

**WATER AND SANITATION
BUSINESS UNIT
INFRASTRUCTURE PLANNING AND
IMPLEMENTATION DIVISION**



TENDER REFERENCE: WSBU 13 2025/26

**TENDER FOR THE COMPLETION OF WORKS AT
THE 10ML KLIPGAT CONCRETE RESERVOIR, BULK
WATER PIPELINE, VALVE CHAMBERS FOR A
PERIOD OF TWELVE (12) MONTHS**

A Tender for Category **6CE** CIDB or higher registered contractors

ISSUED BY:	PREPARED BY:
The Divisional Head Supply Chain Management Tshwane House 320 Madiba Street Pretoria 0002 Tel: 012 358 0343	The Group Head Water and Sanitation Business Unit P O Box 1022 Pretoria 0001 Tel: 012 345 4101/ 3832

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

**CITY OF TSHWANE
WATER AND SANITATION BUSINESS UNIT**

**CONTRACT NO: WSBU 13 2025/26
TENDER FOR THE COMPLETION OF WORKS AT THE 10ML KLIPGAT CONCRETE
RESERVOIR, BULK WATER PIPELINE, VALVE CHAMBERS FOR A PERIOD OF
TWELVE (12) MONTHS FROM COMMENCEMENT DATE.**

DESCRIPTION		COLOUR
PORTION 1: TENDER		
PART T1	TENDERING PROCEDURES	
	T1.1 TENDER NOTICE AND INVITATION TO TENDER	White
	T1.2 TENDER DATA	Pink
	T1.3 STANDARD CONDITIONS OF TENDER	Pink
PART T2		
	RETURNABLE DOCUMENTS	Yellow
	T2.1 LIST OF RETURNABLE DOCUMENTS	Yellow
	T2.2 RETURNABLE SCHEDULES	Yellow
PORTION 2: CONTRACT		
PART C1	AGREEMENTS AND CONTRACT DATA	
	C1.1 FORM OF OFFER AND ACCEPTANCE	Yellow
	C1.2 CONTRACT DATA	Yellow
	C1.3 FORM OF GUARANTEE	White
	C1.4 HEALTH AND SAFETY AGREEMENT	White
	C1.5 ADJUDICATOR'S AGREEMENT	White
PART C2		
	PRICING DATA	Yellow
	C2.1 PRICE INSTRUCTIONS	Yellow
	C2.2 PRICE SCHEDULE	Yellow
	C2.3 SUMMARY OF SCHEDULES	Yellow
PART C3		
	SCOPE OF WORK	Blue
	C3.1 DESCRIPTION OF THE WORKS	Blue
	C3.2 ENGINEERING	Blue
	C3.3 PROCUREMENT	Blue
	C3.4 CONSTRUCTION	Blue
	C3.4.1 PARTICULAR SPECIFICATIONS AND VARIATIONS AND ADDITIONS TO THE STANDARD SPECIFICATION	Blue

Contract No: WSBU 13 2025/26: Tender for the completion of works at the 10MI Klipgat concrete reservoir, bulk water pipeline, valve chambers for a period of Twelve (12) months

Contents

DESCRIPTION		COLOUR
	C3.5 MANAGEMENT	Blue
	C3.6 HEALTH & SAFETY SPECIFICATION	Blue
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PART T1 : TENDERING PROCEDURES

Section	Description	Page
T1.1	TENDER NOTICE AND INVITATION TO TENDER	T1.1-1
T1.2	TENDER DATA	T1.2-1
T1.3	STANDARD CONDITIONS OF TENDER	T1.3-1

Contract No: WSBU 13 2025/26: Tender for the completion of works at the 10ML Klipgat concrete reservoir, bulk water pipeline, valve chambers for a period of Twelve (12) months

Part T1: Tender Procedures

T1.1 TENDER NOTICE AND INVITATION TO TENDER

CITY OF TSHWANE WATER AND SANITATION BUSINESS UNIT



CONTRACT NO: WSBU 13 2025/26 :

TENDER FOR THE COMPLETION OF OUTSTANDING WORKS AT THE 10ML CONCRETE RESERVOIR, BULK WATER PIPELINE, VALVE CHAMBERS AND MANHOLES, AT KLIPGAT RESERVOIR FOR A PERIOD OF TWELVE (12) MONTHS.

Tenderers should have a CIDB contractor grading designation of **6CE** or higher.

Tenders will be evaluated on the basis of awarding points for the **80/20 Preference** Point System will be applied to this tender.

The tender documents will be obtainable for download on www.tshwane.gov.za and www.etender.gov.za.

A COMPULSORY CLARIFICATION MEETING with a representative of the Employer will take place at Klipgat Reservoir site at 10:00. Co-Ordinates: -25.52408682969774, 28.014505081498164 on the 08 May 2026.

The lowest or any tender will not necessarily be accepted, and the Municipality reserves the right to accept a tender as a whole or in part.

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 City reserves the right to extend the validity period after consultation with the concerned parties.

The closing time for receipt of tenders is 18 May 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 CHIEF FINANCIAL OFFICER: FINANCIAL SERVICES DEPARTMENT, SUPPLY CHAIN MANAGEMENT, PRETORIA, 0001 and must be submitted in the tender box situated at the (at the entrance to the Tshwane house), 320 Madiba Street, Pretoria central. Tenders will be opened at the latter address at the time indicated.

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 by memory stick/USB together with the hard copy of the Bid/Proposals”

TECHNICAL ENQUIRIES: Employer's Representative: Ms. Elelwani Raḍali
Telephone: 012 358 7722
E mail: elelwanir@tshwane.gov.za

SUPPLY CHAIN MANAGEMENT: Employer's Representative: Ms Lukkiet Thobejane-Selowe
Telephone: 012 358 6282
E mail: lukkiet3@tshwane.gov.za

**Mr Johan Mettler
CITY MANAGER
NOTICE 14 of 2026**

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 T1.3

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.

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
C.1.1	Actions	The Employer is CITY OF TSHWANE . The term "bid" in the context of this standard is synonymous with the term "tender".
C.1.2	Tender Documents	<p><u>Volume 1: General Clauses, Tender Procedures, Contract Data, Pricing Data, Schedule of Quantities and Scope of Works,</u></p> <p>This document in which are bound the Tender Procedures, Returnable Documents, Agreements and Contract Data</p> <p><u>Volume 2: Construction Specifications and Drawings</u></p> <p>This document in which are bound the Project Specifications and Drawings</p>
C.1.3	Interpretation	<p><i>Replace this sub-clause with the following:</i></p> <p>These Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules and Bill of Quantities, which are required for tender evaluation purposes, shall form part of the Contract arising from the invitation to tender.</p>
C.1.3.2		
C.1.3	Interpretation	<p>Add the following new clauses:</p> <p>"C1.3.4 The Tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English."</p> <p>"C1.3.5 The following words will have the same meaning:</p> <p>CITY OF TSHWANE or CITY</p>
C.1.4	The detail of the Employer is:)	<p>Delete the first sentence of the clause and replace with the following:</p> <p>Verbal or any other form of communication, from the Employer, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to SUPPLY CHAIN MANAGEMENT.</p> <p>Representative: Elelwani Radali Telephone: 012 358 7722 E mail: elelwanir@tshwane.gov.za</p> <p>Representative: Lukkie Thobejane-Selowe Telephone: 012 358 6282 E mail: flukkiet3@tshwane.gov.za</p>

