

TENDER REFERENCE: ROC 04 2025/ 26

TENDER FOR CONSTRUCTION OF CONCRETE BERM STRIPS AT VARIOUS CEMETERIES IN THE SEVEN REGIONS OF THE CITY OF TSHWANE: THREE YEAR PERIOD, AS AND WHEN REQUIRED.

VOLUME 1

A Tender for category 2CE or higher CIDB registered contractors

ISSUED BY:	PREPARED BY:
The Divisional Head <u>Supply Chain Management Unit</u> Tshwane House 320 Madiba Street Pretoria CBD 0002 Tel: 012 358 6070	The Group Head <u>Regional Operations and Coordination</u> P O Box 440 PRETORIA 0001 Tel: (012) 358 4041

Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	CoT Vendor No:
CIDB CRS Number (s):	CSD Number (s):
Contact Person:	
Tel. No:	E-Mail Address:
Cell No:	Fax No:

ONLY BIDDERS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD) AND WITH A CSD NUMBER WILL BE CONSIDERED FOR THIS TENDER, AS THIS IS A REQUIREMENT FROM THE NATIONAL TREASURY.

“NOTE: BIDDERS ARE REQUIRED TO SUBMIT ELECTRONIC COPIES OF THE BID EITHER BY MEMORY STICK/USB.

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PORTION 1: TENDER

PART T1: TENDER PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

THIS TENDER IS NOT AVAILABLE ON THE INTERNET

ROC 04 2025/ 26 CITY OF TSHWANE REGIONAL OPERATIONS & COORDINATION

ROC 04 2025/ 26 TENDER FOR THE CONSTRUCTION OF CONCRETE BERM STRIPS AT VARIOUS CEMETERIES IN THE SEVEN REGIONS OF THE CITY OF TSHWANE FOR A THREE-YEAR PERIOD, AS AND WHEN REQUIRED.

Tenders are hereby invited for the above work.

Tenderers should have a Construction Industry Development Board CIDB contractor grading designation of 2CE or higher.

Tenders will be evaluated on the basis of awarding points for specific goals for the Construction Charter Scorecard and quality of the tenderer. The 80/20 Preference Point System will be applied to the all tenders.

- 80 points for price
- 20 points for Specific goals

Tender documents are downloadable on National Treasury e-tender website (www.etenders.gov.za) and the City's Website (www.tshwane.gov.za).

The arrangements for a **compulsory clarification meeting** are as stated in the tender notice and invitation to tender.

Venue: Eersterust Civic Centre, 282 Hans Coverdale Road West, Eersterust

Date: 26 January 2026 at 10:00

The lowest or any tender will not necessarily be accepted, and the Municipality reserves the right to accept any tender as a whole or in part or no tender.

Tenders must remain valid for a period of 90 days after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Municipality.

The closing time for receipt of tenders is **20 February 2026 at 10:00** Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to the Divisional Head, SUPPLY CHAIN MANAGEMENT, PRETORIA, 0001 and must be submitted in the tender box situated at the City of Tshwane: Supply Chain Management, Tshwane House, 320 Madiba Street, Pretoria CBD, 0002. Tenders will be opened at the latter address at the time indicated.

ENQUIRIES: Project Coordinator Wouter Koekemoer
Tel (Office): 012- 358 1496
E-Mail: wouterk@tshwane.gov.za

SUPPLY CHAIN EQUIRIES: Contact: Relebogile Malatswane
Telephone: 012 358- 2735
E mail: RelebogileM@tshwane.gov.za

Mr Johann Mettler
CITY MANAGER

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure C of Standard for Uniformity in Engineering and Construction Works Contracts (Board Notice 423 Government Gazette No 42622 of 8 August 2019)**, bound into Section T1.2

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender to which it mainly applies.

CLAUSE NUMBER	TENDER DATA
C.1.1 Actions	The Employer is City of Tshwane Metropolitan Municipality
C.1.2 Tender Documents	<p><u>Volume 1: Tender Document</u></p> <p>THE TENDER</p> <p>Part T1:Tendering Procedures</p> <p>T1.1 – Tender data</p> <p>T1.2 – Standard Conditions of Tender</p> <p>Part T2:Returnable documents</p> <p>T2.1 – List of returnable documents</p> <p>T2.2 – Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 – Form of offer and acceptance</p> <p>C1.2 – Contract data</p> <p>C1.3 – Form of guarantee</p> <p>C1.4 – Guarantee (Cash deposit)</p> <p>C1.5 – Health and safety agreement</p> <p>C1.6 – Adjudicator’s contract</p> <p>Part C2: Pricing Data and Pricing Schedule</p> <p>C2 – Pricing Data and Pricing Schedule</p> <p>Part C3: Scope of work</p> <p>C3 – Scope of work</p> <p>Part C4: Site information</p> <p>C4 – Additional information</p>
C.1.3 Interpretation C.1.3.4	Add the following new clause:

CLAUSE NUMBER	TENDER DATA
	<i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English.</i>
C.1.4 Communication and Project Coordinator/ Deputy Directors (Regional Project Managers)	<p>ROC Department Project Coordinator: Wouter Koekemoer (WouterK@tshwane.gov.za)</p> <p>Regional Project Managers:</p> <p>Region 1: Tsholofelo D. Morolong (TsholofeloMalo@TSHWANE.GOV.ZA)</p> <p>Region 2: Tom G.B. Smith (TomS@TSHWANE.GOV.ZA)</p> <p>Region 3: Tshepo Mompei (TshepoM@TSHWANE.GOV.ZA)</p> <p>Region 4: Mpho Mafela (MphoMa@TSHWANE.GOV.ZA)</p> <p>Region 5: Kenneth M. Phakoago (KennethPh@TSHWANE.GOV.ZA)</p> <p>Region 6: Fanyana Mokoena (FanyanaM@TSHWANE.GOV.ZA)</p> <p>Region 7: Raesetja M. Mbewe (RaesetjaS@TSHWANE.GOV.ZA)</p> <p>* Regional Project Managers means the person appointed as the Deputy Director responsible for cemeteries in the respective Region or the person appointed to act on his/her behalf is a delegate of the Regional Head with the responsibility to ensure that the terms and conditions stipulated in the tender are honoured by the Tenderer.</p>
C.2.1 Eligibility	<p>Mandatory requirements as stated in paragraph C.3.11.2 (page 17-19) should be adhered to.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of a joint venture is registered with the CIDB within 10 days of the closing date of tenderers; the lead partner has a contractor grading designation in the <u>1CE or higher class of construction work</u>; and The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation in accordance with the sum tendered for a <u>2CE or higher class of construction work</u>

CLAUSE NUMBER	TENDER DATA
	or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.
C.2.2 Cost of Tendering	The employer <u>will not</u> compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
C.2.5 Reference Documents	<p>Add the following:</p> <p>Unless specified otherwise in this document, the following standards and conditions of contract will be applicable under this Contract:</p> <ul style="list-style-type: none"> • The document “<i>Standard Specifications for Municipal Civil Engineering Works</i>”, <i>Third Edition, 2005</i>” issued by the Divisional Head: Roads and Stormwater of the City of Tshwane. This document is obtainable free of charge on the website www.tshwane.gov.za. • The latest print version as current at 30 days before close of tenders of the document “<i>General Conditions of Contract for Construction Works 3rd Edition, 2015</i>” including corrections thereto as current at 30 days before close of tenders, as published by the <i>South African Institution of Civil Engineering</i>. The document may be purchased in hard copy from the <i>South African Institution of Civil Engineering</i> or may be purchased online as an electronic reference document in PDF format by following the relevant links on www.saice.org.za. The corrections may be downloaded from the SAICE website www.saice.org.za.
C.2.7 Clarification meeting	The arrangements for a compulsory clarification meeting are as stated in the tender notice and invitation to tender.
C.2.8 Seek clarification	<p><u>Replace</u> the clause with the following:</p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least <u>7 (seven) working days</u> before the closing time stated in the tender data.</i></p> <p>The document is downloadable on the National Treasury website (www.etenders.gov.za) and City of Tshwane website (www.tshwane.gov.za)</p>
C.2.9 Insurance	<p><u>Add</u> the following to the clause</p> <p>Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions</p>

CLAUSE NUMBER	TENDER DATA
	of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
C.2.12 Alternative offers	No alternative tender offers will be considered.
C.2.13 Submitting a tender offer	<ul style="list-style-type: none"> The tender offer <u>shall be completed in non-erasable black ink pen</u> Any entry made by the tenderer in the document which the tenderer desires to change, <u>shall not be erased or painted out</u>. A line shall be drawn through the incorrect entry and the correct entry shall be written above in <u>non-erasable black ink</u> and the <u>full signature</u> of the tenderer shall be placed next to the correction.
C.2.13.2	<p><u>Replace</u> the contents of the clause with the following:</p> <p><i>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume completed/ written in their entirety using black ink.</i></p> <p><i>All volumes are to be left intact in original format and no pages shall be removed or re-arranged</i></p>
C.2.13.3	<p>Parts of each tender offer communicated on paper shall be submitted as an <u>original</u>, plus a <u>scanned copy in PDF format on a Memory stick/flash disc (USB)</u>. This is to be on a flash disc (USB) attached to the original tender submission documents, adequately identifiable as belonging to the tenderer, be in PDF format scanned, and be in full colour.</p> <p>Each tenderer is required to submit the fully completed and signed tender submission document, attached to the original tender submission documents, adequately identifiable as belonging to the tenderer.</p>
C.2.13.4	<p><u>Add</u> the following to the clause</p> <p><i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i></p> <p><i>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</i></p>

CLAUSE NUMBER	TENDER DATA								
	<p><i>In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company.</i></p> <p><i>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member's behalf.</i></p> <p><i>In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender.</i></p> <p><i>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include <u>a resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorising a member of the joint venture to sign the documents on behalf of the joint venture.</i></p> <p><u>Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.</u></p>								
C.2.13 .5	<p>The identification details are:</p> <table border="0"> <tr> <td>Tender/Reference</td><td>ROC 04 2025/ 26</td></tr> <tr> <td>Tender Description:</td><td>TENDER FOR CONSTRUCTION OF CONCRETE BERM STRIPS AT VARIOUS CEMETERIES IN THE SEVEN REGIONS OF THE CITY OF TSHWANE: THREE YEAR PERIOD, AS AND WHEN REQUIERED</td></tr> <tr> <td>Closing Time:</td><td>Time 10:00</td></tr> <tr> <td>Closing Date:</td><td>Date: 20 FEBRUARY 2026</td></tr> </table>	Tender/Reference	ROC 04 2025/ 26	Tender Description:	TENDER FOR CONSTRUCTION OF CONCRETE BERM STRIPS AT VARIOUS CEMETERIES IN THE SEVEN REGIONS OF THE CITY OF TSHWANE: THREE YEAR PERIOD, AS AND WHEN REQUIERED	Closing Time:	Time 10:00	Closing Date:	Date: 20 FEBRUARY 2026
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	<p>Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be submitted (HAND DELIVERED) at:</p> <p>PROCUREMENT ADVICE CENTRE (TENDER BOX AT THE ENTRANCE OF TSHWANE HOUSE) Tshwane House 320 Madiba street Pretoria CBD 0183</p> <p>Please ensure that all required compliance documents are included upon submission as no additional documents will be requested from bidders after closing.</p>
C.2.13 .9	Telephonic, telegraphic, telex, facsimile or e-mailed offers will <u>not</u> be accepted
C.2.13 .10	<p><u>Add</u> the following sub- clause C.2.13.10:</p> <p><i>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</i></p>
C.2.14 Information and data to be completed in all respects	<p><u>Add</u> the following to the clause:</p> <p><i>The Tenderer is required to enter information in the following sections of the document:</i></p> <p><i>Section T2.2 : Returnable Schedules</i></p> <p><i>Section C1.1 : Form of Offer and Acceptance</i></p> <p><i>Section C1.2 : Contract Data (Part 2)</i></p> <p><i>Section C2.2 : Pricing Schedule</i></p> <p><i>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</i></p>

CLAUSE NUMBER	TENDER DATA
	<p><i>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</i></p> <p><i>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</i></p> <p><i>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</i></p> <p><i>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.</i></p>
C.2.15 Closing time	The closing time for submission of tender offers is stated in the tender notice and invitation to tender.
C.2.16 Tender offer validity C.2.16.5	<p>The tender offer validity period is 90 days.</p> <p>The validity period for the tender after closure is 90 days. The city shall have right and power to extend any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.</p> <p><u>Add</u> the following new clause</p> <p><i>If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</i></p>
C.2.16.6	<p><u>Add</u> the following new clause:</p> <p><i>Accept that should the Tenderer unilaterally withdraw his tender during the tender validity period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable</i></p>

CLAUSE NUMBER	TENDER DATA
	<i>tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed</i>
C.2.18 Provide other material	The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19 Inspections, tests and analysis	Add the following at the end of the clause: <i>....or upon written request.</i>
C.2.20 Submit securities, bonds, policies, etc.	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide what is required in Part C1 Agreements and Contract Data.
C.2.23 Certificates	Refer to Part T2 of this procurement document for a list of the documents that are to be returned with the tender.
C.2.24 Canvassing and obtaining of additional information by tenderers	Add the following new clause <i>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employers' officials or the Project Coordinator or Deputy Directors (Regional Project Managers)/ Employer's Agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</i> <i>The Tenderer shall not make any attempt to obtain particulars of any relevant information.</i>
C.2.25 Prohibitions on	Add the following new clause <i>The Employer is prohibited to award a tender to a person -</i>

CLAUSE NUMBER	TENDER DATA
<p><i>awards to persons in service of the state</i></p>	<p>a) <i>who is in the service of the state; or</i></p> <p>b) <i>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i></p> <p>c) <i>a person who is an advisor or consultant contracted with the municipality or municipal entity.</i></p> <p><i>In the service of the state means to be -</i></p> <p>a) <i>a member of:-</i></p> <ul style="list-style-type: none"> <i>• any municipal council;</i> <i>• any provincial legislature; or</i> <i>• the National Assembly or the National Council of Provinces;</i> <p>b) <i>a member of the board of directors of any municipal entity;</i></p> <p>c) <i>an official of any municipality or municipal entity;</i></p> <p>d) <i>an employee of any national or provincial department;</i></p> <p>e) <i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i></p> <p>f) <i>a member of the accounting authority of any national or provincial public entity; or</i></p> <p>g) <i>an employee of Parliament or a provincial legislature.</i></p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
<p>C.2.26 <i>Awards to close family members of persons in the service of the state</i></p>	<p><u>Add</u> the following new clause</p> <p><i>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including -</i></p> <p>a) <i>the name of that person;</i></p> <p>b) <i>the capacity in which that person is in the service of the state; and</i></p> <p>c) <i>the amount of the award.</i></p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Part T2 of this procurement document must be completed.</p>

CLAUSE NUMBER	TENDER DATA
C.2.27 Vendor registration	<p>Add the following new clause</p> <p><i>The contractor will be required to register as a supplier/ service provider on the City of Tshwane's vendor register before any payment can be done.</i></p> <p><i>If the tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.</i></p> <p><i>Vendor registration documents are available from the Procurement Advice Centre or can be downloaded from: Registration of Vendors – City of Tshwane</i></p> <p><i>All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.</i></p>
C.2.28 Tax	<p>Add the following new clause</p> <p>An original tax clearance certificate must be submitted with this tender document.</p> <p>In the case of a Joint Venture/Consortium the tax clearance certificate must be for the Joint Venture/Consortium and individual tax clearance certificates for the members of the Joint Venture/Consortium are not acceptable.</p> <p>National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that:</p> <p><i>The designated official(s) must verify the tenderer's tax compliance status prior to the finalisation of the award of the tender or price quotation.</i></p> <p><i>Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non- compliant status and the tenderer must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or eFiling</i></p>

CLAUSE NUMBER	TENDER DATA
	<p><i>Accept that the tenderer will be rejected if such tenderer fails to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18</i></p>
<p>C.2.29 B-BBEE Status Level of Contributor</p>	<p>A valid B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) must be submitted with this tender document.</p> <p>In the case of a Joint Venture/Consortium a valid B-BBEE Status Level of Contributor certificate must be submitted by each individual party to the Joint Venture/Consortium.</p> <p>Failure by the tenderer to comply with this clause will result in the tenderer scoring 0 points for preference.</p>
<p>C.3.1 Respond to requests from the tenderer</p> <p>C.3.1.1</p>	<p>The employer will respond to requests for clarification up to 7 (seven) working days before the tender closing time.</p>
<p>C.3.4 Opening of tender submissions</p>	<p>Upon request tenders will be opened immediately after the closing time for tenders. Bidders are also requested to refer to the City's website where their closing register will be published.</p>
<p>C.3.11 General .1</p>	<p>Method 1 will be used to evaluate all responsive tender offers in terms of the added new Clause C.3.11.2 of the Standard Conditions of Tender</p> <p>In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in C.3.11.2, C.3.11.3 and C3.11.4 below supported by proof/ documentation stated in the conditions of this tender.</p>

CLAUSE NUMBER	TENDER DATA															
	<p>Stages of Evaluation.</p> <p>The following stages of evaluation will be applicable for this tender</p> <p>Stage 1: Administrative Compliance</p> <p>Stage 2: Mandatory Requirements</p> <p>Stage 3: Functionality Criteria</p> <p>Stage 4: Preferential point system</p>															
C.3.11. Method of 2 Evaluation	<p>Add the following new clause:</p> <p>This tender will be evaluated in the following five stages:</p> <p>Stage 1: Administrative Compliance</p> <table><tr><th>Compulsory Returnable Documentation (Submission of these are compulsory)</th><th>Submitted (YES or NO)</th><th>Checklist (Guide for Bidder and the Bid Evaluation Committee)</th></tr><tr><td>a) To enable The City to verify the bidder’s tax compliance status, the bidder must provide; • Tax compliance status PIN. or • Central Supplier Database (CSD)</td><td></td><td>Tax status must be compliant before the award.</td></tr><tr><td>b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;</td><td></td><td>CSD must be valid.</td></tr><tr><td>c) Confirmation that the bidding company’s municipal service charges, rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area</td><td></td><td>Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for the bidding company? The name and / or addresses of the bidder’s statement correspond with CIPC document, Address on CSD or Company profile? Are municipal service charges, rates and taxes up to date (i.e. not in arrears for more than 90 days?</td></tr><tr><td>d) In addition to the above, confirmation that all the bidding company’s owners / members / directors / major shareholders municipal service charges, rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members /</td><td></td><td>Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for the company’s owners / members / directors / major shareholders? Are municipal</td></tr></table>	Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)	a) To enable The City to verify the bidder’s tax compliance status, the bidder must provide; • Tax compliance status PIN. or • Central Supplier Database (CSD)		Tax status must be compliant before the award.	b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid.	c) Confirmation that the bidding company’s municipal service charges, rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area		Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for the bidding company? The name and / or addresses of the bidder’s statement correspond with CIPC document, Address on CSD or Company profile? Are municipal service charges, rates and taxes up to date (i.e. not in arrears for more than 90 days?	d) In addition to the above, confirmation that all the bidding company’s owners / members / directors / major shareholders municipal service charges, rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members /		Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for the company’s owners / members / directors / major shareholders? Are municipal
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CLAUSE NUMBER	TENDER DATA		
	<p>directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area</p>		<p>service charges, rates and taxes up to date (i.e. not in arrears for more than 90 days?</p>
	<p>e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.</p> <p>NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u></p>		<p>All documents fully completed (i.e. no blank spaces), All documents fully signed by (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required, Documents completed in black ink (i.e. no “Tippex” corrections, no pencil, no other colour ink, or non-submission of the MBD forms, will not be considered)</p>
	<p>f) Audited Financial Statements for the most recent three (3) years or Audited Financial Statements from date of existence for companies less than three years old.</p> <p>NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</p> <p>If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.</p>		<p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <p>Are Audited financial statements provided (Audited financials must be signed by auditor) Or proof that the bidder is not required by law to prepare audited financial statements.</p>
	<p>g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint</p>		<p>If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to f)</p>

CLAUSE NUMBER	TENDER DATA		
	<p>Venture (JV) agreement signed by the relevant parties. NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.</p>		<p>must be provided for all partners of the JV.</p>
	<p>h) Bidder attended a compulsory briefing session where applicable</p>		<p>A compulsory briefing register must be signed by the bidder.</p> <p>Bidders will be disqualified should they fail to attend compulsory briefing session</p>
	<p>i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.</p>		<p>Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified.</p> <p>Bidder will be disqualified should they make corrections on the price schedule without attaching a signature or initialising thereto.</p> <p>Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.</p>
<p>STAGE 2: MANDATORY REQUIREMENTS</p> <p>The tenderer must include the following documentation with the tender document failing which will result in immediate disqualification, the City reserve the right to verify the submitted documents.</p> <p>2.1 CIDB</p> <p>Bidders who are registered with the CIDB in a contractor grading designation equal to 2CE or higher, are eligible to submit tenders. Failure to submit and meet the minimum CIDB requirements shall disqualify the tender.</p> <p>2.2 CONSTRUCTION HEALTH AND SAFETY OFFICER</p> <p>The bidders are to submit copy of his/ her Occupational Health and Safety Certificate, accredited by the SACPCMP (South African Council for the Project and Construction Management Professions) board.</p> <p>The costs of the Construction Health and Safety Officer to be appointment for the tender, as well as the Health and Safety Plan and</p>			

CLAUSE NUMBER	TENDER DATA												
	<p>the Health and Safety File must be included in the total of the schedule of prices.</p> <p>2.3 PROOF OF QUALIFICATIONS FOR SUPERVISORY AND MANAGEMENT STAFF (C3.4.1.3.2)</p> <p>Proof of Qualifications for Supervisory and Management Staff must be submitted as follows. A certified copy for each of the qualifications must be submitted with this tender for each of the tenderer's supervisory and management staff members as per the table below:</p> <table><tr><th>Personnel</th><th>NQF level</th><th>Unit standard titles</th></tr><tr><td>Team leader/ supervisor</td><td>2</td><td>Construction and/ or Civil Engineering related qualification</td></tr><tr><td>Foreman/ Construction Supervisor (B001.04.03)</td><td>4</td><td>Construction and/ or Civil Engineering related qualification a minimum of 2 years' experience</td></tr><tr><td>Site Manager (i.e. the contractor's most senior representative.</td><td>5</td><td>Construction and/ or Civil Engineering related qualification a minimum of 5 years' experience a code C driver's license and a Professional Driving Permit (PrDP).</td></tr></table> <p>Note that unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour. (C3.3.2.1.1).</p> <p>2.4 EXPERIENCE</p> <p>The Bidders should submit signed appointment letters as well as completion certificates on valid letterheads from previous employers for at least three previously completed Civil Construction projects involving the construction of concrete structures. The Bidders should provide contactable references from the previous employers.</p> <p><i>Bids that have not complied with all the Mandatory Requirements will not be evaluated further and will not pass to STAGE 3 (Functionality Criteria) of the Bid evaluation.</i></p>	Personnel	NQF level	Unit standard titles	Team leader/ supervisor	2	Construction and/ or Civil Engineering related qualification	Foreman/ Construction Supervisor (B001.04.03)	4	Construction and/ or Civil Engineering related qualification a minimum of 2 years' experience	Site Manager (i.e. the contractor's most senior representative.	5	Construction and/ or Civil Engineering related qualification a minimum of 5 years' experience a code C driver's license and a Professional Driving Permit (PrDP).
Personnel	NQF level	Unit standard titles											
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CLAUSE NUMBER	TENDER DATA				
	STAGE 3: FUNCTIONALITY CRITERIA				
	CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE
	Company experience in relevant projects (Construction of Concrete Berm Strips in Cemeteries). Bidders should submit signed completion certificates on valid letterheads from previous employers together with contactable references.	• 3 Completion Certificates	3	5	25
		• 4 Completion Certificates	4		
		• 5 Completion Certificates	5		
	Relevant qualifications and experience for the Site Manager include a minimum of 5 years' experience, a National Certificate in Construction and/ or Civil Engineering related qualification (NQF Level 5), a code C driver's license and a Professional	<ul style="list-style-type: none"> • 5 years and less than 6 years relevant working experience • 6 Years and less than 7 years relevant working experience • 7 years and more relevant working experience 	3 4 5	5	25

CLAUSE NUMBER	TENDER DATA					
	Driving Permit (PrDP). (Attach CV with contactable references to verify experience and certified copies of the qualifications).					
	Relevant qualifications and experience for Foreman/ Construction Supervisor include a minimum of 4 years' experience, a National Certificate in Construction and/ or Civil Engineering related qualification (NQF Level 4), a code C driver's license and a Professional Driving Permit (PrDP). (Attach CV with contactable references to verify experience and certified copies of the qualifications).	<ul style="list-style-type: none"> • 4 years relevant working experience • 5 Years relevant working experience • 6 years relevant working experience 	3 4 5	5	25	
	Relevant qualifications and experience for the Team	<ul style="list-style-type: none"> • 2 years relevant working experience 	3	5	25	

CLAUSE NUMBER	TENDER DATA				
	<p>leader/ Supervisor</p> <p>include a minimum of 2 years' experience, a National Certificate in Construction and/ or Civil Engineering related qualification (NQF Level 2). (Attach CV with contactable references to verify experience and certified copies of the qualifications).</p>	<ul style="list-style-type: none"> • 3 Years relevant working experience • 4 years relevant working experience 	<p>4</p> <p>5</p>		
	TOTALSCORE				100
<p>The maximum possible score that can be achieved for functionality is 100.</p> <p>Bids that do not achieve a minimum score of 70 (out of 100) for functionality will not be evaluated further and will not pass to STAGE 4 of the Bid Evaluation Criteria.</p> <p>STAGE 4: PREFERENTIAL POINT SYSTEM</p> <p>The preferential points to be used will be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.</p> <p>The system comprises of the following elements:</p> <ul style="list-style-type: none"> • 80 points for price • 20 points for specific goals. 					

