.1.2	Attendance	%			
3.02.1	CCTV, ACCESSORIES AND SOFTWARE	PC Sum	1	1 077 285.60	1 077 285.60
3.02.1.1	Profit	%			
3.02.1.2	Attendance	%			
3.03.1	ICT NETWORK AND COMMUNICATION	PC Sum	1	935 228.80	935 228.80
3.03.1.1	Profit	%			
3.03.1.2	Attendance	%			
3.04.1	Demolition and Wet Services reinstatement allowance	PC Sum	1	1020000.00	1020 000.00
3.04.1.1	Profit	%			
3.04.1.2	Attendance	%			
3.05.1	<i>Day works: Only to be applied for work ordered by Engineer as Day works</i>				
3.05.1.1	Supply of skilled labour (normal time):	h	100		
3.05.1.2	Supply of skilled labour (overtime)	h	50		
3.05.1.3	Supply of unskilled labour (normal time)	h	300		
3.05.1.4	Supply of unskilled labour (normal time)	h	150		
3.05.1.5	Supply of unskilled labour (normal time)	h	900		
<b>TOTAL CARRIED TO COLLECTION</b>				<b>Total 3</b>	



## JOHANNESBURG DEVELOPMENT AGENCY(JDA)

### Electrical and Mechanical Works BILL OF QUANTITIES / SCHEDULE OF ACTIVITIES

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		<b>Collection</b>	<b>Total #</b>		
		PRELIMINARY AND GENERAL PROVISIONS	<b>Total 1</b>		
		PRIMARY ELECTRICAL PLANT	<b>Total 2</b>		
		PS SUMS AND MONETARY PROVISIONS	<b>Total 3</b>		
		<b>SUBTOTAL EXCLUDING VAT CARRIED OVER TO SECTION SUMMARY:</b>			

## JOHANNESBURG DEVELOPMENT AGENCY(JDA)

### Electrical and Mechanical Works

#### BILL OF QUANTITIES / SCHEDULE OF ACTIVITIES

Note: All material and equipment must meet the requisite SANS standards and specifications and lighting and other equipment where relevant must have the SABS mark

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#### SITE-WIDE HYBRID SOLAR SYSTEM BOQ

ITEM	DESCRIPTION	UNIT	QTY	RATE ex VAT	AMOUNT ex VAT
1.00	<b>BILL NO 1</b>				
	<b>PRIMARY ELECTRICAL EQUIPMENT</b>				
	<b>HYBRID SOLAR PV SYSTEM</b>				
	The offered system must comply to SANS specifications and wiring code				
	<b>Preliminary and General items to this section not part of the main contractor P&amp;G items which are measured elsewhere</b>				
	<b>GENERAL</b>				
	1.00.01 Mobilization	Lot	1		
	1.00.02 Demobilization	Lot	1		
	1.00.03 Insurance Workman's Compensation	Lot	1		
	1.00.04 Site Establishment	Lot	1		
	1.00.05 Safety ( Induction) & Safety Requirements	Lot	1		
	1.00.06 Personnel Protection Equipment	Lot	1		
	1.00.07 Management	Lot	1		
	1.00.08 Site De-Establishment	Lot	1		
	1.00.09 Tools & Consumables	Lot	1		
	1.00.10 Travelling Management / Meetings & Time.	Lot	1		
	1.00.11 Shop Drawings, and detailed datasheets for all components	Lot	1		
	1.00.12 Mark-up drawings with as built information and submit in hard copy	Lot	1		
	1.00.13 Value-adjustable Items	Item	1		
	1.00.14 Time-adjustable Items	Wks.	26		
	<b>TOTAL CARRIED TO COLLECTION</b>			<b>Total 1</b>	

## JOHANNESBURG DEVELOPMENT AGENCY(JDA)

## Electrical and Mechanical Works

## BILL OF QUANTITIES / SCHEDULE OF ACTIVITIES

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ITEM	DESCRIPTION	UNIT	QTY	RATE ex VAT	AMOUNT ex VAT
<b>2.00</b>	<b><u>POWER CONVERSION EQUIPMENT</u></b>				
<b>2.01.0</b>	<b><u>INV-01 SOLAR INVERTER SYSTEM</u></b>				
2.01.1	60kVA Grid-tied hybrid inverter, with auto mains synch function, smart settable and programable features and operation matching given design and performance information (Detailed datasheet required) [S]	ea.	1		
2.01.2	Integrated 60kVA isolating transformer [S]	ea.	1		
2.01.3	[Is]	ea.	1		
2.01.4	Integrated 6 x 2 colour-coded double-insulated copper conductor combiner module, rated 2,4 x S.C. per SANS computable with primary I.T. earthing system to be used on primary circuits (Insulation Monitoring) [S]	ea.	2		
2.01.5	[Is]	ea.	2		
2.01.6	Monitoring system cluster control box [S]	ea.	6		
2.01.7	[Is]	ea.	6		
2.01.8	Integrated SCADA system with open bus meter, solar irradiation sensor, ambient temperature sensor [S]	Lot	1		
2.01.9	[Is]	Lot	1		
2.01.10	4 x 2 MPPT output combiner box, rated 2,4 x S.C. per SANS [S]	ea.	6		
2.01.11	[Is]	ea.	6		
2.01.12	Internal 6 mm <sup>2</sup> single double insulated Cu cable (Solar cable) [S]	m	9.6		
2.01.13	[Is]	m	9.6		
2.01.14	Termination maintaining system voltage insulation level and separation between primary insulation and secondary insulation continuous radially with galvanic separation between the two [E]	ea.	48		
2.01.15	6000W, maximum power point tracking (MPPT) [S]	ea.	12		
2.01.16	[Is]	ea.	12		
2.01.17	100A 4-Pole ganged CB (OC/SC/OL) for AC inverter output [S]	ea.	1		
2.01.18	[Is]	ea.	1		
2.01.19	400A 2-Pole ganged CB for Array Inverter DC input (OC/SC/OL) [S]	ea.	2		
2.01.20	[Is]	ea.	2		
2.01.21	15A 2-Pole rated ganged circuit breaker [S]	ea.	24		
2.01.22	[Is]	ea.	24		
2.01.23	Adjustable residual current device(30mA to 300mA) [S]	ea.	1		
2.01.24	[Is]	ea.	1		
2.01.25	Adjustable microprocessor based insulation monitoring device linked to the functional earth monitoring component and monitoring the rest of the primary DC. Network and AC up to the isolating transformer point, capacitance compatible with the entire solar combined array, battery bank and AC inverter including primary side of isolating transformer. [S]	ea.	1		
2.01.26	[Is]	ea.	1		
	<b>TOTAL CARRIED TO COLLECTION</b>			<b>Total 2</b>	

## JOHANNESBURG DEVELOPMENT AGENCY(JDA)

## Electrical and Mechanical Works

## BILL OF QUANTITIES / SCHEDULE OF ACTIVITIES

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ITEM	DESCRIPTION	UNIT	QTY	RATE ex VAT	AMOUNT ex VAT
<b>3.00</b>	<b><u>SOLAR POWER PRIMARY EQUIPMENT</u></b>				
3.00.01	Bi-facial mono-crystalline 108 half-cut cell 435pW STC, with 10 Years of greater than 90% Output Peak Power (STC), 30 Years greater than 80.0% Output Peak Power (STC), measuring 1722 mm x 1134 mm x 30 mm, dimensions of an installed system similar to the proposed design coverage as per drawings attached and fitted with connecting MC4 (Male-Positive) and (Female-Negative), 1500 D.C. IP 67, ± 300 mm long tail [S]	ea.	192		
3.00.02	[Is]	ea.	192		
3.00.03	20A Din rail blocking diode module, complete with heat sink rated for continuous operation at rated peak string current value [S]	ea.	24		
3.00.04	[Is]	ea.	24		
3.00.05	4 mm <sup>2</sup> single double insulated Cu cable (Solar cable) [S]	m	2400		
3.00.06	[Is]	m	2400		
3.00.07	Termination maintaining system voltage insulation level and separation between primary insulation and secondary insulation continuous radially with galvanic separation between the two [E]	ea.	240		
3.00.09	IBR Flat Plate PV Support mounting structure(for 8 panels) at 0-degree tilt (flush on Roof Structure), 5.22 MPa, with the lockable anti-theft mechanism. Consisting of 2 x Aluminium Rods, 4 x end brackets fitted with M8 bolts and washers, 16 x double-sided brackets fitted with M8 bolts and washers, and other fastening accessories not mentioned elsewhere. Other compatible systems are allowed to meet the specified requirements. It must Be consistent with EN 182 standard system. [S]	Lot	24		
	[Is]	Lot	24		
	<b>TOTAL CARRIED TO COLLECTION</b>			<b>Total 3</b>	

ITEM	DESCRIPTION	UNIT	QTY	RATE ex VAT	AMOUNT ex VAT
<b>4.00</b>	<b><u>SOLAR PANEL CABLE CONTAINMENT SYSTEM</u></b>				
	Note 1: 100mm x 25mm galvanised steel trunking, with standard length of 3000mm, complete with clip-on bolted cover				
4.00.01	straight lengths: 100mm wide. [S]	ea.	190.8		
4.00.02	[Is]	ea.	190.8		
4.00.03	Splice sets complete with mounting brackets and sundries [S]	ea.	198		
4.00.04	[Is]	ea.	198		
4.00.05	90 degree bend:100mm wide [S]	ea.	144		
4.00.06	[Is]	ea.	144		
4.00.07	Splice sets complete with mounting brackets and sundries [S]	ea.	144		
4.00.08	[Is]	ea.	144		
4.00.09	Tee:100mm wide. [S]	ea.	24		
4.00.10	[Is]	ea.	24		
4.00.11	Splice sets complete with mounting brackets and sundries [S]	ea.	24		
4.00.12	[Is]	ea.	24		
4.00.13	Miscellaneous balance of items, not measured elsewhere to be priced and listed individually and list submitted separately [S&I]	Lot	1		
	<b>TOTAL CARRIED TO COLLECTION</b>			<b>Total 4</b>	

## JOHANNESBURG DEVELOPMENT AGENCY(JDA)

## Electrical and Mechanical Works

## BILL OF QUANTITIES / SCHEDULE OF ACTIVITIES

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ITEM	DESCRIPTION	UNIT	QTY	RATE ex VAT	AMOUNT ex VAT
<b>5.00</b>	<b>BATTERY BANK PANES AND EQUIPMENT</b>				
5.00.01	185 mm <sup>2</sup> single double insulated Cu cable, 3.3 kV XLPE, PVC sheathed [S]	m	50		
5.00.02	[Is]	m	50		
5.00.03	[E]	ea.	6		
5.00.04	50 mm <sup>2</sup> single double insulated Cu cable, 3.3 kV XLPE, PVC sheathed [S]	m	60		
5.00.05	[Is]	m	60		
5.00.06	[E]	ea.	36		
5.00.07	400A 2-Pole ganged CB for battery bank (OC/SC/OL) [S]	ea.	1		
5.00.08	[Is]	ea.	1		
5.00.09	400A 2-Pole ganged isolator for battery bank [S]	ea.	1		
5.00.10	[Is]	ea.	1		
5.00.11	80A 2-Pole ganged CB for battery bank (OC/SC/OL) [S]	ea.	6		
5.00.12	[Is]	ea.	6		
5.00.13	IP44 Powder coated Mild Steel metal battery enclosure (19inch- Rack ± 60U) (L x D x H) 600mm x 600mm x 2600mm. (as per suppliers, standard practical design), complete with fans, glass door and front and rear access, capacity for 4u x 16 batteries per rack [S]	ea.	6		
5.00.14	[Is]	ea.	6		
5.00.15	48 to 52.8V Small High-end power supplier using high-performance LiFePO4 (LFP) cell technology. Allows for 7000 Cycles at 50% Depth of Discharge (DoD), with individual battery banks with installed smart BMS to maintain battery integrity and lifecycle, Nominal 4800Wh min Capacity, 120AH, as per OEM design and application requirements. Must have BMS compatible intrinsically short circuit proof shunt system for advanced measurements and control for maintaining minimum battery charge at 5%, overcharge and undercharge balancing, and other remedial conditioning of battery to achieve maximum life of matter. Must have status indication LEDs for health, fault, and maintenance indication. Integrated Power Line Carrier (PLC) communication system with integrated BMS is preferred [S]	ea.	96		
5.00.16	[Is]	ea.	96		
5.00.17	Shrouded battery connectors, with positive and negative colour-coded attached capping shrouds, with insulation class rated at continuous DC. The voltage of 1500V, achieving an I.P. Rating of 2X, as per OEM design and application requirements, associated with individual single battery bank rack and other accessories not mentioned elsewhere [S]	Lot	6		
5.00.18	[Is]	Lot	6		
5.00.19	Shrouded battery connectors, with positive or negative colour-coded attached capping shrouds to link to the positive-positive or negative-negative omnibus, with insulation class rated at continuous DC. the voltage of 1500V, achieving an I.P. Rating of 2X, as per OEM design and application requirements, associated with individual single battery bank rack and other accessories not mentioned elsewhere [S]	Lot	6		
5.00.20	[Is]	Lot	6		
5.00.21	Integrated Rack-Mounted Battery Management System (BMS), which is comparable to the LiFePO4 battery system being used, communicates with an integrated PLC multiplexed digital coms or another open communication system with fixed binary addressing system compatible with the total number of batteries in the bank. With integrated fire protection measures that link with the fire alarm annunciation system. [S]	ea.	6		
5.00.22	[Is]	ea.	6		
<b>TOTAL CARRIED TO COLLECTION</b>				<b>Total 5</b>	

# JOHANNESBURG DEVELOPMENT AGENCY(JDA)

## Electrical and Mechanical Works

### BILL OF QUANTITIES / SCHEDULE OF ACTIVITIES

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ITEM	DESCRIPTION	UNIT	QTY	RATE ex VAT	AMOUNT ex VAT
<b>6.00</b>	<b>MISCELLANEOUS</b>				
6.00.01	carbon Dioxide portable fire extinguisher [S]	ea.	1		
6.00.02	[Is]	ea.	1		
6.00.03	Commissioning including COC	Lot	1		
6.00.04	Balance of accessories not specifically mentioned elsewhere to make the system detailed concept functional and workable to SANS specifications and compliance, and provide a separate itemised individual price breakdown list	Lot	1		
<b>TOTAL CARRIED TO COLLECTION</b>				<b>Total 6</b>	

## JOHANNESBURG DEVELOPMENT AGENCY(JDA)

### Electrical and Mechanical Works

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	Collection	Total #		
	PRIMARY ELECTRICAL EQUIPMENT POWER CONVERSION EQUIPMENT SOLAR POWER PRIMARY EQUIPMENT SOLAR PANEL CABLE CONTAINMENT SYSTEM BATTERY BANK PANES AND EQUIPMENT MISCELLANEOUS	Total 1 Total 2 Total 3 Total 4 Total 5 Total 6		
	<b>SUBTOTAL EXCLUDING VAT CARRIED OVER TO SECTION SUMMARY:</b>			

Section Summary	
ELECTRICAL & ELECTRONICS BOQ SITE-WIDE HYBRID SOLAR SYSTEM BOQ	
SUBTOTAL EXCLUDING VAT	
ADD VAT	
TOTAL INCLUDING VAT	



Section No	<u><b>FINAL SUMMARY</b></u>	Page No		Amount	
1	Preliminaries	131	R		
2	Building Works	184	R		
3	Provisional Sums	188	R		
3	External Works	204	R		
4	Services Installations (Electrical, Electronic, HVAC, Lift, Wet Services, Fire, Etc.)	216	R		
	SUB- TOTAL EXCLUDING VAT		R		
	ADD: VALUE ADDED TAX @15%		R		
	Carried to Form of Offer and Acceptance		R		

## **The scope of work for electrical and electronics engineering services involves the following.**

- PC sum for security and access control, CCTV, accessories & software, ICT Network, and communication allowances stated in the BOQ with profit and attendance by the main contractor.
- The primary electrical plant consists of supplying and installing a 50kVA standby generator specified in the detailed BOQ.
- Hybrid solar installation complete with a backup battery system to technical performance detailed below and further detailing specified in the detailed BOQ.

The following technical specifications must be followed, together with the bill of quantity detailing specified in the BOQ. This responsive offer will be used to evaluate the offer as a primary offer so that fair comparisons can be made. Only when successful can an alternative offer be considered during the project implementation phase.

Hybrid solar technical specifications and minimum performance requirements:

1. All electrical specifications and work to comply with SANS 10142 and SANS 60364-7-712:2018 and all other relevant applicable specifications not necessarily mentioned herein.
2. This drawing will be read with all other contract documentation.
3. The I.T. earthing system should be monitored digitally and have an insulation level indicator available on the LCD, have an alarm at a minimum level, and trip at a low insulation level before breakdown.
4. Blocking diodes should be connected on the positive side of the end PV panel in the string, as illustrated in the drawing.
5. The blocking diode must be rated continuously at the peak output of each solar string fitted with a heat sink if required.
6. Functional earthing will be installed on the negative DC side of the DC circuit in the panel, and a consistent opposite configuration is acceptable.
7. Battery charging must be hybrid with the ability to charge from the main supply daily if the total charge of batteries is not achieved with solar charge.
8. A unit-rated, un-earthed isolator transformer must be installed at the end of the AC output 3-phase terminals.
9. 8 x 435w 108 half-cut cell mono-crystalline bi-facial PV panels will be connected in series to make a single string.

10. 2 strings to be connected in parallel per MPPT as shown in the drawing to make an 8 x 2-panel sub-array.
11. A double pole-ganged circuit breaker will protect each positive and negative break point.
12. All copper conductors and connections must be shrouded and insulated at a 1600v DC.
13. All internal DC and AC connections of the inverter to manufacturer choice meeting regulations specifications (SANS) must be modular and replaceable.
14. The MPPT must have smart technology and have the capability of communicating via PLC with a digital multiplexor consisting of up to upto12 channels in one node linked to the controller.
15. MPPT must have an OL/OC/SC smart protection system that monitors reverse current short circuits and over temperature.
16. The PV system must be installed with sensors for measuring irradiation and ambient temperature for input into the controller.
17. An adjustable backup residual current device will be installed with a monitoring system, operating within 0.3s set at an adjustable range from 30m to 300m.
18. I.T. earthing system to be used with functional earthing (F.E) on the negative terminal or vice versa or both positive and negative on the DC side consistent with insulation monitoring technology being used
19. The protection device to isolate the entire zone must detect and isolate reverse current, residual current, and overcurrent.
20. The coverage of the insulation monitoring should include the entire DC network, including battery and P.V. Panels and the A.C. side of the inverter up to the system isolating transformer on the inverter side.
21. Each solar P.V. panel weighs around 32kg and typically has dimensions of 1722 x 1134mm x 30mm, consistent with EN 182 size with mounting system
22. Protective earth (P.E.) bonding should be in place, bonding all the metallic parts on the panel and equipment connected to the main P.E. system.
23. The primary function of a smart digital controller is:

- When PV energy is available, the batteries and user nodes must be connected. In the event of excess PV energy, grid injection will be connected.
- When PV energy is not sufficient. The batteries will be used as the primary energy source for the user.
- Direct mode when the battery is full or not authorised with sufficient irradiance present.
- Direct mode when the battery is empty or not authorised with insufficient irradiance present.
- Night mode is when the battery is full and authorised with insufficient irradiance.

#### Battery bank additional specification notes

1. Each battery bank tier must be a 19-inch 2.6m high, 600mm wide, 600mm deep, fitted with the required standard cooling fan system
2. The battery bank tier must be fitted with the rack-mounted (+-)4u battery modules accommodating 16 batteries specified in the drawings and bill of quantities
3. The datasheet must indicate the c10 discharge current and voltage value. A type test certificate achieving this requirement from an independent laboratory must be attached.
4. Each tier must be fitted with a standalone battery management system compatible with the inverter used for this application
5. The battery bank wiring must be done to be compatible with the inverter used, all safety features implemented by the passive protection systems, and the function of the BMS is not compromised.
6. The guaranteed kWh rating of the battery bank tier and overall defined battery total rating must be indicated, given the depth of discharge (DOD) curve.
7. An integrated fire protection system per battery tier linked to the fire alarm must be implemented.
8. Ideally, a binary hardwired toggle switch battery module addressing system is preferred, with the battery addressing multiplexed communication system that is compatible with the battery management system BMS.
9. The maximum weight of the removable rack-mounted battery modules should not exceed 50kg

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

### **C3.1. Description of the Works**

- C3.1.1. Employer's objectives
- C3.1.2. Overview of the works
- C3.1.3. Location of the works
- C3.1.4. Temporary works
- C3.1.5. Access and working areas

### **C3.2. Engineering**

- C3.2.1. Design services and activity matrix
- C3.2.2. Employer's design
- C3.2.3. Design brief
- C3.2.4. Drawings
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### **C3.3. Procurement**

- C3.3.1. Requirements
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### **C3.4. Construction**

- C3.4.1. Works specifications
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- C3.4.9. Inspection of adjoining properties
- C3.4.10. Water for construction purposes
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- C3.4.12. Features requiring special attention

### **C3.5. Management**

- C3.5.1. Health and safety specification
- C3.5.2. Environmental specifications

## PART C3: SCOPE OF WORK

### C3.1 DESCRIPTION OF THE WORKS

#### C3.1.1 Employer's objectives

The Johannesburg Development Agency has been appointed by the City of Johannesburg for the implementation of the Construction of the new Naledi Clinic. This contract is for the **Additional Scope Requirement Works For Naledi Clinic**

The Johannesburg Development Agency (JDA)'s objective is to demolition and rebuilding of outbuilding, interior finishes to guard house, minor external works, specialist provisional sum items as listed in the Bills of Quantities, specialist electrical equipment as listed in the Specialist Bills of Quantities.