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender											
C.2.1	Eligibility	<p>All the following mandatory requirements must be complied with, or the tender will be regarded as non-responsive and not be considered further:</p>										
		<table border="1"> <thead> <tr> <th data-bbox="357 568 874 607">Mandatory Criteria</th> <th data-bbox="874 568 1437 607">Supporting Evidence</th> </tr> </thead> <tbody> <tr> <td data-bbox="357 607 874 712">Construction Industry Development Board (CIDB) Grading of 6CE or higher;</td> <td data-bbox="874 607 1437 712">Valid CIDB grading certificate</td> </tr> <tr> <td data-bbox="357 712 874 1167"> <p>Company Experience: Electrical Works</p> <p>Proof of at least three (3) projects (successfully completed) of construction, refurbishment of concrete reservoirs and steel pipelines</p> <p>Works exceeding the value of R15 000 000.</p> </td> <td data-bbox="874 712 1437 1167"> <p>Appointment letters</p> <p>and</p> <p>Completion certificate of all projects completed</p> <p>and</p> <p>Reference letter with clients contact details on the client's letter head (reference letter should contain the description of service rendered related to construction, refurbishment of concrete reservoirs and steel pipelines.</p> </td> </tr> <tr> <td data-bbox="357 1167 874 1778"> <p>Contracts Manager to have the following:</p> <p>NQF Level 7 or higher in Civil Engineering</p> <p>and</p> <p>Registered South African Council for Project and Construction Management Professions (SACPCMP) as a Professional Construction Manager</p> <p>and</p> <p>ETQA / Sector Education Training Authority Accredited: Manage Labour-Intensive Construction Processes: NQF Level: 5</p> </td> <td data-bbox="874 1167 1437 1778"> <p>Certified copy of qualification</p> <p>Valid SACPCMP Certificate</p> <p>Certified copy of qualification</p> <p><i>The City reserves the right to verify/confirm the qualification.</i></p> </td> </tr> <tr> <td data-bbox="357 1778 874 2051"> <p>Contracts Manager Experience:</p> <p>Minimum of three (3) projects completed, related related to civil engineering work concrete reservoirs and steel pipelines</p> </td> <td data-bbox="874 1778 1437 2051"> <p>Attach detailed CV indicating number of projects completed and letters confirming employment.</p> <p><i>The City reserves the right to verify/confirm employment and qualification.</i></p> </td> </tr> </tbody> </table>	Mandatory Criteria	Supporting Evidence	Construction Industry Development Board (CIDB) Grading of 6CE or higher;	Valid CIDB grading certificate	<p>Company Experience: Electrical Works</p> <p>Proof of at least three (3) projects (successfully completed) of construction, refurbishment of concrete reservoirs and steel pipelines</p> <p>Works exceeding the value of R15 000 000.</p>	<p>Appointment letters</p> <p>and</p> <p>Completion certificate of all projects completed</p> <p>and</p> <p>Reference letter with clients contact details on the client's letter head (reference letter should contain the description of service rendered related to construction, refurbishment of concrete reservoirs and steel pipelines.</p>	<p>Contracts Manager to have the following:</p> <p>NQF Level 7 or higher in Civil Engineering</p> <p>and</p> <p>Registered South African Council for Project and Construction Management Professions (SACPCMP) as a Professional Construction Manager</p> <p>and</p> <p>ETQA / Sector Education Training Authority Accredited: Manage Labour-Intensive Construction Processes: NQF Level: 5</p>	<p>Certified copy of qualification</p> <p>Valid SACPCMP Certificate</p> <p>Certified copy of qualification</p> <p><i>The City reserves the right to verify/confirm the qualification.</i></p>	<p>Contracts Manager Experience:</p> <p>Minimum of three (3) projects completed, related related to civil engineering work concrete reservoirs and steel pipelines</p>	<p>Attach detailed CV indicating number of projects completed and letters confirming employment.</p> <p><i>The City reserves the right to verify/confirm employment and qualification.</i></p>
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<p>Contracts Manager Experience:</p> <p>Minimum of three (3) projects completed, related related to civil engineering work concrete reservoirs and steel pipelines</p>	<p>Attach detailed CV indicating number of projects completed and letters confirming employment.</p> <p><i>The City reserves the right to verify/confirm employment and qualification.</i></p>											

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender	
	<p>Site Agent to have the following:</p> <p>NQF Level 7 or higher in Civil Engineering,</p> <p>and</p> <p>ETQA / Sector Education Training Authority Accredited: Supervision of Civil Engineering Construction Processes : NQF Level: 4</p>	<p>Attach detailed CV indicating number of projects completed and letters confirming employment.</p> <p>Certified copy of qualification</p> <p>Certified copy of qualification</p> <p><i>The City reserves the right to verify/confirm the qualification.</i></p>
	<p>Site Agent experience:</p> <p>Site Agent Experience: Minimum of three (3) projects completed related to concrete reservoirs and steel pipelines</p>	<p>Attach detailed CV indicating number of projects completed and letters confirming employment.</p> <p><i>The City reserves the right to verify/confirm employment and qualification.</i></p>
	<p>Foreman with a NQF Level 4 or higher in Civil Engineering</p> <p>and</p> <p>ETQA / Sector Education Training Authority Accredited: Apply labour intensive construction systems and techniques to work activities NQF Level: 2</p>	<p>Certified copy of qualification.</p> <p>Certified copy of qualification</p>
	<p>Foreman experience:</p> <p>Minimum of five (5) projects completed related concrete reservoirs and steel pipelines</p>	<p>Attach detailed CV indicating number of projects completed and letters confirming employment.</p> <p><i>The City reserves the right to verify/confirm employment and qualification.</i></p>
	<p>Construction Health and Safety Officer must be registered with the South African Council for the Project and Construction Management Professions (SACPCMP) as a Construction Health and Safety Officer (CHSO).</p>	<p>Copy of professional registration certificate</p> <p><i>The City reserves the right to verify/confirm the certificate.</i></p>

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender	
		<p>A minimum Level C bank rating, as well as confirmation of raised capital of not less than R15 000 000 from the bidder's registered banking institution must be provided with the tender.</p> <p>Bank confirmation letter obtained from registered bank institution</p> <p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contract grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE or higher class of construction work, are eligible to submit tenders.</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 5CE or higher class of construction work; and <p>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 6CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.</p>
C.2.2	Cost of Tendering	<p>Add the following to the sub-clause C2.2.1:</p> <p>"Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer's Agent (if required)."</p>
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 "Standard Specifications for Municipal Civil Engineering Works, Third Edition, 2005" issued by the Divisional Head: Roads and Stormwater of the City of Tshwane. <p>This document is obtainable free of charge on the website www.tshwane.gov.za.</p> <ul style="list-style-type: none"> The latest print version as current at 30 days before close of tenders of the document "General Conditions of Contract for Construction Works 3rd Edition, 2015" including corrections thereto as current at 30 days before close of tenders, as published by the <i>South African Institution of Civil Engineering</i>. <p>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.</p>
C.2.7	Clarification meeting	<p>Where applicable, details of the compulsory clarification meeting with a representative of the Employer are stated in the Tender Notice and Invitation to Tender (Section T1.1 of the document).</p> <p>Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers and in the Site Inspection Certificate.</p> <p>Tenderers should be represented at the site/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.</p>

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
		Tender documents will not be made available at the site visit and/or clarification meeting. Detail relating to the collection of tender documents is indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document).
C.2.8	Seek clarification	Replace the clause with the following: <i>Request clarification of the tender documents, if necessary, by notifying the employer at least 7 (seven) working days before the closing time stated in the tender data.</i> The document is downloadable on the National Treasury website (www.etenders.gov.za) and City of Tshwane website (www.tshwane.gov.za)
C.2.9	Insurance	Add the following to the clause Accept that the submission of a tender shall be construed as an acknowledgement by the tenderer that he is satisfied with, where applicable, the insurance cover the employer will affect under the contract.
C2.10	Pricing the tender offer	Add the following sub-clause C2.10.5: "A digital copy of the Bill of Quantities can be obtained from the Employer's Agent from the office of the Engineer upon sufficient notice."
C.2.11	Alterations to documents	Add the following to the clause: "In the event of a mistake having been made, it shall be crossed out in black ink and the corrected entry made above in black ink and shall be accompanied by the full signatures of the authorised signatories next to every correction." <u>No correction fluid may be used.</u> If correction fluid has been used, the tender as a whole will not be considered. The Municipality will reject the bid if corrections are not made in accordance with the above."
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 shall be completed in non-erasable black ink Any entry made by the tenderer in the document 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 non-erasable black ink, and the full signature of the tenderer shall be placed next to the correction.
C.2.13.3		Add the following to the clause: "Submission of copies of the tender document is NOT required. Tenderer will be required to submit the completed ORIGINAL tender documents as listed above in C1.2 PLUS any required supporting documentation." In addition to the hard copy submission, each tenderer is required to submit a scanned copy of the fully completed and signed tender submission document. This is to be on a memory stick attached to the original tender submission documents, adequately identifiable as belonging to the tenderer, be in PDF format scanned at 400 DPI, and be in full colour.
C.2.13.4		Add the following to the clause: "Only authorised signatories may sign the original and all copies of the tender offer where required in terms of C.2.13.3"

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender
	<p>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</p> <p>In case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a PARTNERSHIP submitting a tender, all the partners 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 proof of such authorisation shall be included in the Tender.</p> <p>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a resolution of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.</p> <p>In cases where the Tenderer has not submitted proof of authorisation with the Tender, the Employer reserves the right to, at any time after the closure of the Tender, but before the award of the Tender, request the Tenderer to provide proof of authorisation within 7 (seven) calendar days from date of notification.</p> <p><u>Accept that failure to submit proof of authorisation to sign the tender shall result in a Tender Offer being regarded as non-responsive.</u></p>
C.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as follows:</p> <p>Correct tender reference no: WSBU 13 2025/26</p> <p>Tender Description: TENDER FOR THE COMPLETION OF WORKS AT THE 10ML KLIPGAT CONCRETE RESERVOIR, BULK WATER PIPELINE, VALVE CHAMBERS FOR A PERIOD OF TWELVE (12) MONTHS</p> <p>Correct closing time : 10:00 Correct due date : 18 May 2026</p> <p>Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be placed in the tender box located at:</p> <p>TSHWANE HOUSE BUILDING 320 Madiba street Pretoria central This address is 24 hours available for delivery of Tender offers.</p> <p>The name and address of the tender shall be entered on the back of the envelope</p>
C.2.13.6	A two-envelope procedure will not be followed.
	Telephonic, telegraphic, telex, facsimile or e-mailed offers will not be accepted.
C.2.13.10	Add the following sub- clause C.2.13.10:

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender
	<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>
<p>C.2.14</p> <p>Information and data to be completed in all respects</p>	<p>Add the following to the clause:</p> <p>The Tenderer is required to enter information in the following sections of the document:</p> <p>Section T2.2 : Returnable Schedules Section C1.1 : Form of Offer and Acceptance Section C1.1 : Contract Data Section C2.2 : Bill of Quantities</p> <p>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.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>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 may result in a Tender Offer being regarded as non responsive.</p> <p>Accept that the Employer is restricted in accordance with clause 5 (1) of the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.</p>
<p>C.2.15</p> <p>Closing time</p> <p>C2.15.1</p>	<p>Details of the closing time for submission of tender offers are stated in the Tender Notice and Invitation to tender (Section T.1.1 of the document).</p>
<p>C.2.16</p> <p>Tender offer validity</p> <p>C.2.16.1</p>	<p>The validity period for the tender after closure is 90 days. CoT 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> <p>Add 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>
<p>C.2.16.5</p>	<p>Add 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 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,</i></p>

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
		<i>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.2.16.6		Add the following new clause: 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 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.
C.2.17	Clarification of Tender Offer after Submission	Replace the contents of the clause with the following clause: "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 resulting from the product of the unit rate and the quantity by the adjustment of certain line-item totals. No change in the unit rate or prices or substance of the Tender Offer is sought, offered, or permitted."
C.2.18 C.2.18.1	Provide other material	Add the following to the clause: "Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition. Accept that the Employer or his agent reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture."
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.	Securities, bonds, policies etc. will form part of the agreement and will in the the format included in Section C1.3 of this procurement document.
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	<i>Canvassing and obtaining of additional</i>	"Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon."

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender
	<p><i>information by tenderer</i></p> <p>“No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.”</p>
<p>C.2.25</p> <p><i>Prohibitions on awards to persons in service of the state</i></p>	<p><u>Add the following</u> to the clause:</p> <p>“Accept that the Employer is prohibited to award a tender to a person</p> <p>a) who is in the service of the state; or</p> <p>b) 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</p> <p>c) a person who is an advisor or consultant contracted with the municipality <u>or</u> municipal entity.</p> <p>“In the service of the state” means to be –</p> <p>a) a member of –</p> <ul style="list-style-type: none"> • any municipal council; • any provincial legislature; or • the National Assembly or the National Council of Provinces; <p>b) a member of the board of directors of any municipal entity;</p> <p>c) an official of any municipality or municipal entity;</p> <p>d) an employee of any national or provincial department;</p> <p>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</p> <p>f) a member of the accounting authority of any national or provincial public entity; or</p> <p>g) an employee of Parliament or a provincial legislature.”</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 – Returnable Documents must be completed.”</p>
<p>C.2.26</p> <p><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 R2 000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause C2.25), 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>
<p>C.2.27</p> <p><i>Vendor registration</i></p>	<p><u>Add</u> the following new clause</p> <p>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.</p> <p>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.</p> <p>Vendor registration documents are available from the Procurement Advice Centre or can be downloaded from:</p>

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
		<p>https://www.tshwane.gov.za/sites/business/RegistrationofSuppliers/pages/registration-of-suppliers.aspx</p> <p>All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.</p>
C.2.28	Tax	<p>Add the following new clause</p> <p>National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that:</p> <p>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.</p> <p>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</p> <p>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</p>
C2.29	B-BBEE Status Level of Contributor	<p>Add the following new clause</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>
C.3.1		Replace the contents of the clause with the following:
C.3.1.1	Respond to requests from the tenderer	Respond to a request for clarification received up to ten (10) working days before the Tender closing time stated in the Tender Data and notify all Tenderers who provided their contact details on the attendance register at the Compulsory Clarification meeting within two (2) working days of the same date.
C.3.4		
C3.4.1	Opening of tender submissions	The time and location for the tender submissions and details of the tender opening are stated in the Tender Notice and Invitation to Tender (Section T1.1 of the document).
C.3.5	Two-envelope system	A two-envelope procedure will not be followed.
C.3.8	Test for responsiveness	Add the following to the sub-clause:
C.3.8.1		

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender
	<p>Failure on the part of the Tenderer to submit a tender offer as stipulated in clause C2.13 prior to the closing time as stipulated in clause C2.15 shall be just cause for the Employer to consider the tender offer as being non-responsive.</p> <p>Failure on the part of the Tenderer to submit any one of the returnable documents or certificates listed in clause C2.23 within the period stipulated shall be just cause for the Employer to consider the tender offer as being non-responsive.</p>
C3.9	<p>Replace the contents of the clause with the following:</p> <ul style="list-style-type: none"> - Check responsive tenders for discrepancies between amounts in words and amount in figures. Where there is a discrepancy between the amounts in figures and the amounts in words, the amount in words shall govern. - Check responsive tender offers for arithmetical errors, correcting them in the following manner: <ul style="list-style-type: none"> a) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected. b) 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 corrected total of the prices shall govern. c) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern. <p>Notify a tenderer upon written request received after the closing date of tenders of all arithmetical errors made by that particular tenderer.</p>
C.3.11	<p>Add the following to the sub-clause:</p> <p>Tenders received will be evaluated in the following stages:</p> <ul style="list-style-type: none"> • Stage 1: Administrative Compliance • Stage 2: Mandatory Requirements • Stage 3: Functionality • Stage 4: Preference Point System
C.3.11.1	<p>Method 2 will be used to evaluate all responsive tender offers in terms of Clause C.3.11.2 of the Standard Conditions of Tender</p> <p>Add the following new clause:</p> <p>STAGES OF EVALUATION</p> <p>This bid will be evaluated in three evaluation into four stages namely:</p> <ul style="list-style-type: none"> • Stage 1: Administrative compliance • Stage 2: Mandatory requirements • Stage 3 Functionality Criteria • Stage 4: Preference Points System (80/20) <p>STAGE 1: ADMINISTRATIVE COMPLIANCE</p>

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender		
	All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.		
	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; <ul style="list-style-type: none"> • 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 / 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		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 service charges, rates and taxes up to date (i.e. not in arrears for more than 90 days)?
	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		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

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender		
	<p>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>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 exempted or not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof from an "independent accounting professional as defined in regulation 26 of Companies Regulation, 2011, stating that the bidder is exempt or 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 from an "independent accounting professional as defined in regulation 26 of Companies Regulation, 2011, stating 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 Venture (JV) agreement signed by the relevant parties.</p> <p>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>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) 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>

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender								
		Bidders will be disqualified should they fail to attend compulsory briefing session							
	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.	Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified. Bidder will be disqualified should they make corrections on the price schedule without attaching a signature or initialising thereto. Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.							
	<p>A compulsory site meeting and briefing session to be held:</p> <p>STAGE 2: MANDATORY REQUIREMENTS</p> <p>The following mandatory requirements must be submitted with the tender documents and failure to do so will lead to immediate disqualification:</p> <p>The following information must be provided:</p> <table border="1" data-bbox="360 1182 1437 2056"> <thead> <tr> <th data-bbox="360 1182 871 1223">Mandatory Criteria</th> <th data-bbox="871 1182 1437 1223">Supporting Evidence</th> </tr> </thead> <tbody> <tr> <td data-bbox="360 1223 871 1323">Construction Industry Development Board (CIDB) Grading of 6CE or higher;</td> <td data-bbox="871 1223 1437 1323">Valid CIDB grading certificate</td> </tr> <tr> <td data-bbox="360 1323 871 1778"> Company Experience: Electrical Works Proof of at least three (3) projects (successfully completed) of construction, refurbishment of concrete reservoirs and steel pipelines Works exceeding the value of R15 000 000. </td> <td data-bbox="871 1323 1437 1778"> Appointment letters and Completion certificate of all projects completed and Reference letter with clients contact details on the client's letter head (reference letter should contain the description of service rendered related to construction, refurbishment of concrete reservoirs and steel pipelines. </td> </tr> <tr> <td data-bbox="360 1778 871 2056"> Contracts Manager to have the following: NQF Level 7 or higher in Civil Engineering and </td> <td data-bbox="871 1778 1437 2056">Certified copy of qualification</td> </tr> </tbody> </table>		Mandatory Criteria	Supporting Evidence	Construction Industry Development Board (CIDB) Grading of 6CE or higher;	Valid CIDB grading certificate	Company Experience: Electrical Works Proof of at least three (3) projects (successfully completed) of construction, refurbishment of concrete reservoirs and steel pipelines Works exceeding the value of R15 000 000.	Appointment letters and Completion certificate of all projects completed and Reference letter with clients contact details on the client's letter head (reference letter should contain the description of service rendered related to construction, refurbishment of concrete reservoirs and steel pipelines.	Contracts Manager to have the following: NQF Level 7 or higher in Civil Engineering and
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Contracts Manager to have the following: NQF Level 7 or higher in Civil Engineering and	Certified copy of qualification								