CLAUSE NUMBER	TENDER DATA		
	Specific goals	80/20 preference point system	Proof of specific goals to be submitted
	BB-BEE score of companies <ul style="list-style-type: none"> • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant 	<ul style="list-style-type: none"> • 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points 	Valid Certified copy of BBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.
	EME and/ or QSE	2 Points	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate
	At least 51% of Women-owned companies	2 Points	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
	At least 51% owned companies by People with disability	2 Points	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
	At least 51% owned companies by Youth	2 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
	Local Economic Participation <ul style="list-style-type: none"> • City of Tshwane • Gauteng • National 	4 Points 2 Points	Municipal Account statement/Lease agreement.

CLAUSE NUMBER	TENDER DATA		
		1 Point	
	<p>6. CONDITION OF A CONTRACT</p> <p>The winning bidder is required to submit the following prior to the signing of the contract.</p> <p>COIDA (Compensation for Occupational Injuries and Diseases Act) Certificate: Certificate of good standing from the Labor Department of South Africa.</p> <p>VALIDITY PERIOD</p> <p>The validity period for the tender after closure is 90 days. The city shall have right and power to extent any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.</p>		
C.3.11 .3 80/20 Preference Point System	<p>Add the following new clause:</p> <p><i>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</i></p> <p>(a) <i>The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R50 000 000 (all applicable taxes included):</i></p> <p>(i) $P_s = 80 \times \left[1 - \left(\frac{P_t - P_{min}}{P_{min}} \right) \right]$</p> <p><i>Where</i></p> <p>P_s = <i>Points scored for comparative price of tender or offer under consideration;</i></p> <p>P_t = <i>Comparative price of tender of offer under consideration; and</i></p> <p>P_{min} = <i>Comparative price of lowest acceptable tender or offer.</i></p>		

CLAUSE NUMBER	TENDER DATA																	
	<p>(ii) <i>An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R 30 000, if and when appropriate.</i></p> <p>(b) <i>Subject to subparagraph (c), points must be awarded to a tender for attaining the specific goals contributor in accordance with the table below:</i></p> <p>(c) <i>A maximum of 20 points may be allocated in accordance with subparagraph (b)</i></p> <p>(d) <i>The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (b) must be added to the points scored for price a calculated in accordance with subparagraph (a).</i></p> <table><tr><th>Specific goals</th><th>80/20 preference point system</th><th>Proof of specific goals to be submitted</th></tr><tr><td>BB-BEE score of companies<ul style="list-style-type: none">Level 1Level 2Level 3Level 4Level 5Level 6Level 7Level 8Non-compliant</td><td><ul style="list-style-type: none">8 Points7 Points6 Points5 Points4 Points3 Points2 Points1 Point0 Points</td><td>Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.</td></tr><tr><td>EME and/ or QSE</td><td>2 Points</td><td>Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate</td></tr><tr><td>At least 51% of Women-owned companies</td><td>2 Points</td><td>Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)</td></tr><tr><td>At least 51% owned companies by People with disability</td><td>2 Points</td><td>Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit</td></tr></table>			Specific goals	80/20 preference point system	Proof of specific goals to be submitted	BB-BEE score of companies <ul style="list-style-type: none">Level 1Level 2Level 3Level 4Level 5Level 6Level 7Level 8Non-compliant	<ul style="list-style-type: none">8 Points7 Points6 Points5 Points4 Points3 Points2 Points1 Point0 Points	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.	EME and/ or QSE	2 Points	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate	At least 51% of Women-owned companies	2 Points	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)	At least 51% owned companies by People with disability	2 Points	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit
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CLAUSE NUMBER	TENDER DATA										
			for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership								
	At least 51% owned companies by Youth	2 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership								
	Local Economic Participation <ul style="list-style-type: none">• City of Tshwane• Gauteng• National	4 Points 2 Points 1 Point	Municipal Account statement/Lease agreement.								
The contract must be awarded to the tender who scores the highest total number of points.											
C.3.11.5 Scoring financial offers	<p>Add the following New Clause:</p> <p>Score the financial offers of remaining responsive tender offers using the following formula:</p> $N_{FO} = W_1 \times A$ <p>Where N_{FO} is the number of tender evaluation points awarded for the financial offer.</p> <p>W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data.</p> <p>A is a number calculated using the formula and option described in Table F.1 as stated in the tender data</p> <p>Table C.1: Formulae for calculating the value of A</p> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1^a</th><th>Option 2^a</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P / P_m$</td></tr></table>			Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$
Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a								
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$								

CLAUSE NUMBER	TENDER DATA											
	<table><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$</td><td>$A = \frac{P_m}{P}$</td></tr><tr><td>a</td><td colspan="3">P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.</td></tr></table>				2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = \frac{P_m}{P}$	a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.		
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = \frac{P_m}{P}$									
a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.											
C.3.13 Acceptance of Tender Offer	<p><i>Tender offers will only be accepted if:</i></p> <p><i>Tender offers will only be accepted if:</i></p> <p>a.) <i>the tenderer has complied in full with the all eligibility criteria</i></p> <p>b.) <i>the tenderer is able to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18;</i></p> <p>c.) <i>the tenderer submits a letter of intent from an approved insurer undertaking to provide to provide the Performance Bond to the format included in Section C1.3 of this procurement document;</i></p> <p>d.) <i>the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.</i></p> <p>e.) <i>the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;</i></p> <p>f.) <i>the tenderer or any of its directors 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;</i></p> <p>g.) <i>the tenderer has not:</i></p> <p>i) <i>abused the Employer's Supply Chain Management System; or</i></p> <p>ii) <i>failed to perform on any previous contract and has been given a written notice to this effect.</i></p> <p>h.) <i>the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</i></p> <p>i.) <i>the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</i></p> <p><i>the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</i></p> <p>j.)</p>											

CLAUSE NUMBER	TENDER DATA
C.3.17 Copies of Contract	One signed copy of contract shall be provided by the Employer to the successful Tenderer.

T1.2 STANDARD CONDITIONS OF TENDER

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C.1 General

C.1.1 Actions

C.1.1.1 The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The Employer and the tenderer and employees (Project Coordinator or Deputy Directors (Regional Project Managers) involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees (Project Coordinator or Deputy Directors (Regional Project Managers) and advisors/ agents of the Employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The Employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the Employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **Conflict of interest** means any situation which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff (Project Coordinator or Deputy Directors (Regional Project Managers) in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and Employer's Project Coordinator and/ or Deputy Directors (Regional Project Managers)

Each communication between the Employer and a tenderer shall be to or from the Project Coordinator and/ or Deputy Directors (Regional Project

Managers) only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the Project Coordinator and Deputy Directors (Regional Project Managers) are stated in the tender data.

C.1.5 Cancellation and re-invitation of tenders

C.1.5.1 An organ of state may, prior to the award of the tender, cancel the tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure;
- (c) no acceptable tenders are received; or
- (d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel the tender must be published in the same manner in which the original tender invitation was advertised.

C.1.5.3 An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for a second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the

proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the Employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

- C.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

- C.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the Employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

- C.1.6.2.4** The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

- C.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The Employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with Employer.

C.2.1.2 Notify the Employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the Employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

The arrangements for a compulsory clarification meeting are as stated in the tender notice and invitation to tender.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

- C.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- C.2.10.2** Show VAT payable by the Employer separately as an addition to the tendered total of the prices.
- C.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- C.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

- C.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- C.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Employer.
- C.2.12.3** An alternative tender offer may only be considered in the event that the main tender is the winning tender.

C.2.13 Submitting a tender offer

- C.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2** Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
- C.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
- C.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.
- C.2.13.8** Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the Employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the Employer evaluating tender, the Contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

C.2.18 Provide other material

C.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.

C.2.19 Inspections, test and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the tender data.

C.3 The Employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the Tender Data respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

- C.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' representative(s) who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.5 Two-envelope system

- C.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' representative(s) who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

- C.3.5.2** Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened

financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities;
or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the Employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require Employers to conduct the process of offer and acceptance in terms of a set of standard procedures

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.

Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the Employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the Employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the Employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the Employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An Employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

C.3.16.2 After the successful tenderer has been notified of the Employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

PART T2: RETURNABLE DOCUMENTS

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T2.1 LIST OF RETURNABLE DOCUMENTS

RD.A MANDATORY RETURNABLE DOCUMENTS

Note: *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Compulsory Enterprise Questionnaire	Form RD.A.1	
MBD 4: Declaration of interest in tender of persons in service of state	Form RD.A.2	
MBD 8: Declaration of tenderer's past supply chain management practises	Form RD.A.3	
MBD 9: Certificate of independent tender determination	Form RD.A.4	
Certificate of authority of signatory	Form RD.A.5	
Certificate of authority of signatory for joint ventures and consortia	Form RD.A.6	

RD.B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

Note: *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the tender offer being awarded 0 (zero) preference points*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Valid B-BBEE Status Level of Contributor Certificate	Form RD.B.1	
MBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations, 2022	Form RD.B.2	
B-BBEE Exempted Micro Enterprise – Sworn Affidavit	Form RD.B.3	
Promotion of local enterprises (Local Economic Participation)	Form RD.B.4	
Certified copy of Identity Document/s proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)	Form RD.B.5	
Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers) proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)	Form RD.B.6	

RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the Tenderer having to submit same upon request within 7 days and if not complied with, will result to the tender offer being disqualified from further consideration.*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Valid Tax Clearance Certificate		
Proof of registration on CSD with National Treasury	RD.C.1	
MBD 5: Declaration for procurement above R10 million (all applicable taxes included)	RD.C.2	Not applicable
Proof of Registration with CIDB	RD.C.3	
Compliance with OHSA (Act 85 of 1993)	RD.C.4	
Record of services provided to organs of state	RD.C.5	
Status of concern submitting tender	RD.C.8	
Classification of business	RD.C.9	

RD.D OTHER DOCUMENTS THAT WILL FORM PART OF THE CONTRACT

Note: *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Record of addenda to tender documents	RD.D.1	
Mandatory requirements	RD.D.2	
Schedule of Tenderer's experience	RD.D.3	
Curriculum vitae of key personnel	RD.D.4	
Tenderer's Experience	RD.D.5	
Functionality		
Company experience	RD.D.6	
Relevant qualifications and experience for key personnel	RD.D.7	
Form of offer and acceptance	Section C1.1	
Data provided by the contractor	Section C1.2	

T2.2 RETURNABLE SCHEDULES

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FORM RD.A.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of Enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships:

Name*	Identity Number*	Personal Income Tax Number*

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: MBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 9: MBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 10: MBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

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

- authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed:		Date:	
Name:		Position	
Enterprise Name:			

FORM RD.A.2 MBD 4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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/her representative:

3.2 Identity Number:

3.3 Position occupied in Company:
(director, trustee, shareholder²)

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?

¹ 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

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.A.3 MBD 8: DECLARATION OF TENDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES

1. This municipal tender document must form part of all tenders 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 tender of any tenderer may be rejected if that tenderer, or any of it's directors have:
 - a. abused the municipality's/municipal entity's supply 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. wilfully 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, 2004 (Act 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender:

Item	Question	Response	
4.1	Is the tenderer, any of it's directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? (Companies for 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)	YES	NO
	If so, furnish particulars:		
4.2	Is the tenderer or any of it's directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)? (The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.)	YES	NO
	If so, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	YES	NO
	If so, furnish particulars:		

Item	Question	Response	
4.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or to any other municipality/municipal entity, that is in arrears for more than three months?	YES	NO
	If so, furnish particulars:		
4.5	Was any contract between the tenderer and the municipality/municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	YES	NO
	If so, furnish particulars:		

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both 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.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.A.4 MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids³ invited.
2. Section 4 (1) (b) (iii) of the Competition Act Nol. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or bid rigging⁴). Collusive tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. Take all reasonable steps to prevent such abuse;
 - b. Reject the tender of any tenderer if that tenderer or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the tendering process or the execution of the contract.
4. This will serve as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination must be completed and submitted with the tender.

³ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁴ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

ROC 04 2025/ 26 Tender for the construction of concrete berm strips at various cemeteries in the seven Regions of the City of Tshwane for a three-year period, as and when required.

in response to the invitation for the tender made by

City of Tshwane Metropolitan Municipality

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

I certify, on behalf of _____ that:
(Name of tenderer)

1. I have read and understand the contents of this certificate;
2. I understand that the accompanying tender will be disqualified if this certificate is found not to be true and complete in every aspect;
3. I am authorised by the tenderer to sign this certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorised by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer who:
 - a. Has been requested to submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - b. Could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently form, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁵ will not be construed as collusive tendering.
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 of services 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 tender;
 - e. The submission of a tender which does not meet the specifications and conditions of the tender; or
 - f. Tendering with the intention not to win the tender.

⁵ Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

8. In addition, there have been no consultations, communications, agreements or arrangement with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time 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 practises related to tenders and contracts, tenders 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 form conduction 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.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.A.5 CERTIFICATE OF AUTHORITY OF SIGNATORY

RESOLUTION of the meeting of the *Board of Directors/Members/Partners of

(Legally correct full name and registration number, if applicable, of the enterprise)

Held at: _____ (place)

On: _____ (date)

RESOLVED that:

1. The enterprise submits a tender to the Tshwane Metro Municipality in respect of the following project:

Tender Number:	ROC 04 2025/ 26
Tender Description:	Tender for the construction of concrete berm strips at various cemeteries in the seven Regions of the City of Tshwane for a three-year period, as and when required.

2. *Mr/Ms:

in *his/her capacity as

and who will sign as follow:

Proof signature	Proof signature
-----------------	-----------------

be, and is hereby authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the enterprise mentioned above

NAME	CAPACITY	SIGNATURE

Note:	Enterprise stamp
1. *Delete which is not applicable.	
2. IMPORTANT: This resolution <u>must</u> be signed by all the directors/members/ partners of the tendering enterprise.	
3. Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.	

FORM RD.A.6 CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA

*Joint venture/consortium name: _____

We, the undersigned, are submitting this tender in a *joint venture/consortium and hereby authorise *Mr/Ms

_____ authorised signatory of the enterprise

_____ acting in the capacity of lead partner

to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the *joint venture/consortium mentioned above.

Registered name of enterprise	Registration number	% of contract value	Address	Duly authorised signatory	Mark with (x) for lead partner

Note:

1. *Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by all the parties of the joint venture/consortium and every duly authorised signatory for each party to the joint venture/consortium must complete a Form RD.C.15.
3. Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.

FORM RD.B.1 VALID B-BBEE STATUS LEVEL OF CONTRIBUTOR CERTIFICATE

Submit B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA).

NOTE:

1. Attach original copy of B-BBEE Verification Certificate to this page.
2. In the case of a joint venture / consortium parties must each attach original copy of their B-BBEE Verification Certificates.

FORM RD.B.2 MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

NB BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 **To be completed by the organ of state**
- a) The applicable preference point system for this tender is the 80/20 preference point system.
 - b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.5 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
BB-BEE score of companies		
Level 1	8 Points	
Level 2	7 Points	
Level 3	6 Points	
Level 4	5 Points	
Level 5	4 Points	
Level 6	3 Points	
Level 7	2 Point	
Level 8	1 Points	
Non-compliant	0 Points	
EME and/or QSE	2	
At least 51% Women owned companies	2	
At least 51% owned companies by People with disability	2	
At least 51% owned companies by Youth	2	
Local Economic Participation		
City of Tshwane Participants	4	
Gauteng Participants	2	
National Participants	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;

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

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.7. Name of company/firm.....

4.8. Company registration number:

4.9. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- v) The information furnished is true and correct;
- vi) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- vii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- viii) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

Full Name & Surname																
Identity Number							-					-			-	

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- Based on the audited management accounts and other information available on the _____ financial year, the income did not exceed R 10,000,000 (ten million rands);
- Please confirm on the below the B-BBEE level contributor, by ticking the applicable box.

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% Black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% Black owned	Level Four (100% B-BBEE procurement recognition)	

- | | |
|--|-------|
| Deponent Signature: | Date: |
| <div>Commissioner of oaths
(Signature and stamp)</div> | |

FORM RD.B.4 PROMOTION OF LOCAL ENTERPRISES

The City of Tshwane has mandated the promotion of local enterprises. To comply with this the tenderer must provide proof of the type of business unit and whether the unit resides within the Tshwane and will be scored as follow:

80/20 preference point system applies:

	Promotion of local enterprises
No Response (score 0)	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
Satisfactory (score 2)	The tenderer operates a head office or fully staffed office or his sole office outside the boundaries of Gauteng Province. (I.e. no business unit or office resides within the boundaries of Tshwane Metropolitan Municipality)
Good (score 2)	The tenderer's office resides within the boundaries of Gauteng Province. (I.e. no business unit or office resides within the boundaries of Tshwane Metropolitan Municipality)
Very good (score 4)	The tenderer's office resides within the boundaries of the Tshwane Metropolitan Municipality.

Municipal Rates & Taxes not older than three months from tender advertisement date or Valid Lease Agreement should be attached as evidence.

(If necessary, the tenderer will be requested to present the office / business unit to officials of the City)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

The City of Tshwane has mandate for the promotion At least 51% Women owned companies and At least 51% owned companies by youth. To comply with this the tenderer must provide Certified copy of Identity Document/s that proof that company is 51% owned by Women or youth

	Promotion At least 51% Women owned companies and At least 51% owned companies by youth
No Response (score 0)	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
Good (score 2)	Certified copy of Identity Document/s that proof that company is 51% owned by Women
Good (score 2)	Certified copy of Identity Document/s that proof that company is 51% owned by youth

(If necessary the tenderer will be requested to present the office / business unit to officials of the City)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

FORM RD.B.6 At least 51% owned companies by People with disability

The City of Tshwane has mandate for the promotion of At least 51% owned companies by People with disability. To comply with this the tenderer must provide Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers that proof that company is 51% owned by People with disability

	Promotion of At least 51% owned companies by People with disability
No Response (score 0)	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
Good (score 2)	Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers

(If necessary the tenderer will be requested to present the office / business unit to officials of the City)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

FORM RD.C.1 PROOF OF REGISTRATION ON CSD WITH NATIONAL TREASURY

1. Attach original or certified copy of CSD registration certificate to this page.
2. In the case of a joint venture / consortium (excluding consulting engineering partners) the joint venture / consortium must attach original or certified copy of their CSD registration certificate to this page.

FORM RD.C.3 PROOF OF REGISTRATION WITH THE CIDB

1. Attach original or certified copy of CIDB registration certificate to this page.
2. In the case of a joint venture / consortium (excluding consulting engineering partners) parties must each attach original or certified copy of their CIDB registration certificate.

Firm	CRS Number	CIDB Grading	Lead Partner (Indicate with X)
Combined CIDB Grading for Joint Venture / Consortium:			

(Calculator is available at <https://registers.cidb.org.za/common/jvcalc.asp>)

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.4 COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the employer and the engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

(Tick applicable box)

1. Are your company familiar with the OHSA (ACT 85 of 1993) and its Regulations?	YES	NO
2. Who will prepare your company's Health and Safety Plan? Provide a copy of the person/s curriculum vitae/s or company profile.		
3. Do your company have a health and safety policy? If YES provide a copy.	YES	NO
4. How is this policy communicated to your employees? Provide supporting documentation.	YES	NO
5. Do your company keep record of safety aspects of each site where work is performed? If YES what records are kept?	YES	NO
6. Do your company conduct monthly safety meetings? If YES , who is the chairperson of the meeting, and attend these meetings?	YES	NO
7. Do your company have a safety officer in its employment, responsible for overall safety of your company? If YES , explain his duties and provide a copy of his CV	YES	NO
8. Do your company have trained first aid employees? If YES , indicate who.	YES	NO
9. Do your company have a safety induction training programme in place? If YES , provide a copy.	YES	NO
10. Does your company conduct medical surveillance for its employees?	YES	NO
<p>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.</p> <p><u>Person authorized to sign the tender:</u></p> <p>Full name (in BLOCK letters): _____</p> <p>Signature: _____</p> <p>Date: _____</p>		

FORM RD.C.5 RECORD OF SERVICES PROVIDED TO ORGANS OF STATE

Tenderers are required to complete this record in terms of the Supply Chain Management Regulations issued in terms of the Municipal Finance Management Act of 2003.

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the employer. Tenderers must not include services provided in terms of a sub-contract agreement.

Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Complete the record or attach the required information in the prescribed tabulation

ALL SERVICES COMMENCED OR COMPLETED TO AN ORGAN OF STATE IN THE LAST FIVE YEARS				
	Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity.	Title of contract for the service	Value of contract for service incl. VAT (Rand)	Date completed (State current if not yet completed)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

(Attach additional pages if more space is required.)

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.8 STATUS OF CONCERN SUBMITTING TENDER
1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner, a joint venture/consortium or a co-operative

Public Company

Private Company

Closed Corporation

Partnership

Sole Proprietary

Joint Venture / Consortium

Co-operative

(Mark the appropriate option)

2. Information to be provided

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	<u>Closed Corporation</u> , incorporated under the Close Corporation Act, 1984, Act 69 of 1984	CIPRO CK1 or CK2 (Certified copies of the founding statement) and list of members
2	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 53 (b))	Certified copies of: a) CIPRO CM 1 - Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) Shareholders Certificates of all Members of the Company, plus a signed statement of the Company's Auditor, certifying each Member's ownership/shareholding percentage relative to the total.
3	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, <u>shares are held by another</u> Closed Corporation or company with, or without, share capital.	Certified copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies
4	<u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21)	A signed statement of the Company's Secretary confirming that the Company is a public Company.
5	<u>Sole Proprietary</u> or a <u>Partnership</u>	Certified copy of the Identity Document of: a) such Sole Proprietary, or b) Each of the Partners in the Partnership Certified copy of the Partnership agreement.
6	<u>Co-operative</u>	CIPRO CR2 - Certified copies of Company registration document.

If the Tendering Entity is a:		Documentation to be submitted with the tender
7	<u>Joint Venture / Consortium</u>	All the documents (as described above) as applicable to each partner in the joint venture / consortium as well as a certified copy of the joint venture / consortium agreement.

Note:

1. If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court wherein trustees have been duly appointed and authorised
2. Include a certified copy of the Certificate of Change of Name (CM9) if applicable.

3. Registered for VAT proposes in terms of the Value-Added Tax Act (89 of 1991)

Yes

☐

No

☐

(Make an X in the appropriate space)

REGISTRATION NO: _____

FORM RD.C.9 CLASSIFICATION OF BUSINESS

1. The Small Businesses are defined in the National Small Business Act, 1996 (Act 102 of 1996).

2. Information furnished with regard to the classification of Small businesses

(b.) Indicate whether the company/entity is defined as a small, medium or micro enterprise by the National Small Business Act.

YES	NO
-----	----

(Tick appropriate box)

(c.) If the response to 2.(a.) is **YES**, the following must be completed:

i. Sector/sub-sector in accordance with the Standard Industrial classification:

ii. Size or class:

iii. Total full-time equivalent of paid employees:

iv. Total annual turnover:

v. Total gross asset value (fixed property excluded):

(A schedule indicating the different sectors is attached to this form.)

(d.) The tenderer should substantiate the information provided by submitting the following documentation:

i. A letter from the tenderer's auditor or an affidavit from the South African Police Services confirming the correctness of the abovementioned information,

ii. Company profile indicating the tenderer's staff compliment, and

iii. 3 year financial statement or since their establishment if established during the past 3 years.