The Project will seek to:

- Improve the functionality of the various areas of the clinic
- Produce a safe working environment for doctors and nurses
- Create a visibly improved health service
- Support local economic development including local SMMEs
- Encourage further investment and upgrading in the area
- Promote improved social cohesion

#### C3.1.2 Overview of the works

In general the scope of works is envisaged to comprise of the demolition and rebuilding of outbuilding, interior finishes to guard house, minor external works, specialist provisional sum items as listed in the Bills of Quantities, specialist electrical equipment as listed in the Specialist Bills of Quantities.

#### C3.1.3 Location of the works

The site is situated in Extension 2 in Naledi, Soweto on 1272 Letsatsi Street.

#### C3.1.4 Temporary works

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

As the works are to be constructed within a built up urban area, the Contractor will be required to carry out all temporary works that will be necessary to maintain the flow of traffic and to ensure that pedestrian and vehicular access is maintained to local residential buildings and businesses.

### **C3.1.5 Access and working areas**

Access to the site is on Letsatsi Street.

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

**C3.2 ENGINEERING****C3.2.1 Design Services & Activity Matrix**

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

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

**C3.2.2 Employers Design**

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

**C3.2.3 Design Brief**

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

**C3.2.4 Drawings**

The drawings included/attached to this document are as per the drawing register appearing in the document. Contractors are to ensure that all drawings attached to this document are as per the drawing register. The drawings included with the tender document are for information and tender purposes only. Detail construction drawings will be issued to the contractor at site handover and revisions thereto during the construction stage of the project.

The following drawings are applicable to the contract:

Refer to drawings attached.

The Contractor will be supplied with three (3) copies of each of the construction drawings. These copies will be issued free of charge and the contractor shall make any additional prints he may require at his own cost.



Only figured dimensions shall be used and drawings are not to be scaled unless so instructed by the principal agent. The principal agent will supply any figured dimensions, which may have been omitted from the drawings.

All drawings and documents are to be considered the sole property of the Consultants and are to be returned to them on completion of the Works.

The drawings, etc., are to be used by the Contractor for the purpose of this Contract only. All drawings must be properly cared for, protected and kept in good condition.

Should any part or parts of the Drawings, Specifications or Bills of Quantities not be clearly intelligible to the Contractor, or the material or articles to be used in the execution of the Works be considered insufficiently described or the manner in which the work is to be carried out not be clear, the Contractor must obtain from the Principal Agent the necessary information to clarify such Drawings, Specification, Bills of Quantities or instructions which request shall be in writing.

The Contractor shall be held solely responsible for and shall, at his own expense, rectify any errors arising out of incorrect interpretation of the Drawings, Specifications, Bills of Quantities or instructions.

Upon receipt of detail drawings for any work, the Contractor shall, before putting that work in hand, ascertain that the dimensions given on the detail drawings correspond with the dimensions of any work already built and which governs the sizes of any work for which details are now issued.

In the event of the detail drawings not agreeing with the works already built, the discrepancy shall be brought to the Principal Agent's attention timeously and the detail drawings shall be returned at once for alterations.

All dimensions will be figured on the drawings or may be calculated from figured dimensions and are always to be followed. No dimensions shall be obtained by scaling.

### **C3.2.5 Design Procedures**

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

### C3.3 PROCUREMENT

#### C3.3.1 Requirements

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

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

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

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

#### C3.3.2 Small Contractor Development

##### C3.3.2.1 Definitions and Applicable Legislation

###### (A) Definitions

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

###### Start-up Enterprises

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

###### Small Enterprises

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

###### Micro Enterprises

An enterprise that has a CIDB grading designation of 3.

###### Locally based SMMEs

Enterprises that have their operational base in the ward in which the Project is to be executed or, alternatively, the members of the enterprise are resident in the particular ward.

Should suitable locally based SMME contractors as defined above not be available in the particular ward, then they shall be sourced from adjacent wards.

**Black Business Enterprise**

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

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

**Contract Participation**

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

**Contract Participation Goal (CPG)**

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

**Contract Participation Performance (CPP)**

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

**(B)Applicable Legislation**

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Detailed approach and methodology on the employment of local SMME's
2. SMME/s company name/s to be employed on the Project.
3. SMME contact persons
4. Works to be executed by SMME/s
5. Programme (anticipated start, duration and end dates) applicable to the works defined in item 4 above.
6. Estimated value of the works identified in item 4 above.

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

#### **(a) Contract Participation Goal (CPG)**

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

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

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

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

#### **(b) Contract Participation Performance (CPP)**

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

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

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

with each interim payment certificate. Failure to adhere to this requirement shall result in the delay of any payment due until the Employer's Agent confirms that the information has been received.

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

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

## C3.4 CONSTRUCTION

### C3.4.1 Works specifications

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

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

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

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

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

None Applicable.

### C3.4.2 Plant and Materials

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

There is no guarantee given or implied that the Contractor will be permitted to utilise any or all of the plant he proposes to use in the construction of the Works.

### C3.4.3 Construction Equipment

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

There is no guarantee given or implied that the Contractor will be permitted to utilise any or all of the equipment he proposes to use in the construction of the Works.

### C3.4.4 Existing Services

All known existing services and those services which require relocation and protection, are shown on the services plans. The Contractor’s attention is drawn to the fact that such services information is based on information supplied by others, and accuracy and completeness of this information has not been confirmed. The contractor will therefore be required to proceed with extreme caution in order to avoid damage to existing services.

In general, the engineer may call upon the contractor to re-excavate trenches previously dug and backfilled by others where in the opinion of the engineer such work is necessary to ensure the stability of any other works over such trenches. This in no way relieves the contractor of his responsibilities in term of the works.



### C3.4.5 Site Establishment

The Contractor shall make available temporary facilities necessary for providing the works which are not provided by the Employer including telecommunications, security services, medical, fire protection, sanitation and toilets, waste disposal, etc.

The contractor shall not make any changes to the senior management relative to the agreement without the principal agent's express written approval.

Services and Facilities Provided by the Employer:

- Nil

Facilities Provided by the Contractor:

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

Storage and Laboratory Facilities:

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

Other Facilities and Services:

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

Vehicles and Equipment:

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

Advertising Rights:

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

Notice Boards:

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

Office Accommodation for Meeting Room:

- The contractor must provide a meeting room to accommodate a maximum of 20 people. The meeting room is to be air-conditioned.
- The contractor must provide an air-conditioned office space for the engineers for construction monitoring.

### C3.4.6 Site Usage

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

The contractor is to allow for the accommodation and diversion of pedestrian traffic in his preliminaries & general items all in accordance with the South African Road Traffic Signs Manual, The Occupational Health & Safety Act & The Construction Regulations as amended, including on-going liaison with the traffic authorities and management of traffic, alterations to kerbing and landscaping, barricading road entrances, temporary signage,

dust screens, painting of lines, etc. The traffic accommodation proposal shall be approved by the Principal Agent prior to the execution of the works.

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

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

#### **C3.4.7 Permits and way leaves**

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

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

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

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

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

#### **C3.4.9 Inspection of Adjoining Properties**

Contractors are to ensure that adequate inspections of adjoining properties are carried out (and records are kept thereof) to ensure that any claims received from adjoining properties due to damage can be dealt with decisively. The settlement of any claims in this regard shall be dealt with in terms of the policies in place by the City of Johannesburg. Photographs must be taken to document the inspection.

#### **C3.4.10 Water and Electricity for Construction Purposes**

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

#### **C3.4.11 Survey Control and setting out of the works**

By the Contractor

#### **C3.4.12 Features requiring special attention**

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

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

**(b) Testing and quality control**

**(i) Contractor to Engage Services of an Independent Laboratory**

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

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

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

**(ii) Costs of Testing**

**(a) Costs of Testing**

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

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

**(b) Additional Tests Required by the Principal Agent**

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

**(c) Subcontractors**

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Principal Agent and the

Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

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

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

**Johannesburg Development  
Agency (Pty) Ltd (JDA)**



**Occupational health and safety  
specification for the construction of  
the Naledi Clinic**

Proudly prepared by

**EMPOWERisk Management Services (Pty) Ltd**



June 2020

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# Occupational health and safety specification for the Diepsloot Development – Pedestrian Node Upgrade

## 1. Definitions

In this document the following expressions shall bear the meanings assigned to them below:

- 1.1 **Client** means any person for whom construction work is being performed and/or undertaken [i.e. Johannesburg Development Agency (Pty) Ltd for purposes of this specification];
- 1.2 **Construction Regulations** means the Occupational Health and Safety Act's, No 85 of 1993, new Construction Regulations (GNR.84 of 07 February 2014) that came into effect on 01 March 2014;
- 1.3 **Occupational health and safety plan** means a sufficiently documented plan to the standards of the Client, which addresses hazards identified and includes safe working procedures to mitigate, reduce or control the hazards identified;
- 1.4 **Occupational health and safety specification** means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons working, visiting, passing, staying and/or working close to the construction site and/or other applicable areas such as site camp;
- 1.5 **OHSACT** means the Occupational Health and Safety Act, No 85 of 1993, as amended; and
- 1.6 **Principal Contractor** means an employer, as defined by Section 1 of the OHSACT who performs construction work and is appointed by the Client to be in overall control and management of the construction site and works.

## 2. Introduction

In terms of Construction Regulation 5(1)(b) of the OHSACT, the Client is required to compile an occupational health and safety specification for any intended project and provide such specification to prospective tenderers/bidders.

This specification has as objective to ensure that the principal contractor entering into a contract with the Client achieves and maintain an acceptable level of occupational health and safety performance and compliance. This document forms an integral part of the contract between the Client and the principal contractor and the principal and other contractors should make it part of any contract/s that they may have with other contractors and/or suppliers as far as this project is concerned.

Compliance with this document does not absolve the principal contractor from complying with any other minimum legal requirements and the principal contractor remains responsible for the health and safety of his employees, those of his mandataries as well as any persons coming on site or on adjacent properties as far as it relates to the construction activities.



### 3. Scope

To develop a project specific occupational health and safety specification that addresses the reasonable and foreseeable risks, exposures and aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that the principal contractor and other contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work and that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable and possible.

Any contractor interested in submitting a bid in response to the Client's formal tender for any construction project, has to prepare and include a draft occupational health and safety plan based on this specification and the OHSACT in its tender submission. The Client will evaluate this plan as part of its formal tender adjudication processes to ensure compliance with Construction Regulation 5 that stipulates that the Client may only appoint a contractor who has the necessary competencies and resources to carry of the work appointed for safely.

### 4. General occupational health and safety provisions

#### 4.1 Hazard identification and risk assessment (Construction Regulation 9)

##### 4.1.1 Risk assessments

Annexure 5 of this specification contains a list of risk assessment headings that have been identified by the Client as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is only offered as assistance to the contractors intending to tender for the applicable works. It therefore remains the overall responsibility of the principal contractor to consider all applicable risks and pro-actively undertake risk assessments and implement appropriate risk mitigation measures.

##### 4.1.2 Development of risk assessments

Every principal contractor performing construction work shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, ensure that risk assessments are undertaken by a competent person, appointed in writing, and the risk assessments shall form part of the occupational health and safety plan and be implemented and maintained as contemplated in Construction Regulation 9(1).

The risk assessments shall include, at least:

- The identification of the current as well as emerging risks and hazards to which persons may be exposed to;
- The analysis and evaluation of the risks and hazards identified;

- A documented plan of safe working procedures (SWP) and any method statements to mitigate, reduce or control the risks and hazards that have been identified;
- A plan to monitor the application of the SWPs; and
- A plan to review the risk assessments as the work progresses and changes are introduced or incidents occurred which requires the re-evaluation of the processes/risk mitigation.

Based on the risk assessments, the principal contractor must develop a set of site-specific occupational health and safety rules that will be applied to regulate the occupational health and safety aspects of the construction.

The risk assessments, together with the site-specific occupational health and safety rules, must be submitted to the Client before mobilisation on site commences.

Despite the risk assessments listed in Annexure 5, the principal contractor is required to conduct a baseline risk assessment and the aforesaid risk assessments must be incorporated into the baseline risk assessment. The baseline risk assessment must further include the SWPs and the applicable method statements based on the risk assessments.

Hazard identification and risk assessments must be undertaken whilst SWPs must be developed for all out-of-scope work.

#### **4.1.3 Review of risk assessments**

The principal contractor is to review the hazards identified, the risk assessments and the SWPs at each production planning and progress report meeting as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and/or processes.

It is also proposed that should an incident occur the SWPs and all other applicable processes be re-evaluated to ensure that the mitigation measures are still applicable and appropriate and if not a revision of the risk assessments be undertaken.

The principal contractor must provide the Client, other contractors and all other concerned or affected parties with copies of any changes, alterations or amendments as soon as possible but within 14 calendar days of such changes.

## **4.2 Legal Requirements**

All Contractors entering into a contract with the Client shall, as a minimum, comply with the -

- OHSACT and a current, up-to-date copy of the OHSACT and its Regulations must be available on site at all times; and
- Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (COIDA) as amended. The principal contractor will be required to submit a letter of registration and “good-standing” from the Compensation Commissioner or compensation insurer before being awarded the contract. A current, up-to-date copy of the COIDA must be available on site at all times.

### 4.3 Structure and responsibilities

#### 4.3.1 Overall supervision and responsibility for occupational health and safety

- The principal contractor [appointed in terms of Construction Regulation 5(1)(k)] is responsible to implement and maintain the occupational health and safety plan approved by the Client.
- The Chief Executive Officer (in terms of Section 16(1) of the OHSACT) of the principal contractor is to ensure that the Employer (as defined in the OHSACT) complies with the OHSACT. Annexure 1 “Legal Compliance Checklist” may be used for this purpose and assistance.
- The principal contractor’s Chief Executive Officer may appoint any person reporting to him/her as Designated Person in terms of Section 16(2) of the OHSACT. Such Designated Person is responsible to assist the Chief Executive Officer to ensure that the Employer complies with the requirements of the OHSACT.
- The construction manager, assistant construction manager, construction supervisor and assistant construction supervisor(s) appointed in terms of Construction Regulation 8 are responsible for supervising the construction work and in specific to ensure that all work undertaken comply with the requirements of the OHSACT, its Regulations and the Client’s specifications.

#### 4.3.2 Operational responsibilities for occupational health and safety

The principal contractor shall appoint designated competent employees and/or other competent persons as outlined in the following list to assist with the operational responsibilities for occupational health and safety. This list is only the minimum requirement and is therefore in no way exhaustive.

Appointment description	Appointment required in terms of
Assistant construction manager	Construction Regulation 8(2)
Assistant construction supervisor	Construction Regulation 8(8)
Construction health and safety officer	Construction Regulation 8(5)
Construction manager	Construction Regulation 8(1)
Construction supervisor	Construction Regulation 8(7)
Construction vehicle, mobile plant and machinery supervisor	Construction Regulation 23

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Appointment description	Appointment required in terms of
COVID-19 compliance officer	Regulation 16(6) of Government Notice, No R 480
Drivers of construction vehicles and operators of plant	Construction Regulation 23
Electrical installation and appliances inspector	Construction Regulation 24
Emergency, security and fire coordinator	Construction Regulation 29
Excavation supervisor	Construction Regulation 13
Fall risk protection supervisor	Construction Regulation 10
First-aiders	General Safety Regulation 3
Fire fighting equipment inspector	Construction Regulation 29
Hazardous chemical substances supervisor	Hazardous Chemicals Substances Regulations 10
Incident investigator	General Administrative Regulation 9
Ladder inspector	General Safety Regulation 13(a)
Occupational health and safety committee	OHSACT Section 19
Occupational health and safety representatives	OHSACT Section 17
Person responsible for machinery	General Machinery Regulation 2
Risk assessor	Construction Regulation 9(1)
Scaffolding supervisor	Construction Regulation 16
Stacking and storage supervisor	Construction Regulation 28
Structures supervisor	Construction Regulation 11
Traffic management supervisor	OHSACT Section 9(1)
Traffic safety officer	OHSACT Section 9(1)
Pressure equipment supervisor	Pressure Equipment Regulations
Welding supervisor	General Safety Regulation 9

These appointments must be in writing and the responsibilities clearly stated together with the period for which each appointment is made. This information must be communicated to and agreed with the appointees.

Copies of appointments must be submitted to the Client together with concise CV's of the appointees as part of the principal contractor's health and safety plan and if appointed copies of the appointments included in the occupational health and safety file. All appointments must be approved by the Client and any changes of appointees or appointments must be communicated to the Client and agreed upon before being implemented.

The principal contractor must, furthermore provide the Client with an organogram of all contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

#### **4.3.3 Construction health and safety officer**

This project requires the appointment of a full-time construction health and safety officer, appointed in terms of Construction Regulation 8(5). This appointee should be duly registered and in good standing with a statutory body approved by the Chief Inspector as is required by Construction Regulation 8(6).

The South African Council for Project and Construction Management Professions (SACPCMP) is currently the statutory body responsible for the professional registration of construction health and safety officers and a copy of the appointee's SACPCMP's registration certificate should be submitted as part of the principal contractor's health and safety plan and also be readily available in the health and safety file to be kept and maintained on site.

#### **4.3.4 Designation of occupational health and safety representatives (Section 17 of the OHSACT)**

Where the principal contractor employs more than 20 persons [including the employees of other contractors (sub-contractors) and its supervisors] he has to appoint one occupational health and safety representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the election, appointment and subsequent designation of the occupational health and safety representatives be executed in consultation with employee representatives or employees. (Section 17 of the OHSACT as well as General Administrative Regulation 6 and 7 refer).

Occupational health and safety representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

#### **4.3.5 Duties and functions of the occupational health and safety representatives (Section 18 of the OHSACT)**

- a. The principal contractor must ensure that the designated occupational health and safety representatives conduct a weekly inspection of their respective areas of responsibility, using a checklist, and report thereon to the principal contractor.
- b. Occupational health and safety representatives must be included in accident and/or incident investigations.
- c. Occupational health and safety representatives must attend all occupational health and safety committee meetings.

#### **4.3.6 Appointment of occupational health and safety committee (Section 19 of the OHSACT)**

The principal contractor must establish an occupational health and

safety committee consisting of all the designated occupational health and safety representatives together with a number of management representatives that are not allowed to exceed the number of occupational health and safety representatives on the committee and a representative of the Client who shall act as the chairperson without voting rights. The members of the occupational health and safety committee must be appointed in writing and copies of the appointments included in the occupational health and safety file.

The occupational health and safety committee must meet as a minimum on a monthly basis and consider, at least, the following agenda items:

1. Opening and welcome.
2. Members present, apologies and absent.
3. Minutes of previous meeting.
4. Matters arising from the previous meeting.
5. Occupational health and safety representatives' reports.
6. Incident and/or accident reports and investigations.
7. Incident, accident and/or injury statistics.
8. Other matters.
9. Endorsement of registers and other statutory documents by a duly authorised representative of the principal contractor.
10. Close and next meeting.

#### **4.4 Mandatories**

It is a requirement that the principal contractor, when he appoints contractors or sub-contractors in terms of Construction Regulations 7(1)(c) includes an OHSACT Section 37(2) agreement (i.e. Agreement with Mandatary) in his agreement with such contractor.

#### **4.5 Administrative controls and the occupational health and safety file**

##### **4.5.1 The occupational health and safety file [Construction Regulation 7(1)(b)]**

As required by Construction Regulation 7(1)(b), the principal contractor and other contractors will each keep an occupational health and safety file on site containing the following documents as a minimum:

1. Copy of the construction work permit (for applicable projects) (Construction Regulation 3)
2. Updated copies of the OHSACT and its Regulations as well as the COID Act (General Administrative Regulation 4.).
3. Proof of registration and good standing with the Compensation Commissioner or a COID Insurer [Construction Regulation 5(1)(j)].



4. Occupational health and safety plan agreed with the Client including the underpinning risk assessment(s) and method statements [Construction regulation 7(1)].
5. Copies of occupational health and safety committee meetings and other relevant minutes.
6. Designs and/or drawings [Construction Regulation 7(1)(b)].
7. A list of contractors (sub-contractors) including copies of the agreements between the parties, proof of good standing with the Compensation Commissioner or COID Insurer, and the type of work to be undertaken by each contractor (Construction Regulation 7).
8. Appointment and designation forms as per paragraphs 4.3.1 and 4.3.2 above.
9. Copy of the construction health and safety officer's SACPCMP registration certificate.
10. The following registers:
  - Accident and/or incident register (Annexure 1 of the General Administrative Regulations);
  - Occupational health and safety representatives inspection register;
  - Construction vehicles and mobile plant inspections by controller;
  - Daily inspections of vehicles, plant and other equipment by the operator, driver and/or user;
  - Designer's inspections and structures record;
  - Inspection and maintenance of explosive actuated fastening devices;
  - Inspection of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances);
  - Fall risk protection inspections;
  - First-aid box content;
  - Record of first-aid treatment;
  - Fire equipment inspections and maintenance;
  - Record of hazardous chemical substances kept and used on site;
  - Ladder inspections;
  - Machine safety inspections (including machine guards, lock-outs etcetera);
  - Inspections of scaffolding;
  - Inspections of stacking and storage;
  - Inspections of structures;
  - Pressure equipment inspections; and
  - Inspections of welding equipment.
12. All other applicable records.

The Client will conduct and evaluation of the principal contractor's occupational health and safety file from time to time.