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender	
	<p>Registered South African Council for Project and Construction Management Professions (SACPCMP) as a Professional Construction Manager</p> <p>and</p> <p>ETQA / Sector Education Training Authority Accredited: Manage Labour-Intensive Construction Processes: NQF Level: 5</p>	<p>Valid SACPCMP Certificate</p> <p><i>The City reserves the right to verify/confirm the certificate.</i></p> <p>Certified copy of qualification</p>
	<p>Contracts Manager Experience:</p> <p>Minimum of three (3) projects completed, related related to civil engineering work concrete reservoirs and steel pipelines</p>	<p>Attach detailed CV indicating number of projects completed and letters confirming employment.</p> <p>The City reserves the right to verify/confirm employment and qualification.</p>
	<p>Site Agent to have the following:</p> <p>NQF Level 7 or higher in Civil Engineering,</p> <p>and</p> <p>ETQA / Sector Education Training Authority Accredited: Supervision of Civil Engineering Construction Processes : NQF Level: 4</p>	<p>Attach detailed CV indicating number of projects completed and letters confirming employment.</p> <p>Certified copy of qualification</p> <p><i>Certified copy of qualification</i></p> <p><i>The City reserves the right to verify/confirm the certificate. .</i></p>
	<p>Site Agent experience:</p> <p>Site Agent Experience: Minimum of three (3) projects completed related related to concrete reservoirs and steel pipelines</p>	<p>Attach detailed CV indicating number of projects completed and letters confirming employment.</p> <p>The City reserves the right to verify/confirm employment and qualification.</p>
	<p>Foreman with a NQF Level 4 or higher in Civil Engineering</p> <p>and</p> <p>ETQA / Sector Education Training Authority Accredited: Apply labour intensive construction systems and</p>	<p>Certified copy of qualification.</p> <p>Certified copy of qualification</p>

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender				
	techniques to work activities NQF Level: 2			<p>Foreman experience:</p> <p>Minimum of five (5) projects completed related concrete reservoirs and steel pipelines</p>	<p>Attach detailed CV indicating number of projects completed and letters confirming employment.</p> <p>The City reserves the right to verify/confirm employment and qualification.</p>
	<p>Construction Health and Safety Officer registered with the South African Council for the Project and Construction Management Professions (SACPCMP) as a Construction Health and Safety Officer (CHSO).</p>	<p>Copy of professional registration certificate</p> <p><i>The City reserves the right to verify/confirm the certificate.</i></p>		<p>A minimum Level C bank rating, as well as confirmation of raised capital of not less than R15 000 000 from the bidder's registered banking institution must be provided with the tender.</p>	<p>Bank confirmation letter obtained from registered bank institution</p>
<p>STAGE 3: FUNCTIONALITY CRITERIA</p> <p>Bids will be evaluated in terms of functionality as described below. All bids that obtain the minimum score for functionality will subsequently be assessed in accordance with Price and Preference.</p> <p>Points for functionality shall be allocated as described below and 60 points will be required as a minimum to proceed to the final stage of tender evaluation.</p>					
CRITERIA		SUB-CRITERIA	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE
RELEVANT EXPERIENCE OF TENDERER:					Max 60
<p>Proof of at least three (3) projects (successfully completed) of construction, refurbishment of concrete reservoirs and steel pipelines</p> <p>The following supporting Evidence:</p> <ul style="list-style-type: none"> - Appointment letters <p>and</p> <ul style="list-style-type: none"> - Completion certificate of all projects completed <p>and</p>		<p>3 Projects 4 Projects 5 + Projects</p>	<p>1 3 5</p>	<p>12</p>	<p>60</p>

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender				
	- Reference letter with clients contact details on the client's letter head (reference letter should contain the description of service rendered related to construction, refurbishment of concrete reservoirs and steel pipelines)				
	Key Staff's experience that is relevant to the scope of work as Indicated below: The curriculum vitae's (CVs) of the key personnel assigned to the project clearly stating their experience related to concrete reservoirs and steel pipelines. These documents are compulsory and failure to submit will result in a zero-score allocated.				Max 40
	<p>KEY STAFF:</p> <p>CONTRACTS MANAGER</p> <p>Contracts Manager Experience: Minimum of three (3) projects completed related related to civil engineering work concrete reservoirs and steel pipelines .</p> <p>Attach detailed CV indicating number of projects completed and letters confirming employment.</p> <p><i>The City reserves the right to verify/confirm employment and qualification.</i></p>	3 projects 4 - 5 projects 6+ projects	1 3 5	3	15
	<p>SITE AGENT</p> <p>Site Agent Experience: Minimum of three (3) projects completed related related to concrete reservoirs and steel pipelines</p> <p>Attach detailed CV indicating number of projects completed and letters confirming employment.</p> <p><i>The City reserves the right to verify/confirm employment and qualification.</i></p>	3 projects 4 - 5 projects 6+ projects	1 3 5	3	15
	<p>FOREMAN</p> <p>Foreman Experience: Minimum of five (5) projects completed related concrete reservoirs and steel pipelines</p> <p>Attach detailed CV indicating number of projects completed and letters confirming employment.</p> <p><i>The City reserves the right to verify/confirm employment and qualification.</i></p>	5 projects 6 - 7 projects 8+ projects	1 3 5	2	10
	HIGHEST POSSIBLE SCORE				100
	<p>STAGE 4: PREFERENCE POINT SYSTEM</p> <p>The preferential point system 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> <ul style="list-style-type: none"> • 80 points for price • 20 points for specific goals 				

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender		
	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 BBEE certificate.
	EME and/ or QSE	2 Points	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE 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 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)
	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.

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
C.3.16	Registration of the award	<p>Add the following to the clause:</p> <p>Notice of non-acceptance of the tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Employer' Agent.</p>
C.3.17	Provide Copies of Contract	One signed copy of the contract shall be provided by the Employer to the successful Tenderer.

T1.3 CIDB 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 all their agents and employees 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, agents and advisors 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 or agents 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 agent

Each communication between the Employer and a tenderer shall be to or from the Employer's agent 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 Employer's agent 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. Option 2 is not applicable to this 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.2.1.3 Only those tenderers who can submit all mandatory requirements under Form RD.D.1 are eligible to submit a tender.

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 comply 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.

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's agent 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' agents 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.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

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' agents 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. Two envelope system is not applicable to this tender.

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.

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 because 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 is a 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.

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.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, signed and included in the tender)
MBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Form RD.B.1	
Valid B-BBEE Status Level of Contributor Certificate	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	
At least 51% Women owned companies and at least 51% owned companies by Youth	Form RD.B.5	
At least 51% owned companies by People with disability	Form RD.B.6	

RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
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	
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	
Commercial bank rating	RD.D.6	
Status of concern submitting tender	RD.C.7	
Classification of business	RD.C.8	
Letter of intent to provide a performance guarantee	RD.C.9	
Proof of municipal rates and taxes	RD.C.10	
Schedule of tenderer's experience	RD.C.11	
Key personnel	RD.C.12	
Curriculum vitae of key personnel	RD.C.13	
Proof of registration as Professional Contracts Manager in terms of the Project and Construction Management Professions Act, 2000	RD.C.14	
Proof of registration as Construction Health and Safety Officer in terms of the Project and Construction Management Professions Act, 2000	RD.C.15	
Labour - intensive construction competency requirements	RD.C.16	

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

Part 2: 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)
Record of addenda to tender documents	RD.D.1	
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:

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

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.

Part 2: Returnable Documents

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, principal 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, principal 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, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

YES	NO
-----	----

If yes, furnish particulars _____

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 its 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 its 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 its 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:		

Part 2: Returnable Documents

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 bids ³invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive 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.