SCHEDULE OF SECTORS

SIZE OF CLASS	THE TOTAL FULL-TIME EQUIVALENT OF PAID EMPLOYEES	TOTAL TURNOVER	TOTAL GROSS ASSET VALUE (FIXED PROPERTY EXCLUDED)
AGRICULTURE			
Medium	100	R 5 mil	R 5 mil
Small	50	R 3 mil	R 3 mil
Very Small	10	R 500 000	R 500 000
Micro	5	R 200 000	R 100 000
MINING AND QUARRYING			
Medium	200	R 39 mil	R 23 mil
Small	50	R 10 mil	R 6 mil
Very Small	20	R 4 mil	R 2 mil
Micro	5	R 200 000	R 100 000
MANUFACTURING			
Medium	200	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	20	R 5 mil	R 2 mil
Micro	5	R 200 000	R 100 000
ELECTRICITY, GAS & WATER			
Medium	200	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	20	R 5.1 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
CONSTRUCTION			
Medium	200	R 26 mil	R 5 mil
Small	50	R 6 mil	R 1 mil
Very Small	20	R 3	R 500 000
Micro	5	R 200 000	R 100 000
RETAIL AND MOTOR TRADE & REPAIR SERVICES			
Medium	200	R 39 mil	R 6 mil
Small	50	R 19 mil	R 3 mil
Very Small	20	R 4 mil	R 600 000
Micro	5	R 200 000	R 100 000
WHOLESALE TRADE, COMMERCIAL AGENTS AND ALLIED SERVICES			
Medium	200	R 64 mil	R 10 mil
Small	50	R 32 mil	R 5 mil
Very Small	20	R 6 mil	R 600 000
Micro	5	R 200 000	R 100 000
CATERING, ACCOMMODATION AND OTHER TRADE			
Medium	200	R 13 mil	R 3 mil
Small	50	R 6 mil	R 1 mil
Very Small	20	R 5.1 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
TRANSPORT, STORAGE & COMMUNICATIONS			
Medium	200	R 26 mil	R 6 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 600 000
Micro	5	R 200 000	R 100 000
FINANCE & BUSINESS SERVICES			
Medium	200	R 26 mil	R 5 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 500 000
Micro	5	R 200 000	R 100 000
COMMUNITY, SOCIAL AND PERSONAL SERVICES			
Medium	200	R 13 mil	R 6 mil
Small	50	R 6 mil	R 3 mil
Very Small	20	R 1mil	R 600 000
Micro	5	R 200 000	R 100 000

FORM RD.D.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

RD.D.2**MANDATORY REQUIREMENTS**

Refer to clause C.3.11.2 of Part T1: Method of Evaluation (mandatory requirements)

1 CIDB

Bidders who are registered with the CIDB in a contractor grading designation equal to 2CE or higher, are eligible to submit tenders. Failure to submit and meet the minimum CIDB requirements shall disqualify the tender.

2 CONSTRUCTION HEALTH AND SAFETY OFFICER

The bidders are to attach valid Occupational Health and Safety Certificate, accredited by the SACPCMP (South African Council for the Project and Construction Management Professions) board.

The costs of the Construction Health and Safety Officer to be appointment for the tender, as well as the Health and Safety Plan and the Health and Safety File must be included in the total of the schedule of prices.

	NAME	PROFESSIONAL REGISTRATION CATEGORY	REGISTRATION NO
1			

3 PROOF OF QUALIFICATIONS FOR SUPERVISORY AND MANAGEMENT STAFF

Proof of Qualifications for Supervisory and Management Staff must be submitted as follows. A certified copy for each of the qualifications must be submitted with this tender for each of the

tenderer's supervisory and management staff members as per the table below:

Personnel	NQF level	Qualification
Team leader/ supervisor	2	Construction or Civil Engineering related qualification a minimum of 2 years relevant working experience
Foreman/ Construction Supervisor (B001.04.03)	4	Construction or Civil Engineering related qualification a code C driver's license and a Professional Driving Permit (PrDP). A minimum 4 years' relevant working experience
Site Manager (i.e. the contractor's most senior representative.	5	Construction and/ or Civil Engineering related qualification a code C driver's license and a Professional Driving Permit (PrDP). A minimum of 5 years' relevant working experience

note that unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour. (C3.3.2.1.1).

The tenderer shall list in the table below the key personnel to be engaged for this project.

	NAME	QUALIFICATION	NUMBER OF YEARS WORKING EXPERIENCE
1			
2			
3			
4			
5			
6			
7			
8			

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Number of years post registration experience:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience record pertinent to project scope:	
Certification:	

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience.

(Signature of person named in schedule)

Date:

4 EXPERIENCE

The Bidders should submit completion certificates on valid letterheads from previous employers of at least three similar previously completed experience in relevant Civil Construction projects related to the construction of concrete structures.

Functionality	
Company experience	RD.D.6
Relevant qualifications and experience for key personnel	RD.D.7

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE
Company experience in relevant projects (Construction of Concrete Berm Strips in Cemeteries). Bidders should submit signed completion certificates on valid letterheads from previous employers together with contactable references.	<ul style="list-style-type: none"> • 3 Completion Certificates • 4 Completion Certificates • 5 Completion Certificates 	3 4 5	5	25
Relevant qualifications and experience for the Site Manager include a minimum of 5 years' experience, a National Certificate in Construction	<ul style="list-style-type: none"> • 5 years and less than 6 years relevant working experience • 6 Years and less than 7 years relevant working experience • 7 years and more relevant 	3 4 5	5	25

<p>and/ or Civil Engineering related qualification (NQF Level 5), a code C driver's license and a Professional Driving Permit (PrDP).</p> <p>(Attach CV with contactable references to verify experience and certified copies of the qualifications).</p>	<p>working experience</p>			
<p>Relevant qualifications and experience for Foreman/ Construction Supervisor include a minimum of 4 years' experience, a National Certificate in Construction and/ or Civil Engineering related qualification (NQF Level 4), a code C driver's license and a Professional Driving Permit (PrDP).</p> <p>(Attach CV with contactable references to verify experience and certified copies of the qualifications).</p>	<ul style="list-style-type: none"> • 4 years relevant working experience • 5 Years relevant working experience • 6 years relevant working experience 	<p>3</p> <p>4</p> <p>5</p>	<p>5</p>	<p>25</p>

Relevant qualifications and experience for the Team leader/ Supervisor include a minimum of 2 years' experience, a National Certificate in Construction and/ or Civil Engineering related qualification (NQF Level 2). (Attach CV with contactable references to verify experience and certified copies of the qualifications).	<ul style="list-style-type: none"> • 2 years relevant working experience • 3 Years relevant working experience • 4 years relevant working experience 	3 4 5	5	25
TOTALSCORE				100

FORM RD.D.6 Company experience

Functionality Criteria	form	Criteria	Maximum points	Awarded points
Company experience	RD.D.6	Bidders should submit signed completion certificates on valid letterheads from previous employers together with contactable references.		
		3 Completion Certificates	15	
		4 Completion Certificates	20	
		5 Completion Certificates	25	

key personnel	RD.D.7	Criteria	Maximum points	Awarded Points
Site Manager		Relevant qualifications and experience for the Site Manager include a minimum of 5 years' experience, a National Certificate in Construction and/ or Civil Engineering related qualification (NQF Level 5), a code C driver's license and a Professional Driving Permit (PrDP). (Attach CV with contactable references to verify experience and certified copies of the qualifications).		
		5 years and less than 6 years relevant working experience	15	
		6 Years and less than 7 years relevant working experience	20	
		7 years and more relevant working experience	25	
Foreman/ Construction Supervisor		Relevant qualifications and experience for Foreman/ Construction Supervisor include a minimum of 4 years' experience, a National Certificate in Construction and/ or Civil Engineering related qualification (NQF Level 4), a code C driver's license and a Professional Driving Permit (PrDP). (Attach CV with contactable references to verify experience and certified copies of the qualifications).		
		4 years relevant working experience	15	

		5 Years relevant working experience	20	
		6 years relevant working experience	25	
Team leader/ Supervisor		Relevant qualifications and experience for the Team leader/ Supervisor include a minimum of 2 years' experience, a National Certificate in Construction and/ or Civil Engineering related qualification (NQF Level 2). (Attach CV with contactable references to verify experience and certified copies of the qualifications).		
		2 years relevant working experience	15	
		3 Years relevant working experience	20	
		4 years relevant working experience	25	

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

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C1.1 FORM OF OFFER AND ACCEPTANCE

STAMP

OFFER

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

Contract: ROC 04 2025/ 26 Tender for the construction of concrete berm strips at various cemeteries in the seven Regions of the City of Tshwane for a three-year period, as and when required

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 returnable schedules, and by submitting this offer has accepted the conditions of tender.

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

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

Acceptance of this offer will not guarantee that the tenderer will be invited to submit a price for any task order or be allocated any task order during the duration of the appointment. Invitation and allocation of task orders will be done solely at the discretion of the employer.

Allocation Methodology

The Municipality reserves the right to appoint one or more than one contractor per Group (A, B and C). The cemeteries are located in various Regions in the City of Tshwane. The tender will be awarded in three groups (A, B and C) as per the table below to one or more tenderer/s. The following cemeteries have berm sections:

REGION	GROUP	CEMETERY
1	A	Tshwane North
1	A	Heatherdale
1	A	Klipkruisfontein
2	B	Honingnestkranz
3	B	Zandfontein
3	B	Lotus Gardens
4	C	Olievenhoutbosch
6	C	Pretoria East
6	C	Hatherley
6	C	Eersterust

(Should berm sections be added to cemeteries in the future the groups/ Regions will remain the same).

- The Municipality reserves the right to award the tender in part (per single group A or B or C) or as a whole (Group A, B and c).
Pricing is therefore for evaluation purposes only and does not reflect the value of the tender.
- The quantities mentioned are estimates only and the Municipality reserves the right to increase or decrease same.
- The City of Tshwane reserves the right to enter into price negotiations.
-

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

R.....(in figures).....

.....

.....

.....(in words)

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

SIGNATURE:

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's Offer. In consideration thereof, the employer shall pay the 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
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 Parts C1 to C3 above.

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

The tenderer shall within two weeks after receiving a letter of acceptance, contact the City of Tshwane's Supply Chain Management and the Project Coordinator (whose details are given in the contract data), to arrange the delivery of guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

SIGNATURE:

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

SCHEDULE OF DEVIATIONS

Notes:

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

4.1	Subject: _____
	Details: _____
4.2	Subject: _____
	Details: _____
4.3	Subject: _____
	Details: _____
4.4	Subject: _____
	Details: _____
4.5	Subject: _____
	Details: _____

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the 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 change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

SIGNATURE:

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

C1.2 CONTRACT DATA

C1.2.1 GENERAL CONDITIONS OF CONTRACT

The general conditions of contract applicable to this contract shall be **General Conditions of Contract for Construction Works, Third Edition (2015)**, as well as the Data provided by Employer.

Tenderers, contractors and subcontractors shall obtain their own copies of the document **General Conditions of Contract for Construction Works, Third Edition (2015)** for tendering purposes and for use for the duration of the contract and shall bear all expenses in this regard :

Engineering Contracting Strategies (ECS)
Telephone: 011 803 3008
E-Mail: admin@ecs.co.za
Web: www.ecs.co.za

OR

Consulting Engineers South Africa (CESA)
Telephone: 011 463 2022
E-Mail: general@cesa.co.za
Web: www.cesa.co.za

OR

South African Institution of Civil Engineering (SAICE)
Telephone: 011 80505947 / 48 / 53
E-Mail: civilinfo@saice.org.za
Web: www.saice.org.za

C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT

The following variations and additions to the General Conditions of Contract for Construction Works, Third Edition (2015), shall apply to this contract:

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
1.2.1	<p>Add the following to the clause:</p> <p>1.2.1.3 <i>Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</i></p>
1.2.3	<p>Add the following to the clause:</p> <p>1.2.3.1 <i>The Employer has authorised the Group Head: Regional Operations and Coordination to act on his behalf in respect of this Contract, save for such duties or functions:</i></p> <p>1.2.3.1.1 <i>which other holders of office ex officio execute on behalf of the Employer; or</i> 1.2.3.1.2 <i>for which the Group Head: Regional Operations and Coordination has no authority and the Employer's approval is required before execution thereof.</i></p>
4.3	<p>Add the following new sub-clause:</p> <p>4.3.3 <i>Wages and conditions of work:</i></p> <p>i. <i>For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectoral Determination: Civil Engineering Sector published from time to time.</i></p> <p>ii. <i>Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</i></p> <p>Add the following new sub-clause:</p> <p>4.3.4 <i>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37(2) of the Act. The Contractor shall sign the Occupational Health and Safety Agreement for Contract Work in the City of Tshwane Metropolitan Municipality included in section C1.3.</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p>Add the following new sub-clause:</p> <p>4.3.5 <i>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</i></p>
6.1	<p>Add the following new sub-clause:</p> <p>6.1.2 <i>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way of his obligations either in contract or in delict.</i></p> <p>Add the following new sub-clause</p> <p>6.1.3 <i>The Contractor shall be paid at Pretoria in the currency of the Republic of South Africa only at the Office of the Chief Financial Officer of the CITY OF TSHWANE, unless otherwise stated in the Data provided by Employer.</i></p>
8.6	<p>Replace clause 8.6 with the following:</p> <p>8.6 Insurances</p> <p>8.6.1 <i>Without limiting the Contractor's/Sub-contractor's obligation in terms of the Contract, the Employer will effect and maintain for the duration of the Contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurances in the name of the Contractor (including all Subcontractors whether nominated or otherwise):</i></p> <p>8.6.2 <i>The Employer's insurer will indemnify the Contractor/Sub-contractor against physical loss of or damage to any part of the Property Insured not exceeding the maximum contract value or the final contract value estimated at inception including free issue materials were applicable as stated in the Contract Data:</i></p> <ul style="list-style-type: none"> a. <i>Whilst in transit including loading and unloading whilst temporarily stored at any premises en route to or from the Contract Site within the Territorial Limits;</i> b. <i>From the time of unloading, dismantling or preparation at the Contract Site and thereafter until the Property Insured has been officially accepted by the Employer and becomes his responsibility by means of a notice of completion certificate or similar evidence of legal transfer of risk;</i> c. <i>During the contractual defects liability or Maintenance Period which shall not exceed the period reflected in the Schedule but only so far as the Contractors and/or Sub-Contractors may be liable for such loss or damage under the defects liability or maintenance condition/s of the Insured Contract;</i> d. <i>Removal of debris;</i> e. <i>Surrounding property</i> f. <i>Work away;</i> g. <i>Off site storage</i> h. <i>Temporary repairs;</i> i. <i>Contribution clause – marine;</i>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<ul style="list-style-type: none"> j. Escalation during Contract Period; k. Post loss escalation; l. Automatic reinstatement; m. Principals maintenance; n. Property taken over; o. Beneficial occupation; p. Escalation due to currency fluctuation; q. Manufacturers guarantees
8.6.3	<p><i>The Employer's insurer will indemnify the Contractor/Sub-contractor against all sums for which the Contractor/Sub-contractor shall become legally liable towards third party claimants to pay for and in consequence of:</i></p> <ul style="list-style-type: none"> a. <i>Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Subcontractor);</i> b. <i>Accidental physical loss or damage to tangible property occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule. The minimum limit of indemnity for any one event is R10-million in respect of contracts with a contract value of up to R50-million (excluding VAT).</i>
8.7	<p><i>Insurance premium payable</i></p> <p><i>The Employer will pay the insurance premium for the works damage and public liability insurance cover. The insurance premium will be calculated based on the approved budget per financial year and the insurance premium will be charged out to the relevant departments by the Section: Insurance and Risk Management.</i></p>
8.8	<p><i>Additional insurance by the Employer</i></p> <p><i>The Employer shall be free to effect at his own cost any additional insurance, which he deems necessary in own interest to cover loss or damage not insured in terms of the insurance policies of Sub-Clause 8.6.1.1 of this Clause.</i></p>
8.9	<p><i>Additional insurance by the Contractor / Subcontractor</i></p> <p><i>The Contractor and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the Contractor/Subcontractor deem necessary to cover damage, loss or injury not insured in terms of the insurance effected by the Employer's insurer. The cost of the additional insurance will be for the account of the Contractor/Subcontractor.</i></p>
8.10	<p><i>Contractor satisfied with insurance</i></p> <p><i>The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover affected by the Employer.</i></p>
8.11	<p><i>Contractor to observe conditions</i></p> <p><i>The Contractor shall give all notices and observe all conditions and requirements imposed by the relevant insurance policies, which shall be binding on the Contractor.</i></p>
8.12	<p><i>Contractor to insure</i></p> <p><i>The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>following insurance policies at an insurance company within 14 (fourteen) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Project Manager, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</i></p> <ul style="list-style-type: none"> <i>a. All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i> <i>b. Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R10-million per claim with the number of claims unlimited.</i> <i>c. SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i> <i>d. In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Subcontractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles.</i> <i>e. Proof must also be submitted that the Contractor complies with the conditions of the following legislation:</i> <ul style="list-style-type: none"> <i>- Compensation for Occupational Injuries and disease, 1993</i> <i>- Unemployment Insurance Act, 1996</i> <i>- The Contractor shall in respect of the Site of the contract works appoint in writing a Section 16 appointee to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended.</i> <p><i>8.13 The Employer's Agent involved must furnish the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management.</i></p> <p><i>8.14 Reporting of incidents</i></p> <p><i>In the event of an occurrence, which is likely to give rise to a claim under the insurance policy affected by the Employer, the Contractor / Subcontractors and Project Manager will adhere to the following procedures:</i></p> <ul style="list-style-type: none"> <i>a. In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer's Agent of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.</i> <i>b. The Employer's Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Employer's Agent more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Director motivating the reason(s) for the late reporting of the incident, but the Project Manager must take note the Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting.</i> <i>c. The following documentation must be included with the claim documentation:</i>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p data-bbox="676 226 1453 293">- Photos of damages caused or suffered as proof or substantiation of the claims.</p> <p data-bbox="580 327 1453 416">d. In the event of Insured Property being damaged during the Contract Works beyond economical repair, the property must be safeguarded and be handed over to the Employer's insurer for salvage.</p> <p data-bbox="580 427 1453 584">e. The Section: Insurance and Risk Management will inform the Employer's insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer, the Employer's Agent, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</p> <p data-bbox="464 618 959 651">8.15 Reporting of catastrophic incidents</p> <p data-bbox="580 685 1453 808"><i>In the event of an occurrence, which is likely to give rise to a claim, under the insurance policy effected by the Employer, with an estimated loss or damage of more than R250 000,00, the Contractor and the Employer's Agent will adhere to the following procedures:</i></p> <p data-bbox="580 842 1453 999">a. In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer's Agent Manager of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.</p> <p data-bbox="580 1010 1453 1099">b. The Employer's Agent must notify the Section: Insurance and Risk Management on the same day that the Contractor/Sub-contractor has notified the Project Manager of the incident.</p> <p data-bbox="580 1111 1453 1267">c. The Section: Insurance and Risk Management will notify the Employer's insurer of the incident. The Contractor/Sub-contractor shall afford all reasonable access to the Site to the Employer, the Employer's Agent, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</p> <p data-bbox="580 1279 1453 1592">d. The Employer's Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.</p> <p data-bbox="464 1626 967 1659">8.16 Reporting of crime related incidents</p> <p data-bbox="580 1693 1453 1883"><i>All crime related incidents, losses or shortages irrespective of the value, must be reported within 24 (twenty-four) hours by the person who was involved or who has discovered the incident to the nearest South African Police Services (SAPS) station. The name of the Police Station, Investigation Officer and the Case number must be obtained and stated on the Contractor Claim Form. Should the incident not be reported to the SAPS, the claim will be repudiated.</i></p> <p data-bbox="464 1917 815 1951">8.17 Claim documentation</p> <p data-bbox="580 1984 1453 2040"><i>The Employer's Agent must obtain all relevant information from the Contractor/Sub-contractor and complete the Contractor Claim Form, included in</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>this report as Annexure B that is available on the Intranet. The project number must be stated on the Contractor Claim Form.</i></p> <p><i>The Employer's Agent must submit with the Contractor Claim Form a detailed cost sheet indicating the estimate of the loss or damage.</i></p> <p><i>Any misrepresentation, misdescription or non-disclosure of material facts, at the option of the insurers, can result in claims submitted being declared null and void.</i></p>
8.18	<p><i>Authorization of claim forms</i></p> <p><i>It is imperative that a formally delegated official or his nominee of the Employer should authorize the Contractor Claim forms as proof of the appropriate authorization, verification and approval of claims submitted. The Strategic Executive Director must provide an authorization letter to the Section: Insurance and Risk Management stating the names and the specimen signatures of the delegated official or his nominee within 30 (thirty) days from approval of this report by Council. Should the delegated official or his nominee not sign the relevant claim form, the claim will be repudiated as this may lead to inappropriate independent verification of the validity of claims, thereby increasing the risk of insurance fraud and consequent reputation damage to the Employer.</i></p>
8.19	<p><i>Contractor to pay deductibles</i></p> <p><i>Any claim in terms of the insurance affected by the Employer shall be subject to the Contractor being responsible for the payment of the amount stated in the Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the Certificate of Insurance issued by the Employer's insurer in terms of the Policy.</i></p>
8.20	<p><i>Settlement of claims</i></p> <p><i>All incidents reported to the Section: Insurance and Risk Management in respect of an occurrence, which is likely to give rise to a claim will be forwarded to the Employer's insurer who will take the necessary actions for the settlement of any such claims.</i></p> <p><i>The Contractor shall <u>negotiate</u> for the settlement of claims with the Employer or the Employer's insurer through the Section: Insurance and Risk Management. The Employer's Chief Financial Officer will authorize all settlements of claims.</i></p> <p><i>Should action for the settlement of any such claim to the satisfaction of the Employer's Agent not be taken by the Contractor/sub-contractor within 30 (thirty) days after receipt of such claim by the Contractor/sub-contractor, the Employer or the Employer's insurer may settle any such claim, after giving the Contractor notice of its intention to do so; provided that no such claim shall be settled by the Employer or the Employer's insurer without first consulting the Contractor/sub-contractor.</i></p> <p><i>The foregoing provisions of this Sub-Clause shall apply mutatis mutandis to any such claim received by the Contractor directly.</i></p>

1.2.2 DATA PROVIDED BY THE EMPLOYER

The Data which will apply to all work under the GCC Contract is

CLAUSE/OPTION	DATA
10.1	<ul style="list-style-type: none"> The <i>Employer</i> is City of Tshwane Metropolitan Municipality. The <i>Employer</i> has authorised the Group Head to act on his behalf in respect of this Contract, save for such duties or functions: <ul style="list-style-type: none"> which other holders of office ex officio execute on behalf of the <i>Employer</i>; or for which the Group head has no authority and the <i>Employer's</i> approval is required before execution thereof. The Group Head is: ANTON GROENEWALD GROUP HEAD: REGIONAL OPERATIONS AND COORDINATION
20.1	<ul style="list-style-type: none"> The <i>scope</i> is in Part C3: Scope of Work
30.1	<ul style="list-style-type: none"> The <i>end date</i> will be 3 years after the signing of contract.

The general conditions of contract applicable to this contract shall be **General Conditions of Contract for Construction Works, Third Edition (2015)**, as well as the Data provided by Employer.