#### **4.6 Occupational health and safety goals and objectives and arrangements for monitoring and review of occupational health and safety performance**

The principal contractor is required to maintain a casualty incident frequency rate (CIFR) of not more than four (See Annexure 2 to this document: “Measuring Injury Experience”) and report on this to the Client on a monthly basis.

#### **4.7 Notification of construction work (Construction Regulation 4)**

The principal contractor does not need to notify the Department of Labour of its intention to carry out construction work as the Client, due to the value of the construction work, needs to apply for a construction work permit in terms of Construction Regulation 3. The principal contractor may not commence with any construction work until a site specific permit number was issued by the Department of Labour and the principal contractor must display this site specific permit number conspicuously at the entrance to the main site camp.

#### **4.8 Medical certificates of fitness (Construction Regulation 7)**

As required by Construction Regulation 7(1)(g), the principal contractor must ensure that all employees have a valid medical certificate of fitness specific to the construction work to be performed. These certificates must be issued by an occupational health practitioner in the form of Annexure 3 (i.e. Annexure 3 in the Construction Regulations).

#### **4.9 Training, awareness and competence**

The contents and syllabi of all training required by the OHSACT and Regulations must be included in the principal contractor’s occupational health and safety plan.

##### **4.9.1 General induction training**

All members of the contractor’s site management as well as all the persons appointed as responsible for occupational health and safety in terms of the Construction and other Regulations will be required to attend a general induction session.

All employees of the principal and other contractors must be in possession of proof of general induction training.

All subsequent and newly appointed employees must also be subjected to the induction training as soon as possible after the appointment but prior to starting working on site.



#### 4.9.2 Site-specific induction training

The principal contractor will be required to develop a contract work project specific induction training course based on the risk assessments for the contract work and train all employees and other contractors and their employees in this.

All employees of the principal and other contractors must be in possession of proof that they have attended a site-specific occupational health and safety induction training at all times.

#### 4.9.3 Other training

1. All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training and where applicable licenses or proof of competency.
2. All employees in jobs requiring training in terms of the OHSACT and Regulations must be in possession of valid proof of training.
3. Occupational health and safety training requirements [as required by the Construction Regulations and as indicated by the occupational health and safety specification and the risk assessment(s)] i.e. -
  - a. General induction (Section 8 of the OHSACT);
  - b. Site and job specific induction, including visitors (Sections 8 and 9 of the OHSACT);
  - c. Site and project manager;
  - d. Construction manager;
  - e. Construction supervisor;
  - f. Occupational health and safety representatives [Section 18 (3) of the OHSACT];
  - g. Training of the appointees indicated in paragraphs 4.3.1 and 4.3.2;
  - h. Operators and drivers of construction vehicles and mobile plant (Construction Regulation 23);
  - i. Basic fire prevention and protection (Environmental Regulations 9 and Construction Regulation 29);
  - j. Basic first-aid (General Safety Regulations 3);
  - k. Storekeeping methods and safe stacking (Construction Regulation 28); and
  - l. Emergency, security and fire coordinator.

#### 4.9.4 Awareness and promotion

The principal contractor is required to have a promotion and awareness programme in place to create an occupational health and safety culture within employees as well as sub-contractors. The following are some of the methods that may be used:

- Toolbox talks

- Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as employee “occupational health and safety circles”.

#### 4.9.5 Notices and signs

The following notices and signs are, where applicable, compulsory on the construction site as well as the contractors' yards:

Area and/or activity where notice or sign is required	Notice or sign required in terms of
Display of notices and signs	General Safety Regulation 2B and SABS Code 1186
Entry	General Safety Regulation 2C(2)
First-aid	General Safety Regulation 3(6)
Toilets and change rooms	Facilities Regulation 2 (5) 4(2)(f)
Storage of flammable materials	General Safety Regulation 4(8)(a)(i) and (ii) [10(e) only applicable to contractor's yards]
Grinding wheels	Driven Machinery Regulation 8(1)(7)
Machinery	General Machinery Regulation 9 (Schedule D)
Explosive actuated fastening devices	Construction Regulation 21(2)(f)
Prohibition on smoking and eating or drinking at the workplaces where high risk substances [FR5 (1)] are stored or handled	Facilities Regulation 6(b)
Non-potable water	Facilities Regulation 7(B)
Construction Works Permit	Construction Regulation 3(4)

#### 4.9.6 Competence

The principal contractor shall ensure that his and other contractors' employees appointed are competent and that all training required to undertake the work safely and without risk to health of their or other persons, has been successfully completed before work commences.

The principal contractor shall ensure that follow-up and refresher training is conducted on a regular basis as well as the contract work progresses and the work situation or requirements changes.

Records of all training must be kept on the occupational health and safety file for auditing purposes.

#### 4.10 Consultation, communication and liaison

The following arrangements will apply-

- 4.10.1 Occupational health and safety liaison between the Client, the principal contractor, the other contractors, the designer and other concerned parties will be through the occupational health and safety committee. In the absence of a health and safety committee, the Client and principal contractor will agree on an alternative communication forum to be implemented.
- 4.10.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally (followed up in writing within 14 calendar days) or in writing, as and when the need arises.
- 4.10.3 Consultation with the workforce on occupational health and safety matters will be through their supervisors, occupational health and safety representatives, the occupational health and safety committee and their elected trade union representatives, if any.
- 4.10.4 The principal contractor will be responsible for the dissemination of all relevant occupational health and safety information to the other contractors, for example design changes agreed with the Client and the designer, instructions by the Client and/or his Agent, exchange of information between contractors, the reporting of hazardous and/or dangerous conditions and/or situations etcetera.
- 4.10.5 The principal contractor will be required to do site safety walks with the Client and/or his Agent on a basis to be determined and agreed between the parties.
- 4.10.6 The principle and other contractors will be required to conduct toolbox talks with their employees on at least a weekly basis and records of these including the topics discussed must be kept on the occupational health and safety file. Employees must acknowledge the receipt of toolbox talks which record must, likewise be kept on the occupational health and safety file.
- 4.10.7 The principal contractor's most senior manager on site will be required to attend all the Client's occupational health and safety meetings.
- 4.10.8 The Client or his Agent and the principal contractor will agree on the dates, times and venues of the occupational health and safety meetings.

#### **4.11 Checking, reporting and corrective actions**

##### **4.11.1 Monthly compliance assessment by Client [Construction Regulation 5(1)(0)]**

The Client will be conducting a periodic assessment to comply with Construction Regulation 5(1)(o) and to confirm that the principal contractor has implemented and is maintaining the agreed and approved occupational health and safety plan.

#### **4.11.2 Other assessments and inspections by the Client**

The Client reserves the right to conduct other ad-hoc assessments and inspections as deemed necessary. This could include among others site safety walks.

#### **4.11.3 Conducting an assessment**

A representative of the principal contractor must accompany the Client on all assessments and inspections and may conduct his/her own inspection at the same time. Each party will, however, take responsibility for the results of his/her own assessment and/or inspection.

#### **4.11.4 Contractor's assessments and inspections**

The principal contractor is to conduct his own internal assessments and inspections to verify compliance with his own occupational health and safety plan and management system as well as the requirements of this specification and the compliance of other contractors under his/her control.

#### **4.11.5 Inspections by occupational health and safety representatives and other appointees**

Occupational health and safety representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments for example vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

#### **4.11.6 Recording and review of inspection results**

All the results of the abovementioned inspections must be in writing, reviewed at occupational health and safety committee meetings, endorsed by the chairperson of the meeting and placed on the occupational health and safety file.

#### **4.11.7 Reporting of inspection results**

The principal contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 3: "Safety, Health and Environment Risk Management Report".

## 4.12 Incident reporting and investigation

### 4.12.1 Reporting of accidents and incidents (Section 24 and General Administrative Regulation 8 of the OHSACT)

The principal contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- dies
- becomes unconscious
- loses a limb or part of a limb
- is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

or where -

- a major incident occurred
- the health or safety of any person was endangered
- where a dangerous substance was spilled
- the uncontrolled release of any substance under pressure took place
- machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- machinery ran out of control

to the Client within two calendar days and to the Provincial Director of the Department of Labour within seven calendar days from date of incident (Section 24 of the OHSACT and General Administrative Regulation 8), **except** that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both the Client and the Provincial Director of the Department of Labour forthwith by telephone, telefax or e-mail. All other reports should still be completed and provided as required.

The principal contractor is required to provide the Client with copies of all statutory reports required in terms of the OHSACT within seven calendar days of the incident occurring.

The principal contractor is required to provide the Client with copies of all internal and external accident/incident investigation reports, including the reports contemplated in 4.11.2 (3) and (4) below, within seven calendar days of the incident occurring.

### 4.12.2 Accident and incident investigation (General Administrative Regulation 9)

1. The principal contractor is responsible for the investigation of all accidents and/or incidents where employees and non-employees were injured to the extent that he, she and/or they

had to be referred for medical treatment by a doctor, hospital or clinic.

2. The results of the investigation to be entered into the accident and/or incident register.
3. The principal contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) and (c) of the OHSACT and keeping a record of the results of such investigations including the steps taken to prevent similar accidents/incidents in future.
4. The principal contractor is responsible for the investigation of all road traffic accidents, related to the construction activities, and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
5. The Client reserves the right to hold its own investigation into an incident or call for an independent external investigation.

## **5. Operational control**

### **5.1 Emergency preparedness, contingency planning and response**

- 5.1.1 The principal contractor must appoint a competent person to act as emergency controller and/or coordinator.
- 5.1.2 The principal contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that the Client may have in place.
- 5.1.3 The principal contractor and the other contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

### **5.2 First-aid (General Safety Regulation 3)**

- 5.2.1 The principal contractor must provide first-aid equipment and have qualified first-aider(s) on site as required by General Safety Regulation 3 of the OHSACT.
- 5.2.2 The contingency plan of the principal contractor must include arrangements for the speedily and timeously transportation of injured and/or ill person(s) to a medical facility or getting emergency medical support to person(s) who may require it.
- 5.2.3 The principal contractor must have firm arrangements with his contractors in place regarding the responsibility of these contractor's

first-aid arrangements as well as treatment of injured and/or ill employees.

### **5.3 Security**

5.3.1 The principal contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must, among others, include the rule that non-employees will not be allowed on site unaccompanied.

5.3.2 The principal contractor must develop a set of project applicable security rules and procedures and maintain these throughout the construction period.

### **5.4 Accommodation of traffic**

5.4.1 The principal contractor shall appoint a competent traffic safety officer to take responsibility for the accommodation of all traffic.

5.4.2 The principal contractor shall undertake a detailed risk assessment to ensure that all traffic related risks are identified and appropriate risk mitigation measures be established, implemented and maintained. This risk assessment should be kept on the health and safety file and also duly communicated to all employees and especially operators and drivers of construction vehicles and plant.

5.4.3 The principal contractor shall develop a comprehensive traffic accommodation plan to provide for traffic entering or leaving the site as well as traffic on site, i.e. internal roads and construction areas.

5.4.4 Where construction work is undertaken in, next to or close to a public road, the use of appropriate as well as a sufficient number of road signs to be of paramount importance to protect employees against traffic and to warn all road users of the presence of construction work as well as construction employees/risks/vehicles.

5.4.5 The principal contractor shall ensure that appropriate as well as a sufficient number of road signs are posted to protect employees against traffic and to warn all road users of the presence of construction work as well as construction employees/vehicles. These signs shall be repeated and utilised, where appropriate, as actual construction work is approached.

5.4.6 The principal contractor shall ensure that appropriate and a sufficient number of road signs be posted as per Chapter 13, Volume 2 of the South African Road Traffic Signs Manual (SARTSM) and these signs also be actively maintained to protect employees against traffic and to warn road users of the presence of construction activities and related risks next to and in the road surface, i.e. entrance to the site.



- 5.4.7 Where appropriate duly trained flag persons shall be deployed a good distance ahead of areas where traffic is deviated or lanes closed off, i.e. to. These flag persons to be managed assertively to ensure that they add optimal value and should they not do so they should be retrained and if necessary replaced, i.e. the entrance to the site to allow construction plant and vehicles entering and leaving the site to do so in a safe manner.
- 5.4.8 The community liaison officer (CLO) shall also be sensitised on the optimal management of traffic and the risks involved and then be instructed to increase community awareness through talking to all stakeholders including the distribution of suitable information brochures.

## **5.5 Work in fall risk positions [Fall protection (Construction Regulation 10)]**

- 5.5.1 Although the risk posed by working in a fall risk position is as far as reasonable possible mitigated by the project design, a pre-emptive risk assessment is required for any work to be carried out from a fall risk position.
- 5.5.2 As far as is practicable, any person working in a fall risk position will work from a stable platform, ladder or other device that is at least as safe as if he or she is working at ground level and whilst working in this position be wearing suitable fall arrest equipment to prevent the person falling from the platform, ladder or other device utilised. This fall arrest equipment will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length and strength that the person will not be able to move over the edge.
- Alternatively any surface forming an edge over which a person may fall shall be fitted with suitable guard rails at two different heights as prescribed in SANS 10085 code of practice for the design, erection, use and inspection of access scaffolding.
- 5.5.3 Where the requirement in paragraph 5.5.2 is not practicable, the person will be provided with a full body harness that will be worn and attached above the wearer's head at all times and the lanyard must be fitted with a shock absorbing device or the person must be attached to a fall arrest system that is approved by the Client.
- 5.5.4 Employees working in fall risk positions must be trained to do this safely and without risk to their or other person's health and safety.
- 5.5.5 Where work on roofs is carried out, the risk assessment must take into account the possibility of persons falling through fragile material and openings in the roof.



- 5.5.6 Updated records confirming the physical and psychological fitness of employees working in fall risk positions should be kept on the health and safety file at all times.

## **5.6 Structures (Construction Regulation 11)**

The principal contractor must ensure that:

- 5.6.1 Only skilled employees are allowed to erect structures and that the skills of these employees are being verified at regular intervals.
- 5.6.2 Steps are taken to ensure that no structure becomes unstable or collapses due to construction work being performed on it or in the vicinity of it.
- 5.6.3 No structure is overloaded to the extent where it becomes unsafe.
- 5.6.4 He or she has received from the designer the following information:
- Information on known or anticipated hazards relating to the construction work and the relevant information required for the safe execution of the construction work.
  - A geo-scientific report (where applicable).
  - The loading the structure is designed to bear.
  - The methods and sequence of the construction process.
  - Any other applicable information.
- 5.6.5 All drawings pertaining to the design are on site, utilised and available for inspection.

## **5.7 Access scaffolding (Construction Regulation 16)**

Access scaffolding must be erected, used and maintained safely in accordance with Construction Regulation 16 and SA Bureau of Standards Code of Practice, SANS 10085 entitled, "The Design, Erection, Use and Inspection of Access Scaffolding".

Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. It must also be ensured that there is sufficient material available to erect the scaffolding properly and safely.

Scaffolding must be erected, altered, maintained or dismantled by person(s) who has/have adequate training and experience in this type of work or under the continuous and direct supervision of such a person.

## **5.8 Construction vehicle and mobile plant operators**

The following requirements will apply to construction vehicle and mobile plant operators:

- a. Only certified and/or competent employees may be allowed to operate any construction vehicle and mobile plant.
- b. Only employees duly authorised to do so may operate any construction vehicle and mobile plant.
- c. Only employees physically and psychologically fit, i.e. in possession of a medical certificate of fitness, may be allowed to operate any construction vehicle and mobile plant.

## 5.9 Construction vehicles and mobile plant (Construction Regulation 23)

Construction vehicles and mobile plant should be formally and duly inspected by a competent person appointed by the principal contractor prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment must be required to comply with this specification as well as the OHSACT and Regulations.

Construction vehicles and mobile plant must be:

- a. Of acceptable design and construction;
- b. Maintained in good working order;
- c. Used in accordance with their design and intention for which they were designed;
- d. Operated and/or driven by trained, competent and authorised operators/drivers. No unauthorised persons to be allowed to drive construction vehicles and mobile plant;
- e. Provided with safe and suitable means of access;
- f. Fitted with adequate signalling devices to make movement safe including reversing;
- g. Provided with roll-over protection;
- h. Inspected daily before start-up by the driver, operator and/or user and the findings recorded in a register/log book and any defects addressed as matter of urgency;
- i. Fitted with two head and two tail lights that is in good working condition whilst operating under poor visibility conditions; and
- j. Used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported.

No loose tools, material etcetera is allowed in the driver and/or operators compartment/cabin nor in the compartment in which any other persons are transported.

No person may ride on construction vehicles and mobile plant except for in a safe place designed and provided for this purpose.

The construction site must be organised to facilitate the movement of construction vehicles and mobile plant in such a manner that pedestrians and other vehicles are not endangered. Traffic routes to be suitable, sufficient in number and adequately demarcated.

All construction vehicles and mobile plant daily inspection records must be kept in the occupational health and safety file.

### 5.10 Electrical installations (Construction Regulation 24)

Any electrical work undertaken as part of the project, including the installation of temporary electricity for construction use shall be in accordance with Construction Regulation 24 and the Electrical Installation Regulations.

The principal contractor must ensure that:

- a. Existing services are to be located and clearly marked before construction commences and during the progress thereof;
- b. Where the abovementioned is not possible, employees with jackhammers etc. will be protected against electric shock by the use of suitable protective equipment e.g. rubber mats, insulated handles etcetera;
- c. Electrical installations and -machinery are sufficiently robust to withstand normal working conditions on site;
- d. Temporary electrical installations must be inspected at least once per week by a competent person and a record of the inspections kept on the occupational health and safety file;
- e. Electrical machinery used on a construction site must be inspected daily before start-up by the competent driver/operator or any other competent person and a record of the inspections kept on the occupational health and safety file; and
- f. A competent person appointed in writing must control all temporary electrical installations.

### 5.11 Electrical and mechanical lockout

An electrical and mechanical lockout procedure must be developed by the principal contractor and submitted to the Client for approval before construction commences. All contractors on site must be informed of and adhere to this lockout procedure.

### 5.12 Use and storage of flammables (Construction Regulation 25)

The principal contractor must ensure that:

- a. No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present unless adequate precautions is taken;
- b. Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with consistent access control measures in place and sufficient fire fighting equipment installed and fire prevention methods practiced for example proper housekeeping;
- c. Only one day's quantity of flammable is to be kept in the workplace;

- d. Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas; and
- e. Welding and other flammable gases to be stored segregated as to the type of gas and empty and full cylinders.

### 5.13 Hazardous chemical substances

The principal contractor must ensure that:

- a. Employees receive the necessary information and training to be able to use, handle and store hazardous chemical substances safely;
- b. The risk assessments required in terms of Construction Regulation 9 include employee exposure to hazardous chemical substances and that the necessary measures be taken to protect persons from being detrimentally affected by hazardous chemical substances present or used in the workplace;
- c. Suppliers provide the necessary information in the form of material safety data sheets regarding hazardous chemical substances required to ensure the safe use, handling and storage of these substances;
- d. An up-to-date list is kept on site of hazardous chemical substances stored and used together with the material safety data sheet of the said hazardous chemical substances;
- e. Hazardous chemical substances containers be clearly marked as to the contents and main hazardous category e.g. "Flammable" or "Corrosive" and the reference number of the hazardous chemical substances on the list indicated above;
- f. No person eats or drinks in an area where hazardous chemical substances are stored or utilised; and
- g. Hazardous chemical substances waste is disposed of safely in terms of hazardous waste disposal requirements.

### 5.14 Storage of flammable and hazardous chemicals (Hazardous Chemical Substances Regulations)

See paragraphs 5.12 and 5.13 above.

### 5.15 Fire prevention and protection

The principal contractor must ensure that:

- a. The risk of fire is avoided;
- b. Sufficient and suitable storage of flammables is provided;
- c. All employees are instructed in the use of the fire fighting equipment and know how to attempt to extinguish a fire;
- d. A sufficient number of employees are appointed and trained to act as an emergency team to deal with fires and other emergencies;
- e. Employees are informed regarding emergency evacuation procedures and escape routes;
- f. Emergency escape routes are kept clear at all times and clearly marked;

- g. Evacuation assembly points are demarcated and made known to employees;
- h. Evacuation is regularly practiced to ensure that all persons are evacuated timeously and;
- i. Roll call is held after evacuation to account for all employees and to ensure that no-one including visitors and disabled persons have been left behind; and
- j. A clearly audible, to all persons on site, siren or alarm is fitted and regularly tested.

#### **5.16 Housekeeping (Construction Regulation 27)**

The principal contractor must ensure that:

- a. Housekeeping is continuously implemented and maintained;
- b. Materials and equipment is properly stored;
- c. Scrap, waste and debris is removed off site regularly;
- d. Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to the free-flow of pedestrians and vehicular traffic;
- e. Where practicable, construction sites are fenced off to prevent entry of unauthorised persons;
- f. Catch platforms or -nets are erected over entry and exit ways or over places where persons are working to prevent them being struck by falling objects;
- g. An unimpeded work space is maintained for every employee;
- h. Every workplace is kept clean, orderly and free of tools and the likes that are not required for the work being done;
- i. As far as is practicable, every floor, walkway, stair, passage and gangway is kept in good state of repair, skid-free and free of obstruction, waste and materials; and
- j. The walls and roof of every indoor workplace be sound and leak-free.