FORM RD.A.5 CERTIFICATE OF AUTHORITY OF SIGNATORY

RESOLUTION of a 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:

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

Tender Number:	WSBU 13 2025/26
Tender Description:	Tender for the completion of works at the 10ML Klipgat concrete reservoir, bulk water pipeline, valve chambers for a period of Twelve(12) months

- *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

<p>Note:</p> <ol style="list-style-type: none"> *Delete which is not applicable. IMPORTANT: This resolution <u>must</u> be signed by all the directors/members/ partners of the tendering enterprise. Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page. 	<p>Enterprise stamp</p>
--	-------------------------

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.

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.1 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

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

Part 2: Returnable Documents

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)

Part 2: Returnable Documents

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.

Part T2: Returnable Documents

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.

FORM RD.B.2 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:

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

FORM RD.B.3 B-BBEE EXEMPTED MICRO ENTERPRISE – SWORN AFFIDAVIT

I, the undersigned

Full Name & Surname																		
Identity Number								-						-			-	

Hereby declare under oath as follow:

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	

3. I hereby declare under oath that:

- 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)	

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice
5. I know and understand the contents of the contents of this affidavit, and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 (twelve) month from the date signed by the commissioner.

Deponent Signature:	Date:
Commissioner of oaths (Signature and stamp)	

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 follows:

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 1)	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: _____

FORM RD.B.5 AT LEAST 51% WOMEN OWNED COMPANIES AND AT LEAST 51% OWNED COMPANIES BY YOUTH

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 of 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 and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership
Good (score 2)	Certified copy of Identity Document/s that proof that company is 51% owned by youth and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership

Part 2: Returnable Documents

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 and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership

(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.	
<u>Person authorized to sign the tender:</u>	
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.

Part 2: Returnable Documents

FORM RD.C.2 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION

1. The tenderer is required by law to prepare annual financial statements for auditing their audited annual financial statements:
- i) for the past three years; or
 - ii) Since the establishment if established during the past three years.

Indicate whether these have been included in the tender:

YES	NO
-----	----

2. Does the tenderer have any undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?

YES	NO
-----	----

If so, state particulars

3. Has any contracts been awarded to the tenderer by an organ of state during the past five years?

YES	NO
-----	----

If so, state particulars

4. Has there been any material non-compliance or dispute concerning the execution of such contract?

YES	NO
-----	----

If so, state particulars

5. Is any portion of the goods or services expected to be sourced from outside the Republic?

YES	NO
-----	----

If, so state what portion and whether any portion of payment from the municipality is expected to be transferred outside of the Republic.

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

Part 2: Returnable Documents

FORM RD.C.4 COMPLIANCE WITH OHSА (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 OHSА (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

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.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.)

<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>
--

Part 2: Returnable Documents

FORM RD.C.6 COMMERCIAL BANK RATING

Prospective bidders are to obtain the latest bank rating letter from the relevant bank and attach to this page. Failure to submit proof of the bank rating will result in the bidder being disqualified as this requirement is a mandatory requirement as provided for under Part T1 (refer to C2.1: Eligibility (mandatory requirements)).

Proof of a minimum Level C bank rating, as well as confirmation of raised capital of not less than R15 000 000 from the bidder's registered banking institution must be provided with the tender.

BANKER/INSURER:

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. _____

FORM RD.C.7 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	<input type="checkbox"/>
Private Company	<input type="checkbox"/>
Closed Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Sole Proprietary	<input type="checkbox"/>
Joint Venture / Consortium	<input type="checkbox"/>
Co-operative	<input type="checkbox"/>

(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.

Part 2: Returnable Documents

If the Tendering Entity is a:		Documentation to be submitted with the tender
6	<u>Co-operative</u>	CIPRO CR2 - Certified copies of Company registration document.
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.8 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

Part 2: Returnable Documents

FORM RD.C.9 LETTER OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

This form is an example of what will be used for the secondary procurement process.

It is hereby agreed that a Performance Guarantee to be drafted (be compliant with the City's approved SCM policy) will be provided by the Surety named below:

Name of Surety (Bank or Insurer) _____

Address: _____

Signed: _____

Name: _____

Capacity: _____

On behalf of Tenderer (name of tenderer) _____

Date: _____

CONFIRMED BY Surety's Authorised representative

Signature(s): _____

Name (print): _____

Capacity _____

On behalf of Surety (Bank or Insurer) _____

Date: _____

Note: Bidders are advised that a Form of Guarantee is required. An example format is provided on Part C1.3 for guidance. The guarantee shall be compliant with the City's Supply Chain Management (SCM) policy. Bidders must familiarise themselves with the policy, available on the City's website / upon request.

Contract No: WSBU 13 2025/26: Tender for the completion of works at the 10MI Kipgat concrete reservoir, bulk water pipeline, valve chambers for a period of Twelve (12) months

Part 2: Returnable Documents

FORM RD.C.10 PROOF OF MUNICIPAL RATES AND TAXES

Attach a valid copy of recent municipal Rates and Taxes statement not older than 90 days for the company as well as each Director of the Company to this page.

FORM RD.C.11 SCHEDULE OF TENDERER'S EXPERIENCE

The tendering company must have experience in line with the requirement under Part T1 (Mandatory and Functional requirements). **Attach appointment letter and completion certificate as proof.**

Refer to clause C.3.11 of Part T1: Evaluation of tender offers functional requirements.

Note:

ALL COMPLETED PROJECTS TO BE CONSIDERED				
	Employer, contact person and telephone number	Description of contract	Value of contract incl. VAT (Rand)	Date completed
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				

Part 2: Returnable Documents

FORM RD.C.12 KEY PERSONNEL

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

Refer to clause C.3.11 of Part T1: Evaluation of tender offers (mandatory requirements)

	NAME	PROFESSIONAL REGISTRATION CATEGORY AND OR QUALIFICATIONS	Number of years experience
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

(Attach additional pages if more space is required)

FORM RD.C.13 CURRICULUM VITAE OF KEY PERSONNEL

Note: This form should be completed for each key person listed in Form RD.C.12 (attach a comprehensive CV, and proof of Registration).

Should it happen that personnel of which the CV's were used for tendering purpose not be longer available at the stage the successful bidder is awarded a Work Package, these personnel will be replaced with someone equally qualified, experienced and registered to perform the work, and be subject to approval by the City. Refer to clause C.3.11 of Part T1: Evaluation of tender offers (mandatory requirements).

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:			
<p>I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience.</p>			
<p>_____</p> <p><i>(Signature of person named in schedule)</i></p>		<p>_____</p> <p>Date:</p>	

FORM RD.C.16 LABOUR-INTENSIVE CONSTRUCTION COMPETENCY REQUIREMENTS

Tenderers must complete the schedule below to demonstrate compliance with the **EPWP Labour-Intensive Construction Training Requirements**.

Failure to submit this schedule together with supporting proof of training **will result in the tender being declared non-responsive**.

SCHEDULE

Name of Person	Position on Project	Applicable Unit Standard	NQF Level	Training Provider	SETA Accreditation No

(Attach additional pages if more space is required.)

Note: Failure to comply with the mandatory requirements of keystaff will result in disqualification of your tender.

Note: Please ensure that a CV for all the key personnel entered in the table above is attached on submission of your tender document.

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 Tender:

FULL NAME (BLOCK LETTERS):

SIGNATURE:

DATE:

Part 2: Returnable Documents

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: _____

PORTION 2: CONTRACT

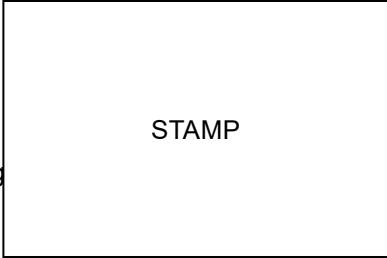
PART C1: AGREEMENTS AND CONTRACT DATA

CONTENTS

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C1.1 FORM OF OFFER AND ACCEPTANCE

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



CONTRACT NO: WSBU 13 2025/26

TENDER FOR THE COMPLETION OF WORKS AT THE 10ML KLIPGAT CONCRETE RESERVOIR, BULK WATER PIPELINE, VALVE CHAMBERS FOR A PERIOD OF TWELVE (12) MONTHS

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.

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

R (in figures)

..... (in words)

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.

NAME(s): (BLOCK LETTERS)	.....	
CAPACITY of authorized agents:	.....	
SIGNATURE(s) of authorized agents:	.....	
SIGNED at	..... on this	..... day of	.....
WITNESSES: (Full name – BLOCK LETTERS – and signature)			
1.	.....	.....	.....
2.	.....	.....	.....

Part C1: Agreements and Contract Data

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 T1 Tendering Procedures
- Part T2 Returnable Documents
- Part C1 Agreements and Contract Data, (which includes this Agreement)
- Part C2 Pricing Data
- Part C3 Scope of Work

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 Employer's agent (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(s): (BLOCK LETTERS)	.....	.....
CAPACITY of authorized agents:	.....	.....
SIGNATURE(s) of authorized agents:	.....	.....
SIGNED at	.....on this	..... day of
WITNESSE(s): (Full name – 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

Part C1: Agreements and Contract Data

Agreement.