CLAUSE/OPTION	DATA
1.1.1.13	The Defects Liability period is: 12 (twelve) months from the date of the Certificate of Completion.
1.1.1.14	The time for achieving Practical Completion is: The time allocated by the Regional Project Managers for the respective as-and-when projects for which Purchase Orders were approved.
1.1.1.15	The name of the Employer is: City of Tshwane Metropolitan Municipality .
1.1.1.26	The Pricing Strategy is: Re-measurement Contract
1.2.1.2	The address of the Employer is: City of Tshwane Metropolitan Municipality Tshwane House 320 Madiba Street Pretoria CBD 0002
1.1.1.16	<p>The names of the Employer's Project Coordinator and Deputy Directors (Regional Project Managers)/ Employer's Agent are:</p> <p>ROC Department Project Coordinator: Wouter Koekemoer (WouterK@tshwane.gov.za)</p> <p>Regional Project Managers:</p> <p>Region 1: Tsholofelo D. Morolong (TsholofeloMalo@TSHWANE.GOV.ZA)</p> <p>Region 2: Tom G.B. Smith (TomS@TSHWANE.GOV.ZA)</p> <p>Region 3: Tshepo Mompei (TshepoM@TSHWANE.GOV.ZA)</p> <p>Region 4: Mpho Mafela (Mpho Mafela <MphoMa@TSHWANE.GOV.ZA)</p> <p>Region 5: Kenneth M. Phakoago (KennethPh@TSHWANE.GOV.ZA)</p> <p>Region 6: Fanyana Mokoena (FanyanaM@TSHWANE.GOV.ZA)</p> <p>Region 7: Raesetja M. Mbewe (RaesetjaS@TSHWANE.GOV.ZA)</p> <p>* Regional Project Manager means the person appointed as the Deputy Director responsible for cemeteries in the respective Region or the person appointed to act on his/her behalf as a delegate of the Regional Head with</p>

CLAUSE/OPTION		DATA																																								
		the responsibility to ensure that the terms and conditions stipulated in the tender are honoured by the Tenderer.																																								
1.2.1.2	The address of the Employer's (City of Tshwane's) Project Coordinator is:	Regional Operations and Coordination Department PO Box 440 Pretoria 0001																																								
3.1.3		<ul style="list-style-type: none">The Employer's Project Coordinator and/ or the respective Regional Project Manager is required to obtain approval of the Employer:<ul style="list-style-type: none">for expenditure on the Contract to exceed the Contract Price;prior to the execution of any of the following duties of functions: <table><tr><th>CLAUSE</th><th>DUTY/FUNCTION</th></tr><tr><td>3.2.4</td><td>Authorization to Employer's Project Coordinator and/ or the respective Regional Project Manager/ Representative or any other person</td></tr><tr><td>3.3.1</td><td>Nomination of person as Employer's Project Coordinator and/ or the respective Regional Project Manager/ Representative</td></tr><tr><td>4.10.1</td><td>Approval to use the Site for any other purpose such as housing</td></tr><tr><td>5.3.1</td><td>Delivery of the written notice to commence the execution of the works</td></tr><tr><td>5.6.3</td><td>Approval of programme of construction</td></tr><tr><td>5.7.2</td><td>Permission to carry out work by day and by night</td></tr><tr><td>5.8.1.1</td><td>Approval to work on special non-working days and between sunset and sunrise</td></tr><tr><td>5.9.7</td><td>Approval of Contractor's designs</td></tr><tr><td>5.11</td><td>Suspension of progress of the Works</td></tr><tr><td>5.13.2</td><td>Reduction of penalty for delay</td></tr><tr><td>5.14.2</td><td>The issue of a Certificate of Practical Completion</td></tr><tr><td>5.14.4</td><td>The issue of a Certificate of Completion</td></tr><tr><td>5.16.1</td><td>The issue of a Final Approval Certificate</td></tr><tr><td>6.3.1</td><td>Variation Orders in respect of variations which are not small</td></tr><tr><td>6.6</td><td>Instruction to expend on Provisional and Prime Cost Sums</td></tr><tr><td>6.11</td><td>Adjustment of Preliminary and General allowances</td></tr><tr><td>7.8.1</td><td>Order to execute work of repair, etc, during the Defects Liability Period</td></tr><tr><td>7.8.2</td><td>Determination of value of repair work</td></tr><tr><td>8.2.2.2</td><td>Order to repair and make good damage arising from any excepted risk</td></tr></table>	CLAUSE	DUTY/FUNCTION	3.2.4	Authorization to Employer's Project Coordinator and/ or the respective Regional Project Manager/ Representative or any other person	3.3.1	Nomination of person as Employer's Project Coordinator and/ or the respective Regional Project Manager/ Representative	4.10.1	Approval to use the Site for any other purpose such as housing	5.3.1	Delivery of the written notice to commence the execution of the works	5.6.3	Approval of programme of construction	5.7.2	Permission to carry out work by day and by night	5.8.1.1	Approval to work on special non-working days and between sunset and sunrise	5.9.7	Approval of Contractor's designs	5.11	Suspension of progress of the Works	5.13.2	Reduction of penalty for delay	5.14.2	The issue of a Certificate of Practical Completion	5.14.4	The issue of a Certificate of Completion	5.16.1	The issue of a Final Approval Certificate	6.3.1	Variation Orders in respect of variations which are not small	6.6	Instruction to expend on Provisional and Prime Cost Sums	6.11	Adjustment of Preliminary and General allowances	7.8.1	Order to execute work of repair, etc, during the Defects Liability Period	7.8.2	Determination of value of repair work	8.2.2.2	Order to repair and make good damage arising from any excepted risk
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5.3.1	The documentation required before commencement with Works execution are:	<ul style="list-style-type: none">Health and Safety Plan (Refer to Clause 4.3)Initial programme (Refer to Clause 5.6)Security (Refer to Clause 6.2)Proof that all contributions required in terms of the provisions of the																																								

CLAUSE/OPTION		DATA																		
		<p>Workman's Compensation Act (Act no 30 of 1941) as amended in 1993, 2002 have been paid (Refer to Cause 4.3.2)</p> <ul style="list-style-type: none"> A certified copy of Unemployment Insurance Certificate, Act of 1996 (Refer to Clause 4.3.2) 																		
5.3.2	The time to submit the documentation required from the Commencement Date is:	14 days																		
5.8.1	The non-working days are:	Sundays																		
	The special non-working days are:	<ul style="list-style-type: none"> Annual builders holiday Statutory public holidays 																		
5.13.1	The penalty for failing to complete the works is:	The penalty will be R1000/day per project to construct concrete berm strips in a particular cemetery.																		
5.14.1	Requirements for achieving Practical Completion	<ul style="list-style-type: none"> Berm Strips completed as per the time allocated by the respective Regional Project Manager regarding each of the as-and-when projects for which a Purchase Order were approved. 																		
5.16.3	The latent defect period is:	10 (ten) Years																		
6.8.2	Adjustment in rates and/or prices	<ul style="list-style-type: none"> The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: <table border="1"> <thead> <tr> <th>Coefficient</th><th>Description</th><th>Value</th></tr> </thead> <tbody> <tr> <td><i>x</i></td><td>Portion not subject to adjustment</td><td>0.10</td></tr> <tr> <td><i>a</i></td><td>Labour</td><td>0.25</td></tr> <tr> <td><i>b</i></td><td>Plant</td><td>0.15</td></tr> <tr> <td><i>c</i></td><td>Metalwork Materials</td><td>0.55</td></tr> <tr> <td><i>d</i></td><td>Fuel</td><td>0.05</td></tr> </tbody> </table> <p>(Coefficients a, b, c and d must sum to one)</p> <ul style="list-style-type: none"> The area nearest the Site is Gauteng. The base month is the month and year prior to the closing of the tender. 	Coefficient	Description	Value	<i>x</i>	Portion not subject to adjustment	0.10	<i>a</i>	Labour	0.25	<i>b</i>	Plant	0.15	<i>c</i>	Metalwork Materials	0.55	<i>d</i>	Fuel	0.05
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<i>c</i>	Metalwork Materials	0.55																		
<i>d</i>	Fuel	0.05																		
8.6	Insurance of the Works and Public Liability Insurance	<p>Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.</p> <p>A copy of the policy and the list of excesses may be obtained from</p> <p>Contractors All Risk and Liability Insurance Ms. Morongwa Mokoena (Tel: 012 358 1126) (morongwam@tshwane.gov.za) Mr Lawrence Matjila (Tel: 012 358 1374) (lawrencem@tshwane.gov.za)</p>																		
	The value of plant and materials supplied by the Employer to be included in the insurance sum is:	R 0 (zero)																		
	Responsibility for payment of deductibles in respect of	Deductibles are the responsibility of the Contractor																		

CLAUSE/OPTION		DATA
	Insurance of Works as well as Public Liability Insurance:	
	Construction Plant:	Contractor to insure. Policy to be approved by Employer
10.5	Determination of disputes	Ad-hoc Adjudication Board
10.5.3	Number of Adjudication Board members to be appointed:	One
10.6	Disagreement with Adjudication Board's decision, refer matters to:	Court proceedings

C1.2.4 DATA PROVIDED BY THE CONTRACTOR

CLAUSE/OPTION		DATA	
1.1.1.9	The name of the Contractor is:		
1.2.1.2	The address of the Contract is:	• Physical Address:	
		• Postal Address:	
		• Fax to E-Mail:	
		• E-Mail Address:	

C1.3 HEALTH AND SAFETY AGREEMENT

Article of Agreement in terms of Section 37(2) of the Occupational Safety Act, 1993 between

CITY OF TSHWANE
(Hereinafter referred to as the "EMPLOYER")

AND

Herein represented by _____ in his/her capacity as _____ duly authorised by
virtue of a resolution dated _____, attached hereto Annexure A, of the said
_____ (herein after referred to as the "CONTRACTOR")

WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an agreement in respect of

**ROC 04 2025/ 26 Tender for the construction of concrete berm strips at various cemeteries
in the seven Regions of the City of Tshwane for a three-year period, as and when required**

AND WHEREAS section 37 of the Occupational Health and Safety act, 1993 (Act 85 of 1993), hereinafter referred to as the "ACT"), imposes certain powers and duties upon the EMPLOYER.

AND WHEREAS the parties have agreed to enter into an agreement in terms of section 37(2) of the ACT.

NOW THEREFORE the parties agree as follows:

- (a) 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.
- (b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe 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.
- (c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.
- (d) 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 the 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 inspect any appropriate records held 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.
- (e) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, 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 an investigation, complaint or criminal charge as the case may be

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:
(in BLOCK letters) _____

CAPACITY:
(of authorized agent) _____

SIGNATURE:
(of authorized agent) _____

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____

2. _____

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:
(in BLOCK letters) _____

CAPACITY:
(of authorized agent) _____

SIGNATURE:
(of authorized agent) _____

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____

2. _____

C1.4 ADJUDICATOR’S AGREEMENT

This agreement is made on the _____ day of _____ between:

_____ (name of company / organisation)

of _____

_____ (address) and
_____ (name of company / organisation)

of _____

_____ (address) (the
Parties) and

_____ (name of Adjudicator)
of _____

_____ (address) (the
Adjudicator).

Disputes or differences may arise/have arisen⁶ between the Parties under a Contract dated _____ and known
as _____

and these disputes or differences shall be/have been⁷ referred to adjudication in accordance with the CIDB
Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested
to act.

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____

Name: _____

who warrants that he / she is duly
authorised to sign for and on
behalf of the first Party in the
presence of

SIGNED by: _____

Name: _____

who warrants that he / she is
duly authorised to sign for and
behalf of the second Party in the
presence of

SIGNED by: _____

Name: _____

the Adjudicator in the presence of

⁶ Delete as necessary

⁷ Delete as necessary

Witness	Witness:	Witness:
_____	_____	_____
Name:	Name	Name:
_____	_____	_____
Address:	Address:	Address:
_____	_____	_____
Date:	Date:	Date:
_____	_____	_____

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R _____ in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	<p>The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to:</p> <p>(a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs.</p> <p>(b) Telegrams, telex, faxes, and telephone calls.</p> <p>(c) Postage and similar delivery charges.</p> <p>(d) Travelling, hotel expenses and other similar disbursements.</p> <p>(e) Room charges.</p> <p>(f) Charges for legal or technical advice obtained in accordance with the Procedure.</p>
3	The Adjudicator shall be paid an appointment fee of R _____. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not ⁸ currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

¹ Delete as necessary

⁸ Delete as necessary

PART C2: PRICING DATA

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C2.1 PRICING INSTRUCTIONS

1. General

- 1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule has to be completed in black ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.
- 1.2 The Price Schedule shall be read with all the documents which form part of this Contract.
- 1.3 The following words shall have the meanings hereby assigned to them:
- Unit: The unit of measurement for each item of work in terms of the Specifications and the Project Specifications.
- Quantity: The number of units of work for each item.
- Rate: The payment per unit of work at which the tenderer tenders to do the work.
- Amount: The product of the quantity and the rate tendered for an item.
- Lump sum: An amount tendered for an item, the extent of which is described in the Price Schedule, the Specifications and the Project Specifications, but the quantity of work of which is not measured in any units.
- 1.4 Reference shall be made to the General and Special Conditions of Contract regarding Provisional and Prime Costs Sums.
- 1.5 Work reserved for Labour Intensive construction methods will be numbered with a prefix "LI" in the Price Schedule to distinguish them from the conventional construction works. Such work shall be constructed using local labour who is temporarily employed in terms of the project specification.

2. Pay Items

- 2.1 Descriptions in the Price Schedule are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Price Schedule, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.
- 2.2 The item numbers appearing in the Price Schedule refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the latter case, the item number is prefixed with the letter "B". The same applies to new clauses added to the standard specifications.
- 2.3 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 2.4 The quantities set out in the Price Schedule are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer/ Project Coordinator/ Deputy Director from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- 2.5 The units of measurement described in the Price Schedule are metric units. Abbreviations used in the Price Schedule are as follows:

mm	=	millimetre	h	=	per hour
m	=	metre	kg	=	kilogram

km	=	kilometre	t	=	ton (metric = 1000kg)
m ²	=	square metre	no	=	number
m ² .pass	=	square metre pass	sum	=	sum
ha	=	hectare	MN	=	mega newton
m ³	=	cubic meter	MN.m	=	mega newton metre
m ³ .km	=	cubic meter kilometre	PC sum	=	prime cost sum
ℓ	=	litre	prov sum	=	provisional sum
kℓ	=	kilolitre	%	=	percent
MPa	=	mega pascal	kW	=	kilowatt
V	=	volt	KVA	=	kilo volt ampere
A	=	ampere	R/only	=	rate only
month	=	per month	pe	=	per establishment
day	=	per day	pm	=	per person per month
pd	=	per person per day	p	=	per person
ph	=	per person per hour			

Definition: Per establishment (pe)

The term 'per establishment' (pe) in the Pricing Schedule for ROC 04 2025/ 26 Tender, refers to each occurrence when the Project Manager/ Deputy Director from a specific Region has procured the services of an appointed service provider to construct concrete berm strip(s). This will be done through a Purchase Order (PO) issued for each occurrence and in accordance with the stipulated quantity and in line with the approved price specified on the appointment letter of the Service Provider. It is projected that such occurrences of an expressed need for the construction of concrete berm strip(s) is estimated to be on average 3 times per year per cemetery with concrete berm strip lengths estimated to range from 250m to 400m, of which estimated duration is 1 (one) week.

- 2.6 The method of measurement published by the City of Tshwane in section 001 clause 04 and the clauses titled "Measurement and Payment" in the various sections of the Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005, is applicable, subject to the variations and amendments contained in section C3.5.

3. Rates

- 3.1 This is a rates only tender. The prices and rates to be inserted in the Price Schedule are to be full inclusive prices 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.

3.2 A price or rate is to be entered against each item in the Price Schedule, whether the quantities are stated or not.

An item against which no price is entered or where a word or phrase such as “included” or “provided elsewhere” will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Price Schedule and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

- 3.3 The Tenderer shall fill in a rate against all items where the words “rate only” appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.
- 3.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.
- 3.5 The tenderer shall not group together a number of items and tender one rate for such group of items.
- 3.6 All rates and sums of money quoted in the Price Schedule shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 3.7 All prices and rates entered in the Price Schedule must be excluding VAT. VAT will be added last on the summary page of the Price Schedule.
- 3.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 3.9 The employer reserves a right to conduct service provider’s capability to deliver on the contract and as such any service provider found to pose a risk of non-delivery on any material fact will and/or shall be disqualified.
- 3.10 All the totals in the tender are used for evaluation purposes only and does not reflect the value of the tender.

4. Corrections of entries made by tenderer

Any entry made by the Tenderer in the Price Schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

5. Quantities for evaluation only

The quantities mentioned are estimates only and the Municipality reserves the right to increase or decrease same.

The quantities set out in in **Part C2.2 Pricing Schedule**, are only approximate quantities and will only be used for **tender evaluation purposes**. These quantities do not reflect any work to be done. The amount of work to be done is **“as and when required”** i.e. unknown. The quantities given are therefore neither warranted nor guaranteed.

C2.2 PRICING SCHEDULE

Excell Spreadsheet attached: (06 Part C2_2 Pricing Schedule ROC 04 2025/ 26 Berm Strips).

GENERAL CONDITIONS

1. This is a rates only tender.
2. All the totals in the tender are used for evaluation purposes only and does not reflect the value of the tender.
3. The Municipality reserves the right to appoint one or more than one contractor per Group (A, B and C). The cemeteries are located in various Regions in the City of Tshwane. The tender will be awarded in three groups (A, B and C) as per the table below to one or more tenderer/s. The following cemeteries have berm sections:

REGION	GROUP	CEMETERY
1	A	Tshwane North
1	A	Heatherdale
1	A	Klipkruisfontein
2	B	Honingnestkranz
3	B	Zandfontein
3	B	Lotus Gardens
4	C	Olievenhoutbosch
6	C	Pretoria East
6	C	Hatherley
6	C	Eersterust

(Should berm sections be added to cemeteries in the future the groups/ Regions will remain the same).

4. The Municipality reserves the right to award the tender in part (per single group A or B or C) or as a whole (Group A, B and C).
Pricing is therefore for evaluation purposes only and does not reflect the value of the tender.
5. The quantities mentioned are estimates to be used for evaluation purposes only and the Municipality reserves the right to increase or decrease same.
6. The City of Tshwane reserves the right to enter into price negotiations.
7. The costs of the Construction Health and Safety Officer to be appointment for the tender, as well as the Health and Safety Plan and the Health and Safety File must be included on the total of the schedule of prices.

* The quantities in the Pricing Schedule are estimates to be used for evaluation purposes only and the Municipality reserves the right to increase or decrease same.

SECTION 001

ITEM	DESCRIPTION	UNIT	* Estimated Quantity	UNIT RATE	TOTAL AMOUNT
SERIES 0	GENERAL				
Section 001	General Requirements and Charges				
B001.01	Preliminary and General Charges:				
B001.01.01	Fixed charges	pe	55		
001.03	Excavate by hand to expose existing services and backfill	m ³	275		
B001.04	Compliance with the Occupational Health and Safety Act and applicable regulations				
B001.04.03	Provision of construction supervisor-				
B001.04.03.02	Full time for each occurrence (pe) with estimated duration of +/- one week	day	275		
B001.04.06	Provision of personal protective clothing and equipment	p	330		
B001.04.07	Provision of safety fences, signs and barricades	pe	55		
B001.06	Contract Notice Board (See Drawing STD-001)	no	55		
TOTAL CARRIED TO SUMMARY					
<p>* The term 'per establishment' (pe) in the Pricing Schedule for ROC 04 2025/ 26 Tender, refers to each occurrence when the Project Manager/ Deputy Director from a specific Region has procured the services of an appointed service provider to construct concrete berm strip(s). This will be done through a Purchase Order (PO) issued for each occurrence and in accordance with the stipulated quantity and in line with the approved price specified on the appointment letter of the Service Provider. It is projected that such occurrences of an expressed need for the construction of concrete berm strip(s) is estimated to be on average 3 times per year per cemetery with concrete berm strip lengths estimated to range from 250m to 400m, of which estimated duration is 1 (one) week.</p>					

Signature of person authorised to sign the tender:	Date

SECTION 101

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL AMOUNT
SERIES 1	ANCILLARY WORK				
Section 101	Site Clearing and Grubbing				
101.01	Clearing and grubbing				
101.01.02	Strips (2m wide)		5 500		
101.02	Cutting and removing large trees with a girth -				
101.02.01	exceeding 1m and up to and including 2m	no	55		
101.02.02	exceeding 2m and up to and including 3m	no	55		
101.02.03	exceeding 3m and up to and including 4m	no	55		
101.03	Grubbing and the removal of the stumps and roots of large trees with girth -				
101.03.01	exceeding 1m and up to and including 2m	no	55		
101.03.02	exceeding 2m and up to and including 3m	no	55		
101.03.03	exceeding 3m and up to and including 4m	no	55		
TOTAL CARRIED TO SUMMARY					

Signature of person authorised to sign the tender:

Date

SECTION 103					
ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL AMOUNT
SERIES 1	ANCILLARY WORK				
Section 103	Overhaul				
103.01	Overhaul on material hauled outside the defined free-haul boundaries	m ³ . km	1000 m ³		
	(Submission of proof of documentation from dumping site)				
	(Free-haul boundaries will be defined as 16km outside the indicated site boundaries)				
TOTAL CARRIED TO SUMMARY					

Signature of person authorised to sign the tender:	Date

SECTION 202

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL AMOUNT
SERIES 2	EARTHWORKS				
Section 202	Trenching				
202.01.01	Trench excavation <u>Up to 1m wide</u>				
202.01.01.01	Up to 1,0m deep	m³	1375		
202,06	The backfilling of trenches with material obtained from excavations	m³	825		
202,10	Removal of spoil material (within the free-haul distance of 16 km) (Submission of proof of documentation from dumping site)				
202.10.01	To positions indicated on the drawings by the engineer/ / Project Coordinator/ Deputy Director (Part C4.1 PLAN OF CAST INSITU CONCRETE STRIPS)	m³	550		
202,12	Extra over item 202.06 for additional compaction of backfill to 93% of modified AASHTO density	m³	825		
203.08	Preparation and compaction of construction bed material to 90% of modified AASHTO density	m³	55		
203.10	In situ treatment of the construction bed				
203.10.01	In situ treatment by ripping	m³	825		
TOTAL CARRIED TO SUMMARY					

Signature of person authorised to sign the tender:

Date

SECTION 610

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL AMOUNT
SERIES 6	ROADS AND PARKING AREAS				
Section 610	Concrete Pavements				
610.01	Concrete pavement (Part C4.1 PLAN OF CAST INSITU CONCRETE STRIPS)				
610.01.02	Class 25/19, 100mm - 150mm thick (Including Class U2 concrete finish)	m ³	275		
610.02	Texturing and curing of concrete Pavement				
610.02.01	Wire-brush texturing	m ²	2 750		
610.02.02	Curing	m ²	2 750		
610.04	Joints				
610.04.01	Expansion joints complete (excluding dowels)	m	935		
610.05	Coring and testing of cores				
610.05.01	100mm cores drilled from pavement	no	rate only		
610.05.02	150mm cores drilled from pavement and tested for compressive strength	no	rate only		
610.06	Repairing cracks				
610.06.01	By injection of epoxy resin	m	rate only		
610.06.02	By grouting and sealing with cold-applied liquid sealant	m	rate only		
610.07	Breaking up, removing and replacing defective slabs	m ²	rate only		
TOTAL CARRIED TO SUMMARY					

Signature of person authorised to sign the tender:				Date	
SECTION 703					
ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL AMOUNT

SERIES 7	STRUCTURES				
Section 703	Steel reinforcement for structures				
703.03.01	Welded – steel fabric				
703.03.01.01	Ref 617 high tensile welded - steel	m ²	2 750		
TOTAL CARRIED TO SUMMARY					

Signature of person authorised to sign the tender:	Date

SUMMARY OF PRICING SCHEDULE

SECTION	DESCRIPTION	TOTAL AMOUNTS
SERIES 0	GENERAL	
001	General Requirements and Charges	
SERIES 1	ANCILLARY WORK	
101	Site Clearing and Grubbing	
103	Landscaping and Grassing	
SERIES 2	EARTHWORKS	
202	Trenching	
SERIES 6	ROADS AND PARKING AREAS	
610	Concrete Paving	
SERIES 7	STRUCTURES	
703	Steel reinforcement for structures	
TOTAL SCHEDULE OF PRICES		

Signature of person authorised to sign the tender:	

DESCRIPTION	TOTAL AMOUNT
TOTAL OF SCHEDULED PRICES	
Add 10% for contingencies	
SUBTOTAL	
Add 15% VAT	
CONTRACT PRICE CARRIED FORWARD TO FORM OF OFFER	

Signature of person authorised to sign the tender:	Date

REGIONAL OPERATIONS AND COORDINATION

BID NAME

TENDER FOR CONSTRUCTION OF CONCRETE BERM STRIPS AT VARIOUS CEMETERIES IN THE SEVEN REGIONS OF THE CITY OF TSHWANE: THREE YEAR PERIOD, AS AND WHEN REQUIRED

BID NUMBER

(ROC 04 2025/26)

1. INTRODUCTION AND PURPOSE

Tenderers are called for the construction of concrete berm strips at various cemeteries in the seven Regions of the City of Tshwane for a three-year period, as and when required.

2. BACKGROUND

The tender is needed for the construction of concrete berm strips along the berm section. The berm section in a cemetery is set aside where memorial work is restricted to a headstone, erected on a berm, only with ground cover planted over the length of the grave.

The following cemeteries have berm sections, but some cemeteries can be added in the future:

REGION	GROUP	CEMETERY
1	A	Tshwane North
1	A	Heatherdale
1	A	Klipkruisfontein
2	B	Honingnestkranz
3	B	Zandfontein
3	B	Lotus Gardens
4	C	Olievenhoutbosch
6	C	Pretoria East
6	C	Hatherley
6	C	Eersterust

DEFINITIONS

- **Deputy Director** means the person appointed as the Deputy Director responsible for cemeteries in the respective Region or the person appointed to act on his/her behalf as a delegate of the Regional Head with the responsibility to ensure that the terms and conditions stipulated in the tender are honored by the Tenderer.
- **Occupational Health and Safety Specification** is required by the Construction Regulations, 2014, as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993), and in accordance to OHS Specification ROC 08 2022.23 Berm Strips.

- **Cemetery and Cremation By-Laws** is By-laws published in terms of Local Authority Notice which stipulates rules, regulations and guidelines to control Cemetery and Crematorium activities.