#### **5.17 Stacking and storage (Construction Regulation 28)**

The principal contractor must ensure that:

- a. A competent person is appointed in writing to supervise all stacking and storage on a construction site;
- b. Adequate storage areas are provided and demarcated;
- c. The storage areas are kept neat and under control;
- d. The base of any stack is level and capable of sustaining the weight exerted on it by the stack;
- e. The items in the lower layers can support the weight exerted by the top layers;
- f. Cartons and other containers that may become unstable due to wet conditions are kept dry;
- g. Pallets and containers are in good condition and no material is allowed to spill out;

- h. The height of any stack does not exceed 3 times the base unless stepped back at least half the depth of a single container at least every fifth tier or the approval of an inspector of the Department of Labour has been obtained to build the stacks higher with the aid of a machine. (The operator of the machine must be protected against items falling from overhead or off the stack and no items may overhang);
- i. The articles that make up a single tier are consistently of the same size, shape and mass;
- j. Structures for supporting stacks are structurally sound and able to support the mass of the stack;
- k. No articles are removed from the bottom of the stack first but from the top tier first;
- l. Anybody climbing onto a stack can and does do it safely and that the stack is sufficiently stable to support him or her;
- m. Stacks that are in danger of collapsing are broken down and restacked;
- n. Stability of stacks are not threatened by vehicles or other moving plant and machinery;
- o. Stacks are built in a header and stretcher fashion and that corners are securely bonded; and
- p. Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations.

## **5.18 Eating, changing, washing and toilet facilities (Construction Regulation 30)**

### **5.18.1 Toilets**

- a. The provision of toilets for each sex is required in terms of the National Building Regulations and Construction Regulation 30.
- b. Chemical toilets are allowed instead of the water borne sewerage type. Toilets have to be provided at a ratio of at least 1 toilet per 30 employees.

### **5.18.2 Showers**

At least cold-water showers of some sort for each sex have to be provided at a ratio of at least 1 shower per 15 employees.

### **5.18.3 Change rooms**

Some form of screened off changing facility must be provided separately for each sex.

### **5.18.4 Eating facility**

Some form of eating facility sheltered from the sun, wind and rain must be provided.

### 5.19 Personal and other protective equipment (Sections 8, 15 and 23 of the OHSACT)

The principal contractor is required to proactively identify the hazards in the workplace and deal with them on an ongoing basis. He/she must either remove them or, where impracticable take steps to protect employees and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal protective equipment should, however, be the last resort and there should always first be an attempt to apply re-engineering and other solutions to mitigating hazardous situations before the issuing of personal protective equipment is considered.

Where it is not possible to create an absolutely safe and healthy workplace the principal contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the principal contractor maintain the said equipment, that he/she instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s in a consistent and correct manner.

Employees do not have the right to refuse to use and/or wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other valid reason, the employee cannot be allowed to continue working under the hazardous condition(s) for which the equipment was prescribed but an alternative solution has to be found that may include relocating the employee.

The principal contractor may **not charge any fee** for protective equipment prescribed by him or her **but may charge for equipment under the following conditions:**

- Where the employee requests additional issue in excess of what is prescribed;
- Where the employee has blatantly abused or neglected the equipment leading to early failure; and
- Where the employee has lost the equipment.

**Please note:** Bullet points two and three above should form part of a formal disciplinary process, i.e. following a disciplinary hearing.

### 5.20 Portable electrical tools and equipment (Electrical Machinery Regulation 9)

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 ampere plug point and is moved around for use in the workplace i.e. drills, saws, grindstones, portable lights, etcetera. In



addition electrical appliances such as fridges, hotplates, heaters, etcetera must be inspected regularly but at least on a weekly basis and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment must be governed by the following:

- Regular inspections by a competent person appointed in writing;
- Inspection results must be recorded in a register;
- Only competent authorised persons are allowed to use portable electrical tools and equipment; and
- The correct protective equipment is worn/used whilst operating portable electrical tools and equipment.

This equipment -

- Must be maintained in good condition at all times to prevent an electrical shock to the user;
- The main source should incorporate an earth leakage protection device or receive power through a double wound transformer or be double insulated and clearly marked as such; and
- All equipment must be fitted with a switch to allow for safe and easy starting and stopping.

## **5.21 Public health and safety (Section 9 of the OHSACT)**

The principal contractor is responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes among others:

- a. Non- employees entering the site for whatever reason;
- b. The surrounding community; and
- c. Passers by the site.

Appropriate signage must be posted to this effect and all employees on site must be instructed to ensure that non-employees are protected at all times.

All non-employees entering the site must receive site applicable induction into the hazards and risks and the control measures for these.

## **5.22 Excavations (Construction Regulation 13)**

All excavation work has to comply with the following:

- 5.22.1 Excavation work must be carried out under the supervision of a duly competent person who has been appointed in writing.
- 5.22.2 Before excavation work begins the stability of the ground must be evaluated.



- 5.22.3 Whilst excavation work is being performed, the principal contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material.
- 5.22.4 No person may be required or permitted to work in an excavation that has not been adequately shored or braced.
- 2.22.5 Where the excavation is in stable material or where the sides of the excavation are sloped back to at least the maximum angle of repose measured relative to the horizontal plane, shoring or bracing may be left out **but only after** written permission has been obtained from the appointed competent person.
- 5.22.6 Shoring and bracing must be designed and constructed to safely support the sides of the excavation and prevent it from collapsing.
- 5.22.7 Where uncertainty exists regarding the stability of the soil the opinion of a competent professional engineer or professional technologist must be obtained, before excavation proceeds, whose opinion will be decisive. The opinion must be in writing and signed by the engineer or technologist as well as the appointed excavation supervisor.
- 5.22.8 No load or material may be placed near the edge of an excavation if it is likely to cause a collapse of the excavation, unless suitable shoring has been installed to be able to carry the additional load. Best practice requires a one meter clearance so as to reduce the pressure on the side walls as well as risk of material falling onto persons inside the excavation.
- 5.22.9 Every excavation must be provided with means of access that must be within 6 metres of any employee within the excavation at any time. Should ladders be utilised for this purpose they should be duly secured.
- 5.22.11 The location and nature of any existing services such as water, electricity, gas, telecommunication etcetera must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe for employees working in or near in the excavation.
- 5.22.12 Every excavation, including the shoring and bracing or any other method to prevent a possible collapse, must be inspected by the appointed competent person as follows:
- Daily before work commences
  - After an unexpected collapse of the excavation or part thereof
  - After substantial damage to any support
  - After rain
- 5.22.13 The results of any inspections must be recorded in a register kept on site in the health and safety file.

- 5.22.14 Every excavation accessible to the public or that is adjacent to a public road or thoroughfare or that threatens the safety of persons, must be adequately barricaded or fenced off, on all sides, to at least one meter high and as close to the excavation perimeter as practicable. All such excavations must also be provided with warning lights or visible boundary indicators after dark or when visibility is poor.

## 5.23 Welding, flame cutting or similar operations

Should any welding work be undertaken as part of emergency repairs to plant and equipment on site or as part of the construction activities, the principal contractor must ensure that:

- 5.23.1 A competent person will be appointed to supervise welding, flame cutting or similar operations on site.
- 5.23.2 The following rules will govern all welding and flame cutting or similar operations:
- a. The welder will be trained regarding the safe use/operation of the equipment.
  - b. The welder and his assistant will be provided with effective and appropriate personal protective equipment and/or clothing.
  - c. Cables and electrode holders will be effectively insulated.
  - d. The workplace will be effectively screened off to prevent bystanders from being affected by the welding rays or they will be provided with personal protective equipment.
  - e. In wet or damp conditions the welding equipment and the welder will be properly insulated and someone will be on standby to assist in the event of any emergency.
  - f. No welding, flame cutting, grinding, soldering or similar work shall be undertaken in respect of any drum, vessels or similar object or container where such object or container-
    - is completely closed, unless the rise in internal pressure cannot render it dangerous; or
    - contains any substance which, under the action of heat may explode or react to form dangerous or poisonous substances.
  - g. Where pressure vessels/welding cylinders containing oxygen or acetylene are transported or used, the proper precautionary measures will be taken against bumping, falling, rolling etcetera.
  - h. Gas welding hoses may only be joined with approved connectors and clamps.
  - i. No oil or grease may be applied to oxygen valves and fittings.
  - j. It is a sound practice to store pressure vessels and/or welding cylinders vertically and to secure them by means of a chain.
  - k. Acetylene cylinders may never be inclined in excess of 45°.
  - l. Proper and adequate fire prevention measures will be instituted and maintained for as long as the welding continues.

- m. Where explosive and/or flammable vapours are present welding will only be done under “hot work” permits.

## **5.24 Transportation of employees**

- 5.24.1 Any vehicle used to transport employees must have seats firmly secured and adequate for the number of employees to be carried.
- 5.24.2 Regulation 247 of the National Road Traffic Act, Number 93 of 1996 (NRTA) stipulates that the principal contractor shall not allow employees to be transported in a vehicle unless the portion of the vehicle in which the employees are being conveyed is enclosed to a height of –
  - a. at least 350 mm above the surface on which employees are seated; or
  - b. at least 900 mm above the surface on which employees are standing,
 in a manner and with a material of sufficient strength to prevent employees from falling from such vehicle when it is in motion.
- 5.24.3 Regulation 247 of the NRTA also stipulates that the principal contractor shall also not allow any employees to be conveyed in the goods compartment of a vehicle together with any tools or goods, except their personal effects, unless that portion in which the employees are being conveyed is separated by means of a partition, from the portion in which such goods are being conveyed.

## **5.25 Working close to overhead power lines**

The principal contractor shall ensure that the following requirements are duly considered and adhere to:

### **5.25.1 Working close to overhead lines**

The construction site is located next to a reserve with overhead power lines. To ensure that vehicles traveling on site do not damage these lines and to reduce the risk of accidental contact the principal contractor should erect ground-level barriers to establish a safety zone to keep employees, other persons as well as construction vehicles and plant away from the wires. These barriers should be constructed out of large steel drums filled with rubble, concrete blocks, wire fence earthed at both ends, or earth banks marked with posts.

- a. If steel drums are used they should be highlight by painting them with red and white horizontal stripes.
- b. If a wire fence is used, put red and white flags on the fence wire posts.
- c. Make sure the barriers can be seen at night, by using white or fluorescent paint or attaching reflective strips.

The principal contractor must confirm with the local authority or if applicable Eskom what the standard is for working close to and under these overhead lines.

A risk assessment should be undertaken considering any situations that could lead to danger from the overhead wires, for example, consider whether someone may need to stand on top of a machine and lift a long item above their head, or if the combined height of a load on a low truck breaches the safe clearance distance. If this type of situation could exist, applicable precautionary measures have to be taken.

Where there is a risk of contact from, for example, the upward movement of tipper trucks or employees carrying tools and equipment, the principal contractor should carefully assess the risks and precautionary measures.

Vehicles, plant, machinery, equipment, or materials that could reach beyond the safe clearance distance should not be taken near the line.

Under no circumstances may any part of plant or equipment such as ladders, poles and hand tools be able to be utilised within the danger zone or make contact with the lines.

The principal contractor should allow for uncertainty in measuring the distances and for the possibility of unexpected movement of the equipment due, for example, to wind conditions.

Long objects should be carried horizontally and close to the ground and vehicles positioned so that no part can reach into the danger zone, even when fully extended.

Make sure that employees, including any sub-contractors, understand the risks and are provided with instructions about the risk prevention measures.

Arrange for the work to be directly supervised by a competent person at all times who is familiar with the risks and can make sure that the required safety precautions are observed.

### **5.25.2 Emergency procedures**

If someone or something comes into contact with an overhead line, it is important that everyone involved knows what action to take to reduce the risk of anyone sustaining an electric shock or burn injuries. Key points include –

- a. Never touch the overhead line's wires.
- b. Always assume that the wires are live, even if they are not arcing or sparking, or if they otherwise appear to be dead. Even if lines are dead, they may be switched back on either automatically after a few seconds or remotely after a few minutes or even hours if the line's owner is not aware that their line has been damaged.
- c. In the event of accidental contact call the emergency services. Give them the location of the incident, tell them what has happened and that electricity wires are involved.
- d. Should any employee or other person come in contact with, or close to, a damaged wire, he must away as quickly as possible and stay away until the line's owner advises that the situation has been made safe.
- e. In the event of a vehicle touching a wire, the driver and occupants should either stay in the vehicle or, should the need to get out, jump out of it as far as you can. Never touch the vehicle while standing on the ground. Do not return to the vehicle until it has been confirmed that it is safe to do so.
- f. All employees and other persons should be aware that if a live wire is touching the ground the area around it may be live. A safe distance from the wire or anything else it may be touching should therefore be maintained.
- g. Only duly competent and authorised persons may work on electrical wires and installations.

## 5.26 Exposure to poisonous animals or insects

Construction work is undertaken mostly in a greenfield environment where employees and other persons visiting could be exposed to poisonous animals and insects.

The principal contractor shall ensure that the following are duly adhered to:

- a. the emergency procedure be expanded to provide for the effective treatment of employees or other persons visiting exposed to bites or stings from poisonous animals and insects, i.e. the contact details of the nearest medical unit that could treat employees exposed to bites or stings be obtained and arrangements be made with this service provider on the procedures to be followed to ensure swift response when required;
- b. confirmation be obtained from this medical unit that they have anti venom reserved to treat employees or other persons visiting that may be exposed to snake bites or scorpion stings;
- c. competent first aiders be available to facilitate the treatment of employees or other persons visiting exposed to stings or bites; and
- d. the potential exposure posed by poisonous animals or insects and awareness thereof is discussed with all employees as part of the toolbox talks and general awareness training and other persons visiting as part of the pre-site visit induction process.

## 5.27 Working in inclement weather

The principal contractor shall implement an early warning system to identify inclement weather and to prevent such weather from posing negative implications on the safety of employees and other persons visiting.

The early warning system shall as a minimum provide for the following:

### 5.27.1 Construction work done during electrical storms

- a. The principal contractor shall ensure that all employees are removed from heights and all employees are as safe as possible, in inclement weather conditions.
- b. No work is allowed on the construction site during electric storms where employees cannot be protected from it. Protection involves employees being restricted to:
  - eating area fitted with a lightning mast
  - workshops
  - inside buildings
- c. No work is allowed in electrical storms on top of open structural steel, even when earthed.
- d. No work is allowed on heights when the lightning is within a 10 kilometre radius.
- e. After inclement weather on-site risk assessments will be reviewed to include wet conditions.

### 5.27.2 Construction work done during rain

- a. During rainy conditions all work on steel structures will stop.
- b. No electrical tools will be used during rainy weather in open areas.
- c. Work can be done in water proof areas where there is a zero risk for electrocution.
- d. Areas that may be cleared for work during rain includes:
  - workshops
  - offices
  - work on ground level with the provision that the area is maintained in a safe dry condition

### 5.27.3 Scaffolding activities during inclement weather conditions

During inclement weather only limited scaffolding actions will be permitted i.e. erecting and dismantling activities.

Guidelines for safe choices:

Weather type	Building and dismantling of scaffolding
Lightning	Stop all activities
Light rain	Stop all activities
Heavy rain	Stop all activities
Wind <28 km/h	Full use
Wind >40 km/h	Stop all activities

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Weather type	Building and dismantling of scaffolding
Light mist	Full use
Heavy mist	Full use
Hail	Stop all activities

All scaffold users will:

- Ensure that scaffolding is inspected immediately after inclement weather conditions.
- Ensure that the risks associated with working at heights during inclement weather are identified and reasonably mitigated.
- Be cautious of slip/trip hazards when performing activities during inclement weather.
- Take note of the weather when completing the daily safe task instructions on site, where applicable.

#### 5.27.4 Driving in inclement weather

The principal contractor shall ensure that the danger of driving in wet conditions is adequately covered in a risk assessment.

The risk assessment will include, but not limited to:

- route planning
- speed reduction
- planning for emergency situations
- driving precautions for slippery surfaces
- visibility hazards

### 5.28 Occupational health

#### 5.28.1 Introduction

The Regulations promulgated under the National Disaster Management Act, and the lockdown of 26 March 2020 have closed all construction projects except for those involved with essential infrastructure services and emergency facility preparedness.

In terms of Regulation 16(6)(b) and Annexure E of Government Notice 480, a COVID-ready Workplace Plan must be developed prior to the reopening on any construction site. The purpose of this specification is therefore to outline the minimum specification that the client set for Principal Contractor to adhere to when developing their plans.

#### 5.28.2 Re-introduction to the workplace after lockdown

Employees returning to the first day of work after the lockdown to answer a wellness questionnaire with the COVID-19 Compliance Officer or nominated alternative at the entrance to the main building or site camp. Upon successful completion of the questionnaire (if satisfactory) the employee will be allowed to proceed to his/her work area. All employees will attend a mandatory re-induction (revised



induction for COVID-19 awareness) including new measures to be taken based on a COVID-19 risk assessment and should be communicated to all employees and other persons visiting the site to highlight requirements as well as activities and areas considered as “hot spots”.

### 5.28.3 Administrative requirements

The following should be reflected in the COVID-ready Workplace Plan:

- a. The date the construction site will open.
- b. The hours the site it will be open.
- c. A timetable setting out the phased return of employees to enable appropriate measures to be taken to avoid and reduce the spread of the virus.
- d. List of employees who can work from home, employees who are 60 years or older and those with comorbidities.
- e. Appointment of a COVID-19 Compliance Officer.

### 5.28.4 Site specific health and safety procedures

#### a. Demographics

It will be incumbent upon the Principal Contractor to establish suitable and sufficient procedures for the identification of potentially infected employees and employees, the management of exposure to the corona virus on the project, including visitors and suppliers. Including a response plan for persons suspected of being infected with or exposed to the virus. The procedure shall be applicable to all levels of management and supervision, employees as well as visitors to the site.

As part of this procedure, the Principal Contractor shall maintain a register of all employees on the project, keeping records of the following information as a minimum.

#### a.1 Age of employee

The procedure shall take cognisance of the vulnerability of older employees and make provision for additional or more frequent screening of employees above a specified age. A certificate of fitness should be available to confirm that the employee is fit for duty, and the certificate should be available on site at all times.

#### a.2 Health status

A detailed record of all current and previous health conditions, specifically those identified as creating a



higher risk for contracting COVID-19, to be kept for all employees. The procedure shall make provision for stringent testing procedures and management of exposure to the virus for employees with higher vulnerability due to underlying health conditions. Such records are confidential and will remain with the Occupational Health facility. A certificate of fitness must be available for each employee on site, including management.

### **a.3 Socio economic status/local labour**

The procedure shall consider the socio-economic status and skill level of employees, taking cognisance of the fact that these may have an impact on the employee's level of exposure to the virus outside of the workplace and the risk of being asymptomatic carriers of the virus to the project/site

### **a.4 Accommodation**

Where accommodation is provided by the Principal Contractor, factors to be considered in the procedure include, among others:

- a. Density of occupants to allow for adequate social distancing (minimum 1.5 m) in sleeping and dining quarters;
- b. Restriction on the number of persons using the same sanitary/hygiene facilities;
- c. Provision of dedicated crockery and cutlery for each occupant, together with a procedure for effective cleaning and safe storage of same and a prohibition on the sharing of utensils;
- d. Dedicated facilities for safekeeping of personal belongings and abovementioned utensils for each person. Such facilities are to allow for total segregation of belongings and must be easy to sanitise. Provision of such facilities for safekeeping to be accompanied with a procedure for the use and sanitising of the storage facility to reduce the risk of cross contamination;
- e. Facilities for accommodation provided by the Principal Contractor to have in place stringent procedures for personal hygiene, ongoing maintenance of sanitising and social distancing; and
- f. Additional rules to include a prohibition on the sharing of clothing, towels and other personal

belongings, as well as the laundering of clothing for multiple persons at the same time.

**b. Origin of labour and transportation**

Where a return to work will necessitate travel between provinces and cities for employees and employees to return to the project, the Principal Contractor shall have a procedure for, or provide transport for the return of employees to minimise the risk of exposure to the virus while in transit. While this is difficult to control by the Principal Contractor, induction training needs to include such information so employees can protect themselves. Where on-site transportation is undertaken, a policy needs to be available for how such transportation will be made safe and limit any opportunity for cross infection. If possible, the Principal Contractor could provide their own transportation for their employees.

Parking areas for public and private vehicles need to be considered. Hand cleaning facilities when entering gates, doors, and security entrances.

**b.1 Public Transportation across borders/towns/cities**

The Principal Contractor to source/recommend a transport service provider that complies with all travel restrictions and requirements as gazetted by Government, among others:

- a. Maximum occupancy of vehicles to allow for social distancing;
- b. Vehicle sanitised before passengers board;
- c. Passengers provided with hand sanitiser (with at least 70% alcohol content) and face masks prior to boarding;
- d. Vehicle sanitised before and after boarding;
- e. boarding, after each stop where passengers leave the vehicle for comfort breaks, and
- f. Frequent hand sanitising is recommended during transit.

**b.2 Contractor provided transportation across borders/towns/cities**

Where the Principal Contractor provides transportation across borders/towns/cities to assist employees to return to work, provision shall be made for an adequate number of vehicles to comply with the maximum occupancy as in (a) above, and all such vehicles provided will be subject to the same requirements as abovementioned.

Since it will not be practicable to separate belongings and luggage in either instance mentioned above, the Principal Contractor's procedures must make provision for the sanitising of personal belongings and luggage on departure and arrival at the final destination

### **c. Social distancing**

Social distancing has been shown to be an effective method to prevent or slow down the spread of the corona virus. It will be incumbent on the Principal Contractor to ensure that the construction site and facilities are set up and then managed in such a way that it will be possible as far as is practicable to maintain the required social distancing of a minimum of 1,5 metres between persons when at work.