FOR AND ON BEHALF OF THE **TENDERER:**

NAME(s): (in block letters)

CAPACITY of authorized agents:

SIGNATURE(s) of authorized agents:

SIGNED at on this day of

WITNESSES: (Full name – in block letters – and signature)

1.

2.

FOR AND ON BEHALF OF THE **EMPLOYER:**

NAME(s): (in block letters)

CAPACITY of authorized agents:

SIGNATURE(s) of authorized agents:

SIGNED at on this day of

WITNESSES: (Full name – in block letters – and signature)

1.

2.

Part C1: Agreements and Contract Data

CONFIRMATION OF RECEIPT

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

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. _____

C1.2.CONTRACT DATA

INDEX

Item	Description	Page No
C1.2.1	GENERAL CONDITIONS OF CONTRACT.....	C1.2-1
C1.2.2	VARIATIONS AND ADDITIONS TO THE GENERAL CONDITIONS OF CONTRACT (PARTICULAR CONDITIONS OF CONTRACT).....	C1.2-2
C1.2.3	APPENDIX TO TENDER (CONTRACT DATA COMPLETED BY THE EMPLOYER).....	C1.2-13
C1.2.4	APPENDIX TO TENDER (CONTRACT DATA PROVIDED BY THE CONTRACTOR).....	C1.2-17
	ANNEXURE A: EMPLOYERS INSURANCE POLICY	C1.2-19

Contract No: WSBU 13 2025/26: Tender the completion of works at the 10ML Klipgat concrete reservoir, bulk water pipeline, valve chambers for a period of Twelve (12) months

Part C1: Agreements and Contract Data

C.1.2.1 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)** of the South African Institution of Civil Engineering (SAICE), read together with the Variations and Additions to the Conditions of Contract 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 from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 and shall bear all expenses in this regard:

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	DESCRIPTION	VARIATION / ADDITION
1.1.1	Definitions	<p>Add the following new clause:</p> <p>1.1.1.35 <i>Construction Work Permit</i></p> <p><i>Construction Work Permit” means a statutory permit as defined in the Construction Regulations 2014.</i></p>
1.2.1	Delivery of notices	<p>Add the following to the clause:</p> <p>1.2.1.3 <i>Sent by facsimile, electronic or any like communication irrespective of time of transmission;</i></p> <p>1.2.1.4 <i>posted to the Contractor’s address, and delivered by the postal authorities; or</i></p> <p>1.2.1.5 <i>delivered by a courier service or messenger, and signed for by the recipient or his representative.</i></p>
1.2.3	Authority of representatives	<p>Add the following to the clause:</p> <p>1.2.3.1 <i>The Employer has authorised the Group Head: Water and Sanitation Business Unit 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></p> <p>1.2.3.1.2 <i>for which the Group Head: Water and Sanitation Business Unit has no authority and the Employer’s approval is required before execution thereof.</i></p>
2.4.1	Ambiguity or Discrepancy	<p>Delete the contents of the clause and insert the following:</p> <p><i>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence, listed from highest to lowest priority:</i></p> <p style="text-align: center;"> <i>a)Form of Offer and Acceptance b)Contract Data c)General Conditions of Contract d)Drawings e)Scope of Work f) Standard Specifications g)Bill of Quantities h)any other documents forming part of the Contract</i> </p> <p><i>Upon finding any ambiguity in, or discrepancy between, or otherwise any error in the documents, the Contractor shall forthwith advise the Employer’s Agent thereof before applying an interpretation in</i></p>

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		<p><i>accordance with the above priority. If, after applying the above priority, an ambiguity in, or discrepancy between, or otherwise any remaining error in the documents remains, the Employer's Agent shall provide the necessary clarification or instruction.</i></p>
3.2.3	Specific approval of the Employer required	<p>Replace clause 3.2.3 with the following:</p> <p><i>In addition to the functions or duties set out in the Contract Data under Data Provided By The Employer, the Employer's Agent is required to obtain the specific prior approval of the Employer for:</i></p> <p><i>3.2.3.1 certification of expenditure that exceeds the Contract Price in terms of Clause 1.1.1.10;</i></p> <p><i>3.2.3.2 issuing of an order to suspend the progress of the Works in terms of Clause 5.11.2, the extra cost resulting from which order is to be borne by the Employer or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions;</i></p> <p><i>3.2.3.3 issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R100 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11; or</i></p> <p><i>3.2.3.4 approval of any claim submitted by the Contractor in terms of Clause 10.1.</i></p>
4.3	Legal Provisions	<p>Add the following new sub-clause:</p> <p>1.3.3 Wages and conditions of work:</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 Bargaining Council for the Civil Engineering Industry Collective Agreement as published from time to time.</i></p> <p><i>ii. 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 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 C1.5.</p> <p>Add the following new sub-clause:</p>

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		<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>
		<p>Add the following new sub-clause:</p> <p>4.3.6 <i>Contractor's Designer</i></p> <p><i>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract</i></p>
		<p>Add the following new sub-clause:</p> <p>4.3.7 <i>Construction Work Permit</i></p> <p><i>Unless duly exempted or otherwise duly agreed with the Contractor, the Employer shall forthwith, where a Construction Work Permit in terms of Regulation 3(1) of the Construction Regulations 2014 is required to be obtained by the Employer without derogation from the Employer's duties, the Employer or his duly appointed Construction Health and Safety Agent in terms of Regulation 5(6) or otherwise, upon the Construction Work Permit becoming available, issue it to the Employer's Agent, who, in turn, shall forthwith issue it to the Contractor.</i></p> <p><i>Notwithstanding anything stipulated to the contrary in these Conditions, the Contractor shall not be entitled to any claim or extension of time arising from any delay in obtaining a Construction Work Permit which has been duly applied for, unless such delay exceeds 84 consecutive days.</i></p>
5.3.3	Time to instruct the commencement of the works	Replace both periods of "7 days" in Clause 5.3.3 with "14 days".
5.7.1	Rate of progress	Delete the last paragraph of the clause and replace with the following: <i>No instruction by the Employer's Agent to the Contractor to improve his rate of progress in this regard will qualify for additional compensation, unless the instruction explicitly states that the Contractor is entitled to additional compensation and cites the amount of such compensation or the basis upon which it is to be determined.</i>
5.9.2	Further drawings and instructions	Add the following to the clause: <i>All instructions shall be in writing</i>
5.12	Extension of time for Practical Completion	Add the following new sub-clause 5.12.5 <i>Critical path provision</i>

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		<p><i>A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.</i></p> <p>Add the following new sub-clause</p> <p>5.12.6 Extension of time due to abnormal rainfall</p> <p><i>Extension of time due to abnormal rainfall shall be determined by means of Method 1, if rainfall records and/or values derived from rainfall records are supplied in the Scope of Work, otherwise Method 2 shall apply.</i></p> <p><u>Method 1: Rainfall formula method</u></p> <p><i>The rainfall records and/or values derived from rainfall records from a suitable rainfall station near the Site, which are supplied in the Project Specifications, shall be considered suitable for the determination of extension of time due to abnormal rainfall in accordance with this method.</i></p> <p><i>Extension of time arising from abnormal rainfall, shall be calculated separately for each calendar month or part thereof for the full period of completion of the Contract, including any extension thereof, in accordance with the rainfall formula given below:</i></p> $V = (N_w - N_n) + \frac{(R_w - R_n)}{X}$ <p><i>If V is negative and its absolute value exceeds N_n, then V shall be equal to minus N_n.</i></p> <p><i>If V is positive and greater than the number of calendar days in the calendar month under consideration, V shall be taken as equal to the number of calendar days in the relevant calendar month.</i></p> <p><i>The symbols shall have the following meaning:</i></p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration</p> <p>N_w = Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.</p> <p>R_w = Actual rainfall in mm for the calendar month under consideration.</p> <p>N_n = Average number of days as derived from existing rainfall records, on which a rainfall of Y mm or more has been recorded for the calendar month. Rainfall records and/or the derived values of N_n will be provided in the Specifications.</p> <p>R_n = Average rainfall in mm for the calendar month, as derived from existing rainfall records. Rainfall records and/or the derived values of R_n will be provided in the Project Specifications.</p>
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		<p>$X = 20$ unless otherwise provided in the Project Specifications $Y = 10$ unless otherwise provided in the Project Specifications</p> <p>The total extension of time shall be the algebraic sum of the monthly totals for the period under consideration. However, if the grand total is negative the time for completion shall not be reduced on account of abnormal rainfall. Extension of time for parts of a month shall be calculated by pro rata values of N_n and R_n being used.</p> <p>The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm and wet conditions prevented or disrupted work.</p> $\frac{(R_w - R_n)}{X}$ <p>The factor X shall be considered to represent a fair allowance for variations from the allowance for variations from the average number of days when wet conditions further to that allowed for the factor $(N_w - N_n)$, prevented or disrupted work during the calendar month.</p> <p>Accurate rain gauging shall be taken at a suitable point on Site and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with.</p> <p>This formula does not take into account further on concurrent delays which could be caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (5.12.5 Critical Path Provision) hereof.</p> <p><u>Method 2: Expected delay method</u></p> <p>The Contractor shall make provision in his programme for the execution of the Works, for an expected delay of "n" normal working days (based on a working week of five normal working days) due to normal rainfall, for which he will not receive any extension of time.</p> <p>Unless otherwise provided in the Project Specifications, the value of "n" shall be taken as equal to the tendered time for completion of the Works in months, rounded off to an integer.</p> <p>Extension of time during normal working days will be granted to the degree to which actual delays as determined in accordance with Sub-Clause (5.12.5 Critical Path Provision) hereof, exceed the number of "n" normal working days.</p> <p>The value of "n" does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (5.12.5 Critical Path Provision) hereof.</p>
6.1	Payment to Contractor	<p>Add the following new sub-clause:</p> <p>6.1.2 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</p>