3. SPECIFICATION

- 3.1 In order to construct the berm strips, excess soil must be removed or filled up in order to obtain an equal line.
- 3.2 Should a filling be necessary it must be done in layers of 150 mm, each layer must be compacted to a 95% AASHTO density. Contractor to supply compaction certificate.
- 3.3 The surface of the berm must be level with the kerbs that run along the road.
- 3.4 Pour the concrete strips in 6-meter panels that are 500 mm wide and 100 mm thick. Place steel mesh (the mesh specified consist of 10mm thick rods) the entire area of the concrete strip with 50mm concrete covering.
- 3.5 Supply a soft board joint at each 6-meter of concrete strip, and at each 1.5 m a line should be drawn in the cement to indicate the grave block.
- 3.6 All concrete must be of 25MPA ready mix, (Concrete crusher stone mixture) class and must be supplied by the Contractor.
- 3.7 Grave numbers will be supplied to the Contractor by the City of Tshwane Metro Municipality for affixing to the concrete berms.
- 3.8 The concrete will be finished off neatly according to the instructions of and to the satisfaction of the Regional Deputy Director.
- 3.9 All material should comply with all relevant national standards where applicable.
- 3.10 The Service Provider should comply to Occupational Health & Safety Specification, as required by the Construction Regulations, 2014, as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993), and in accordance to OHS Specification.
- 3.11 The costs of the Construction Health and Safety Officer to be appointment for the tender, as well as the Health and Safety Plan and the Health and Safety File must be included on the total of the schedule of prices.
- 3.12 The following Personal Protective Equipment's must be provided to employees by the contractor:
 - Safety shoes /gumboots
 - Work suits /overalls
 - Work gloves
 - Dust masks
- 3.13 The contractor is responsible for the clearing and cleaning of the site.
- 3.14 All work must be done according to the Cemetery and Cremation By-Laws published in terms of Local Authority Notice which stipulates rules, regulations and guidelines to control Cemetery and Crematorium activities.

4 DELIVERABLES

- 4.1 Delivery of material and construction must take place within 7 days of receiving an official purchase order.

- 4.2 Delivery address will be indicated on the official purchase order.
- 4.3 Delivery of materials should include the off-loading thereof.
- 4.4 An official purchase order must be issued before any delivery may be made to the Municipality.
- 4.5 The tender will be awarded per item to one or more successful bidder(s).
- 4.6 The term “delivered” includes pallet or hand off-loading by the contractor/s with their own vehicles or their authorized representatives and handing over to the responsible officials of the Municipality at their respective sites or depot where such materials are required to be delivered.
- 4.7 The City of Tshwane may at any stage after the appointment of the contractor, during the production or execution, or at completion of work, subject the contractor to an inspection of the premises of the contractor at all reasonable hours to inspect contractor’ vehicles, implements, and equipment and premises. These inspections shall be carried out as follows: The Deputy Director will visit the premises upon a formal appointment to inspect all plant and equipment and other items deemed necessary.

4. DRAWING OF CONCRETE BERM STRIPS

Drawing of Concrete berm strips as per Part C4.1 PLAN OF CAST INSITU CONCRETE STRIPS.

5. MARKET ANALYSIS

The City of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, where a tenderer offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the tenderer if they will be able to deliver on the price, if a tenderer confirm that they cannot, the tenderer will be disqualified based on being non-responsive. If they confirm that they can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the contractor. Further action on failures by the contractor to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

The city further reserves the right to negotiate a market related price with a tenderer scoring the highest points. If the tenderer does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the tenderer scoring the second highest points, if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the city reserves the right to cancel the tender.

PART C3: SCOPE OF WORK

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C3.1 DESCRIPTION OF THE WORKS

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C3.1.1 Employers objectives

Municipal cemeteries play a critical role in community life. The City of Tshwane provides burial space at municipal cemeteries in various Regions. Community Services in the Regions are responsible for the general maintenance of cemeteries and other services such as grave digging, booking and reservation of graves, administering the process for tombstone erection, records management, etc.

The tender is needed for the construction of concrete berm strips along the berm section. The berm section in a cemetery is set aside where memorial work is restricted to a headstone, erected on a berm, only with ground cover planted over the length of the grave.

Works earmarked for Labour Intensive construction methods will be numbered with a prefix “LI” in the Price Schedule to distinguish them from the conventional construction works. Such work shall be constructed using local workers who are temporarily employed in terms of the project specification.

C3.1.2 Overview of the works

The works will comprise the construction of concrete berm strips for the cemeteries within the Tshwane municipal boundary. The work will be done by work packages on an as required basis, with the size and location of the work changing, depending on the needs of the municipality. Conventional and labour-intensive construction methods (LIC) will be employed to complete the work, with the Employer’s Project Coordinator and/ or respective Regional Project Managers ruling on the method to be used.

C3.1.3 Extent of the works

C3.1.3.1 Conventional construction methods

- Setting out of works
- Box cutting and/or Filling
- Construction of pavement layers
- Construction of concrete berm strips
- Quality control
- Maintenance of the work during the construction and subsequent liability periods

C3.2.3.2 Labour intensive construction (LIC)

- Clearing and grubbing
- Concrete paving

C3.1.4 Location of the works

The Municipality reserves the right to appoint one or more than one contractor per Group (A, B and C). The cemeteries are located in various Regions in the City of Tshwane. The tender will be awarded in three groups (A, B and C) as per the table below to one or more tenderer/s. The following cemeteries have berm sections:

REGION	GROUP	CEMETERY
1	A	Tshwane North
1	A	Heatherdale
1	A	Klipkruisfontein
2	B	Honingnestkranz
3	B	Zandfontein
3	B	Lotus Gardens
4	C	Olievenhoutbosch
6	C	Pretoria East
6	C	Hatherley
6	C	Eersterust

(Should berm sections be added to cemeteries in the future the groups/ Regions will remain the same).

C3.2 ENGINEERING

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C3.2.1 Employer's design

The employer is responsible for the design of the permanent works as reflected in the Contract Documents unless otherwise stated. It is the responsibility of the Contractor to design the temporary works and ensure their compatibility with the permanent works. The Contractor shall supply all the details necessary to assist the Engineer/ Project Coordinator/ Regional Project Manager in compilation of the as- built drawings.

C3.2.2 Drawings

A Typical Berm Strip Drawing P5588 is included: Part C4.1 PLAN OF CAST INSITU CONCRETE STRIPS.

C3.3.2 Preferential procurement procedures

C3.3.2.1 Requirements

C3.3.2.1.1 Employment of unskilled and semi-skilled labour in Labour Intensive Construction works

1. Requirements for the sourcing and engagement of labour
 - 1.1 Unskilled and semi-skilled labour require for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
 - 1.2 The guideline pay rate set for the EPWP per task or per day is as determined by Basic Conditions of Employment Act (75/1997): Sectoral Determination 2: Civil Engineering Sector, South Africa.
 - 1.3 Tasks by the Contractor must be such that:
 - (a) the average worker completes 5 tasks per week in 40 hours or less; and
 - (b) the weakest worker completes 5 tasks per week in 55 hours or less.
 - 1.4 The Contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.3.
 - 1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - (a) where the head of the household has less than a primary school education;
 - (b) that have less than one full time person earning an income;
 - (c) where subsistence agriculture is the source of income;
 - (d) those who are not in receipt of any social security pension income.
 - 1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
 - (a) 55% women;
 - (b) 55% youth who are between the ages of 18 and 35; and
 - (c) 2% persons with disabilities.

C3.3.2.2 Resource standard pertaining to targeted procurement

The Contractor shall deliver the following deliverables in terms of the relevant SANS 1914 and the associated specification data:

C3.3.2.2.1 Provide business opportunities for targeted enterprises in terms of SANS 1914-4

1. General

Targeted enterprises shall be engaged in the performance of the contract in accordance with the requirements of SANS 1914-4 as amended in 2

2. Amendments to SANS 1914-4

2.1 Replace the existing definitions with the following:

contract participation goal (CPG)

value of supplies, services and works for which the contractor contracts targeted enterprises exclusive of any value added tax or sales tax which the law requires the employer to pay to the contractor, expressed as a percentage of the contract amount associated with the targeting strategy that is identified in the specification data

2.2 Add the following definitions:

contract amount

1) targeting strategy A

financial value of the contract at the time of the award of the contract, exclusive of all allowances and any value added tax or sales tax which the law requires the employer to pay to the contractor

2) targeting strategy B

financial value of the contract upon completion of all contractual obligations, exclusive of any value added tax or sales tax which the law requires the employer to pay to the contractor

targeting strategy A

a strategy which:

- a) links the granting of a preference by the employer in the evaluation of tender offers in return for the tendering of a contract participation goal or an undertaking to attain a specified contract participation goal at the time that tenders are evaluated; or
- b) requires a contractor to achieve a minimum specified goal in the performance of a contract; or
- c) involves both a) and b)

targeting strategy B

a strategy which:

- a) links the payment of an incentive bonus to a contractor for the attainment of a specified contract participation goal; or
- b) requires the contractor to record and report on the quantum of work generated for targeted labour

2.3 Replace clauses 3.11 and 3.12 with the following:

3.1.1 The contractor shall engage targeted enterprises directly or indirectly in the performance of the contract to the extent that the total monetary value of such engagements exclusive of any value added tax or sales tax required by law, is sufficient to achieve the contract participation goal provided for in the specification data.

3.1.2 The contractor shall, in the case of targeting strategy A, submit details of his plan to achieve the contract participation goal to the employer's representative on the contract participation goal implementation plan form contained in annex C, within five working days of being instructed to do so. If no such instructions are given, these plans shall be submitted before the submission of the first claim for payment.

2.4 Replace 3.2.2 with the following:

3.2.2 Contractors shall submit completed targeted enterprise declaration affidavits and, where targeting strategy A applies, letters of undertaking to act as sub-consultants, subcontractors suppliers, manufacturers or service providers (see annex D), in respect of each and every targeted enterprise and targeted partner whose contribution shall be counted towards the contract participation goal. These documents shall, unless otherwise stated in the specification data, be submitted to the employer's representative before the submission of the first claim for payment.

2.5 Replace 4.1 with the following:

4.1 The contractor shall enter into written contractual agreements with all the targeted enterprises and targeted partners cited in the contract participation goal implementation plan and shall, as soon as is practicable, furnish the employer's representative with copies of such agreements and the written acceptances thereof. The contract to be performed by the targeted enterprises and targeted partners shall, in the case of targeting strategy A, thereafter neither be reduced in scope, nor terminated without the prior written approval of the employer's representative, which shall not be unreasonably withheld or delayed.

2.6 Replace 4.2.1 with the following:

4.2.1 Where targeting strategy A applies and in the event that, through no fault of the contractor, a contracted targeted enterprise is found to be:

- a) unable to perform, or to perform on time;
- b) unable to produce acceptable work;
- c) unwilling to perform work required; or
- d) not fit to perform the service;

the contractor shall notify the employer's representative of the apparent necessity to reduce or terminate such a targeted enterprise's contract, citing the reasons therefor.

2.7 Replace 4.3 with the following:

Where, in the case of targeting strategy A, an enterprise under contract was initially considered to be a targeted enterprise but is later discovered not to be so, or is found not to be creditable towards contract participation goals, the employer may consider a partial waiver of the contractor's obligations towards the achievement of the contract participation goal in respect of such a targeted enterprise, should the contractor satisfactorily demonstrate that he was justified in believing the enterprise to be a targeted enterprise and that eligibility standards were not violated.

2.8 Replace 6 with the following:

In the event that, and where targeting strategy A applies, the contractor fails to substantiate that any failure to achieve the contract participation goal was due to

- a) quantitative underruns,

- b) the elimination of items contracted to targeted enterprises, or
c) any other reason beyond the contractor's control which may be acceptable to the employer,
the sanctions provided for in the contract shall apply.

2.9 Delete “net amount” in definitions and replace “net amount” with “contract amount” wherever it appears in the text.

Clause	Specification Data	
The specification data associated with SANS 1914-5 is as follows		
2.7	The names of the Employer’s Project Coordinator/ Regional Project Managers/ Employers Agent(s) are:	<p>ROC Department Project Coordinator: Wouter Koekemoer (WouterK@tshwane.gov.za)</p> <p>Regional Project Managers:</p> <p>Region 1: Tsholofelo D. Morolong (TsholofeloMalo@TSHWANE.GOV.ZA)</p> <p>Region 2: Tom G.B. Smith (TomS@TSHWANE.GOV.ZA)</p> <p>Region 3: Tshepo Mompei (TshepoM@TSHWANE.GOV.ZA)</p> <p>Region 4: Mpho Mafela (Mpho Mafela (MphoMa@TSHWANE.GOV.ZA)</p> <p>Region 5: Kenneth M. Phakoago (KennethPh@TSHWANE.GOV.ZA)</p> <p>Region 6: Fanyana Mokoena (fanyanam@tshwane.gov.za/ Abie K. Motsubela (AbieM@Tshwane.gov.za)</p> <p>Region 7: Raesetja M. Mbewe (raesetjas@tshwane.gov.za)</p> <p>* Regional Project Manager means the person appointed as the Regional Project Manager responsible for cemeteries in the respective Region or the person appointed to act on his/her behalf is a delegate of the Regional Head with the responsibility to ensure that the terms and conditions stipulated in the tender are honoured by the Tenderer.</p>
	Target area:	
	Target Area 1	The ward/wards in which the work package is to be performed
	Target Area 2	The ward/wards directly adjoining the ward/wards in which the work package is to be performed.
	Target Area 3	The region within which the ward/wards in which the work package is to be performed resides
	Target Area 4	The Tshwane Municipal area
2.17	Targeted enterprise is	Will be specified for each work package.
	The targeting strategy is	Strategy A b)

	The contract participation goal may only be achieved by subcontracting work to one or more targeted enterprises to perform commercially useful functions in the performance of the contract.	
2.9	The following weightings shall apply:	
	Target Area 1	1.2
	Target Area 2	1.0
	Target Area 3	0.8
	Target Area 4	0.6
6	Sanctions	<p>In the event that the Contractor fails to substantiate that any failure to achieve the Contract Participation Goal relating to the granting of preference was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay the Employer a financial penalty in the following manner:</p> $P = 0.15 \times \frac{(D - D_o)}{100} \times N_A$ <p>Where</p> <p>D = required Contract Participation Goal percentage</p> <p>D_o = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the work package</p> <p>N_A = Net Amount</p> <p>P = Rand value of penalty payable</p>

C3.3.2.2.2 Employment of unskilled and semi-skilled labour in Labour Intensive Construction works in terms of SANS 1914-5

1. General

Targeted labour shall be engaged in the performance of the contract in accordance with the requirements of SANS 1914-5 as amended in 2

2. Amendments pertaining to SANS 1914-5

2.1 Replace the existing definitions with the following:

contract participation goal (CPG)

amount equal to the sum of the wages and allowances for which the contractor contracts to engage targeted labour exclusive of any value added tax or sales tax required by law, expressed as a percentage of the contract amount associated with the targeting strategy that is defined in the specification data

targeted labour: Unemployed persons who are employed as local labour on a work package.

2.2 Add the following definitions:

contract amount

1) targeting strategy A

financial value of the contract at the time of the award of the contract, exclusive of all allowances and any value added tax or sales tax which the law requires the employer to pay to the contractor

2) targeting strategy B

financial value of the contract upon completion of all contractual obligations, exclusive of any value added tax or sales tax which the law requires the employer to pay to the contractor

targeting strategy A

a strategy which:

- a) links the granting of a preference by the employer in the evaluation of tender offers in return for the tendering of a contract participation goal or an undertaking to attain a specified contract participation goal at the time that tenders are evaluated; or
- b) requires a contractor to achieve a minimum specified goal in the performance of a contract; or
- c) involves both a) and b)

targeting strategy B

a strategy which:

- a) links the payment of an incentive bonus to a contractor for the attainment of a specified contract participation goal; or
- b) requires the contractor to record and report on the quantum of work generated for targeted labour

2.3 Terms and conditions for the engagement of targeted labour

Further to the provisions of Clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

2.4 The schedule referred to in Clause 5.2 of SANS 1914-5 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of formal training provided to targeted labour.

2.5 Replace 6 with the following:

In the event that, and where targeting strategy A applies, the contractor fails to substantiate that any failure to achieve the contract participation goal was due to

- a) quantitative underruns,
- b) the elimination of items contracted to targeted enterprises, or
- c) any other reason beyond the contractor's control which may be acceptable to the employer,

the sanctions provided for in the contract shall apply.

3. Training of targeted labour

- 3.1 The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- 3.2 The cost of the formal training of targeted labour must be included in the total of the schedule of prices.
- 3.3 The Contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
- 3.4 An allowance equal to 100 % of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 3.3 above.
- 3.5 Proof of compliance with the requirements of 3.2 to 3.4 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

Clause	Specification Data	
The specification data associated with SANS 1914-1 is as follows		
2.5	The names of the Employer’s Project Coordinator/ Regional Project Managers/ Employers Agent	<p>ROC Department Project Coordinator: Wouter Koekemoer (WouterK@tshwane.gov.za)</p> <p>Regional Project Managers:</p> <p>Region 1: Tsholofelo D. Morolong (TsholofeloMalo@TSHWANE.GOV.ZA)</p> <p>Region 2: Tom G.B. Smith (TomS@TSHWANE.GOV.ZA)</p> <p>Region 3: Tshepo Mompei (TshepoM@TSHWANE.GOV.ZA)</p> <p>Region 4: Mpho Mafela (Mpho Mafela (MphoMa@TSHWANE.GOV.ZA)</p> <p>Region 5: Kenneth M. Phakoago (KennethPh@TSHWANE.GOV.ZA)</p> <p>Region 6: Fanyana Mokoena (fanyanam@tshwane.gov.za)</p> <p>Region 7: Raesetja M. Mbewe (raesetjas@tshwane.gov.za)</p> <p>* Regional Project Manager means the person appointed as the Regional Project Manager responsible for cemeteries in the respective Region or the person appointed to act on his/her behalf is a delegate of the Regional Head with the responsibility to ensure that the terms and conditions stipulated in the tender are honoured by the Tenderer.</p>
	Target area:	
	Target Area 1	The ward/wards in which the work package is to be performed
	Target Area 2	The ward/wards directly adjoining the ward/wards in which the work package is to be performed.
	Target Area 3	The region within which the ward/wards in which the work package is to be performed resides
	Target Area 4	The Tshwane Municipal area

2.8	Targeted labour means	Unemployed persons who are employed as local labour on the work package
	The targeting strategy is	Strategy A b)
2.9	The following weightings shall apply:	
	Target Area 1	1.2
	Target Area 2	1.0
	Target Area 3	0.8
	Target Area 4	0.6
6	Sanctions	<p>In the event that the Contractor fails to substantiate that any failure to achieve the Contract Participation Goal relating to the granting of preference was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay the Employer a financial penalty in the following manner:</p> $P = 0.15 \times \frac{(D - D_o)}{100} \times N_A$ <p>Where</p> <p>D = required Contract Participation Goal percentage</p> <p>D_o = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the work package</p> <p>N_A = Net Amount</p> <p>P = Rand value of penalty payable</p>

C3.4 CONSTRUCTION

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C3.4.1 Works specifications

C3.4.1.1 Applicable standards

The applicable Standard Specifications shall be the document **Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005**, issued by the Employer.

Tenderers, Contractors and Subcontractors shall obtain their own copies of the document **Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005**, for tendering purposes and for use for the duration of the Contract from the Procurement Advice Centre, C de Wet Centre, 175 D F Malan Drive, Pretoria West and shall bear all expenses in this regard. Also, freely available in electronic (pdf) format at:

<https://www.tshwane.gov.za/sites/residents/Services/CTMMCIVILSPECIFICATION/CTMM%20Civil%20Specification%202005.pdf> or <https://www.tasez.co.za/wp-content/uploads/2025/06/Engineering-and-City-of-Tshwane-SpecificationsCTMM-Civil-Specification-2005.pdf>

The **Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005** have been written to cover all types of municipal civil engineering works and it may therefore cover work not applicable to this contract.

C3.4.1.2 Applicable national and international standards

Will be specified per work package

C3.4.1.3 Particular/generic specifications

C3.4.1.3.1 Generic Labour Specification

01 Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) Kerbing
- b) Concrete paving

02 Precedence

Where this specification conflicts with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this Contract, the requirements of this specification shall prevail.

03 Hand excavate-able material

Hand excavate-able material is material:

- a) granular materials:
 - i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dens, or dense; or
 - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a Dynamic Cone Penetrometer (DCP) is required to penetrate 100mm;
- b) cohesive materials:
 - i) whose consistency when profiled may in terms of Table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or

- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a Dynamic Cone Penetrometer (DCP) is required to penetrate 100mm.

NOTE:

- 1) A boulder, a cobble and gravel are material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A Dynamic Cone Penetrometer (DCP) is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle
Loose	Small resistance to penetration by sharp end of a geological pick	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40mm; can be moulded by fingers with some pressure
Medium dense	Considerable resistance to penetration by sharp end of a geological pick	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation	Stiff	Can be indented by thumbnail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers
Very dense	High resistance to repeated blows of a geological pick	Very stiff	Indented by thumbnail with difficulty; slight indentation produced by blow of a geological pick point

04 Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 150mm.

- a) to 95% Proctor density;
- b) such that in excess of 5 blows of a Dynamic Cone Penetrometer (DCP) is required to penetrate 100mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or

- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

06 Excavation

All hand excavate-able material including topsoil classified as hand excavate-able shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

07 Clearing and grubbing

Grass and small bushes shall be cleared by hand.

08 Shaping

All shaping shall be undertaken by hand using a 20mm nosing tool.

09 Loading

All loading shall be done by hand, regardless of the method of haulage.

10 Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

11 Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilized for haulage.

12 Spreading

All material shall be spread by hand.

13 Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

14 Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

15 Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

16 Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, pre-cast concrete planks and pipes, masonry unit and edge beams shall not individually, have a mass of

more than 320kg. In addition, the items shall be large enough so that eight workers can conveniently and simultaneously acquire a proper hand hold on them.

C3.4.1.3.2 Labour intensive competencies for supervisory and management staff

Personnel	NQF level	Unit standard titles
Team leader/ supervisor	2	Construction and/ or Civil Engineering related qualification
Foreman/ Construction Supervisor (B001.04.03)	4	Construction and/ or Civil Engineering related qualification
Site Manager (i.e. the contractor's most senior representative.	5	Construction and/ or Civil Engineering related qualification

C3.4.2 Plant and materials

C3.4.2.1 Plant and materials supplied by the employer

The Employer will **not** supply any plant and / or materials.

C3.4.2.2 Materials, samples and shop drawings

C3.4.2.2.1 Paving Construction Materials

The contractor shall be responsible for procurement and supply of the 25 MPA ready mix concrete from commercial sources.

C3.4.2.2.2 Aggregate for Concrete

The crushed stone and aggregate to be used in the base, surfacing and concrete must be approved by the Engineer/ Project Coordinator/ Regional Project Manager before it may be used.

C3.4.2.2.3 Water for concrete and Construction Purposes

No natural water from rivers, streams, boreholes, pans, dams or irrigation canals shall be used for concrete, stabilised layers or compaction purposes. Only suitably purified (drinking quality) water shall be used.

The contractor must make adequate provision in his tender for all negotiations and procurement of water for construction activities and all related costs will be deemed to be included in his tendered rates.

C3.4.2.2.4 Spoil Material

The contractor shall make his own arrangements for the provision of a suitable place off the site for the disposal of material obtained from excavations, demolition, clearing and grubbing the demolition of boundary walls, brick work, foundation excavations, etc. The rates in the schedule of quantities shall include all costs or fees payable to cover the disposal at the dumping site. The rates must allow for haul as no haul will be payable.

C3.4.2.2.5 Cement for concrete

The cement used for the construction of culverts, foundations and bridge structures as well as for stabilisation must be approved by the Engineer/ Project Coordinator/ Regional Project Manager prior to construction.

C3.4.3 Construction equipment

C3.4.3.1 Requirements for equipment

The construction methods adopted and plant and equipment used shall be at the discretion of the Contractor, provided always that the construction methods adopted and Plant used by the Contractor are appropriate in respect to the nature of the Works to be executed and the standards to be achieved in the Contract.

C3.4.3.2 Equipment provided by the Employer

The Employer will **not** provide any equipment.

C3.4.4 Existing services

C3.4.4.1 Location of services

The location of services is not known at this stage. The Contractor shall locate and establish the actual position of any services on Site before starting the construction. The Contractor will be responsible to obtain the necessary permissions and way leave approvals from the relevant Service Owners.

Payment will not be made for any inconvenience caused to the Contractor in regard to any services crossing the Site or any authority working on any such service, nor will any delays caused by such works be accepted as a basis for claiming an extension of time for completing the works. All communications with owners of services and their work teams must take place in conjunction with the Engineer/ Project Coordinator/ Regional Project Manager or his/ her representative.