#### **c.1 Tasks that require more than one person to complete**

Where it is not possible to maintain the required distance between employees due to the nature of the work activity, e.g. curb laying, confined working areas, rebar tying, preparing wire cages, the Principal Contractor will be required to implement, maintain and enforce a procedure to adequately protect such employees against potential infection with the corona virus. This includes but is not limited to:

- a. Providing adequate supplies of suitable PPE such as face shields in addition to the masks, task specific gloves, safety glasses, disposable/additional coveralls;
- b. PPE used during multi-person activities to be exchanged immediately after the task is completed, but should not be reissued without it being adequately disinfected;
- c. Sealed bins to be provided with appropriate labelling (as Hazardous Material) for disposable PPE such as masks, disposable coveralls, disposable gloves, etcetera.;
- d. Sealable bags provided to each person for keeping PPE requiring laundering, such as gloves and overalls, and
- e. Sanitising/washing facilities provided for immediate sanitising of hard hats, shields, safety glasses, shoes, safety harnesses etcetera. on completion of multi-person tasks.

All the above to be utilised when breaking for lunch or leaving the site, and before commencing with the next or new work activity.

## **c.2 Access/egress of site, welfare facilities, meeting areas**

The Principal Contractor must ensure there is suitable and adequate provision to minimise the risk of persons who may be infected with COVID-19 entering or exiting the site, the spread of the virus between persons who work on or visit the site and the risk of potentially infected persons leaving the site and accessing public spaces or going home to their families and thereby infecting other persons. To achieve this, the Principal Contractor is required to implement, among others the following measures:

- a. Persons accessing or leaving the site in groups to maintain social distancing of at least 1,5 metres while waiting to access the site;
- b. Persons waiting to access the site to be segregated from the public where required by the provision of dedicated, prominently identified public pedestrian walkways situated in such a way that social distancing is maintained between site personnel and the public;
- c. Screening of each person who enters the site with a no-touch infrared thermometer;
- d. Means of (fully) sanitising each person and their belongings, who access and leave the site;
- e. Dedicated facilities for safekeeping of personal property for each person. Such facilities are to allow for total segregation of belongings and must be easy to sanitise. Provision of such facilities for safekeeping to be accompanied with a procedure for the use and sanitising of the storage facility to reduce the risk of cross-contamination;
- f. Toolbox talks to be conducted outdoors when possible in order for persons to maintain social distancing. Where inclement weather does not allow for this, toolbox talks to be conducted with smaller groupings of employees in a sheltered area large enough to maintain social distancing, and
- g. Eating areas to be set up in such a way that the maximum number of persons who will use the area at any one time are able to maintain the required social distancing of 1,5 metres. Should this not be practicable, meal times are to be

staggered on a rotational basis to avoid contact between persons.

**d. Alcohol and drug testing**

Alcohol testing may only be done using single use test units, and must be disposed of in the appropriate contaminated waste. Drug testing will only be done by an occupational health facility either using urine or blood sampling. A protocol will be drawn up by the Principal Contractor to manage this with the occupational health service provider being used.

**e. Medical surveillance**

The normal requirements of pre-placement, periodic and exit medicals will remain, with the occupational health service provider providing a methodology of how they will be including factors relating to COVID-19. No lung functions or peak flows will be done until deemed safe to do so by the South African Thoracic Society.

Any person who contracts the virus may need to be reported to the Compensation Commissioner or other applicable insurer as an occupational disease where their work shall be monitored and in contact with others. Such details are included in the Compensation for Injuries and Diseases Act.

Isolation of employees who have a high temperature or any COVID-19 related symptoms, and transportation (in suitable transport) to an applicable facility as directed for testing and treatment.

Employees will be required to complete COVID-19 questionnaires and obtain a medical certificate indicating that they are no longer infected prior to returning to site. Any employee with COVID-19 related symptoms may not be allowed to return to work, but notify the Principal Contractor of same.

**f. Ablution facilities**

Ablution facilities are an essential facility that must be available for employees across a site. Facilities are a high-risk area for possible infection and increased cleaning regimes are required to be introduced. A policy on how this will be done is required, that will cover both portable and permanent facilities. The following should among others be considered:

- a. Portable toilets to be provided at a 1:10 ratio;
- b. Cleaners to continually clean and have a formal cleaning regime, i.e. cleaning to as a minimum be

- undertaken in the morning, lunchtime as well as before closing the site;
- c. Hand washing facilities (soap and water, paper towel) to be available where possible, and if not, to provide hand sanitiser (with at least 70% alcohol content);
- d. Induction training to educate all users in hand washing correctly;
- e. Flush toilets preferably 1:15 unless increased cleaning regime present;
- f. Restrict the number of people using toilet facilities at any one time e.g. use a welfare attendant;
- g. Wash hands before and after using the facilities;
- h. Enhance the cleaning regimes for toilet facilities particularly door handles, locks and the toilet flush, i.e. hourly;
- i. Portable toilets should be avoided wherever possible, but where in use these should be cleaned and emptied more frequently;
- j. Provide suitable and sufficient rubbish bins for paper towels with regular removal and disposal that need to be managed as hazardous waste;
- k. Introduce staggered start and finish times to reduce congestion and contact at all times;
- l. Consider increasing the number or size of facilities available on site if possible, and
- m. Provide suitable and sufficient rubbish bins that are duly labelled as "Hazardous Material" in these areas with regular removal and disposal.

#### **g. Cleaning of working areas**

The principal contractor must clean and disinfect objects and surfaces that are frequently touched.

When cleaning these, the following shall apply -

- a. Disposable or washable gloves should be worn during cleaning activities;
- b. Cleaners are required to wear clean re-washable cloth masks;
- c. Cloths used for cleaning purposes should at least once every hour be disinfected and then sanitised or bleached to prevent cross contamination;
- d. Dirty surfaces should be cleaned with a detergent or soap and water prior to disinfection;
- e. Cleaning equipment to be disinfected after each cleaning activity;
- f. Diluted household bleach solutions, alcohol solutions with at least 70% alcohol, and most common household disinfectants should be effective for disinfection purposes;

- g. In cases where occupied workspaces are to be cleaned, the occupant (employee) must be required to leave the workspace until the cleaning activity is completed. The employee should then be required to wash his/her hands before re-occupying the workspace; and
- h. Cleaning of workspaces will include cleaning of furniture, desk or counter surface, telephone, computer screens, keyboards and all other equipment/tools used.

## **h. Security access**

Public access to site shall be limited at all times, and non-essential visitors are not to be allowed entry. There is required to be staggered access at all times. The following aspects are to be included in a policy document as to how such issues will be managed, among others:

### **h.1 Staggered access to site**

The Principal Contractor should consider the following:

- a. Introduce staggered start and finish times to reduce congestion and contact at all times;
- b. Monitor site access points to enable social distancing – consideration for the number of access points, either increase to reduce congestion or decrease to enable monitoring;
- c. 50-100 mm deep trough to be placed at entrances to site. Disinfectant shall be placed in the trough and all shoes coming onto site or leaving site will be disinfected, without wetting shoes themselves;
- d. Remove or disable entry systems that require skin contact e.g. fingerprint scanners or biometric system;
- e. Require all employees and visitors to wash or sanitise their hands before entering or leaving the site;
- f. Ensure social distancing between people waiting to enter site;
- g. Regularly sanitise common contact surfaces in reception, office, access control and delivery areas e.g. scanners, turnstiles, screens, telephone handsets, desks, particularly during peak times, but as a minimum in the mornings, lunchtime and before closing the site;
- h. Reduce the number of people in attendance at site inductions and consider holding them outdoors wherever possible, and



- i. Drivers should remain in their vehicles if the load will allow it and must wash or clean their hands before unloading goods and materials.

## **h.2 Symptom screening**

The Principal Contractor must take measures to:

- a. screen all employees and other persons, at the time that they report for work, to ascertain whether they have any of the observable symptoms associated with COVID-19, namely –
  - fever
  - cough
  - sore throat
  - redness of eyes or shortness of breath (or difficulty in breathing);
- b. require every employee or other person on site to report whether they suffer from any of the following additional symptoms –
  - body aches
  - loss of smell or loss of taste
  - nausea
  - vomiting
  - diarrhoea
  - fatigue
  - weakness or tiredness; and
- c. require employees or other persons to immediately inform the Principal Contractor if they experience any of the symptoms in item a or b above, whilst on site.

## **h.3 Employees presenting symptoms**

If an employee on site presents with the symptoms outlined in paragraph 4.7.2, or advises the Principal Contractor of these symptoms, the Principal Contractor must –

- a. not permit the employee to enter the site or report for work; or
- b. if the employee is already on site immediately:
  - isolate the employee, provide the employee with a FFP1 surgical mask and arrange for the employee to be transported in a manner that does not place other employees or members of the public at risk either to be self-isolated or for a medical examination or testing; and



- assess the risk of transmission, disinfect the area and the employee's workstation, refer those employees who may be at risk for screening and take any other appropriate measure to prevent possible transmission;
- c. ensure that the employee is tested or referred to an identified testing site;
- d. place its employee on paid sick leave in terms of section 22 of the Basic Condition of Employment Act (BCEA) or if the employee's sick leave entitlement under the section is exhausted, make application for an illness benefit in terms of clause 4 of the Directive issued on 25 March 2020 on the COVID-19 Temporary Employer Relief Scheme under regulation 10(8) of the Regulations promulgated in terms of section 27(2) of the Disaster Management Act;
- e. ensure that the employee is not discriminated against on grounds of having tested positive for COVID-19 in terms of section 6 of the Employment Equity Act, 1998 (Act No. 55 of 1998);
- f. if there is evidence that the employee contracted COVID-19 as a result of occupational exposure, lodge a claim for compensation in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) in accordance with Notice 193 published on 3 March 2020.

#### **h.4 Employees returning to work**

If an employee has been diagnosed with COVID-19 and isolated in accordance with the Department of Health Guidelines, the Principal Contractor may only allow the employee to return to work on the following conditions -

- a. the employee has undergone a medical evaluation confirming that the employee has been tested negative for COVID-19;
- b. the Principal Contractor ensures that personal hygiene, wearing of masks, social distancing, and cough etiquette is strictly adhered to by the worker; and
- c. the Principal Contractor closely monitors the employee for symptoms on return to work.

The Principal Contractor to formally nominate a person to take responsibility for –

- a. considering the medical information confirming that the employee has been tested negative; and
- b. managing the employee's returning to work.

**i. Procurement and storage for COVID-19 personal protective equipment (PPE) and general supplies**

The following shall be implemented by the Principal Contractor:

- a. Availability of PPE is an imperative and should be available at all times. Where this is not so, the work related to the activity will be stopped until adequate supplies are available.
- b. Storage of PPE shall be tightly controlled, with records of issue. Damaged PPE shall be managed in the usual way, but all to be disposed of as if contaminated.
- c. Appropriate PPE must be provided free of charge to employees.

**j. Waste management for COVID-19 waste**

Waste management arrangements to be updated to include provision for the disposal of additional waste generated due to preventative measures implemented. All waste to be managed as hazardous waste.

**j.1 Disposal of any gloves, masks**

The Principal Contractor shall dispose of all used gloves and masks as hazardous waste and provide sealable duly labelled bags and containers for the safe disposal of this waste.

**j.2 Paper towels**

The Principal Contractor shall provide adequate supplies of paper towels on site. At points where these towels are provided lined waste bins that are duly labelled should be placed in order to collect all used towels and then to be disposed of in hazardous waste.

**j.3 Disinfectant solution**

The Principal Contractor shall provide adequate supplies of disinfectant (with at least 70% alcohol content) on site where the use of water and soap for

cleaning is not practical. If disinfectant dispensers are not refilled it should be disposed with other hazardous waste.

#### **j.4 Wastewater**

Wastewater at washing points, toilets, and bathrooms to be contained in the sewer drainage system so to prevent surface spills. If wastewater is contained in waste buckets it must be sealed when removed and disinfected after it is cleaned.

### **k. Signage**

The Principal Contractor shall review all current signs and notices displayed on site. The Principal Contractor shall avoid conflicting messages/notices that have been in place prior to lockdown and review according.

#### **k.1 Access rules**

The Principal Contractor shall install additional signage with site rules specific to the prevention of spreading the COVID-19 virus at the access control points of the site.

#### **k.2 Notices/posters with protocols**

Notices and posters shall be placed and installed to raise awareness and regarding protocols to be followed on site. These notices and posters shall be placed conspicuously at various points on the site including the following places:

- a. Entrance
- b. Site notice board
- c. Site Office
- d. Eating areas
- e. Next to toilets and bathrooms
- f. Hand washing stations
- g. Storerooms

### **l. Emergency planning**

An updated emergency plan shall be completed that is in line with the current Regulations of the National Disaster Management Act as well as workplace plan.

### **I.1 First aid**

Extra gloves, and disinfectants are to be available, first aiders are to be issued with at least FFP1 masks should they be required to respond

### **I.2 Evacuation plans**

Evacuation plans should consider social distancing.

### **I.3 Isolation of potentially infected employees**

The emergency plan shall consider how anyone who arrives on site and displays any of the COVID-19 symptoms, or has a raised temperature will be dealt with.

## **m. Personal protective equipment (PPE)**

The hierarchy of control applies with the use of PPE. Specific regard for the type and usage, training and control shall be outlined in the policies and procedures.

### **m.1 Masks**

Masks are compulsory for all employees; personnel and professional team members as well as visitors, reducing the potential of inhaled COVID-19 droplets. For general administration purposes and operational employees cloth masks will suffice. FFP1 masks are only to be worn by first aiders or high-risk employees, due to the national shortage thereof.

All FFP1 masks to be disposed with or after 1 day's use or after contamination. Induction shall include training on the correct use and removal of masks.

Cloth face masks to be used on entering and leaving the site. Each employee should be supplied with at least 3 cloth face masks. This would assist ensuring that the masks are hygienic (1 on the face; 1 in the wash and 1 as a backup). Training of the correct washing and drying of the masks should also be undertaken.

The Principal Contractor must ensure that sufficient stock is at all-time available on site. This will also depend on the type of mask being issued.

All disposable masks are biological waste and must be properly disposed of. This must be disposed in

container (locked) or in sealed bags that is duly labelled to be either removed as medical biological waste by a registered service provider. Disposal manifests must be kept on site.

Clearly identifiable bins indicating biological waste to be provided

## **m.2 Face Shields**

The Principal Contractor may also look at options such as full-face shields for preventing spreading of virus through eyes. This would assist the employee who is doing hard physical work to breathe more easily but still protecting the mouth, eyes and nose.

Face shields should be cleaned daily before the shift and at the end of the shift. Proper cleaning agents/disinfectant must be used. Face shields should be issued to employees and no sharing is allowed.

## **m.3 Overalls**

All employees must be issued with 3 overalls (1 overall wearing; 1 overall in the wash and one as the backup). This will ensure that the employee will be able to wear clean hygienic overalls. This must form part of the COVID-19 training for all employees.

## **m.4 Gloves**

It is preferable that surgical gloves are not worn unless indicated and employees trained in the proper use thereof. Gloves must only be used when the activity demand the wearing of specific type of gloves. This will be directed by the Principal Contractor's risk assessment.

Site office personnel need to be made aware of the risks in the office environment, this include to handling of documents and drawings. These employees could be issued with the appropriate gloves or sufficient hand wash/sanitising facilities must be available in the site office.

## **n. Consequence management**

### **n.1 Change management**

The Principal Contractor to ensure that regular information pertaining to COVID-19 and or any health

and safety matters are distributed to ensure that required measures/controls are timeously addressed. The Principal Contractor must also ensure that the health and safety committee meetings are held regularly to evaluate all activities on site. There are various information platforms available to the Principal Contractor and or employees that can assist in keeping them informed. These include among others:

- a. Local authority/legislation
- b. World Health Organisation
- c. Health care departments
- d. Health care professionals
- e. Health care centres/hospitals
- f. Public service announcements

The Principal Contractor is responsible and required to keep his or her employees informed by means but not limited by conducting the following:

- a. Awareness campaigns -i.e. posters within work places
- b. Daily site task Inspections (DSTIs)
- c. Toolbox talks / Daily briefings
- d. Meetings
- e. Company policies/procedures/employee wellbeing interaction
- f. Company newsletters
- g. Telecommunications – cellular phones, e-mail etcetera

## **n.2 Succession Planning**

Employees who is performing specialise work/activities (including plant operators) must be identified. These positions must have alternative employees that could perform these activities. This could mean additional training for these employees to ensure business continuity.

Key personnel on site should also have competent alternative employees that could perform these functions when needed. Where possible administrative staff should be working from home to limit exposure.

It is very important to understand that the availability of certain essential products and material may not always be readily available and thus proper planning must be in place to ensure that the activities on site are not interrupted.

Proactive planning must be in place to ensure that the following are ordered and available:

- a. PPE (cloth face masks, face shields, overalls)
- b. Hand sanitisers with at least 70% alcohol content
- c. Disinfectants and cleaning materials

### **n.3 Consequences**

When non-compliance activities are noted, that activity must be stopped. Should the remedial actions not take place the site will be shut down till the corrective actions have been implemented.

Employees that do not work according to the COVID-ready Workplace Plan must be disciplined according to the company's disciplinary codes and practices.

Supervisory employees on site must ensure consistent compliance, and when non-conformances are noted, suitable corrective measures that may include disciplinary actions should be taken.

The Principal Contractor should note that it could be fined and even according to the Disaster Management Act, arrested. The project may also be stopped with possible penalties and claims for standing changes.

### **o. Welfare facilities**

The Principal Contractor shall adapt arrangements regarding the provision of welfare facilities to be in line with Government guidelines and requirements.

#### **o.1 Clean, storage for food and personal belongings**

The Principal Contractor to provide lockable storage facilities for all employees, which shall be disinfected daily. Training and awareness to address procedures and the importance of good hygiene practice.

#### **o.2 No personal belongings to be kept on site**

Apart from extra clean personal clothing no other personal belongings may be allowed on site except if kept in locker provided by the Principal Contractor that is disinfected daily.

**o.3 No communal drinking facilities (shared cups etcetera)**

The Principal Contractor shall request employees to bring their own water to site and also provide adequate supplies of bottled water when required. Empty bottles to be disposed of as normal waste. Training and awareness to address procedures and the importance of good hygiene practice.

**o.4 Larger meeting areas/ preferably use technology (Skype, Zoom, Microsoft teams)**

The Principal Contractor shall limit the number of employees at all activities to the minimum required to do the work in a safe manner. Where possible meetings must be held in open areas limited to essential personnel. Technological alternatives to be utilised for meeting attendance if possible. Training and awareness to address procedures and the importance of social distancing.

**o.5 Eating areas**

The Principal Contractor shall limit the number of employees at all activities to the minimum. Stagger lunchbreaks and resting periods for work teams. Training and awareness to address procedures and the importance of good hygiene practice and social distancing.

Employees are required to stay on site once they have entered it and not use local shops. No food deliveries to be allowed to the site.

Dedicated eating areas should be identified on site to reduce food waste and contamination.

- a. Break times should be staggered to reduce congestion and contact at all times.
- b. Hand cleaning facilities or hand sanitiser (with at least 70% alcohol content) should be available at the entrance of any room or area where people eat and should be used by employees when entering and leaving the area;
- c. Employees should be instructed to bring pre-prepared meals and refillable drinking bottles from home;
- d. Social distancing to be applied whilst eating and avoid all contact;



- e. Where catering is provided on site, it should provide pre-prepared and wrapped food only;
  - Payments should be taken by contactless card wherever possible; and
  - Crockery, eating utensils, cups etcetera. should be disposable if supplied.
- f. Drinking water should be provided with enhanced cleaning measures of the tap mechanism introduced;
- g. Tables should be cleaned and disinfected between each use;
- h. All rubbish should be put straight in the bin and not left for someone else to clear up; and
- i. All areas used for eating must be thoroughly cleaned at the end of each break and shift, including chairs, door handles, vending machines and payment devices.

#### **5.28.5 Communication**

The Principal Contractor must inform the client via the professional team (i.e. project manager) of any infection incidents that have exposed the health and safety of employees or other persons on site.

The reporting should also include a schedule of employees that have tested positive for COVID-19 as well as employees who have recovered and returned to work after quarantine.

### **6. Health and safety policy**

The principal contractor has to provide the Client, as an annexure to the health and safety plan, with a detailed health and safety policy outlining the principal contractor's stance on and principles adopted for health and safety.

### **7. Cost for health and safety measures during the construction process**

To enable the Client to comply with Construction Regulation 5(1)(g), all potential principal contractors submitting tenders/bids have to demonstrate to the Client that sufficient provision has been made for the cost to implement and maintain the health and safety plan proposed by the principal contractor to meet the requirements of this health and safety specification as well as that of the OHSACT and its Regulations.

A detailed schedule of costs has to be included in the health and safety plan submitted as part of the potential principal contractor's tender document. Failure by the principal contractor to adhere to this requirement will force the Client to reject the tender/bid in terms of Construction Regulation 5(1)(h).

## 8. Project specific risk assessment requirements

See Annexure 5.

## 9. Overview of annexures

Annexure 1: Legal compliance assessment.  
 Annexure 2: Measuring injury experience.  
 Annexure 3: SHE risk management report.  
 Annexure 4: Guide to risk assessments.  
 Annexure 5: List of risk assessments.