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		<p><i>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><i>6.1.3 The Contractor’s payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the Contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the employer. The Contractors invoices shall not be paid until all pending labour information has been submitted.</i></p> <p>Add the following new sub-clause</p> <p><i>6.1.4 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>
z8.6	Insurances	<p>Replace clause 8.6 with the following:</p> <p>8.6 Insurances</p> <p><i>8.6.1 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 Final Approval Certificate, the following insurances in the name of the Contractor (including all Subcontractors whether nominated or otherwise):</i></p> <p><i>8.6.1.1 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> <ol style="list-style-type: none"> <i>a. Whilst in transit including loading and unloading whilst temporarily stored at any premises and route to or from the Contract Site within the Territorial Limits;</i> <i>b. 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> <i>c. 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> <i>d. Removal of debris;</i> <i>e. Surrounding property</i> <i>f. Work away;</i> <i>g. Off-site storage</i> <i>h. Temporary repairs;</i> <i>i. Contribution clause – marine;</i>

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		<p>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</p> <p>8.6.1.2 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:</p> <p>a. Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Subcontractor);</p> <p>b. 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).</p> <p>8.6.2 Insurance premium payable</p> <p>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 Capital Budget per financial year and the insurance premium will be charged out to the relevant departments by the Section: Insurance and Risk Management.</p> <p>8.6.3 Additional insurance by the Employer</p> <p>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.</p> <p>8.6.4 Additional insurance by the Contractor / Subcontractor</p> <p>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.</p> <p>8.6.5 Contractor satisfied with insurance</p> <p>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.</p> <p>8.6.6 Contractor to observe conditions</p>
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		<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> <p>8.6.7 Contractor to insure</p> <p><i>The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Final Approval Certificate, the 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 Employer's Agent, 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> <ol 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>8.6.8 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.</p> <p>8.6.9 Reporting of incidents</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 Employer's Agent will adhere to the following procedures:</i></p>
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		<p>a. <i>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></p> <p>b. <i>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 Employer's Agent 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></p> <p>c. <i>The following documentation must be included with the claim documentation:</i></p> <p>- <i>Photos of damages caused or suffered as proof or substantiation of the claims.</i></p> <p>d. <i>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.</i></p> <p>e. <i>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.</i></p> <p>8.6.10 Reporting of catastrophic incidents</p> <p><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>a. <i>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 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.</i></p> <p>b. <i>The Employer's Agent must notify the Section: Insurance and Risk Management on the same day that the Contractor/Sub-contractor has notified the Employer's Agent of the incident.</i></p> <p>c. <i>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</i></p>
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		<p><i>Agent, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</i></p> <p>d. <i>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 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.</i></p> <p>8.6.11 Reporting of crime related incidents</p> <p><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>8.6.12 Claim documentation</p> <p><i>The Employer's Agent must obtain all relevant information from the Contractor/Sub-contractor and complete the Contractor Claim Form, included in 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> <p>8.6.13 Authorization of claim forms</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 Divisional Head 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> <p>8.6.14 Contractor to pay deductibles</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</i></p>
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		<p><i>(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> <p>8.6.15 Settlement of claims</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 <u>shall 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>
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C1.2.3 DATA PROVIDED BY THE EMPLOYER

CLAUSE/OPTION		DATA																					
1.1.1.1 3	The Defects Liability period is:	12 (twelve) months from the date of the Certificate of Completion.																					
1.1.1.1 4	The time for achieving Practical Completion is:	12 months from commencement of the works																					
1.1.1.1 5	The name of the Employer is:	City of Tshwane																					
1.1.1.2 6	The Pricing Strategy is:	Re-measurement Contract																					
1.2.1.2	The address of the Employer is:	Physical Address:	126 Sisulu Street, Pretoria Central, Pretoria, 0002																				
		Postal Address:	P.O. Box 1022 Pretoria 0001																				
		E-Mail Address:	elwanir@tshwane.gov.za																				
1.1.1.1 6	The name of the Employer's Agent is:	GESMAT Consulting Engineers																					
1.2.1.2	The address of the Employer's Agent is:	Physical Address:	41 Windmill, Mooikloof Ridge Estate, 0081																				
		Postal Address:	41 Windmill, Mooikloof Ridge Estate, 0081																				
		E-Mail Address:	phaswanaf@icloud.com																				
3.1.3		<ul style="list-style-type: none"> • The Employer's Agent 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 border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th>CLAUSE</th> <th>DUTY/FUNCTION</th> </tr> </thead> <tbody> <tr> <td>3.2.4</td> <td>Authorization to Employer's Agent Representative or any other person</td> </tr> <tr> <td>3.3.1</td> <td>Nomination of person as Employer's Agent 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 weekends, 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> </tbody> </table>		CLAUSE	DUTY/FUNCTION	3.2.4	Authorization to Employer's Agent Representative or any other person	3.3.1	Nomination of person as Employer's Agent 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 weekends, 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
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		5.13.2	Reduction of penalty for delay per allocated work package
		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
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 Workman's Compensation Act (Act no 30 of 1941) as amended in 1993, 2002 have been paid (Refer to Cause 4.3.2) • A certified copy of Unemployment Insurance Certificate, Act of 1996 (Refer to Clause 4.3.2) or proof of registration • Valid Letter of Good Standing (i.e., COIDA, Department of Labour or any other accredited Institutions)
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:		0.05% of the contract amount of the works with a minimum of R5 000 per working day.
5.16.3	The latent defect period is:		10 (ten) Year
6.2.1	Type of security for due performance:		<ul style="list-style-type: none"> • Guarantee from registered financial institution • Bidders are advised that a Form of Guarantee is required. An example format is provided on Part C1.3 for guidance. The guarantee shall be compliant with the City's Supply Chain Management (SCM) policy. Bidders must familiarise themselves with the policy, available on the City's website / upon request.
	Liability of performance guarantee		The liability of the guarantee shall be for 10 (ten) % of the Contract Sum, excluding contingencies and VAT.
6.2.2	Retention money guarantee		Not permitted.
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:

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		<p>“L” is the “Labour Index” and shall be Gauteng, under CPI as published by Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be Plant and equipment, under Mining and construction plant and equipment price index as published by Statistics South Africa.</p> <p>“M” is the “Material Index” and shall be Civil Engineering – total, under Civil engineering material price indices as published by Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be Diesel, under PPI as published by Statistics South Africa.</p> <table border="1"> <thead> <tr> <th>Coefficient</th> <th>Description</th> <th>Value</th> </tr> </thead> <tbody> <tr> <td>x</td> <td>Portion not subject to adjustment</td> <td>0.10</td> </tr> <tr> <td>a</td> <td>Labour</td> <td>0.20</td> </tr> <tr> <td>b</td> <td>Civil Engineering Plant</td> <td>0.35</td> </tr> <tr> <td>c</td> <td>Civil Engineering Materials</td> <td>0.30</td> </tr> <tr> <td>d</td> <td>Fuel</td> <td>0.15</td> </tr> </tbody> </table> <p>(Coefficients a, b, c and d must sum to one)</p> <ul style="list-style-type: none"> The urban area nearest the Site is Tshwane, Region 1. The base month is <u>the month prior to the closing of the tender.</u> 	Coefficient	Description	Value	x	Portion not subject to adjustment	0.10	a	Labour	0.20	b	Civil Engineering Plant	0.35	c	Civil Engineering Materials	0.30	d	Fuel	0.15
Coefficient	Description	Value																		
x	Portion not subject to adjustment	0.10																		
a	Labour	0.20																		
b	Civil Engineering Plant	0.35																		
c	Civil Engineering Materials	0.30																		
d	Fuel	0.15																		
6.8.3	Price adjustment for variations in the cost of special materials	Not allowed																		
6.10.1.5	The percentage on materials not yet built into the Permanent Works is:	80% (Eighty percent)																		
6.10.3	Percentage retention is:	10% (ten percent) of Contract Sum, excluding contingencies and VAT																		
	The limit of retention money is:	5% (five percent) of Contract Sum, excluding contingencies and VAT.																		
8.6	Insurance of the Works and Public Liability Insurance	<p>The Employer shall arrange this 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) Mrs Ronett Marlow-Reid (Tel: 012 358 1131) (ronetm@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																		