C3.4.4.2 Treatment of existing services

AS per the Engineer's/ Project Coordinator's/ Regional Project Manager's Instructions.

C3.4.4.3 Use of detection equipment for the location of underground services

Equipment to be used at the direction of the Engineer/ Project Coordinator/ Regional Project Manager.

C3.4.4.4 Damage to services

All services damaged by the Contractor shall be reported directly to relevant institution and will be rectified with immediate effect. No separate payment will be made to the Contractor for services damaged and repaired by him/her.

C3.4.4.5 Reinstatement of services and structures damaged during construction

The Engineer/ Project Coordinator/ Regional Project Manager will determine the requirements and reinstatement procedures for the notification and repair of damage to services, penalties applicable to the damage of services.

C3.4.5 Site establishment

C3.4.5.1 Services and facilities provided by the employer

The employer will not provide any services and / or facilities.

C3.4.5.2 Facilities provided by the contractor

C3.4.5.2.1 Contractor's Camp site

Not Applicable.

C3.4.5.2.2 Water Supply

The Contractor shall make his own arrangement for potable and construction water. No natural water from rivers, streams, boreholes, pans, dams or irrigation canals shall be used for concrete or stabilised layers. Only drinking quality purified water shall be used. The Contractor must make adequate provision in his tender for all negotiations and procurement of water for construction activities and all related costs will be deemed to be included in his tendered rates.

C3.4.5.2.3 Power Supply

The Contractor shall make his own arrangements.

C3.4.5.2.4 Ablution Facilities

The Contractor shall, at each construction area, provide sufficient portable chemical latrine units. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the approval of the Engineer/ Project Coordinator/ Regional Project Manager. No separate payment shall be made for this requirement, and the costs thereof must be included on the total of the Prices in the Pricing Schedule.

C3.4.5.2.5 Cellular Telephone

It is a requirement of the contract that the contractor shall equip his site manager(s)/ agent(s) with a cellular telephone to allow for effective communication between the contractor's supervisory personnel and the Engineer's/ Project Coordinator's/ Regional Project Manager's supervisory staff. All costs associated with the provision of cellular telephones for the contractor's personnel must be included on the total of the schedule of prices.

C3.4.5.2.6 Site Facilities required by the Engineer

One site office for engineer not required. The engineer does not require housing and office for personnel or laboratory facilities.

C3.4.5.3 Storage and laboratory facilities

The Engineer/ Project Coordinator/ Regional Project Manager will order the Contractor to provide as needed.

C3.4.5.4 Other facilities and services

None.

C3.4.5.5 Vehicles and equipment

The Engineer/ Project Coordinator/ Regional Project Manager will order the Contractor to provide as needed.

C3.4.5.6 Advertising rights

Not applicable.

C3.4.5.7 Notice boards

One notice board will be supplied by the Contractor which will be erected at the construction site as per instruction of the Engineer/ Project Coordinator/ Regional Project Manager.

C3.4.6 Site usage

Not applicable.

C3.4.7 Permits and way leaves

The Engineer/ Project Coordinator/ Regional Project Manager will be responsible for the initial application of permits and wayleaves after which the contractor will be responsible for maintaining and renewing of permits and wayleaves.

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

To be carried out with the instruction from the Engineer/ Project Coordinator/ Regional Project Manager .

C3.4.9 Inspection of adjoining properties

Adjacent buildings and properties will be inspected before commencing with the works that have the potential to damage surrounding buildings and property on the instruction of the Engineer/ Project Coordinator/ Regional Project Manager and according to his requirements.

C3.4.10 Water for construction purposes

No natural water from rivers, streams, boreholes, pans, dams or irrigation canals shall be used for concrete or stabilised layers. Only drinking quality purified water shall be used. The Contractor must make adequate provision in his tender for all negotiations and procurement of water for construction activities and all related costs will be deemed to be included in his tendered rates.

C3.4.11 Survey control and setting out of the works

Survey controls requirements and the setting out of the works will be determined by the Engineer/ Project Coordinator/ Regional Project Manager and will be site specific.

C3.5 MANAGEMENT

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C3.5.1 Management of the works

C3.5.1.1 Applicable SANS 1921 standards

Will be specified per work package

C3.5.1.2 Particular / generic specifications

C3.5.1.2.1 Variations and Additions to the Standard Specifications

The following references from, and variations and additions to the Standard Specifications will be valid for this Contract.

The clauses and pay items in this portion of the Particular Specifications are numbered "**B**" followed by a number corresponding to the number of the relevant clause or pay item in the Standard Specifications. New clauses and pay items not covered by clauses or pay items in the Standard Specifications, if included here, are also designated "**B**" followed by a number. These numbers follow on the last clause or pay item number used in the relevant section of the Standard Specifications.

SERIES 0: GENERAL

SECTION 001: GENERAL REQUIREMENTS AND CHARGES

31 MEASUREMENT AND PAYMENT

Item 001.01: Preliminary and general charges

Amend pay item 001.01 Preliminary and general charges as follow:

Item		Unit
B001.01	Preliminary and general charges	
B001.01.01	Fixed charges	per establishment (pe)
Definition: Per establishment (pe) <p>The term 'per establishment' (pe) in the Pricing Schedule for ROC 04 2025/ 26 Tender, refers to each occurrence when the Project Manager/ Regional Project Manager from a specific Region has procured the services of an appointed service provider to construct concrete berm strip(s). This will be done through a Purchase Order (PO) issued for each occurrence and in accordance with the stipulated quantity and in line with the approved price specified on the appointment letter of the Service Provider. It is projected that such occurrences of an expressed need for the construction of concrete berm strip(s) will be on average 3 times per year per cemetery with concrete berm strip lengths ranging from 250m to 400m, that would normally take 1 week for the construction thereof.</p>		
<p>The sums and rates tendered for pay items B001.01.01 shall collectively include full compensation for the following:</p> <p>(a) All the Contractor's obligations in terms of the General Conditions of Contract, Special Conditions of Contract and this section of these Specifications, except the following:</p> <ul style="list-style-type: none">• Work carried out for the purpose of locating and exposing existing services which will be paid for under pay item 001.03 as well as work specified in the Project Specifications and for which separate pay items are provided.• Compensation for certain work of a general nature such as quality control shall be deemed to be included in the rates for the related items of work.• Compensation for risks, obligations and costs associated more specifically with a certain type of work which, at the Contractor's discretion, may be included in the rates for the related items of work. <p>(b) All other obligations, costs and charges of a general nature for which no provision is made elsewhere in the Contract Documents, including but not limited to -</p> <ul style="list-style-type: none">• moving personnel, equipment, materials and plant to the Site/ Cemetery, setting up, maintaining and running the Contractor's establishment on Site and removing them from the Site on completion of the Works;• controlling the quality of materials and workmanship, including the cost of performing such tests as may be necessary or required for this purpose except where the contrary is specified elsewhere;• supplying, erecting and later removing any name-boards;		

- all finishing and clearing of the Site not specified in other sections of these Specifications, and the clearing of all drainage structures and streams of debris, soil, silt and other material.

Pay item B001.01.01 "Fixed charges" shall be deemed to include full compensation for all charges that do not vary with variations in the final completion time and/or the final Contract Price.

Payment of the sum tendered under pay item B001.01.01 shall be made **per establishment**:

The term 'per establishment' (pe) in the Pricing Schedule for ROC 04 2025/ 26 Tender, refers to each occurrence when the Project Manager/ Regional Project Manager from a specific Region has procured the services of an appointed service provider to construct concrete berm strip(s). This will be done through a Purchase Order (PO) issued for each occurrence and in accordance with the stipulated quantity and in line with the approved price specified on the appointment letter of the Service Provider. It is projected that such occurrences of an expressed need for the construction of concrete berm strip(s) will be on average 3 times per year per cemetery with concrete berm strip lengths ranging from 250m to 400m, that would normally take 1 week for the construction thereof.

Item 001.03: Excavate by hand to expose existing services and backfill

Item	Unit
Excavate by hand to expose existing services and backfill	m ³

Item 001.04: Compliance with the Occupational Health and Safety Act and applicable regulations

Item		Unit
B001.04	Compliance with the Occupational Health and Safety Act and applicable regulations	
The costs of the Construction Health and Safety Officer to be appointment for the tender, as well as the Health and Safety Plan and the Health and Safety File must be included on the total of the schedule of prices.		
B001.04.03	Provision of construction supervisors	
B001.04.03.02	Full time for each occurrence (pe) with estimated duration of +/- one week.	Per day (day)
The rate tendered shall include full compensation for the provision of a competent and experienced construction supervisor for the duration of construction work needed for each occurrence per establishment (pe) with estimated duration of +/- one week.		
B001.04.06	Provision of personal protective clothing and equipment	per person (p)
The sum tendered shall include full compensation for the provision, maintenance, repair and/or replacement of damaged or unsuitable protective clothing and equipment for use by the contractor's employees, subcontractors and visitors on site.		
B001.04.07	Provision of safety fences, signs and barricades	per establishment (pe)

<p>The sum tendered shall include full compensation for the provision of safety fences, signs and barricades as well as maintenance, repair and/or replacement of damaged safety fences, signs and barricades and for all labour and costs required for the placement, removal or moving to fresh positions as and when necessary. The cost of safeguarding the above items against theft and vandalism shall also be included in the tendered sum.</p> <p>The payment per establishment will be payable when the completion certificate has been issued.</p>		

Item B001.06: Contract notice board

Add the following pay item:

Item		Unit
B001.06	Contract Notice Board	number (no)

Payment of the rate tendered shall be in full compensation for the provision, erection, maintenance and dismantling and removing of the contract notice board.

SERIES 1: ANCILLARY WORK

SECTION 101: ANCILLARY WORK

11 MEASUREMENT AND PAYMENT

Item		Unit
------	--	------

101.01.02	Strips (2m wide)	
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101.02 Cutting and removing large trees with a girth -

101.02.01	exceeding 1m and up to and including 2m	no
-----------	---	----

101.02.02	exceeding 2m and up to and including 3m	no
-----------	---	----

101.02.03	exceeding 3m and up to and including 4m	no
-----------	---	----

101.03 Grubbing and the removal of the stumps and roots of large trees with girth -

101.03.01	exceeding 1m and up to and including 2m	no
-----------	---	----

101.03.02	exceeding 2m and up to and including 3m	no
-----------	---	----

101.03.03	exceeding 3m and up to and including 4m	no
-----------	---	----

SERIES 1	ANCILLARY WORK	Unit
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Section 103	Overhaul	
103.01	Overhaul on material hauled outside the defined free-haul boundaries. The unit of measurement shall be the cubic metre of overhaul material hauled multiplied by the overhaul distance. The rate tendered for overhaul shall include full compensation for hauling overhaul material outside the defined free-haul boundaries. Overhaul of material in excess of that required for the completion of the Works, unless authorized by the Engineer, will not be measured for payment purposes. (Free-haul boundaries will be defined as 16km outside the indicated site boundaries)	m ³ . km (Submission of proof of documentation from dumping site)
SERIES 2	EARTHWORKS	Unit
Section 202	Trenching	
202.01.01	Trench excavation <u>Up to 1m wide</u>	
202.01.01.01	Up to 1,0m deep	m ³
202.06	The backfilling of trenches with material obtained from excavations.	m ³
202.10	Removal of spoil material (within the free-haul distance of 16 km) (Submission of proof of documentation from dumping site)	
202.10.01	To positions indicated on the drawings by the engineer/ / Project Coordinator/ Deputy Director (Part C4.1 PLAN OF CAST INSITU CONCRETE STRIPS).	m ³
202.12	Extra over item 202.06 for additional compaction of backfill to 93% of modified AASHTO density.	m ³
203.08	Preparation and compaction of construction bed material to 90% of modified AASHTO density.	m³
203.10	In situ treatment of the construction bed.	
203.10.01	In situ treatment by ripping.	m ³
SERIES 6	ROADS AND PARKING AREAS	Unit
Section 610	Concrete Pavements (Berm Strips)	
610.01	Concrete pavement (Berm Strips) (Part C4.1 PLAN OF CAST INSITU CONCRETE STRIPS)	
610.01.02	Class 25/19, 100mm - 150mm thick (including Class U2 concrete finish).	m ³
610.02	Texturing and curing of concrete pavement (Berm Strips).	
610.02.01	Wire-brush texturing	m ²

610.02.02	Curing	m ²
610.04	Joints	
610.04.01	Expansion joints complete (excluding dowels)	m
610.05	Coring and testing of cores	
610.05.01	100mm cores drilled from pavement (Berm Strips)	no
610.05.02	150mm cores drilled from pavement (Berm Strips) and tested for compressive strength	no
610.06	Repairing cracks	
610.06.01	By injection of epoxy resin	m
610.06.02	By grouting and sealing with cold-applied liquid sealant	m
610.07	Breaking up, removing and replacing defective slabs	m ²
SERIES 7	STRUCTURES	Unit
Section 703	Steel reinforcement for structures	
703.03.01	Welded – steel fabric	
703.03.01.01	Ref 617 high tensile welded - steel	m ²

The unit of measurement shall be the square metre of paving completed.

The tendered rates shall include full compensation for the supply and laying of the slabs, for the levelling of underlying layers, the removal and replacement of damaged slabs, the provision and placing of the bedding, jointing, the filling in of small areas with concrete and the laying of a trial section.

C3.5.1.3 Planning and Programming

The Contractor shall submit within the period stated in the Contract Data a suitable and realistic construction programme for the consideration of the Engineer/ Project Coordinator/ Regional Project Manager . This shall be done individually for each of the work packages identified within the limits of this tender.

The programme shall be in the form of a Gantt chart and shall include the following details:

- A work breakdown structure, identifying the major activity groups.
- For each activity group further details shall be provided with regard to the scheduled start and end dates of individual activities.
- The linkages between activities shall be clearly indicated and the logical network upon which the programme is based shall be separately submitted to the Engineer/ Project Coordinator/ Regional Project Manager if requested. Any constraints shall be classified as being resource-related.
- The critical path(s) shall be clearly indicated and floats on non-critical activities shall be shown.

- The Contractor shall indicate the working hours per day, night, week and month allowed for in the programme.
- Where relevant the Contractor shall state the production rates for key activities, e.g. earthworks, etc.
- The dates when, in order to construct the Works in accordance with his programme, the Contractor will need materials and other things to be provided by the Employer.
- For each activity, a statement of how the Contractor plans to do the work identifying the principal equipment and other resources which he plans to use.
- The execution of the work must be programmed in such a manner as to limit disruption to passing traffic and residents to a minimum.

Together with the programme as detailed above the Contractor shall submit to the Engineer/ Project Coordinator/ Regional Project Manager a cash flow projection, indicating projected monthly invoice amounts. This have to be done for each of the work packages identified within the limits of the tender. The cash flow projection shall be updated at monthly intervals to reflect actual payments to date and anticipated further payments.

The programme will be reviewed at the monthly site meetings at which the Contractor shall provide sufficient detail that will allow the comparison of completed work per activity that has fallen behind. The updated programme shall be submitted to the Engineer/ Project Coordinator/ Regional Project Manager at least two days prior to the monthly meetings.

If the programme has to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the time for completion as defined in Clause 42 of the General Conditions of Contract or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant on site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit the programme or to work according to the programme or revised programmes shall be sufficient reason for the Engineer/ Project Coordinator/ Regional Project Manager to take steps as provided in Clause 55 of the General Conditions of Contract.

The approval by the Engineer/ Project Coordinator/ Regional Project Manager of any programme shall have no contractual significance other than that the Engineer/ Project Coordinator/ Regional Project Manager will be satisfied that the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Engineer/ Project Coordinator/ Regional Project Manager to instruct the Contractor to vary the programme if required by circumstances. The Contractor is also referred to Clause 12 of the General Conditions of Contract when drawing up his programme.

C3.5.1.4 Sequence of the works

The sequence of the works will be work package specific and will be evaluated by the Engineer/ Project Coordinator/ Regional Project Manager as such.

C3.5.1.5 Software application for programming

Any software used for planning and programming must be fully compatible with Windows operating system and Microsoft Project.

C3.5.1.6 Methods and procedures

The methods and procedures of the works will be work package specific and will be provide by the Engineer/ Project Coordinator/ Regional Project Manager as such.

C3.5.1.7 Quality plans and control

The quality plan and control of the works will be work package specific and will be provided by the Engineer/ Project Coordinator/ Regional Project Manager as such.

C3.5.1.12 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site of the works and record the daily rainfall figures in the site diary. The site diary shall be handed to the Employer's representative for his signature no later than 10 days after rain that is considered to justify an extension of time occurs.

Extension of time due to abnormal rainfall shall be determined by means of Method 1, where rainfall records and/or values derived from rainfall records are supplied in the Scope of Work, otherwise Method 2 shall apply. Method 1 and 2 are defined and described in the Contract Data.

In the case where Method 2 applies the following is applicable:

- Extension of time resulting from abnormal rainfall or other forms of inclement weather for items on the critical path of the programme shall be calculated according to the requirements of Method 2 (Critical-path method). The value of "n" working days per calendar month as specified in this clause shall be two (2) working days. If no abnormal rainfall or other inclement weather periods occur during a specific calendar month (or months), the n-values as specified shall not be taken as accumulating over the contract period. If the n-days allowed for in the programme of work are not taken up by standing time due to abnormal rainfall or inclement weather conditions, they will fall away and will not be considered in extension of time claims which may arise later during the contract period.
- A working day, or portion thereof, shall be considered as lost when the Engineer/ Project Coordinator/ Regional Project Manager agrees that no work could have been undertaken on any item falling within the critical path. The contract extension of time arising from inclement weather shall be agreed upon between the Engineer's/ Project Coordinator's/ Regional Project Manager's and the contractor's representatives. The days upon shall be recorded in the minutes of the monthly site meetings

Extension of time due to abnormal rainfall for the purposes of this contract shall be determined by means of Method 1. The rainfall records at Rainfall Station, Pretoria University Proefplaas 05134651 for the period 1991 to 2024 reproduced in the accompanying table and the monthly averages, Rn and Nn, for this period, shall for the purpose of this Contract be taken as normal rainfall.

MONTH	Rn	Nn	MONTH	Rn	Nn
January	123.8	4.0	July	0.8	0.0
February	108.5	3.0	August	3.2	0.0
March	105.4	3.0	September	12.2	0.0
April	39.1	1.0	October	56.2	2.0
May	14.3	0.0	November	90.9	5.0
June	4.5	0.0	December	120.2	6.0
			TOTAL	679.2	24.0

Records of rain days will be recorded in the minutes of the monthly site meeting.



MON	AVE	ST	N DAY	NUM	1	5.1	10.1	20.1	50.1	100.1	MAX R	MAX RAIN
MON		DEV	RAIN	MON	5	10	20	50	100	900	DAY	DATE
JAN	136.8	65.9	16.7	7	4	3	2.4	1.6	0.3	0	87.4	2011/01/03
FEB	105.7	60.2	14.7	6	4.2	2.7	1.2	1.2	0.3	0	87.6	2022/02/04
MAR	71.2	58.4	10.9	9	2.6	1.3	1.1	0.9	0	0.1	109	2018/03/22
APR	90	44	11.2	5	2.2	1.2	1.2	1.6	0.2	0	59	2024/04/06
MAY	30.4	35.7	4.6	7	0.7	0.7	0.7	0.4	0	0	31.2	2023/05/07
JUN	3.7	5.7	1	8	0.4	0.1	0.1	0	0	0	14.4	2016/06/12
JUL	1.6	4	0.9	9	0.1	0.1	0	0	0	0	8.2	2018/07/10
AUG	0.5	1	0.2	5	0.2	0	0	0	0	0	2.4	2011/08/15
SEP	10.7	15.7	2.1	10	0.8	0.3	0.3	0.1	0	0	26.4	2009/09/28
OCT	39.2	27.1	6.8	4	2.3	1	0.8	0.5	0	0	33.4	2021/10/07
NOV	78.1	42.9	11.9	7	3.1	1.3	1.1	1.1	0.1	0	54.2	2022/11/07
DEC	87.1	26.3	19.8	4	5.5	3.8	2	0.5	0	0	53.4	2012/12/10
YR	654.9		100.6		26	15.5	10.9	7.9	1	0.1		

A 15-year term rainfall record from 2009 to 2024 was abstracted from station 0677802BX located in Soshanguve (Tswaing) ARS, approximately 24km from the proposed site. The Mean Annual Precipitation (MAP) for the area based on this station is calculated as 654.9mm. Figure 1. shows the average annual monthly rainfall for the entire rainfall record.

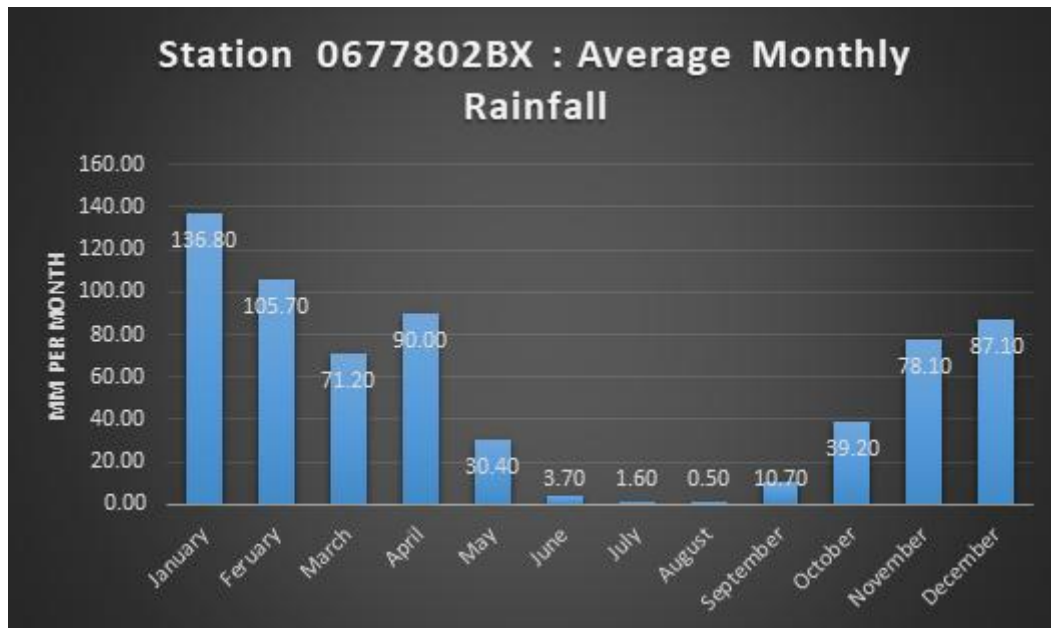


Figure 1: Average Annual Climatic Conditions

C3.5.1.13 Format of communications

The Engineer/ Project Coordinator/ Regional Project Manager will set standards specific to the work package for communications.

C3.5.1.14 Key personnel

A schedule of key personnel / schedule of contact particulars of key personnel will be requested by the Engineer/ Project Coordinator/ Regional Project Manager with the commencement of a specific work package.

C3.5.1.15 Management meetings

C3.5.1.15.1 Appointment of Community Liaison Officer (CLO)

1. After selection of the PSC, at the same meeting indicated under item C3.3.6.1.3, residents and stakeholders in attendance are to vote for poll of three (3) potential CLO's coming from the community concerned.
2. In the event that a PSC is not constituted by public meeting, or cannot proceed with its work, as contemplated by section 6.1.3.5 of the Framework, the appointed PSC will nominate potential CLOs.
3. It is from this pool that the contractor, after interviewing the three (3) nominees and consultation with the PSC appoints the CLO.
4. Administrative processes for appointment of Community Liaison Officers.
 - Minutes and an attendance register must be kept as evidence of the proceedings of the election meeting.
 - The office of the speaker must submit the results (minutes) and attendance registrar of the community liaison officer election meeting to the chairperson of the PSC, the contractor and the Expanded Public Works Programme (EPWP) Division.
 - The elected CLO will be appointed by the contractor for the duration of the project and also be remunerated by the contractor. Where the CLO is no longer available and another is appointed, the

existing CLO shall cease to receive remuneration.

- An employment agreement containing the general terms and conditions of the contract, will be issued to the CLO and must be signed by the CLO before commencement of duties.
- A CLO will be appointed from the ward in which the project is executed.
- The CLO's will be remunerated according to the entry level basic salary of an Administrator Officer position of the City of Tshwane (Task Level 5 notch 1) No benefits will be applicable.

5. The CLO must have the following attributes: -

- have credibility and standing in the community.
- have a strong personality.
- be able to be firm and decisive.
- be able to facilitate in disputes.
- be able to handle conflict.
- be able to keep minutes and records in a proper and orderly way.
- have a knowledge of labour laws and industrial relations (training will be provided where necessary).
- be objective and impartial.
- be fair.

C3.5.1.16 Forms of contract administration

Contract administration pro-formas will be as provided by the Engineer/ Project Coordinator/ Regional Project Manager on a specific work package.