## 10. Enquiries

For any enquiries regarding this occupational health and safety specification, please contact –

Name: Bertie Viljoen Pr CHSA  
 EMPOWERisk  
 Tel: 012 819 1600  
 Cell: 082 415 3714  
 Fax: 086 672 9573  
 E-mail: bviljoen@empowerisk.co.za

**Johannesburg Development  
Agency (Pty) Ltd (JDA)**



**Occupational health and safety  
specification for the construction of  
the Naledi Clinic – Addendum to  
provide for occupational health  
requirements**

**Proudly prepared by**

**EMPOWERisk Management Services (Pty) Ltd**



**June 2022**

# Occupational health and safety specification for the construction of the Naledi Clinic – Addendum to provide for occupational health requirements

## 1. Occupational health

The principal contractor shall ensure that –

- a. the work area and surrounding site, which is part of the operational area, are at all times maintained to a reasonably practicable level of hygiene and cleanliness; and
- b. all areas, where work is performed, are kept neat, clean and orderly without any unnecessary waste.

### 1.1 Risk assessment

The principal contractor shall undertake a risk assessment to identify the potential health hazards that employees and other affected persons are or may be exposed to during the construction process and also identify the appropriate risk mitigation measures to be taken and maintained to ensure the health of employees and affected persons.

### 1.2 Health hazards

The principal contractor shall ensure that appropriate measures are put in place to prevent exposure to health hazards such as hazardous biological agents, viruses, the accidental inhalation, ingestion, and absorption of any hazardous substance, high noise level exposure etcetera.

### 1.3 Medical surveillance

The principal contractor shall provide for the management of an employee medical surveillance program that will ensure the following:

- a. All employees on site undergo routine medical examinations specific to the work to be performed taking into account the hazard and risk exposures. This must address pre-employment examination, periodic examination as required, and exit examinations.
- b. Where medical examinations are governed by legislation, the principal contractor shall ensure the legislative requirements are complied with by all employees.
- c. All the employees performing work on site are declared medically fit for the work they are to perform.
- d. Employees are notified confidentially by the construction health and safety officer or other appropriate delegated person of the results and interpretation of their medical examinations on any abnormal findings, health conditions, referrals or recommendations made as well as any restrictions that may become evident from medical examinations.
- e. Maintain written confirmation/proof of the consultation, notification and communication with the employee, provided that, the required proof does not contain any confidential, sensitive, highly personal or information

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which might place the employee in an uncomfortable or disconcerting state or situation when such information is known by others.

- f. In the event of referrals or recommendations for additional testing or consultation with health specialists, proof of action taken by the principal contractor should be maintained. Action taken could be a scheduled appointment with a specialist, an appointment for the additional testing etcetera.
- g. Copies of valid medical certificates of fitness are available in the occupational health and safety file. The requirements above are founded on a duty of care towards employees to ensure employees are made aware of any health conditions or health restrictions which may have resulted from or may be aggravated by work activities on site or associated areas. The consultation, notification and communication with the employee should, with the employees' written consent, be made available upon request for verification by the client, regulatory authority or their representatives.

#### 1.4 SARS-CoV-2

In line with the Code of Practice: Managing exposure to SARS-CoV-2 in the workplace of 2022, the principal contractor must develop a Workplace Plan addressing among others the following:

- a. Appointment of a SARS-CoV-2 Compliance Officer.
- b. Detailed procedure adopted to reduce the risk of infection or transfer to employees or affected persons. The procedure should among others provide for –
  1. No employee may be allowed to perform their duties or to enter the employment premises if the employee is not wearing a face mask while performing their duties.
  2. Gatherings and meetings at the workplace for work purposes are permitted subject to strict adherence to all health protocols and social distancing measures, i.e. attendance to be limited to fifty percent (50%) of the meeting venue's capacity.
  3. Social distancing – how will that be implemented and maintained. If not practicable physical barriers to be placed between work stations.
  4. Measures taken to minimise contact between employees as well as employees and other persons.
  5. Response when an infected person (i.e. tested positive or is symptomatic) is identified.
  6. Isolation area to be provided and maintained on site to ensure that any person presenting symptoms could be isolated whilst arrangements are made to transport the person to a facility for self-isolation.
  7. Return to work protocols, i.e. who will evaluate and what medical information to be submitted when an employee wants to return to work, for example a negative SARS-CoV-2 test.
  8. All employees to be duly inducted as well as regularly informed to understand the severity, relevant information as well as control measures to comply with requirements.

9. Ventilation inside confined spaces such as offices.
  10. Raise awareness among construction workers of the risk of infection, promote early diagnosis and assist affected persons.
  11. Display suitable awareness posters at all applicable areas such as high-traffic areas as well as replacement to ensure relevancy.
  12. Provide and display information regarding counselling, support and care for those that are affected.
  13. Identify, provide and maintain the required personal protective equipment based on a relevant risk assessment, including the correct use, removing and replacement as well as disposal.
  14. Encourage employees to report and undergo SARS-CoV-2 testing should they encounter any applicable symptoms.
  15. Establish methods of identifying persons who may be at risk, and support them without attracting stigma and discrimination. This could include employees who have conditions that put them at higher risk of serious illness (e.g. diabetes, HIV/AIDS, tuberculosis, heart and lung disease).
  16. Management of medical surveillance.
  17. Management of SARS-COV-2 waste, i.e. used masks, gloves etcetera, as this is regarded as infected or when applicable hazardous waste and as such waste bins with lids and labelled as hazardous waste as well as sealed bags to be provided.
  18. The procedure adopted to deal with any employee exercising the right to refuse to work due to circumstances which, with reasonable justification, appear to that employee to pose an imminent and serious risk of him/her being exposed to SARS-CoV-2 virus infection.
- c. Reporting of any incidents to the Project Manager and client.
  - d. Development of project specific business continuity plan.

## 1.5 Smoking

The principal contractor must ensure that a smoking policy is developed and maintained for the project providing among others for -

- a. no person to be allowed to smoke on site, other than in demarcated smoking areas.
- b. The establishment and maintenance of designated smoking areas in terms of the Tobacco Product Control Act (No. 83 of 1993) as amended and the National Health Act (No. 61 of 2003) as amended.
- c. The following signage should also be displayed at the designated smoking areas:
  1. "Smoking of tobacco products is harmful to your health and to the health of children, pregnant or breastfeeding women and non-smokers. For help to quit phone (011) 720 3145."
  2. "Any person who fails to comply with this notice shall be prosecuted and may be liable to a fine."

## 2. Contact details

For any enquiries regarding this addendum to the occupational health and safety specifications, please contact –

Name: Bertie Viljoen Pr CHSA  
EMPOWERisk  
Tel: 012 819 1600  
Cell: 082 415 3714  
Fax: 086 672 9573  
E-mail: [bviljoen@empowerisk.co.za](mailto:bviljoen@empowerisk.co.za)

# **Johannesburg Development Agency (Pty) Ltd**



## **Annexure 1**

### **Legal compliance assessment**

Proudly prepared by

**EMPOWERisk Management Services (Pty) Ltd**



October 2018



# Occupational health, -safety and environment: Risk assessment checklist

(Based on the Construction Regulations of the Occupational Health and Safety Act)

\* Denotes items applicable to both construction sites, contractor plant and storage yards

ELEMENT	REMARKS
1. Administrative and legal requirements	
2. Education, training and promotion	
3. Public safety, security measures and emergency preparedness	
4. Personal protective equipment	
5. Housekeeping	
6. Working at heights (including roof work)	
7. Scaffolding and temporary work	
8. Ladders	
9. Electrical safeguarding	
10. Emergency, fire prevention and protection	
11. Excavations and demolition	
12. Tools	
13. Cranes	
14. Builder's hoist hoists	
15. Transport and materials handling equipment	
16. Site plant and machinery	
17. Plant and storage yard or site workshop specifics	
18. Workplace environment, health and hygiene	

## 1. Administrative and Legal Requirements

OHSACT Section or Regulation	Subject	Requirements	Yes/No
Construction Regulation 3	<b>Application for construction permit</b>	Should the project qualifies to trigger this requirement - <ul style="list-style-type: none"> <li>• Application for permit lodged;</li> <li>• Copy of construction permit in the OHS file; and</li> <li>• Is the site specific permit number conspicuously displayed at the main entrance.</li> </ul>	

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OHSACT Section or Regulation	Subject	Requirements	Yes/No
Construction Regulation 4	<b>Notice of carrying out Construction work</b>	For construction projects where no permit is required - <ul style="list-style-type: none"> <li>Was the Department of Labour notified; and</li> <li>Is a copy of notice available on site.</li> </ul>	
General Admin. Regulation 4	<b>Copy of OHSACT</b>	Updated copy of the OHSACT and Regulations on site. Readily available for perusal by all employees.	
COID Act Section 80 and Construction Regulation 5(1)(j)	<b>Registration with Compensation Commissioner or other approved compensation insurer</b>	Written proof of registration/Letter of good standing available on site.	
Construction Regulation 4 and 5(1)	<b>OHSACT specification, plans and program</b>	OHSACT spec received from JDA. OHSACT plan developed. OHSACT program implemented. Plans and program updated regularly.	
Section 8(2)(d) Construction Regulation 9	<b>Hazard identification and risk assessment</b>	Competent risk assessor appointed in writing Proof of risk assessor's competence available on site Risk assessment and –plan drawn up and updated. Baseline risk assessment undertaken prior to commencement of construction work. Copy of baseline risk assessment available on site. Continued risk assessments undertaken and recorded. Copies of ongoing risk assessments available on site. Employees and sub-contractors informed and trained by a competent person in the risk assessment before work commences and an ongoing basis thereafter. Health and safety committee or employee representatives consulted on the monitoring and review of the risk assessments.	
Section 16(2)	<b>Assigned duties (Managers)</b>	Responsibility of complying with the OHSACT assigned to other person/s by CEO.	
Construction Regulation 8(1)	<b>Designation of person ultimately responsible for occupational health and safety on site</b>	Competent person appointed in writing as construction manager.	
Construction Regulation 8(2)	<b>Designation of assistant construction manager</b>	Competent person appointed in writing as assistant construction manager.	

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OHSACT Section or Regulation	Subject	Requirements	Yes/No
Construction Regulation 8(7)	<b>Designation of person responsible for ensuring occupational health and safety compliance</b>	Competent person appointed in writing as construction supervisor.	
Construction Regulation 8(8)	<b>Designation of assistant for responsible person</b>	Competent person(s) appointed in writing as assistant construction supervisors.	
Section 17 & 18 and General Administrative Regulations 6 and 7	<b>Election and designation of occupational health and safety representatives</b>	More than 20 employees - one representative and one additional representative for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified. Meaningful reports. Reports actioned by management.	
Section 19 and 20 and General Administrative Regulations 5	<b>Occupational health and safety committee/s</b>	Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by management.	
Section 37(1) and (2)	<b>Agreement with mandataries, contractors and sub-contractors</b>	Written agreement with contractors and sub-contractors. Updated list of contractors and sub-contractors displayed. Proof of Registration with Compensation Commissioner or Compensation Insurer as well as Letter of Good Standing. Construction Supervisor designated. Written arrangements regarding representatives and committee. Written arrangements regarding first-aid.	
Construction Regulation 7(1)(c) and 7(2)(a)	<b>Management of sub-contractors</b>	Has the principal contractor – <ul style="list-style-type: none"> <li>provided all sub-contractors with relevant sections of the client's OHS specification</li> <li>formally evaluated and approved all sub-contractors' OHS plans.</li> <li>ensured that the sub-contractors appointed made sufficient provision for the costs to be incurred to implement and maintain their OHS plan.</li> </ul>	
Construction Regulation 7(1)(g)	<b>Medical certificates of fitness</b>	Are medical certificates of fitness (issued by an occupational health practitioners) specific to the construction work performed available for all employees on site	
Section 24 and General Administrative Regulation 8 COIDA Act Section 38, 39 and 41	<b>Reporting incidents (Department of Labour)</b>	Incident reporting procedure displayed. All incidents in terms of section 24 reported to the Provincial Director, Department of Labour, within 3 days (Annexure 1 and/or WCL 1 or 2). Cases of occupational disease reported.	

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OHSACT Section or Regulation	Subject	Requirements	Yes/No
		Copies of reports available on site. Record of first-aid injuries kept.	
General Administrative Regulation 9	<b>Investigation and recording of incidents</b>	All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. Copies of reports (Annexure 1) available on site. Tabled at committee meeting. Actioned taken by site management.	
Construction Regulation 10	<b>Fall protection</b>	Competent person appointed to draw up and supervise the fall protection plan. Proof of appointees' competence available on site. Risk assessment carried out for work at heights. Fall protection plan drawn up and updated. Plan available on site.	
Construction Regulation 10(5)	<b>Roof work</b>	Competent person appointed to plan and supervise roof work. Proof of appointees' competence available on site. Risk assessment carried out. Roof work plan drawn up and updated. Roof work inspect before each shift and inspection register kept. Employees medically examined for physical and psychological fitness and written proof on site.	
Construction Regulation 12	<b>Temporary works</b>	Competent person appointed in writing as temporary works designer to inspect and approved any erected temporary works before use. Proof of appointees' competence available on site. Competent person appointed in writing as temporary works supervisor. Proof of appointees' competence available on site. Risk assessment carried out for work on temporary works structures. Temporary works drawings approved by temporary works designer and available on site. Other relevant documentation that includes construction sequence and method statements available on site. Competent person(s) appointed in writing to: <ul style="list-style-type: none"> <li>erect, move or dismantle temporary works structures; and</li> <li>examine and check all temporary works structures before being used;</li> </ul> Written proof of competence of above	

OHSACT Section or Regulation	Subject	Requirements	Yes/No
		<p>appointees.</p> <p>Temporary work structures are inspected:</p> <ul style="list-style-type: none"> <li>• before, during and after the placement of concrete;</li> <li>• after inclement weather;</li> <li>• after a load was imposed;</li> <li>• daily whilst in place; and</li> <li>• before stripping or dismantling and inspection register kept.</li> </ul> <p>Inspection registers kept.</p> <p>Fall protection plan drawn up and updated.</p> <p>Plan available on site.</p>	
Construction Regulation 16	<b>Scaffolding</b>	<p>Competent persons appointed in writing to:</p> <ul style="list-style-type: none"> <li>• erect scaffolding (scaffold erector/s);</li> <li>• act as scaffold team leaders; and</li> <li>• inspect scaffolding weekly and after inclement weather (scaffold inspector/s).</li> </ul> <p>Written proof of competence of above appointees.</p> <p>Appointees available on site.</p> <p>Copy of SANS 10085 available on site.</p> <p>Risk assessment carried out.</p> <p>Inspected weekly and/or after bad weather. Inspection register/s kept.</p>	
Construction Regulation 17	<b>Suspended platforms</b>	<p>Competent persons appointed in writing to:</p> <ul style="list-style-type: none"> <li>• control the erection of suspended platforms;</li> <li>• act as suspended platform team leaders; and</li> <li>• inspect suspended scaffolding weekly and after inclement weather.</li> </ul> <p>Risk assessment conducted.</p> <p>Certificate of authorisation issued by a registered professional engineer available on site and copy forwarded to the Department of Labour.</p> <p>The following inspections of the whole installation carried out by a competent person</p> <ul style="list-style-type: none"> <li>• after erection and before use;</li> <li>• daily prior to use; and</li> <li>• inspection register kept.</li> </ul> <p>The following tests to be conducted by a competent person:</p> <ul style="list-style-type: none"> <li>• load test of whole installation and working parts every 12 months; and</li> <li>• hoisting ropes, hooks and load attaching devices quarterly; and</li> <li>• tests log book kept.</li> </ul>	

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OHSACT Section or Regulation	Subject	Requirements	Yes/No
		Employees working on suspended platforms should be medically examined for physical and psychological fitness. Written proof available.	
Construction Regulation 13	<b>Excavations</b>	Competent person/s appointed in writing to supervise and inspect excavation work. Written proof of competence of above appointee/s available on site. Risk assessment carried out. Excavations inspected: <ul style="list-style-type: none"> <li>• before every shift;</li> <li>• after any blasting;</li> <li>• after an unexpected fall of ground;</li> <li>• after any substantial damage to the shoring; and</li> <li>• after rain.</li> </ul> Inspections register kept. Method statement developed where explosives will be and/or are used.	
Construction Regulation 14	<b>Demolition work</b>	Competent person/s appointed in writing to supervise and control demolition work. Written proof of competence of above appointee/s available on site. Risk assessment carried out. Engineering survey and method statement available on site. Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept.	
Construction Regulation 19	<b>Materials hoist</b>	Competent person appointed in writing to inspect the material hoist. Written proof of competence of above appointee available on site. Materials hoist to be inspected weekly by a competent person. Inspection register kept.	
Construction Regulation 26	<b>Water environments (including caissons and cofferdams)</b>	Competent person appointed in writing to supervise, control and inspect work on or over water and the construction, installation, and dismantling of caissons and/or cofferdams. Written proof of competence of above appointee available on site. Risk assessment carried by a competent person on a daily basis. Inspection register kept.	
Construction Regulation 21	<b>Explosive actuated fastening devices</b>	Competent person appointed to control the issue of the Explosive actuated fastening devices and cartridges as well as the service, maintenance and cleaning. Register kept of above. Empty cartridge cases, nails and fixing	

OHSACT Section or Regulation	Subject	Requirements	Yes/No
		bolts returns recorded. Cleaned daily after use.	
Construction Regulation 20	<b>Bulk mixing plant</b>	Competent person appointed to control the operation of the bulk mixing plant as well as the service, maintenance and cleaning of this plant. Register kept of above. Risk assessment carried out. Bulk mixing plant to be inspected weekly by a competent person and inspections register kept.	
Construction Regulation 15 and Mine Health and Safety Act	<b>Tunnelling</b>	Complying with Mines Health and Safety Act (29 of 1996). Risk Assessment carried out.	
Construction Regulation 22 Driven Machinery Regulations 18 and 19	<b>Cranes and lifting machines equipment</b>	Competent person appointed in writing to inspect cranes, lifting machines and equipment. Written proof of competence of above appointee available on site. Cranes and lifting tackle identified and numbered. Register kept for lifting tackle. Logbook kept for each individual crane. Inspection: <ul style="list-style-type: none"> <li>• <b>All cranes:</b> Daily by operator.</li> <li>• <b>Tower cranes:</b> After erection and thereafter 6 monthly.</li> <li>• <b>Other cranes:</b> Annually by competent person.</li> <li>• <b>Lifting tackle (slings, ropes, chain slings etcetera):</b> Three monthly.</li> </ul>	
Construction Regulation 24 Electrical Machinery Regulations 9 and 10 Electrical Installation Regulations	<b>Inspection and maintenance of electrical installation and equipment (including portable electrical tools)</b>	Competent person appointed in writing to inspect/test the installation and equipment. Written proof of competence of above appointee available on site. Inspections: <ul style="list-style-type: none"> <li>• Electrical installation and equipment inspected after installation, alterations and quarterly thereafter. Inspection registers kept.</li> <li>• Portable electric tools and -lights and extension leads identified/numbered.</li> </ul> Monthly visual inspection by user, issuer or storeman. Register kept.	
Diving Regulations	<b>Diving operations</b>	Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection and testing by an approved inspection authority of equipment used. Written proof of competence of above appointee available on site. Proof of registration of all divers present on site available. Risk assessment carried out.	

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OHSACT Section or Regulation	Subject	Requirements	Yes/No
		<p>Diving manual produced and available on site.</p> <p>Record of voice communications kept.</p> <p>Diving operations record kept.</p> <p>Each diver keeps a personal logbook and entries countersigned by the diving supervisor.</p> <p>Decompression tables available on site.</p> <p>Records of any decompression illness kept.</p> <p>Certificate of manufacture of any compression chamber or diving bell in use available on site.</p>	
Construction Regulation 28 General Safety Regulation 8(1)(a)	<b>Designation of stacking and storage supervisor</b>	<p>Competent persons with specific knowledge and experience designated to supervise all stacking and storage.</p> <p>Written proof of competence of above appointee available on site.</p>	
Construction Regulation 29 Environmental Regulation 9	<b>Designation of a person to coordinate emergency planning and fire protection</b>	<p>Person/s with specific knowledge and experience designated to coordinate emergency contingency planning and execution and fire prevention measures.</p> <p>Emergency evacuation plan:</p> <ul style="list-style-type: none"> <li>• Developed and available on site;</li> <li>• Drilled and practiced; and</li> <li>• Records of drills and practices available on site.</li> </ul> <p>Fire risk assessment carried out.</p> <p>All fire extinguishing equipment:</p> <ul style="list-style-type: none"> <li>• Identified and on register;</li> <li>• Inspected weekly and inspection registers kept;</li> <li>• Replaced after use; and</li> <li>• Serviced annually.</li> </ul>	
General Safety Regulation 3	<b>First-aid</b>	<p>Every workplace provided with sufficient number of first-aid boxes (required where 5 persons or more are employed).</p> <p>First-aid boxes freely available.</p> <p>Content of boxes as per the minimum requirements of the OHSACT.</p> <p>One qualified first-aider appointed for every 50 employees (required where more than 10 persons are employed).</p> <p>List of First-aiders and competency certificates available on site.</p> <p>Name and contact details of person in charge of first-aid box clearly displayed.</p> <p>Location of first-aid boxes clearly demarcated.</p> <p>Signs instructing employees to report all injuries and/or illness including first-aid injuries.</p>	



OHSACT Section or Regulation	Subject	Requirements	Yes/No
General Safety Regulation 2	<b>Personal protective equipment (PPE)</b>	PPE risk assessment carried out. Items of PPE prescribed and use enforced. Records of issue kept. Undertaking by employee to use and/or wear PPE.	
General Safety Regulation 9	<b>Inspection and use of welding and/or flame cutting equipment</b>	Competent person/s with specific knowledge and experience designated to inspect electric arc, gas welding and flame cutting equipment. Written proof of competence of above appointee available on site. Equipment identified/numbered and entered into a register. Equipment inspected monthly. Inspection register kept.	
Hazardous Chemical Substances (HCS) Regulations Construction Regulation 25	<b>Control of storage and usage of HCS and other flammables</b>	Competent person/s with specific knowledge and experience designated to control the storage and usage of HCS (including flammables). Written proof of competence of above appointee available on site. Risk assessment carried out. Register of HCS kept and/or used on site.	
Pressure Regulations	<b>Pressure (PV)</b>	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections and testing of PVs. Written proof of competence of above appointee available on site. Risk assessment carried out. Certificates of manufacture available on site. Register of PVs on site. Inspections and testing by approved inspection authority (AIA): <ul style="list-style-type: none"> <li>• after installation, re-erection or repairs;</li> <li>• every 36 months; and</li> <li>• register or log kept of inspections, tests, modifications and repair on site.</li> </ul>	
Construction Regulation 23	<b>Construction vehicles and earth moving equipment</b>	Operators or drivers appointed to: <ul style="list-style-type: none"> <li>• Carry out a daily inspection prior to use; and</li> <li>• Drive the vehicle or plant that he/she is competent to drive or operate.</li> </ul> Written proof of competence of above appointee available on site. Record of daily inspections kept on site. Medical assessments.	
General Safety Regulation 13A	<b>Inspection of Ladders</b>	Competent person appointed in writing to inspect ladders.	