C3.5.1.17 Electronic payments

Will be as per City of Tshwane standards.

C3.5.1.18 Daily records

The requirements for daily records of resources (people and equipment employed) / site diaries in respect of work performed on the site and where such documents are to be held will be set for each work package individually.

C3.5.1.19 Bonds and guarantees

Will be specified in the letter of appointment.

C3.5.1.20 Payment certificates

Will be carried out as per General Conditions of Contract (GCC 2010 2nd edition).

C3.5.1.21 Permits

Not applicable.

C3.5.1.22 Proof of compliance with law

Not applicable.

C3.5.1.23 Insurance provided by the employer

A copy of the policy and the list of excesses may be obtained from

Contractors All Risk and Liability Insurance:
Mrs Morongwa Mokoena

Tel: 012 358 1126
E-Mail: morongwam@tshwane.gov.za

Red Brick Building
2nd Floor, Room 205
Eskia Mphahlele Drive

C3.5.2 Environment

See Annexure 3.5.A: Environmental Specification

C3.5.3 Health and safety

See Annexure 3.5.B: Health and Safety Specification

C3.5.4 ANNEXURES:

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ANNEXURE C.3.5.A Environmental Specification

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1. INTRODUCTION

The EMP will address the environmental impacts during the design, construction and operational phases of a work package. Due regard must be given to environmental protection during the entire work package. In order to achieve this, a number of environmental specifications/recommendations are made. These are aimed at ensuring that the Contractor maintains adequate control over the work package in order to:

Minimise the extent of impact during construction,
Ensure appropriate restoration of areas affected by construction.
Prevent long term environmental degradation.

The contractor must be made aware of the environmental obligations that are stipulated in this document, and declares himself/herself to be conversant of all relevant environmental legislation. The Contractor should also be aware that the Employer's Project Coordinator and/ or respective Regional Project Manager (Regional Project Manager) will monitor the implementation of the procedures.

2. POLICY STATEMENT

The construction will be to the best management practices as identified to minimize the environmental impact of activities associated with the development.

3. OBJECTIVES OF EMP

The EMP has the following goals:

- Identifying those construction activities that may have a detrimental impact on the environment;
- Detailing the mitigation measures that will need to be taken, and the procedures for their implementation;
- Establishing the reporting system to be undertaken during the construction.

The EMP also serves to highlight specific requirements that will be monitored during the development and should the environmental impacts not have been satisfactory prevented or mitigated, corrective action will have to be taken. The document should, therefore, be seen as a guideline that will assist in minimising the potential environmental impact of activities.

4. DESIGNATED ENVIRONMENTAL OFFICER

For the purpose of the EMP, a nominated representative of the Contractor should be the designated environmental officer for the work package. The nominated representative of the Contractor will therefore be responsible for ensuring that the provisions of the EMP are complied with. The Employer's Project Coordinator and/ or respective Regional Project Manager (Regional Project Manager) will be responsible for issuing instructions to the Contractor where environmental considerations call for action to be taken. The environmental officer will submit monthly reports to the Employer's Project Coordinator and/ or respective Regional Project Manager (Regional Project Manager) on site who will verify the information.

5. LEGAL REQUIREMENTS

Under normal circumstances and EMP would be the end result or the final stage in the EIA procedure. However, a working agreement was negotiated between the National Department of Environmental Affairs and Tourism (DEAT) and the City of Tshwane Metropolitan Municipality. The agreement stipulates the work package types the City of Tshwane Metropolitan Municipality need to submit to DEAT for approval and those work package types the City of Tshwane Metropolitan Municipality do not need to submit for approval. For those actions that do not need approval, the City of Tshwane Metropolitan Municipality undertook to compile generic EMP's to assist to minimising degradation to the area. The following work package types fall in this non-approval category: periodic maintenance, special maintenance, rehabilitation and specific upgrades.

6. MITIGATION MEASURES

In setting mitigation measures, the practical implications of executing these measures must be borne in mind. With early planning, both the cost and the impacts can be minimised.

6.1 Establishment of site offices

6.1.1 Site Plan

The Contractor shall provide the Employer's Project Coordinator and/ or respective Regional Project Manager (Regional Project Manager) on site with a plan detailing the layout of site offices facilities, such as chemical toilets, areas for stockpiling of material, storage of hazardous materials and provision of containers. The site offices should not be sited in close proximity to steep areas as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the site, and in particular the ablution facilities, aggregate stockpiles and hazardous material stockpiles are located as far away as possible from any water course as possible.

The site plan shall be submitted before the site hand over meeting. Read with Standard Specifications for Municipal Civil Engineering Works: Section 001 and 002.

6.1.2 Vegetation

The vegetation surrounding the site offices is to be left as intact as possible and vegetation planted at the site should be indigenous. Only trees directly affected by the works and such others as may be indicated by the Employer's Project Coordinator and/ or respective Regional Project Manager (Regional Project Manager) in writing may be sawn off/removed.

The work package specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien invader plant shall be cleared by hand before seeding. Read with Specifications: 104 – Landscaping and grassing.

6.1.3 Rehabilitation

The site offices will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas are to be removed from the site on completion of the contract. Read with Sections 001, 002 and 104 of the Specifications.

6.1.4 Water for human consumption

Water for human consumption must be tested and treated in accordance with recommendations.

6.2 Sewage treatment

Adequate toilet facilities are to be provided. Use of the veld for this purpose shall not, under any circumstances, be allowed. The Contractor shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer/ Project Coordinator/ Regional Project Manager . Latrines shall be positioned within walking distance from wherever employees are employed on the works.

Save and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak away, dry composting toilets such as "enviro loos", or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets is to be done in consultation with the Engineer/ Project Coordinator/ Regional Project Manager .

Read with Sections 104 of the Specifications.

6.3 Waste management

Waste management and waste minimisation must be implemented at the outset of the contract.

6.3.1 Litter

No littering by construction workers are allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site is to be kept free of litter. Read with Sections 001 and 002 of the Specifications.

6.3.2 Removal of solid waste

Solid waste is to be stored in an appointed area for collection and disposal. A refuse control system must be established for the collection and removal of refuse to the satisfaction of the Engineer/ Project Coordinator/ Regional Project Manager . Disposal of solid waste will be in a Department of Water Affairs and Forestry (DWAF) licensed landfill site.

6.3.3 Hazardous waste

Hazardous waste such as bitumen, tar, oils, etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care must be taken when using tar products such as tar prime or pre-coating fluid to avoid water-soluble phenols form entering the ground or contaminating water.

6.4 Soil management

6.4.1 Topsoil

The contract provides for the stripping and stockpiling of topsoil from the site for later reuse. Topsoil is considered to be of a minimum thickness of + 300 mm of the natural soil, including all the vegetation and organic matter. The areas to be cleared of topsoil shall include the storage areas. Weeds appearing on the stockpiled topsoil shall be removed by hand before seeding. Soils contaminated by hazardous substances shall be disposed of in an approved Department of Water Affairs and Forestry waste disposal site.

6.4.2 Borrow material

The Contractor's attention is drawn to the requirements set forth by the Department of Mineral and Energy Affairs in terms of the submission of EMPR's for establishment, operation and rehabilitation of borrow pits and quarries. The cost of complying with the requirements shall be deemed to be included in existing rates in the schedule of quantities. Read with the Specification Section 203.

6.5 Discovery of archaeology sites, artefacts or graves

6.5.1 Archaeology sites

If an artefact on site is uncovered, work in the immediate vicinity must be stopped immediately. The Contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the Employer's Project Coordinator and/ or respective Regional Project Manager (Regional Project Manager) of such discovery. The National Monuments Council must be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. Read with General Conditions of Contract.

6.5.2 Graves

If a grave on site is uncovered, work in the immediate vicinity must be stopped and an undertaker as well as the National Monuments Council should be contacted. The undertaker will place advertisements in the newspapers concerning the grave. He will also provide for the relocation of bones, should it be necessary. Read with General Conditions of Contract.

6.6 Stockpiled material

The Contractor shall so plan his activities that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material must be indicated and demarcated on the site plan and approved in writing by the Engineer/ Project Coordinator/ Regional Project Manager .

The area chosen shall be devoid of indigenous trees and shrubs. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. After the stockpiled material has been removed, the site shall be reinstated as closely as possible to its original condition. All areas affected by stockpiling shall be landscaped, top soiled and grassed to the Engineer/ Project Coordinator/ Regional Project Manager approval and at the Contractor's cost.

Material milled out of the existing road surface that is temporarily stockpiled within the road reserve shall:

- be stockpiled so as to be as inconspicuous as possible
- be prevented from contaminating water courses,
- be cleared of weeds.

In all cases, the areas for stockpiling and disposal of construction rubble shall be approved by the Employer's Project Coordinator and/ or respective Regional Project Manager (Regional Project Manager) before such operation commences.

Read with Section 203 of the Specifications.

6.7 Fuel, diesel and other hazardous materials

6.7.1 Hazardous Materials

All hazardous materials i.e. bitumen binders shall be stored in an appointed area that is fenced and has restricted entry. Storage of bituminous products shall only take place using suitable containers to the approval of the Engineer/ Project Coordinator/ Regional Project Manager .

Under no circumstances shall the spoiling of bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected bituminous products shall be taken to the supplier's production plant. No spillage of bituminous products shall be allowed on site. Affected areas shall be promptly reinstated to the satisfaction of the Engineer/ Project Coordinator/ Regional Project Manager .

6.7.2 Fuel

Should any fuel storage tank be required on site, the Contractor shall ensure that he has complied with the necessary legal requirements for the erection of such tanks. Leakage must be avoided. The fuel and diesel areas should be bonded to accommodate any spillage or overflow from these activities.

6.7.3 Oil, grease

Oil, grease and cleaning materials from the maintenance of vehicles and machinery shall be collected in a sump and sent back to the supplier or, otherwise disposed of at a registered site.

6.7.4 Cooking oil

The Contractor should ensure that sufficient fuel is available for heating and cooking purposes should this be necessary.

6.7.5 Spillages

Streams, rivers and dams must be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous products. In the event of a spillage, prompt action must be taken by competent instances to clear the affected area.

6.8 General conditions

Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a designated register and the response noted with the date and action taken. This record must be submitted with the monthly reports.

Any avoidable non-compliance with the above-mentioned measures may be considered sufficient ground for withholding payment of part or all amounts to be paid for the said item.

7. MEASUREMENT AND PAYMENT

The Contractor shall not be separately reimbursed or compensated in respect of his compliance with the provisions of this part of the Scope of Works. All costs so incurred shall, save and except to the extent provided for the schedule of quantities under SECTION 001: GENERAL REQUIREMENTS AND CHARGES, be deemed to be included in the rates tendered for the various items of work listed in the schedule of quantities.

TABLE 1 SUMMARY OF MITIGATION MEASURES

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
Establishment of site offices	Siting of offices	Preferred areas would be flat areas along the route. Avoid steep areas as soil erosion could increase. Avoid water courses	001
	Site Plan	Contractor will provide Employer's Project Coordinator and/ or respective Regional Project Manager (Regional Project Manager) detail of layout of site facilities within two weeks of moving to the site i.e. chemical toilets, the demarcation of areas for stockpiling of materials, storage of hazardous materials and the provision of containers. The offices shall be fenced. The site plan will be submitted before the site hand over meeting.	001
Site rehabilitation	Clean-up	All construction material is to be removed from the site on completion of the contract.	001
Water	Available for human consumption	Water for human consumption must be tested and treated in accordance with recommendations.	001 GCC
Soil management	Topsoil	The topsoil (± 300 mm) of any excavation shall be removed and stockpiled separately from	202 203

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
		underlying material in an appointment area	
	Borrow material	EMPR's for borrow pits to be submitted to the Department of Mineral and Energy Affairs for approval	202 203
Archaeological & Cultural sites	Discover of archaeological sites of artefacts	If an artefact on site is uncovered, work in the immediate vicinity must be stopped immediately and an archaeological consultant must be contacted. Work may only resume once clearance is given in writing by the archaeologist.	GCC
Graves	Discovery of graves	If a grave on site is uncovered, work in the immediate vicinity must be stopped and an undertaker should be contacted	GCC
Waste management	Solid & Construction waste	Solid waste is to be stored in an appointment area for collection and disposal. Disposal of waste will be in a DWAF licensed landfill, and no waste may be burnt on site.	
	Litter	The site is to be kept free of litter	001
Sewage treatment	Toilet facilities	Adequate toilet facilities are to be provided, and the siting of chemical toilets is to be done in consultation with the Engineer/ Project Coordinator/ Regional Project Manager . Use of the veld for this purpose shall not be allowed.	001
Fuel, diesel & hazardous materials	Hazardous Materials	All hazardous materials i.e. bitumen binders will be stored in an appointed area that is fenced and has restricted entry.	

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
		No spoiling of bituminous products on site, over embankments, in borrow pits or any burning. No spillage of bituminous products shall be allowed on site.	
	Fuels	All fuel tanks will be stored in an appointed area. Leakage will be avoided.	
	Cooking fuel	The Contractor should ensure that sufficient fuel is available for heating and cooking purposes should this be necessary.	
	Oil, grease	Oil, grease and cleaning materials from maintenance of vehicles shall be collected in a sump and sent back to supplier.	
	Spillages	Streams, rivers or dams must be protected against spillages of pollutants mentioned in 6.7 (e). In the event of a spillage, prompt action must be taken to clear the affected area.	
General considerations	Lines of authority	A nominated representative of the contractor will be the designated environmental officer for the site.	
	Reports	The environmental officer will submit monthly reports to the Employer's Project Coordinator and/ or respective Regional Project Manager (Regional Project Manager) who will verify the information	

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
	Complaints	Complaints received regarding activities on the construction site pertaining to the environment should be recorded in a designated register, and the response noted with the date and action taken. This record must be submitted with the monthly report.	

ANNEXURE C.3.5.B Health and Safety Specification

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1. SCOPE

A Health and Safety Specification is to be developed that address all aspect of occupational health and safety, as affected by the proposed construction Regulation 2014 and any such standard that may be applicable to the project site and the scope of work thereof.

The specification will provide the requirements that the Principal Contractor and other contractor shall have to comply with in order to reduce the risk associated with the construction works to a low as reasonably practicable.

1.1 Introduction

In terms of Construction Regulation 5(1)(b) of the Occupational Health and Safety Act , No 85 Of 1993, the City Of Tshwane as the CoT , is required to compile a Health and Safety Specification for any intended project and provide such specification to any prospective contractor.

The duties of the City of Tshwane are stipulated in the Construction Regulation published in Government Gazette No 25207 of 2003 and a further amendment published in the Government Gazette 37305("the New Construction Regulation") in February attached hereto as Annex B.

This specification has an objective to ensure that Principal Contractor and other contractors entering into a Contract with the City of Tshwane, achieves an acceptable level of Occupational Health and Safety performance.

Compliance with this document does not absolve the Principal Contractor and suppliers from complying with the minimum legal requirements. All contractors shall remain responsible for the health and safety of their employees and persons other than employees in terms of Section 9 of the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulation issued in 2014 and its amendments.

1.2 Definitions

In the Contract (as defined in clause 1.(1)(e) of the Conditions of Contract) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- (a) **Assistant Construction Supervisor** means a competent person appointed in accordance with regulation 8(8) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer/ Project Coordinator/ Regional Project Manager .
- (b) **Batch Plant Supervisor** means a competent person appointed in accordance with regulation 18.(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer/ Project Coordinator/ Regional Project Manager .
- (c) **Construction Health and Safety Officer** means a competent person appointed in accordance with regulation 8(5) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer/ Project Coordinator/ Regional Project Manager .
- (d) **Construction Supervisor** means a competent person appointed on a full-time basis in accordance with regulation 8(7) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer/ Project Coordinator/ Regional Project Manager .
- (e) **Construction Vehicles & Mobile Plant Supervisor** means a competent person appointed in accordance with regulation 23 of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer/ Project Coordinator/ Regional Project Manager .
- (f) **Contractor** means the natural or juristic person or partnership whose tender has been accepted by or on behalf of the Employer and, who is defined as the Principal Contractor in the Construction Regulations, 2014.
- (g) **Demolition Work Supervisor** means a competent person appointed in accordance with regulation 14(1) of the Construction Regulations, 2014, in writing by the Contractor with written notification to the Engineer/ Project Coordinator/ Regional Project Manager .
- (h) **Employer's Designer** means the natural or juristic person or partnership named in the Appendix to Tender or any other natural or juristic person or partnership appointed from time to time by the Employer for the design of the portion of the Permanent Works which the Employer is responsible to design in terms of this Contract.

- (i) **Contractor's Designer** means the natural or juristic person or partnership appointed from time to time by the Contractor and notified in writing to the Employer's Project Coordinator and/ or respective Regional Project Manager (Regional Project Manager) and Employer for the design of the portion of the Permanent Works which the Contractor is responsible to design in terms of this Contract, and for the design of the Temporary Works.
- (j) **Electrical Temporary Installer** means a competent person appointed in accordance with regulation 24(b) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer/ Project Coordinator/ Regional Project Manager .
- (k) **Employer** means the natural or juristic person or partnership for whom the Works are to be executed, who is named as the Employer in the Conditions of Contract and who is known as the "Client", in the Occupational Health and Safety Act, 1993 and its regulations.
- (l) **Employer's Project Coordinator**, means the person appointed as the Project Coordinator for the tender across all seven Regions or the person appointed to act on his/her behalf is a delegate of the Group Head for Regional Operations and Coordination with the responsibility to ensure that the terms and conditions stipulated in the tender are honored by the Tenderer.
- (m) **Employer's Regional Project Manager(s)**, means the person appointed as the Regional Project Manager responsible for cemeteries in one of the seven Regions or the person appointed to act on his/her behalf is a delegate of the respective Regional Head of that particular Region, with the responsibility to ensure that the terms and conditions stipulated in the tender are honored by the Tenderer.
- (n) **Engineer's Representative** means the person appointed by the Employer's Agent in terms of Clause 2 of the Conditions of Contract.
- (o) **Excavation Work Supervisor** means a competent person appointed in accordance with regulation 13(1)(a) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer/ Project Coordinator/ Regional Project Manager .
- (p) **Explosive Powered Tools Inspector** means a competent person appointed in accordance with regulation 21(2)(b)of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (q) **Fall Protection Planner** means a competent person appointed in accordance with regulation 10(1)(a) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer/ Project Coordinator/ Regional Project Manager .
- (r) **Fire Extinguisher Inspector** means a competent person appointed in accordance with regulation 29(h) ERW9(2) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer/ Project Coordinator/ Regional Project Manager .
- (s) **Temporary Structure Supervisor** means a competent person appointed in accordance with regulation 12(2) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer/ Project Coordinator/ Regional Project Manager .
- (t) **Hazard** means any object, action or condition that can potentially harm the health and safety of persons or property.
- (u) **Hazard Identification** means the identification and documenting of existing or expected hazards.
- (v) **Health and Safety Consultant** means the natural or juristic person or partnership appointed by the Contractor to assist in any matters related to health and safety on the construction site.
- (w) **Health and Safety Plan** means a documented plan, prepared by the Contractor, of work procedures to mitigate, reduce or control hazards identified.
- (x) **Health and Safety Specification** means a documented specification of all health and safety requirements and criteria to mitigate reduce or control hazards identified.
- (y) **Health and Safety Representative** means the person/s designated in accordance with section 17 of the Occupational Health and Safety Act.
- (z) **Ladder Inspector** means the person/s designated in accordance with general safety regulation 13 of the Occupational Health and Safety Act
- (aa) **Material Hoist Inspector** means a competent person appointed in accordance with regulation 19(8)(a) of the Construction Regulations, 2014 in writing by the Contractor, with written notification to the Engineer/ Project Coordinator/ Regional Project Manager .
- (bb) **Method Statement** means a document detailing the key activities to mitigate, reduce or control hazards identified.
- (cc) **Professional Employer's Agent** means any person employed from time to time by either the Employer or Contractor who holds registration as either a Professional Employer's Agent or Professional Certificated Employer's Agent under the Engineering Profession Act, 2000 (Act No. 46 of 2000).

- (dd) **Professional Technologist** means any person employed from time to time by either the Employer or Contractor who holds registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000).
- (ee) **Risk** means the likely occurrence and impact of a hazard.
- (ff) **Risk Assessment** means a programme carried out to identify and evaluate the likely occurrence and impact of all hazards.
- (gg) **Risk Assessor** means a competent person appointed in accordance with regulation 9.(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer/ Project Coordinator/ Regional Project Manager .
- (hh) **Safety Agent** means a competent natural or juristic person or partnership named in the Appendix to Tender or any other person appointed from time to time by the Employer and notified in writing to the Contractor to act on behalf of the Employer for the purposes of this specification.
- (ii) **Scaffolding Supervisor** means a competent person appointed in accordance with regulation 16(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer/ Project Coordinator/ Regional Project Manager .
- (jj) **Stacking and Storage Supervisor** means a competent person appointed in accordance with regulation 28(a) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer/ Project Coordinator/ Regional Project Manager .
- (kk) **Contractor/Subcontractor** means the natural or juristic person or partnership who is appointed by the Principal Contractor with prior consent of the Employer's Agent to execute certain tasks associated with the Works and who is also an employer as defined in section 1 of the Occupational Health and Safety Act.
- (ll) **Suspended Platforms Supervisor** means a competent person appointed in accordance with regulation 17(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer/ Project Coordinator/ Regional Project Manager .

2. PROJECT DESCRIPTION

3. GENERAL OCCUPATION HEALTH AND SAFETY PROVISIONS

3.1 Safety Plan

3.1.1 General

It will be expected from the Principal Contractor to include in his safety plan method statements on how to accomplish the requirements relating to the Construction Regulations, 2014 and related incorporated standards and regulations.

Contractors should describe how their safety management systems will work and what control procedures they plan on using to ensure safety on the construction site.

The following generic aspects should be covered in their safety plan:

- What administrative procedures the Principal Contractor envisages to use in the implementation and maintenance of the safety plan with reference to the construction site
- How continuous assessment of the safety plan will be assessed and implemented with respect to construction site
- What control systems the Contractor envisages to implement on site to support his safety program
- How the Principal Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments
- What external resources the Contractor envisages on using to ensure successful implementation and sustainability of the safety plan
- What training to employees the Contractor envisages and how he would go about to execute it
- The Principal Contractor should indicate which competent persons he plans on employing

During the tendering phase it will be expected from the tenderer to briefly explain how the abovementioned will be accomplished.

Once a successful tenderer has been appointed, the Contractor shall supply a detailed Health and Safety Plan for review by the Employer, prior to site mobilization, to ensure compliance with the Construction Regulations, 2014. Mobilization shall be dependent upon the acceptance of the Principal Contractor's Health and Safety Management Plan by the Employer. The Contractor's Health and Safety Plan should include, but not be limited to, those sections indicated in Section 3.2 of this specification.

3.1.2 Outline of Health and Safety Plan

The Contractor's Health and Safety Plan prepared in accordance with this specification shall consist of at least the following sections and sub-sections:

1. Aim and Scope of Plan
2. Risk Assessment
 - a. Alternative Forms of Risk Assessment
 - b. Methodology of Risk Assessment
 - c. Elements of Risk Assessment
 - i. Scope of assessment
 - ii. Risks Identified
 - iii. Risk Analysis
 - iv. Risk Evaluation
 - v. Risk Treatment
 - vi. Monitoring and reviewing
3. Resources
 - a. Health and Safety Staffing Organogram
 - b. Supervisors, Inspectors and Issuers
 - c. Employees
 - d. Subcontractors inclusive of their scope of work and their core resources
 - e. Training
 - f. Plant
 - g. Vehicles
 - h. Equipment
4. Materials
 - a. Temporary Materials
 - b. Permanent Materials
5. Categories of Work
6. Implementation of Health and Safety Plan
 - a. Administrative systems,
 - b. Training,
 - c. Reporting,
 - d. Monitoring,
 - e. Inspections,
7. Auditing
 - a. Internal audits,
 - b. Follow-up audits,

8. Financial Aspects
9. Emergency procedures and response

3.2 Hazard Identification & Risk Assessment

3.2.1 Risk Assessment

Risk Assessment headings that have been identified as possibly applicable to the contract work proposed. It is by no means exhaustive and is offered as assistance to Principal Contractors.

3.2.2 Development of Risk Assessment

The Principal Contractor contracted to undertake the works or part thereof, on the project site, shall appoint a competent person/s in writing to perform Risk Assessment before the commencement of any construction work.

This Risk Assessment shall form part of the Occupational Health and Safety Plan and be implemented and maintained as required by the Construction Regulation 9 (1).

The Contractor will be required to communicate and consult with internal and external stakeholders during each step of the risk assessment process. Stakeholders will include the Employer and his Safety Agent, the Employer's Project Coordinator and/ or Regional Project Manager s (Regional Project Managers) and the Contractor's employees and consultants.

Effective communication will ensure that those responsible for implementing the risk management process and those with a vested interest, understand the basis on which decisions are made and why particular actions are taken. It will also ensure that the perceptions of all those involved are noted and accommodated during the process.

The Risk Assessment shall include but not limited to the following:

- i. The identification of the risks and hazard to which persons may be exposed
- ii. The analysis and evaluation of the identified risks and hazards.
- iii. A documented plan of safe working procedures to mitigate, reduce or control the risks and hazards identified
- iv. A monitoring plan
- v. A review plan

Based on the risk assessments, the contractor must develop a set of Site Specific Occupational Health & Safety (OHS) rules that when applied will regulate the OHS aspects of the construction.

The Risk Assessment together with the Site Specific OHS rules should be submitted to the City of Tshwane before commencement on site.

Despite the Risk Assessment listed in Annex A, the contractor is required to conduct a baseline Risk Assessment incorporating the listed Risk Assessment, Standard Work Procedures and Method Statement applicable to the works to be undertaken.

A Risk Assessment shall be undertaken for all out-of-scope work as well where not clearly defined or described. Copies of all risk assessment and method statements shall be maintained on site in the safety file.

3.2.3 Risk Assessment Requirements

3.2.3.1 General

This section of the specification provides guidelines for the Principal Contractor in preparation of risk assessments in order to ensure compliance with Regulation 9 of the Construction Regulations, 2014. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged.

A suitable and sufficient risk assessment is an assessment which:

- Accounts for risks that are likely to arise during the construction of the Works,
- Enables the development and implementation of systems to manage the risks,
- Remains valid for a reasonable period of time,
- Provides a basis for training of employees, and
- Improves working procedures and introduce long term controls.

The requirements of the Construction Regulations will not be satisfied by a single risk assessment exercise that holds good for all time. The risk assessment process on the Works is an ongoing process.

The objectives of risk assessments are to:

- Identify the risks that are mostly in need of reduction,
- Identify the various options for achieving such reduction,
- Identify the risks that require careful ongoing management, and
- Identify the nature of the required ongoing attention.

3.2.3.2 Forms of Risk Assessment

In order to ensure compliance with the Construction Regulations, the Contractor will be required to carry out the following three forms of risk assessment.

3.2.3.2.1 Baseline or datum risk assessments

The Contractor will be required carry out a risk assessment before the commencement of construction activities on the Works. This “baseline” or “datum” risk assessment will form part of the Contractor’s Health and Safety Plan. The risks and hazards to which persons, plant, vehicles and facilities may be exposed during the construction of the Works should be identified and evaluated. Measures to reduce or control these risks or hazards should be defined during this assessment. The effectiveness of the measures defined and the baseline risk assessment prepared shall be monitored and reviewed from time to time to ensure that it remains relevant and accurate.

3.2.3.2.2 Issue based risk assessments

The Principal Contractor will be required to carry out separate risk assessments during construction of the Works when methods and procedures are varied, for example when:

- a. Designs are amended,
- b. New machines are introduced,
 - Plant is periodically cleaned and maintained,
 - Plant is started-up or shut-down,
 - Systems of work change or operations alter,
 - Incidents or near-misses occur, or
 - Technological developments invalidate prior risk assessments.

3.2.3.2.3 Continuous risk assessments

The Occupational Health and Safety Act specifically requires that employers shall provide and maintain working environments that are safe and without risk to health. The general awareness of hazards needs to be raised as work ethic to maintain a safe and risk free environment on an ongoing basis. This is achieved by continuous risk assessments, the most important form of risk assessment that takes place as an integral part of day-to-day management. Examples of continuous risk assessments include:

- Regular audits,
- Maintaining general hazard awareness,
- Pre-work risk assessment

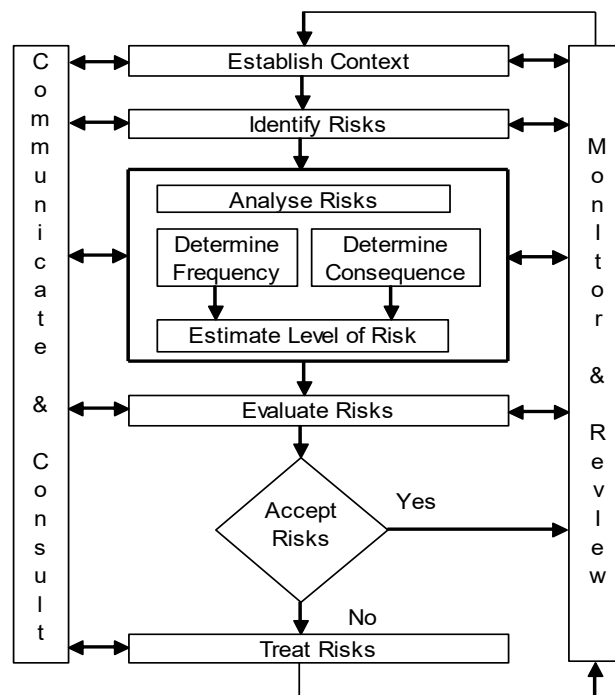


Figure 1: Risk Management Process

The Principal Contractor should regard this step of the risk assessment as the most important. Subsequent analysis and evaluation of risks and the development of risk control measures are wasted if the risks or hazards on the Works are not carefully identified.

The Principal Contractor should bear the following principles in mind when identifying the risks:

- i. Systematically address all risks or hazards on the Works,
- ii. Review all aspects of the work, but consider only those that have a potential to cause harm,
- iii. Rank the risks identified in order of importance and then use appropriately advanced techniques to deal with major risks,
- iv. Deal mainly with major risks and don't obscure these with unimportant information, especially minor risks,
- v. Address what actually happens in the workplace during the work activity
- vi. Consider all persons that may be affected,
- vii. Highlight those groups and individuals who may particularly be at risk, and
- viii. Review the adequacy and effectiveness of existing safety controls and measures

3.2.3.3 Risk Analysis

In this step, the Contractor will be required to analyse the risks identified by determining each risks frequency and magnitude or severity of the consequence of the risk or hazard.

The frequency of occurrence of a hazard may be expressed as the number of times that it may occur in a year, decade, lifetime, century, or longer period, according to comparative human experience. The magnitude of the likely consequence of a hazard may be expressed in terms of the degree of incapacitation, number of people or costs involved. The frequency of occurrence of a hazard and the magnitude of its consequence may be compounded as the risk that it poses as shown in the “risk matrix” in Figure 2 below.

Frequency of Occurrence of Hazard	Severity of Consequences of Potential Hazard					
	1 Medically treatable injury	1 Compensable injury	10 Compensable injuries	1 Permanently disabling injury	1 Fatality	10 Fatalities
Frequent; 1 or more occurrences per year	Medium	High	Very high	Severe	Severe	Severe
Several times during a career; 0.1 occurrences per year	Medium-low	Medium	High	Very high	Severe	Severe
Unlikely, but possible during a career; 0.01 occurrences per year	Low	Medium-low	Medium	High	Very high	Severe
Very unlikely during a career; 0.001 occurrences per year	Low	Low	Medium-low	Medium	High	Very high
Barely credible; 0.0001 occurrences per year	Low	Low	Low	Medium-low	Medium	High

Figure 2: Compounded Risk Matrix

The columns in the table represent the likely consequence of the hazard and the rows, the frequency of occurrence. The scales for both quantities represent consistent progressions, albeit they qualitative. The risks evidently range from low to severe. Note that diagonals in the matrix represent the risks of the identified hazards, taking the effectiveness of controls into consideration.

The table represents a typical risk matrix that need not necessarily be adopted by the Contractor. The Contractor may use an alternative risk matrix provided that it is approved as part of his Health and Safety Plan.

3.2.3.4 Risk Evaluation

In this step the Contractor will be required to compare the assessed risk with similar risks previously experienced for the purpose of deciding how to treat the risk. A useful systematic approach for this purpose is as follows:

- If the assessed risk exceeds similar risks that have occurred in the past and that are considered to be unacceptable, the assessed risk would require treatment depending upon its magnitude as discussed in Section 4.4.5, or
- If the assessed risk exceeds similar historical risks that are acceptable, treatment of the assessed risk will depend on the extent by which it exceeds the historical risks, or
- If the assessed risk is less than historical risks that are unacceptable, treatment of the assessed risk will depend on the extent by which it is less than the historical risks, or
- If the assessed risk is less than historical risks that are acceptable, the assessed risk would also be acceptable and would not require any treatment.

3.2.3.5 Risk Treatment

In this step, the Contractor will select and implement appropriate measures for dealing with risk. Typically measures comprise the following:

- Elimination by changing designs, procedures, management methods, etc, applicable to high frequency–high consequence risks, or
- Reduction by changing designs, procedures, management methods, etc, applicable to high frequency–high consequence risks, or
- Minimization by changing designs, procedures, management methods, etc, applicable to high frequency–low consequence risks, or
- Transfer or share whole or part of the risk to another party by insurance, contractual arrangements or organizational structures, applicable to low frequency–high consequence risks, or
- Control to ensure that risks do not increase, applicable to low frequency–high consequence risks, or
- Retention together with provision of monitoring and personal protective equipment, applicable to low frequency–low consequence residual risks after reduction, or
- Acceptance without particular action other than provision of personal protective equipment, applicable to low frequency–low consequence risks.

The following principles enable the optimum treatment to be determined:

- Avoid risks altogether if possible by using different approaches, substances or methods of work,
- Combat risks at source rather than by adopting secondary measures,
- Adapt work to the individual rather than the individual to the work, that is, in the design consider the people and their attributes that will operate the system
- Take advantage of technological and technical progress,
- Risk prevention measures must be part of a coherent policy and approach to safety management that involves performance measurement, goal setting, feedback and analysis,
- Give preference to measures that protect the whole work force,
- Ensure that those for whom protection is provided understand what they need to do to make sure that the protection works, and
- Ensure that measures to control risks are an accepted part of an active health and safety culture supported by all levels of the organization; single risk reduction initiatives invariably fail.

3.2.4 Review of Risk Assessment

The Principal Contractor is to review the Hazard Identification Risk Assessment (HIRA) and Safe Working Procedure's at each Progress Report Meeting as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods.

4. CATEGORIES OF WORK

In this section of his Health and Safety Plan, the Principal Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the execution of the following categories of work.

4.1 General

The Principal Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

4.1.1 Construction welfare facilities

Principal Contractors will be required to adhere to the Facilities Regulation: Construction welfare facilities of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Facilities Regulations, 1990 (as amended) and SANS 0400.

The Contractor must discuss the following in detail in his safety plan:

- How will the Principal Contractor establish the amount of facilities required for employees to shower, change, eat and attend to sanitary needs
- What measures will the employer take to house employees on site who lives far from their residences or for the provision of transport

4.1.2 Environmental regulations for workplaces

The Principal Contractor shall comply with the Environmental Regulations for Workplaces, 1987, and shall address the following aspects as described in the regulations in his Health and Safety plan:

- Thermal requirements,
- Lighting,
- Windows,
- Ventilation,
- Housekeeping,
- Noise and hearing conservation,
- Precautions against flooding, and
- Fire precautions and means of egress.

4.1.3 Housekeeping on construction sites

Principal Contractor will be required to adhere to Construction Regulation for Housekeeping on construction sites, of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Contractor must discuss the following in detail in his safety plan:

- How will contractors ensure the neatness of construction sites
- What measures does the Contractor envisage to
 - Store and/or stack materials,
 - Remove debris from site,
 - Prevent unauthorized entrance to the site
 - Protect employees or passers-by from falling objects

4.1.4 Fire precaution on construction sites

Principal Contractor will be required to adhere to Construction Regulation 29: Fire precautions on construction sites, of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Principal Contractor must discuss the following in detail in his safety plan:

- How the Principal Contractor will minimize the risk of fire on the site
- How the Contractor will identify potential fire hazards
- What prohibitions the Contractor will implement to manage risk areas
- How many employees the Contractor will train in fire fighting
- What organization the Contractor envisage to combat fires on sites
- What precautions and procedures will be followed to evacuate employees in the case of a fire

4.1.5 Water environments

The Contractor will be required to adhere to Construction Regulation 24: Water Environments, of the Construction Regulations, 2014.

The Contractor must discuss the following in detail in his safety plan:

- What precautions will the Contractor take to identify dangers where employees may fall into water
- What safety procedures and equipment will the Contractor implement to safeguard employees working at water environments

4.1.6 Structures

The Principal Contractor will be required to adhere to Construction Regulation 8: Structures, of the Construction Regulations, 2014.

The Principal Contractor must discuss the following in detail in his safety plan:

- Explain what controls, test or precautions will be made to prevent structures from collapsing during construction,
- The Contractor shall indicate what steps will be taken and implemented to ensure that structures or parts thereof will not be loaded in such a manner that it may collapse, and
- What procedures does the Contractor envisage to implement in order to obtain all relevant data on structures before commencement of construction work.

4.1.7 Watching, barricading and lighting

The Principal Contractor will be required to adhere to Construction Regulation 8: Structures, of the Construction Regulations, 2014.

The Principal Contractor must discuss the following in detail in his safety plan:

- Explain what controls, test or precautions will be made to prevent structures from collapsing during construction,
- The Contractor shall indicate what steps will be taken and implemented to ensure that structures or parts thereof will not be loaded in such a manner that it may collapse, and
- What procedures does the Contractor envisage to implement in order to obtain all relevant data on structures before commencement of construction work.

4.1.8 Hazardous chemical substances

The Contractor will be required to adhere to the Regulations for Hazardous Chemical Substances 1995 as amended in the handling and storage cement of and other hazardous chemical substances.

The Contractor must discuss the following in detail in his safety plan in respect of each hazardous chemical substance that will be used in the works:

- Storage of substance
- Handling of substance
- Protective clothing and other devices to be used while handling the substance
- Medical surveillance.

4.2 Site Clearance

4.2.1 Demolition work

Contractors will be required to adhere to Construction Regulation 14: Demolition work, of the Construction Regulations, 2014.

The Principal Contractor shall discuss the following in detail in his safety plan:

- Briefly explain how he will safeguard people and property during and after demolition works
- Briefly explain how he will protect staff from dangerous situations
- Discuss the methods proposed to safeguard the public and property against harm during demolition works
- Discuss what type of equipment he envisage to use during demolition work
- How will the Contractor ensure the safety of equipment used during demolition work
- What steps will the Contractor deem necessary to take where hazardous materials is encountered
- Dust control measures
- Noise control measures

4.3 Earth Works

Contractors will be required to adhere to Construction Regulation 13: Excavation work, of the Construction Regulations, 2014.

The Contractor must discuss the following in detail in his safety plan:

- How will the Contractor establish the stability of ground prior to excavations,
- What steps will the Contractor follow to ensure that bolstering, shoring and bracing is sufficient to ensure the safety of the excavation, and
- What steps will the Contractor follow to ensure the equipment used to safeguard an excavation is sufficient and safe

4.4 Concrete

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

4.4.1 Temporary structure

The Contractor shall with reference to Regulation 12: Formwork and support work, of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How the design of formwork and support work will be carried out,
- How the erection of formwork and support work will be managed,
- How the continuous assessment of the safety of formwork will be done,
- How the loading of formwork and support work will be managed or limited, and
- How he intends keeping records of the above.

4.5 Pipes

The Contractor shall comply with Section 9 of the General Safety Regulations, with regards to the welding, flame cutting, grinding, soldering or similar operations associated with pipe work where relevant.

5. IMPLEMENTATION OF CONTRACTOR'S HEALTH AND SAFETY PLAN

5.1 General

The Contractor shall describe in his Health and Safety Plan how he intends implementing his plan.

The Contractor shall indicate the methods he intends using to ensure accurate record keeping of all critical elements identified in his risk assessment and covered in his Health and Safety Plan.

The Contractor shall indicate how internal audits will be carried out, how shortcomings will be addressed, how he intends to review the safety plans, how he would train staff and how he would implement the findings and recommendations of internal audits or inputs of employees.

5.2 Administrative Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996. The Contractor's administrative system shall without limiting his obligations, cover the following:

- Up keep of a safety file on site,
- Maintenance of his Health and Safety plan,
- Procedures to follow for the appointment of competent persons,
- Application for permits,
- Procedures to follow for notifications,
- Injury on duty [IOD] administration,
- Recording of minutes of safety meetings,
- Recording of checklists,
- Safe keeping of checklists, and
- Internal audits.

The Contractor shall in particular ensure that at least one copy of the Occupational Health and Safety Act, 1993 and its Regulations is available on the for every 20 employees employed

5.3 Reporting Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996 and shall in particular (in accordance with section 12) furnish an inspector with information relating to health and safety on the construction site, when requested to do so.

The Contractor shall notify the Employer of any investigations, complaint or criminal charge which may arise as a consequence of the provision of the Occupational Health and Safety Act, 1993 and its Regulations, pursuant to work performed in terms of this Contract.

5.4 Training

The Contractor shall train all his employees in accordance with the requirements of section 13 of the Occupational Health and Safety Act, 1993. The Contractor shall ensure that every employee is informed of the following:

- The hazards of any work he has to perform or plant machinery or equipment he is permitted to use, and
- The precautionary measures which should be taken regarding the above.

The Contractor shall, without limiting his obligations, indicate in his Health and Safety Plan how he intends:

- Identifying the training needs of the personnel he intends employing, and
- Implementing the training identified
- What proof of induction training will be carried by his employees (e.g. laminated type identification card).

6. STRUCTURES AND RESPONSIBILITIES

6.1 Overall Supervision and Responsibility for OHS

The City of Tshwane (CoT) will ensure that the Contractor appointed in terms of Construction Regulation (CR)7 (1)(a), implements and maintains the agreed and approved OHS Plan.

The Chief Executive Officer of the Contractor in terms of Section 16 (1) and Construction Regulation 8(1) of the OHS Act, is to ensure that the employer complies with the Act.

It is a requirement that the Principal Contractor, when appointing other Contractors in terms of Construction Regulation 7 (1)(a), (c)(x), (f), (2)(c) and (3) includes an OHS Act Section 37(2) agreement, in any agreement made with other Contractors. this is an extension of Section 37(2).

The CoT must ensure that the Principal Contractor as a minimum requirement appoints a Construction Supervisor and Assistant Construction Supervisor in terms of Construction Regulation 8.

The OHS Act and Construction Regulation require the Principal Contractor to appoint designated competent employees and /or other competent persons as required. The appointment shall be in writing and responsible clearly stated together with the period for which the appointments are made.

This information must be communicated and agreed with the appointees and copies of the signed original appointment must be filed in the on-site updated OHS File also referred to as the "Safety File"

6.2 Administrative Controls and OHS Files

6.2.1 The Occupational Health and Safety File

As required by Construction Regulations 7 (1) and 7(2) the Principal Contractor and other Contractors will each keep an updated OHS File on site containing, as a minimum, the following documents.

- i. Notifications of Construction Work, Construction Regulations 4(1).
- ii. An updated copy of OHS Act, General Administration Regulations 4.
- iii. Proof of the Registration and Letter of Good Standing with a COID Insurer, Construction Regulations 7(c)(iv).

The Contractor is required to have a programmes in place to promote OHS awareness and promote a culture of in its employees and contractors. The following are a few of methods that may be used but not limited to:

- i. Toolbox Talks
- ii. OHS Poster
- iii. Competitions
- iv. Suggestion

6.2.2 Competence

The Contractors shall ensure that all appointed staffs are competent and that all training required completing the work safely and without risk to health has been completed before work commences. Follow up and refresher training shall be given. Records of all training shall be kept in the Safety file for auditing and proof of compliance.

6.2.3 Consultation, Communication and Liaison

Occupational Health and Safety Liaison between the CoT, Principal Contractor, other Contractors, Designer and other parties will through the CoT/Project Manager or their appointed representative, verbally or in writing, as and when the need arises.

The Principal Contractor will be required to do site Safety visits with the CoT/appointed Agents/Representatives on a basis to be determined between the parties.

6.2.4 Checking, Reporting and Corrective Actions

The CoT or their Agents/Representative will conduct Audits to comply to Construction Regulations 7(1) (C) (vii) to ensure that the Contractor has implemented and is maintaining the agreed and approved OHS Plan.

The Contractor is to conduct his own internal Audits to verify compliance with their own OHS plan.

The OHS Representatives are to conduct inspections of their areas of responsibility and report to their supervisors.

All the results of the inspections shall be in writing, reviewed with corrective actions implemented, endorsed and placed in the OHS File.

6.2.5 Reporting, Investigation of Accidents and Incidents

The Contractor is responsible for the reporting and investigation of all minor, non-injury incidents and near misses. The Contractor shall compile an investigation report and ensure that all recommendations and preventative measures are in place. The incident report shall be in the OHS File for auditing and tracking purposes.

The Contractor is responsible for reporting accidents within two days to the CoT/appointed Agent or Representatives and the Provincial Director of the Department of Labour within seven days (Sections 24 & 25 of the OHS Act & General Administrative Regulation 8), except where the person has died or permanent defect, the incident must be reported immediately.

6.3 Operation Control

6.3.1 Emergency Preparedness, Contingency Planning & Response

The Contractor shall appoint a competent person to act as an Emergency Coordinator.

The Contractor shall conduct an emergency identification exercise and establish what emergencies could possibly develop. The Coordinator shall then develop details contingency plans and emergency procedures.

6.3.2 First Aid

The Contractor shall provide the relevant First Aid Equipment and consumables that are within the expiry dates and have qualified First Aider/s on the site as required by General Safety Regulations 3 of the OHS Act. First Aiders and their certificates need to be filed in the Safety File.

6.3.3 Security

The Contractor shall develop, implement and maintain Security and Site Access Control rules and procedure throughout the construction period.

Access control shall include the rules and procedures that non- employees need to follow on site visitation. Non employees shall always be accompanied by the contractor onto the construction site.

6.3.4 Construction Vehicles and Mobile Plant

All construction vehicles and plant shall be inspected by the Principal Contractor before being allowed to be operated on the site.

Hired vehicles and plant must comply with this specification as well as the OHS Act and the Construction Regulation 23.

No unauthorised persons are allowed to drive Construction Vehicle & Mobile Plant. They shall only be operated in accordance with its intended design and use.

All vehicles and plant must be inspected on a daily basis prior to use by a competent person and findings must be recorded in the OHS File.

6.3.5 Housekeeping

The Contractor shall ensure that good housekeeping practices are implemented so that:

- i. An unimpeded work space is maintained for every employee.
- ii. The walls and roof of every indoor workspace is sound and leak free.
- iii. Every workspace is kept clean, orderly and free from tools and material that is not required for that specific work being done.
- iv. Every floor, walkway, stairs, passage and gang way is kept in a good state of repair and free from obstruction, waste and materials.
- v. Catch platforms or nets erected over every entrance/exit to prevent injury from falling objects.
- vi. Opening in floors, hatchway stairwells and open sides of floor or building are provided with protection to prevent any person falling through them.
- vii. Material and equipment are stored correctly.
- viii. Scrap waste and debris is removed regularly and in a safe manner.
- ix. Construction site fences are maintained to prevent entry by unauthorised persons.
- x. Other aspects the contractor may deem to contribute to a safe working environment.

6.3.6 Eating, Changing, Washing and Toilet

Eating facilities should be provided in a location that is sheltered from the elements. Adequate changing, washing and toilets facilities shall be provided for both sexes.

At least one shower per 15 workers and a toilet per 30 workers shall be provided. Chemical toilets may be used instead of water sewerage type.

6.3.7 Personal Protective Equipment and Wear

The Contractor shall identify all the hazards in the workplace and endeavour to eliminate them.

Where this is not possible, suitable steps shall be taken to protect workers from these hazards.

The Contractor is required to inform employees of the health and safety hazards and issues them with suitable equipment and wear to protect them from these hazards.

6.3.8 Portable Electrical Tools & Equipment

Portable electrical tools and equipment is defined as units taking electrical power from 220 volt 15 amp power outlets and are moved around the site to perform work such as drilling, sawing, grinding etc. and also includes portable lights. Electrical appliances include items such as fridges, stoves and heaters.

All of these must be regularly inspected for damages to cables and plugs.

6.3.9 Public Health and Safety

The Principal Contractors and Contractors are responsible to ensuring that non-employees affected by the construction work such as visitors, the surrounding community and passers-by, are made aware of the danger likely to arise from the construction work as well as the precautionary measures to be observed to avoid or minimise these dangers.

Appropriate signage shall be posted to this effect and all employees on the site shall be instructed to ensure that non-employees are protected at all times. All non-employees entering the site must receive induction into the hazard and risks and the control measures.

PART C4: SITE INFORMATION

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C4.1 PLAN OF CAST INSITU CONCRETE STRIPS Error! Bookmark not defined.

Drawing of Concrete berm strips as per Part C4.1 PLAN OF CAST INSITU CONCRETE STRIPS.



**Part C4.1 PLAN OF
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