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OHSACT Section or Regulation	Subject	Requirements	Yes/No
		Ladders inspected at arrival on site and monthly thereafter. Inspections register kept on site.	
General Safety Regulation 13B	<b>Ramps</b>	Competent person appointed in writing to supervise the erection and inspection of ramps. Inspection register kept on site.	

## 2. Education, training and promotion

Subject	Requirement	Yes/No
*Occupational Health and Safety Policy as per OHSACT Section 7(1)	Policy signed by CEO and published and communicated to employees. Policy displayed on employee notice boards. Management and employees committed.	
*Company and site health and safety rules as per OHSACT Section 13(a)	Rules published. Rules displayed on employee notice boards. Rules issued and explained to employees with written proof hereof. Follow-up to ensure employees understand and adhere to the rules.	
*Induction and task safety training as per OHSACT Section 13(a)	All new employees receive health and safety induction training. Training includes task safety instructions. Employees acknowledge receipt of training. Follow-up to ensure employees understand and adhere to instructions.	
*General health and safety training as per OHSACT Section 13(a)	All employees receive basic health and safety training. Written proof kept. Operators of plant and equipment receive specialised training. Follow-up to ensure employees understand and adhere to instructions.	
*Occupational health and safety promotion	Incident experience board indicating among others - <ul style="list-style-type: none"> <li>• Number of hours worked without an injury; and</li> <li>• Number of days worked without an injury.</li> </ul> Safety grading - Board kept up to date. Relevant safety posters displayed and changed regularly. Employee notice board for health and safety notices. Site health and safety competitions. Company health and safety competition. Participation in regional health and safety competitions. Suggestion scheme.	

## 3. Public safety, security measures and emergency preparedness

Subject	Requirement	Yes/No
*Notices and signs	Notices and signs at entrances along perimeters indicating <b>“No unauthorised entry”</b> and <b>“Entry at own risk”</b> . Notices and signs at entrance instructing visitors and non-employees what to do, where to go and where to report on entering the site or yard with directional signs for example <b>“Visitors to report to office”</b> . Notices and signs posted to warn of overhead work and other	

Subject	Requirement	Yes/No
	hazardous activities for example <b>General Warning Signs</b> .	
Site safeguarding	Nets, canopies, stills, fans etcetera to protect members of the public passing and/or entering the site.	
*Security measures	Access control measures and register in operation. Security patrols after hours and weekends. Sufficient lighting after dark. Guard has access to telephone or other means of emergency communication.	
*Emergency preparedness	Emergency contact numbers displayed near telephone. Emergency evacuation instructions posted up on all notice boards (including employees' notice boards). Emergency contingency plan available on site or in yard. Doors open outwards and unobstructed. Emergency alarm audible all over (including in toilets).	
*Emergency drill and evacuation	Adequate number of employees trained to use fire equipment. Emergency evacuation plan available, displayed and practiced. (See Section 1 for designation and register).	

#### 4. Personal protective equipment (PPE)

Subject	Requirement	Yes/No
*PPE needs analysis	Need for PPE identified and prescribed in writing.	
*Head protection	It is compulsory for all persons on site to wear safety helmets including sub-contractors and visitors (where prescribed).	
*Foot protection	All persons on site have to wear safety footwear including gumboots for concrete or wet work and non-slip shoes for roof work.	
*Eye and face protection	Eye and face protection (such as goggles, face shields, welding helmets) to be used when operating the following: <ul style="list-style-type: none"> <li>• Jack or kango hammers;</li> <li>• Angle or bench grinders;</li> <li>• Electric drills (overhead work into concrete, cement and bricks);</li> <li>• Explosive actuated fastening devices;</li> <li>• Concrete vibrators or pokers;</li> <li>• Hammers and chisels;</li> <li>• Cutting or welding torches;</li> <li>• Arc welding equipment;</li> <li>• Skill or bench saws; and</li> <li>• Spray-painting equipment etcetera.</li> </ul>	
*Hearing protection	Hearing Protectors (such as muffs, plugs) used when operating the following: <ul style="list-style-type: none"> <li>• Jack or kango hammers;</li> <li>• Explosive actuated fastening devices; and</li> <li>• Wood or aluminium working machines such as saws, planers, routers.</li> </ul>	
*Hand protection	Protective gloves to be worn by employees handling or using: <ul style="list-style-type: none"> <li>• Cement, bricks, steel or chemicals;</li> <li>• Welding equipment;</li> <li>• Hammers and chisels; and</li> <li>• Jack or kango hammers etcetera.</li> </ul>	
*Respiratory protection	Suitable and efficient respirators to be worn correctly by employees handling or using:	

Subject	Requirement	Yes/No
	<ul style="list-style-type: none"> <li>• Dry cement;</li> <li>• Dusty areas;</li> <li>• Hazardous chemicals;</li> <li>• Angle grinders; and</li> <li>• Spray-painting etcetera.</li> </ul>	
*Fall Prevention Equipment	<p>Suitable fall arrest equipment correctly used by persons working on or in unguarded, elevated positions such as:</p> <ul style="list-style-type: none"> <li>• Scaffolding;</li> <li>• Riggers;</li> <li>• Lift shafts;</li> <li>• Edge work; and</li> <li>• Ring beam edges etcetera.</li> </ul> <p>Other applicable methods of fall prevention should also be applied such as catch nets.</p>	
*Protective clothing	All jobs requiring protective clothing (such as overalls, rain wear, welding aprons etcetera) to be identified and clothing worn.	
*PPE issue and control	<p>Identified equipment to be issued free of charge.</p> <p>All PPE should be maintained in good condition (i.e. regular checks).</p> <p>Workers instructed in the proper use and maintenance of PPE.</p> <p>Commitment obtained from wearer accepting conditions and to wear the PPE.</p> <p>Record of PPE issued kept on file.</p>	

## 5. Housekeeping

Subject	Requirement	Yes/No
*Scrap removal system	<p>All items of scrap, unusable off cuts, rubble and redundant material removed from working areas on a regular basis.</p> <p>Scrap and/or waste removal from heights by chute, hoist or crane (i.e. nothing thrown or swept over sides).</p> <p>Scrap disposed of in designated containers or areas.</p> <p>Removal from site or yard on a regular basis.</p>	
Stacking and storage (See Section 1 for designation and register)	<p>Stacking:</p> <ul style="list-style-type: none"> <li>• Stable;</li> <li>• On firm level surface or base;</li> <li>• Not leaning and/or collapsing;</li> <li>• Irregular shapes bonded;</li> <li>• Not exceeding 3 times the base;</li> <li>• Stacks accessible; and</li> <li>• Removal from top only.</li> </ul> <p>Storage:</p> <ul style="list-style-type: none"> <li>• Adequate storage areas provided;</li> <li>• Functional for example demarcated storage areas, racks, bins etcetera;</li> <li>• Special areas identified and demarcated for example flammable gas, cement etcetera:</li> <li>• Neat, safe, stable and square;</li> <li>• Store and storage areas clear of superfluous material;</li> <li>• Storage behind sheds etcetera should be neat and under control; and</li> <li>• Storage areas free from weeds, litter etcetera.</li> </ul>	

Subject	Requirement	Yes/No
*Waste control or reclamation	Re-usable off cuts and other re-useable material removed daily and kept to a minimum in the work areas. All re-useable materials neatly stacked or stored in designated areas (i.e. nails removed or bent over in re-useable timber). Issue of hardware, nails, screws and cartridges etcetera should be controlled and return of unused items monitored.	
Sub-contractors	Sub-contractors required to comply with the site or yard's housekeeping requirements.	

## 6. Working at heights (including roof work)

Subject	Requirement	Yes/No
Openings	Unprotected openings adequately guarded, fenced and barricaded with catch nets installed where necessary. Covers over openings in roof of robust construction and secured against displacement.	
General requirements	Roof work discontinued when bad or hazardous weather prevails. Fall protection measures (including warning notices) when working close to edges or on fragile roofing material.	

## 7. Scaffolding and temporary work

Subject	Requirement	Yes/No
Access and system scaffolding (See Section 1 for designation and register)	Foundation firm and stable. Sufficient bracing. Tied to structure and secured from side or cross movement. Platform boards in good condition and secured. Sufficient platform boards to be used. Handrails and toe boards provided. Access ladders or stairs provided. Area/s under scaffolding tidy. Safe and unsafe for use signs to be used. Complying with OHSACT and SANS 10085.	
Free Standing Scaffolding	Foundation firm and stable. Sufficient bracing. Platform boards in good condition and secured. Sufficient platform boards to be used. Handrails and toe boards provided. Access ladders or stairs provided. Area/s under scaffolding tidy. Safe or unsafe for use signs to be used. Height and base ratio correct. Outriggers used and tied to structure where necessary. Complying with OHSACT and SANS 10085.	
*Mobile scaffolding	Foundation firm and stable. Sufficient bracing. Platform boards in good condition and secured. Sufficient platform boards to be used. Handrails and toe boards provided. Access ladders or stairs provided. Area/s under scaffolding tidy. Safe and unsafe for use signs to be used.	

Subject	Requirement	Yes/No
	Wheels and swivels in good condition Brakes working and applied. Height to base ratio correct. Outriggers used where necessary. Complying with OHSACT and SANS 10085.	
Suspended scaffolding	Outriggers securely supported and anchored. Correct number of steel wire ropes used. Platform as close as possible to the structure. Handrails on all sides. All winches, ropes, cables and brakes inspected regularly. Inspection registers kept on site. Scaffolding complies with OHSACT. Winches maintained by competent person.	
Temporary works	All components in good condition. Foundation firm and stable. Adequate bracing and stability ensured. Good workmanship, uprights straight and plum. Good cantilever construction. Safe access provided. Areas under support work tidy. Same standards as for system scaffolding.	
Special scaffolding	Special scaffolding for example cantilever, jib and truss-out scaffolds erected to an acceptable standard and inspected by specialists. Inspection registers to be kept on site.	
Edges and openings	Edges barricaded to acceptable standards. Manhole openings covered and/or barricaded. Openings in floor and other openings covered, barricaded or fenced. Stairs provided with handrails. Lift shafts barricaded or fenced off.	

## 8. Ladders

Subject	Requirement	Yes/No
*Physical condition, use and storage (See Section 1 for designation and register)	Stepladders – hinges, stays, braces and stiles in order. Extension ladders – ropes, rungs, stiles, safety latch and hook in order. Extension or straight ladders secured or tied at the bottom or top. No joined ladders used. All ladders stored on hooks or racks and not on ground. Ladders protrude 900 mm above landings, platforms or roof. Fixed ladders higher than 5 m have cages or fall arrest system.	

## 9. Electrical safeguarding

Subject	Requirement	Yes/No
*Electrical distribution boards and earth leakage	Colour coded, numbered and symbolic sign displayed. Area in front kept clear and unobstructed. Fitted with inside cover plate, openings blanked off and no exposed “live” conductors or terminals. Door kept close.	

Subject	Requirement	Yes/No
	Switches and/or circuit breakers identified. Earth leakage protection unit fitted and operating. Tested with instrument - test results within 15 – 30 milli-amps. Aperture openings provided for the plugging in and removal of extension leads without the need to open the door.	
*Electrical installations and wiring	Temporary wiring or extension leads in good condition with no bare or exposed wires. Earthing continuity and polarity correct: <b>“Brown is live, Blue is neutral, Green and Yellow earth the lot”</b> Cables protected from mechanical damage and moisture. Correct loading observed for example no heating appliance used from lighting circuit etcetera. Light fittings and lamps protected from mechanical damage/moisture.	
*Physical condition of electrical appliances and tools	Electrical Equipment and Tools (includes all items plugging in to a 15 Amp supply socket): <ul style="list-style-type: none"> <li>• Insulation and casing in good condition.</li> <li>• Earth wire connected or intact where not of double insulated design.</li> <li>• Double insulation mark where no earth wire.</li> <li>• Cord in good condition/no bare wires/secured to machine &amp; plug.</li> <li>• Plug in good condition, connected correctly and correct polarity.</li> </ul>	

## 10. Emergency, fire prevention and protection

Subject	Requirement	Yes/No
*Fire extinguishing equipment (See Section 1 for designation and register)	Fire Risks Identified and on record. Fire Extinguishing Equipment available for: <ul style="list-style-type: none"> <li>• Offices;</li> <li>• General stores;</li> <li>• Flammable store;</li> <li>• Fuel storage tanks;</li> <li>• Gas welding or cutting operations; and</li> <li>• Where flammable substances are being used or applied.</li> </ul>	
*Maintenance	Fire equipment serviced minimum annually, but preferably 6 monthly.	
*Location & Signs	Fire Extinguishing Equipment: <ul style="list-style-type: none"> <li>• Clearly visible;</li> <li>• Unobstructed; and</li> <li>• Sign posted including “No Smoking” and “No Naked Lights” where required i.e. (flammable store, gas store, fuel tanks etc.).</li> </ul>	
* Storage issue and control of flammables (incl. gas cylinders)	Storage area provided for flammables with suitable doors, ventilation, bund etcetera. Flammable store neat and tidy with no Class A combustibles. Decanting of flammable substances carried out in ignition free and adequately ventilated area. Container bonding principles applied. Only sufficient quantities issued for one day’s use. Special gas cylinder store or storage area. Gas cylinders stored, used and transported upright and secured	

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Subject	Requirement	Yes/No
	in trolley, cradle or structure that is well ventilated. Types of gas cylinders identified and stored separately. Full cylinders stored separately from empty cylinders.	
*Storage, issue and control of Hazardous Chemical Substances (HCS) (See Section 1 for designation and register)	HCS storage principles applied i.e. products segregated. Provision made for leakage and spillage containment. Emergency (serviceable) showers and eye wash facilities provided. HCS under lock and key as well as controlled by designated person. Decanted or issued in containers with information and warning labels. Disposal of unwanted HCS by recognised disposal agent.	

## 11. Excavations and demolition

Subject	Requirement	Yes/No
Excavations deeper than 1.5 m. (See Section 1 for designation and register)	Shored or braced to prevent caving or falling in. Provided with an access ladder. Excavations guarded, barricaded or lighted after dark in public areas. Soil dumped at least 1 m away from edge of excavation. On sloping ground soil dumped on lower side of excavation.	

## 12. Tools

Subject	Requirement	Yes/No
*Hand tools	Shovels, Spades and Picks: <ul style="list-style-type: none"> <li>Handles free from cracks and splinters;</li> <li>Handles fit securely; and</li> <li>Working end sharp and true.</li> </ul> Hammers: <ul style="list-style-type: none"> <li>Good quality handles, no pipe or reinforcing steel handles;</li> <li>Handles free from cracks and splinters; and</li> <li>Handles fit securely.</li> </ul> Chisels: <ul style="list-style-type: none"> <li>No mushroomed heads or heads chamfered;</li> <li>Not hardened; and</li> <li>Cutting edge sharp and square.</li> </ul> Saws: <ul style="list-style-type: none"> <li>Teeth sharp and set correctly; and</li> <li>Correct saw used for the job.</li> </ul>	
*Explosive actuated fastening devices (See Section 1 for designation and register)	Only used by trained and authorised personnel. Prescribed warning signs placed or displayed where tool is in use. Inspected at least monthly by competent person and results recorded in on site register. Issue and return recorded including cartridges or nails and unused cartridges, nails, empty shells recorded. Cleaned daily after use in on site register.	



### 13. Cranes

Subject	Requirement	Yes/No
Tower crane (See Section 1 for designation and register)	<p>Only operated by trained authorised operator with valid certificate of training.</p> <p>Certificate available on site.</p> <p>Structure - no visible defects.</p> <p>Electrical installation good and safe.</p> <p>Crane hook - throat pop marked, safety latch fitted and functional.</p> <p>SWL/MML displayed.</p> <p>Limit switches fitted and operational.</p> <p>Access ladder fitted with backrests or fall arrest system installed.</p> <p>Lifting tackle in good condition and inspection colour coding current.</p>	
*Mobile crane (See Section 1 for designation and register)	<p>Only operated by trained authorised operator with valid certificate of training.</p> <p>Certificate available on site.</p> <p>Rear view mirrors and windscreen visibility good.</p> <p>Windscreen wipers operating effectively.</p> <p>Indicators operational.</p> <p>Hooter working.</p> <p>Tyres safe with sufficient tread and pressure visibly sufficient.</p> <p>No missing wheel nuts.</p> <p>Headlights, taillights operational.</p> <p>Grease nipples and grease on all joints.</p> <p>No visible oil leaks.</p> <p>Hydraulic pipes visibly sound with no leaks.</p> <p>No undue corrosion on battery terminals.</p> <p>Boom visibly in good condition with no apparent damage.</p> <p>Cable and sheaves greased with no visible damage, split wires or corrosion.</p> <p>Brakes working properly.</p> <p>Crane hook - throat pop marked, safety latch fitted and functional.</p> <p>SWL/MML displayed.</p> <p>By-pass valves operational.</p> <p>Deflection chart displayed and visible to operator or driver.</p> <p>Outriggers functional used.</p>	
*Gantry crane	<p>Only operated by trained authorised persons.</p> <p>Correct slinging techniques used.</p> <p>Recognised displayed on chart signals used.</p> <p>Log book kept up to date.</p> <p>Prescribed inspections conducted on crane and lifting tackle.</p> <p>"Crane overhead" signage, where applicable.</p> <p>Crane hook - throat pop marked, safety latch fitted and functional.</p> <p>SWL/MML displayed and load limiting switches fitted and operational.</p>	

### 14. Builder's hoist

Subject	Requirement	Yes/No
Builder's hoist (See Section 1 for designation and register)	<p><b>"Hoist in operation"</b> - sign displayed.</p> <p>General construction strong and free from latent defects.</p> <p>Tower:</p>	

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Subject	Requirement	Yes/No
	<ul style="list-style-type: none"> <li>Adequately secured and braced.</li> <li>At least 900 mm available for over travel.</li> <li>Barricaded at least 2 100 mm high at ground level and floors.</li> <li>Landing place provided with gate at least 1 800 high.</li> </ul> Platform: <ul style="list-style-type: none"> <li>No persons conveyed on platform.</li> <li>Steel wire ropes with breaking strain of six times maximum weight.</li> <li>Signal systems used.</li> <li>Goods prevented from moving/falling off.</li> <li>Effective brake capable of holding maximum weight.</li> </ul>	

## 15. Transport and materials handling equipment

Subject	Requirement	Yes/No
*Site vehicles	<p>All site vehicles, dumpers, bobcats, loaders etcetera checked daily before used by driver or operator.</p> <p>Inventory of vehicles used/operated on site.</p> <p>Inspection by means of a checklist and results recorded.</p> <p>No persons riding on equipment not designed for passengers.</p> <p>Site speed limit posted and not exceeded.</p> <p>Drivers and operators trained and licensed.</p> <p>Licenses available on site.</p> <p>No unauthorised persons allowed to drive or operate equipment.</p>	
Conveyors	<p>Conveyor belt nip points and drive guarded.</p> <p>Emergency stop and lever brake fitted, clearly marked and accessible.</p>	

## 16. Site plant and machinery

Subject	Requirement	Yes/No
Brick cutting machine	<p>Operator trained and only authorised persons use the machine.</p> <p>Emergency stop switch clearly marked and accessible.</p> <p>Area around the machine dry and slip or trip free as well as clear of off cuts.</p> <p>All moving drive parts guarded.</p> <p>Electrical supply cable protected.</p> <p>Operator using correct PPE i.e. eye, face, hearing, foot, hands and body.</p>	
*Electric arc welder	<p>Welder trained.</p> <p>Only authorised and trained persons use welder.</p> <p>Adequately earthed.</p> <p>Electrode holder in good condition and safe.</p> <p>Cables, clamps, lugs and connectors in good condition.</p> <p>Area in which welding machine is used is dry and protected from wet.</p> <p>Welder using correct PPE i.e. eye, face, foot, body and respiratory.</p> <p>Screens and warning signs placed.</p>	
*Woodworking machines	<p>Operator's trained and only authorised persons use machines.</p> <p>Provided with guards and guards used.</p> <p>Operators using correct PPE i.e. eye, face, foot and hearing.</p>	

Subject	Requirement	Yes/No
*Compressors	Relief valves set, locked and sealed. Maximum safe working pressure (MSWP) indicated on face of pressure gauge face and not on glass cover. All drives adequately guarded. Receiver and lines drained daily. Hoses good condition and clamped, not wired.	
Concrete mixer and bulk mixing plant	Top platform provided with guardrails. Dust abatement methods in use. Operators using correct PPE i.e. eye, hands and respiratory. All moving drive parts guarded. Emergency stops identified, indicated and accessible. Area kept clean, dry and free from tripping and slipping hazards. Banksman identified and crane signals displayed and used.	
*Gas welding and flame cutting equipment	Only authorised and trained persons use the equipment. Torches and gauges in good condition. Flashback arrestors fitted at cylinders and gauges. Hoses in good condition, correct type and all connections with clamps. Cylinders stored, used and transported in upright position, secured in trolley or cradle. Fire prevention control methods applied. Hot work permits.	

## 17. Plant and storage yard or site workshop specifics

Subject	Requirement	Yes/No
OHSACT, Section 8(2)(1) General Machinery Regulation 2(1) <b>Supervision of the use and maintenance of machinery</b>	Persons with specific knowledge and experience designated to supervise the use and maintenance of machinery. Critical items of machinery identified, numbered and placed on register or inventory. Inspection or maintenance schedules for abovementioned. Inspections or maintenance carried out to above schedules. Results recorded.	
General Machinery Regulation 9(2) <b>Notices regarding operation of machinery</b>	Schedule D notice posted in work areas.	
Pressure Equipment Regulations <b>Supervision of the use and maintenance of pressure equipment such as pressure vessels (PV)</b>	Persons with specific knowledge and experience designated to Supervise the use and maintenance of PVs. PVs identified, numbered and placed on register. Manufacturers plate intact. Inspection or maintenance schedules for abovementioned. Inspections or maintenance carried out to above schedules. Results recorded and test certificates available.	
<b>Lock-out procedure</b>	Lock-out procedure in operation.	
<b>Ergonomics</b>	Ergonomics survey conducted. Results on record. Survey results applied.	
<b>Demarcation and colour coding</b>	Demarcation principles applied. All services, pipes, electrical installation, stop-start controls, emergency controls etcetera colour coded to own published or SABS standard. Employees trained to identify colour coding.	

Subject	Requirement	Yes/No
<b>Portable and bench grinders</b>	Area around grinder clear and trip/slip free. Bench grinders mounted securely and grinder generally in good condition. No excessive vibration. On and off switch or button clearly demarcated and accessible. Adequate guards in place. Tool rest – secure, square and maximum 2 mm gap. Stone or disk - correct type and size, mounted correctly and dressed. Use of eye protection enforced.	
<b>Ancillary lifting equipment</b>	Chain blocks, tirlors, jacks and mobile gantries etcetera identified and numbered on register. Chains in good condition and links no excessive wear. Lifting hooks – throat pop marked and safety latch fitted. SWL/MML marked or displayed.	
<b>Presses, guillotines and shears</b>	Only operated by trained and authorised persons. PPE used by operators Interlocks or lockouts fitted.	

## 18. Workplace environment, health and hygiene

Subject	Requirement	Yes/No
*Lighting	Adequate lighting in places where work is being executed for example stairwells and basements or after sunset. Light fittings placed and installed causing no irritating or blinding glare.	
*Ventilation	Adequate ventilation, extraction and exhausting in hazardous areas for example where chemicals and adhesives are stored, welding takes place and where petrol or diesel motors are running in confined spaces or basements.	
*Noise	Tasks identified where noise exceeds 85 dBa. All reasonable steps taken to reduce noise levels at the source. Hearing protection used where noise levels could not be reduced to below 85 dBa.	
*Heat stress	Measures in place to prevent heat exhaustion in heat stress problem areas e.g. steel decks, when the WBGT index reaches 30 (see Environmental Regulation 4). Cold drinking water readily available when extreme temperatures are experienced.	
*Ablution facilities	Sufficient toilets provided for men and women separately i.e. 1 per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites). Toilet paper available. Sufficient showers provided for men and women separately. Facilities for washing hands provided. Soap available for washing hands. Means of drying hands available. Changing facilities or area provided for men and women separately. Ablution facilities hygienic and clean.	
*Eating and cooking facilities	Adequate storage facilities provided. Weather protected eating area provided, separate from changing area. Refuse bins with lids provided. Facilities clean and hygienic.	

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Subject	Requirement	Yes/No
*Pollution of environment	Measures in place to minimize dust generation. Accumulation of empty cement pockets, plastic wrapping or bags, packing materials etcetera prevented. Spillage or discarding of oil, chemicals and diesel into storm water and other drains prevented.	
*Hazardous chemical substances (See Section 1 for designation and register)	All substances identified and list available e.g. acids, flammables, poisons etc. Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available. Substances stored safely.	

Name of person who have undertaken the assessment

\_\_\_\_\_

Signature

Date

Received by

Designation

Date

Tabled at health and safety committee

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

# **Johannesburg Development Agency (Pty) Ltd**



## **Annexure 2**

### **Measuring injury experience**

**Proudly prepared by**

**EMPOWERisk Management Services (Pty) Ltd**



**October 2018**

## Measuring injury experience

### 1. Background

Injury experience has traditionally been measured by the use of a disabling injury frequency rate, the so-called "DIFR". The DIFR is calculated by multiplying the number of disabling injuries by 1 million and dividing by the number of person-hours worked.

The DIFR has recently been replaced internationally with a disabling injury incidence rate (DIIR). The only difference between the two rates are that the 1 million in the calculation is replaced with 200 000 (200 000 purported to be the number of hours and average person works in a lifetime).

The use of the two rates above has proved to be somewhat problematical as they are open to manipulation and disabling injuries are often "hidden" by returning the injured employee to the workplace so as not to lose a shift and therefore having to register a disabling injury.

The construction industry recently decided to promote the use of a new frequency rate based on the number of compensation injury claims, as these are more difficult to hide or manipulate because the reporting of compensationable injuries is a legal requirement.

The industry is hoping that adoption of this new measurement of injury experience will enable the industry to monitor itself as far as work related injuries are concerned.

### 2. Compensation Incidence Frequency Rate (CIFR)

#### 2.1 Formula

$$\frac{\text{No of compensation claims} \times 200\,000}{220 \text{ person hours} \times \text{No of employees}}$$

#### 2.2 Definitions

<b>No of compensation claims:</b>	The number of claims lodged with the Commissioner or COID insurer for the period under review.
<b>200 000:</b>	The fixed factor to align the rate with other rates used internationally.
<b>Person hours worked Include:</b>	Hourly paid employees Sub-contractors (No of employees X *220 each) Staff (No of employees X *220 hours each)

**220 person-hours:**

The \*average number of hours worked by one employee in one month in the construction industry.

**Note:** \* Overtime, absence on leave or sick leave, unrecorded after hours time worked by senior and middle management factored into this average.

**No of employees:**

The actual or average number of employees employed for the period under review.



# **Johannesburg Development Agency (Pty) Ltd**



## **Annexure 3**

### **Safety, Health and Environment: Example of risk management report**

Proudly prepared by

**EMPOWERisk Management Services (Pty) Ltd**



October 2018

## Safety, Health and Environment (SHE): Example of risk management report

Please note that this is an example only and all information is fictitious.

### XYZ Construction

#### SHE risk management report for the period January 2014 to March 2014

#### 1. Introduction

We trust that this quarterly SHE Risk Management report will provide a clear picture of the company's performance as far as occupational health, safety and environment is concerned.

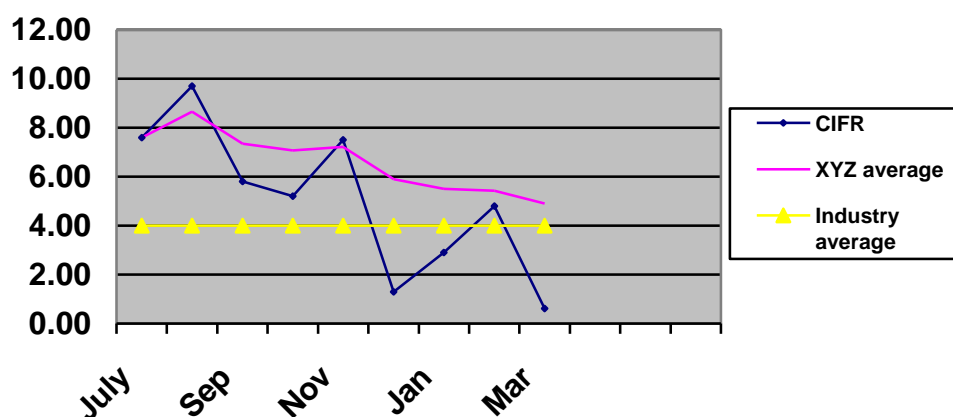
The first quarter of 2014 generally reflected an improvement in injury experience and indicates a decline in the number of injuries. Although Building was the only division where there was an increase in compensation claims, figures are still well down from the average 2013 figures. A sub-contractor experienced one fatality.

All divisions are eagerly awaiting the final implementation during May 2014 of the new electronic SHE Management system that will provide the tools to implement the SHE programme and make it available to all management and supervisory staff.

#### 2. Incident statistics

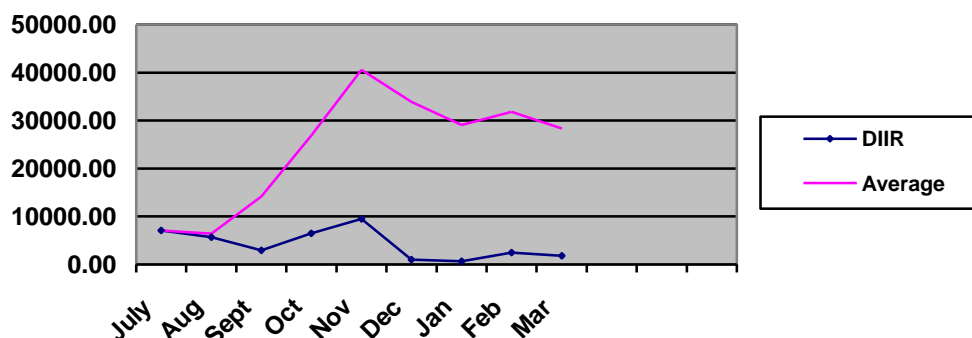
##### 2.1 Compensation Incident Frequency Rate (CIFR)

$$\text{CIFR} = \frac{\text{No of compensation claims} \times 200\,000}{220 \text{ person hours} \times \text{No of employees}}$$



## 2.2 Disabling Injury Incidence Rate (DIIR)

$$\text{DIIR} = \frac{\text{No disabling injuries} \times 200\,000}{\text{Person hours worked}}$$



## 2.3. Other major incidents

Three other major incidents were experienced in the period under review:

- 2.3.1. A major trench collapsed at Job. 00123: XYZ Head Office, Braamfontein: No personnel injured, extensive damage to foundations: 3 days delay.
- 2.3.2. A concrete dumper ran away when its brakes failed. It smashed into the glass façade of the building on Job 00332: McDonalds, Randburg. The driver jumped off and was not injured. Cost of damage to façade: R45 000.
- 2.3.3. A storage hut on Job 00567: BP Petrol Station, Swartruggens was demolished by fire when the night watchman made a fire inside the storage hut which contained concrete vibrators and leveling machines. Cost of replacing the hut and machines: R30 000.

## 3. Risk areas

The following items of concern need priority consideration by management:

- 3.1. New employees must undergo pre-employment medical examinations to:
  - protect XYZ from possible claims at a later stage
  - ensure that only capable persons are employed
  - prevent injuries and illness in the workplace
  - enhance XYZ image
- 3.2. Vehicle drivers and plant operators must be instructed to inspect their vehicles daily before start-up using the prescribed checklists to ensure that these are safe to operate and in good condition.

#### 4. Risk assessments

Three SHE risk assessments were conducted in February and March:

Job 00432:	Gillooly's Mall	Compliance: 56%
Job 00786:	Cullinan Head Office	Compliance: 83%
Job 00589:	Cleveland Station	Compliance: 76%

#### 5. Training

One hundred and forty two employees, representing 7% of employees, attended nine training courses. \*Our objective is to train 5,5% of employees on a quarterly basis.

Month	No. of Employees Trained	Course	Source
January	26 15 3	Induction OH&S Reps Crane Drivers	Internal Consultant External
February	23 17	Induction OH&S Reps	Internal Consultant
March	43 9 3 3	Induction OH&S Reps Bomag Rollers First Aiders	Internal Consultant Supplier St. John's

#### 6. Legal matters

- 6.1. An inspector of the Department of Labour issued an improvement notice on Job 00987: Giloolley's Mall. The notice requires that all scaffolding comply with the SABS standards for the Erection and Maintenance of Access Scaffolding (SANS 085). This is currently being attended to and the inspector will return on 15 April 2014 to ascertain if the notice has been complied with.

#### 7. Occupational health matters

##### 7.1 HIV Aids

The proposed clinic will soon be operational and we will then be able to send our employees who have tested positive for HIV/Aids to the clinic for counseling and eventual treatment when necessary.

The mobile clinic attended to and tested fifty employees on a voluntary basis at 3 sites this month. Eighteen of them tested positive.

## 7.2 Tuberculosis (TB)

The mobile clinic will be calling at Gillooly's Mall and Cleveland Station on 15 and 16 April 2014 respectively to screen employees for TB.

## 7.3 Noise

All suspected noise pollution areas have been identified and tested and the results are awaited. Employees working in areas testing over 85dBa will be issued with suitable hearing protectors.

## 8. Environmental measures

Inspectors from the Botswana Department of Environment visited Djwaneng and inspected the site and yard. They gave it a "clean bill of health" and advised that we should increase the dust control measures by spraying roads three times per day with water instead of the present twice per day.

## 9. Achievements and awards

- 9.1 The client at Djwaneng (Job 00786) awarded the XYZ site first position in the housekeeping competition conducted bi-monthly by the client's SHE managers. The project manager and his team are to be congratulated for this sterling effort.
- 9.2 Job 0987: Refurbishment of Pretoria Main Railway Station has just completed 1 million compensation claim free days. This was no easy achievement if we consider the conditions being worked under after the extensive fire that caused major damage.

## SHE Risk Manager

2014-03-31

**Source:** SAFCEC Occupational Health and Safety Committee

# **Johannesburg Development Agency (Pty) Ltd**



## **Annexure 4**

### **Guide to risk assessments**

Proudly prepared by

**EMPOWERisk Management Services (Pty) Ltd**



**October 2018**

## Guide to risk assessments

### 1. Nine steps to effective risk assessments

- Step 1 : Identifying the current as well as emerging hazard, risks or exposures.  
 Step 2 : Aim to identify major hazards, don't waste time on the minor and detail except if such hazard has the potential be repeat itself on a frequent basis.  
 Step 3 : Involve as many people as possible in the ongoing risk assessment process especially those at risk.  
 Step 4 : Gather all the information and analyse it.  
 Step 5 : Look at what actually could or has occurred including non-routine operations.  
 Step 6 : Use a systematic approach to ensure all hazards are adequately addressed.  
 Step 7 : Assess the risks identified or the risk has occurred by taking into account the effectiveness of current as well as controls under consideration.  
 Step 8 : Ensure the process is practical, realistic, cost and business effective.  
 Step 9 : Always record the assessment in writing including i.e. assumptions, date and why a particular decision has been made.

### 2. How serious is it?

#### Probability

- A Common  
 B Has Happened  
 C Could Happen  
 D Not Likely  
 E Practically impossible

#### Consequences

- 1 Fatality or permanent disability.  
 2 Major injury.  
 3 Average Lost Time Injury.  
 4 Minor Injury.  
 5 Medical Treatment or less.

		Probability				
		A	B	C	D	E
Consequence	1	1	2	3	4	5
	2	2	3	4	5	6
	3	3	4	5	6	7
	4	4	5	6	7	8
	5	5	6	7	8	9

#### Risk rating

- 1 - 3 = Serious  
 4 - 5 = High  
 6 - 7 = Moderate  
 8 - 9 = Acceptable

#### Action

- Immediate (within 1 week).  
 Within 1 month.  
 > 4 weeks.  
 No action but will consider from time to time.

# **Johannesburg Development Agency (Pty) Ltd**



## **Annexure 5**

### **List of risk assessments**

**Proudly prepared by**

**EMPOWERisk Management Services (Pty) Ltd**



**June 2020**



## List of risk assessments

Aggregate/Sand Delivery  
 Arc welding  
 Brickwork  
 Compressed gas cylinders-handling  
 Compressors – Air  
 Cutting of pipes  
 Distribution boards – Electrical  
 Drivers – of vehicles  
 Electrical installation – Maintenance of  
 Excavation work  
 Excavator  
 Exposure to poisonous animals or insects  
 Fire prevention and protection  
 Front end loader  
 Fuel supply  
 Gas welding-cutting operations  
 Hand and spray painting  
 Hand tools  
 Kerb laying  
 Landscaping  
 Laying of pipes  
 Laying of storm water drains  
 Levelling – of materials  
 Loading supervisor  
 Loading/unloading - of trucks  
 Machine operator  
 Material delivery  
 Material handling  
 Occupational health (including COVID-19)  
 Placing concrete  
 Plastering  
 Portable ladders  
 Refuelling vehicles/plant  
 Scaffolding  
 Site establishment  
 Traffic control  
 Trenches – Digging of  
 Use of portable electrical tools  
 Work in fall risk positions  
 Working close to existing services i.e.  
 electrical, waste water etc  
 Working close to traffic  
 Working in inclement weather



## ANNEXURE

### F.3.11.3 – Evaluation of Tender Offers

The tenderers bidding for GRADE 7 GB, 4EB and 4EP will be required to achieve a minimum score of 256.50 points (95%) in the technical evaluation out of a possible 270 points in order to be considered further in the evaluation process.

Variable	Total Points	Criteria	Description of criteria	Points
<b>(A) SMME Plan</b>	40	Detailed SMME Plan (Project Specific) concentrating on the following: <ol style="list-style-type: none"> <li>1. Quality assurance and control procedures.</li> <li>2. Clear organisational structure for support and managing of SMMEs (and SMME labourers), includes roles and responsibility of the SMME supervisor, site agent and office staff.</li> <li>3. Skills transfer aside of the JDA training budget provision.</li> <li>4. Detailed methodology of how contracts, payments and financial assistance to SMMEs will be managed.</li> </ol>	Points will be allocated as per the criteria	All items addressed: 40  3 items addressed: 30  2 items addressed: 20  1 items addressed: 10
<b>(B) Company Experience and Track record on building works projects, with a</b>	<b>100</b>	Five (5) or more Projects competed	Points will only be allocated for building works projects completed with the minimum contract	<b>100</b>
		Four (4) Projects completed		<b>80</b>
		Three (3) Project completed		<b>60</b>

<p><b>minimum value of R20 million. These include projects related to construction of schools, clinics, public transport facilities, multi-purpose centres, libraries, community halls, fire station, swimming pools, sports hubs etc.</b></p>		Two (2) Project completed	<p>sum of R20 million within the past five years. The demonstrated experience must be accompanied by reference letters indicating rated / satisfactory performance.</p> <p>This letter must be on a Client letterhead with Client Representative (not consultants) telephonic and email details for verification by the JDA.</p> <p>Completion certificates and appointment letters will <b>not</b> afford bidders points.</p>	<b>40</b>
		One (1) Project completed		<b>20</b>

<p><b>(C) Experience of proposed key personnel.</b></p> <p><b>(Copies of qualifications are required for Contracts Manager, Site Agent, Site Engineer and OHS officer)</b></p>	130	<p>Contracts Manager: a minimum of a National Diploma and 10 years' experience as Contracts Manager. The CV should state the minimum value of R 20 million of works executed in building related projects (<b>schools, clinics, public transport facilities, multi-purpose centres, libraries, community halls, fire station, swimming pools, sports hubs etc. )</b> and registered as a Professional Construction Manager (Pr. CM) with the SACPCMP</p>	<p>Points will only be allocated for experience on building projects of the proposed key person.</p>	50
		<p>Site Agent: Site Agent with minimum 10 years of experience as a Site Agent. The CV should state the minimum value of R 20 million of works on major building works projects (<b>schools, clinics, public transport facilities, multi-purpose centres, libraries, community halls, fire station, swimming pools, sports hubs etc.),</b> with minimum qualification of a BTech in the Built Environment</p>		15
		<p>Site Engineer: Site Engineer with minimum 8 years of experience as a Site Engineer. The CV should state the minimum value of R 20 million of works. on major building works projects (<b>schools, clinics, public transport facilities, multi-purpose centres, libraries, community halls, fire</b></p>		15

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

## **Form B17: CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI)**

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

### **1. What is personal information?**

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

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

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

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

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

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

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

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

JDA

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

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

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

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

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

- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide JDA with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if JDA agrees to same in writing. JDA specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.
- In order to withdraw consent, please contact the JDA Information Officer/SCM
- A copy of the full JDA policy is available.
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify JDA so that our records may be updated. JDA will largely rely on the individual to ensure that personal information is correct and accurate.

The individual has the right to access their personal information that JDA may have in its possession and are entitled to request the identity of which third parties have received and/or processed

JDA



personal information for the purpose. Please note however, that any request in this regard may be declined if:

- the information comes under legal privilege in the course of litigation,
- the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
- giving access may cause a third party to refuse to provide similar information to JDA,
- the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
- the information as it is disclosed may result in the disclosure of another person's information,
- the information contains an opinion about another person and that person has not consented, and/or
- the disclosure is prohibited by law.

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

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

Bidder Signature:	Date:
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