Contract No: WSBU 13 2025/26: Tender the completion of works at the 10ML Klipgat concrete reservoir, bulk water pipeline, valve chambers for a period of Twelve (12) months

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	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

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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:	<ul style="list-style-type: none"> • Physical Address: 	
		<ul style="list-style-type: none"> • Postal Address: 	
		<ul style="list-style-type: none"> • Facsimile: 	
		<ul style="list-style-type: none"> • E-Mail Address: 	
6.2.1	The security to be provided by the Contractor shall be	Performance guarantee <i>(10% (ten percent) of the Contract Sum, excluding contingencies ad VAT).</i>	

ANNEXURE A

EMPLOYER'S INSURANCE POLICY

THE ANNUAL INSURANCE RENEWAL TERMS OF THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY INSURANCE PORTFOLIO REGARDING THE IMPLEMENTATION OF CONTRACT WORKS DECLARATION AND CLAIMS REPORTING PROCEDURES

- 1. DECLARATION OF CONTRACT WORKS WITHIN THE MAXIMUM ANY ONE CONTRACT VALUE OF R50-MILLION EACH (EXCLUDING VAT) AND THE ESTIMATED CONTRACT PERIOD AT COMMENCEMENT OF THE CONTRACT NOT EXCEEDING 24 MONTHS AS STIPULATED IN THE PRINCIPAL CONTROLLED CONTRACTORS ALL RISK POLICY**
- 1.1 All Contract Works within the maximum any one contract value of R50-million each (excluding VAT) must be declared to the Department Finance, Section: Insurance and Risk Management, 30 (thirty) calendar days before the contractor may commence with site establishment and with the physical work thereafter.
- 1.2 The Contract Works must be declared on the Contract Declaration Form that is available at Tshwane or the internet and a copy of the Letter of Appointment issued to the Contractor must be attached to the completed Contract Declaration Form. The Project Manager and Contractor must sign off the completed Contract Declaration Form included and excluded.
- 1.3 The Principal Controlled Contractors All Risk Policy is arranged on the basis that the Principal (the Council) and not the contractor awarded the contract arranges Insurance where Principal controlled insurance is adopted.
- 1.4 The following Perils are covered under the Principal Controlled Contractors All Risk Policy:
 - Contract Works
Storm, Earthquake, Flood, Fire, Lightning, Theft, etc.
 - Public Liability
Loss or damage to third party property or injury or death to third parties.
 - Defects Contingency
Cost necessary to replace or repair or rectify any component or individual item of the property which is defective in design plan specification materials or workmanship.
- 1.5 The following occurrences are not covered under the Principal Controlled Contractors All Risk Policy:
 - Deliberate damage.
 - Defective workmanship and/or material.
 - Productivity – extended contract periods and costs.
 - Underpinning (contract must be declared separately)
 - Any wet risks (contract must be declared separately).
 - Specific contracts involved bridges, over water courses, tunnels, viaducts and dams (contract must be declared).
- 1.6 The extension of the contract period must be declared 30 (thirty) calendar days before the extension of the contract period commences to the Section: Insurance and Risk Management
- 1.7 The following deductibles will apply should a loss or damage incident occur:
 - Contract Works
R5 000-00 each and every occurrence
 - Own Surrounding Property
R5 000-00 each and every occurrence
 - Testing
R5 000-00 each and every occurrence
 - Liability
R5 000-00 each and every occurrence
 - Defects Contingency

R25 000-00 each and every occurrence

2. DECLARATION OF CONTRACT WORKS EXCEEDING THE MAXIMUM ANY ONE CONTRACT VALUE OF R50-MILLION EACH (EXCLUDING VAT) AND FALLING OUTSIDE THE SCOPE OF WORK AND/OR 36 MONTH CONTRACT PERIOD AS STIPULATED IN THE SEPARATELY ARRANGED PRINCIPAL CONTROLLED CONTRACTORS ALL RISK POLICIES

The infrastructure contract types must be declared as per the declaration procedure irrespective of the value of the contract.

- 2.1 All Contract Works exceeding the maximum any one contract value of R50-million each (excluding VAT) must be declared to the Department Finance, Section: Insurance and Risk Management, 30 (thirty) calendar days before the contractor may commence with site establishment and with the physical work thereafter.
- 2.2 The following information must be provided in a formal letter and the relevant Strategic Executive Officer or Head of the Department must sign the letter:
- Contract Number;
 - Contract Title;
 - Contractor(s) including sub-contractors awarded to;
 - Budgeted Tender Price (inclusive of VAT and contingencies);
 - Value of free issue material;
 - Anticipated contract period until final handover;
 - Construction contract or Maintenance contract;
 - Maintenance period of the contract;
 - Testing period;
 - If lateral support actions will be under taken, details thereof;
 - Details of City of Tshwane and third party surrounding property.
- 2.3 The following documentation must be attached to the letter:
- (i) Full tender documentation plan and specifications as completed by the tenderer and submitted by the Project Manager;
 - (ii) Bill of quantities;
 - (iii) Work plan schedules;
 - (iv) If blasting is applicable, certificate of blasting and method of blasting;
 - (v) Information regarding the security at premises e.g. fencing, security guards, central stores where high valued items are stored etc;
 - (vi) In the case of open trenches: average depth and average open length;
 - (vii) In the case of road works: exposed base works – length at any one time; and/or
 - (viii) When applicable Geo technical reports for each site and or civil works involving dolomite.
- 2.4 All Contract Works that are not declared before the commencement dates of the contracts are not insured until all the above documentation has been submitted to the Section: Insurance and Risk Management and the quotation issued by the Insurer have been accepted by the relevant department.
- 2.5 All Contract Works exceeding the maximum any one contract value of R50-million (excluding VAT) each must be declared and insured separately and quotations with deductible structures to be

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obtained by the Insurance Broker from 3 (three) Insurers and the recommended quotation with the deductible structure to be approved by the relevant Strategic Executive Officer or Head of department prior to inception of insurance cover.

- 2.6 The Project Manager must ensure that the quotation and conditions of the insurance policy recommended by the Employers' insurance broker be signed by the Contractor/Sub-contractor, Project Manager and the Strategic Executive Officer within 5 (five) days after the quotations were submitted by the Section: Insurance and Risk Management to the Project Manager and the signed documentation must be returned to the Section: Insurance and Risk Management within 2 (days).

3. CONTRACT WORKS CLAIMS REPORTING PROCEDURES

3.1 REPORTING OF INCIDENTS

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/Sub-contractors and Project Manager will adhere to the following procedures:

- 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 Project Manager of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.
- b) The Project Manager 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, 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.
- c) The following documentation must be included with the claim documentation:
 - Photos of damages caused or suffered as proof or substantiation of the claims.
- 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.
- d) 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 Project Manager, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.

3.2 REPORTING OF CATASTROPHIC INCIDENTS

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 Project Manager will adhere to the following procedures:

- 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 Project Manager of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.
- b) The Project Manager 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.

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- 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 Project Manager, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.
- d) The Project Manager 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.

3.3 REPORTING OF CRIME RELATED INCIDENTS

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.

3.4 CLAIM DOCUMENTATION

The Project Manager must obtain all relevant information from the Contractor/Sub-contractor and complete the Contractor Claim Form. The project number must be stated on the Contractor Claim Form.

The Project Manager must submit with the Contractor Claim Form a detailed cost sheet indicating the estimate of the loss or damage.

Any misrepresentation, mis-description or non-disclosure of material facts, at the option of the insurers, can result in claims submitted being declared null and void.

3.5 CONTRACTOR TO PAY DEDUCTIBLES

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.

3.6 SETTLEMENT OF CLAIMS

The Contractor shall negotiate 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. The Contractor will also sign the Agreement of Loss document issued by the Insurer in order to settle the claims.

Should action for the settlement of any such claim to the satisfaction of the Project Manager 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.

The foregoing provisions of this Sub-Clause shall apply *mutatis mutandis* to any such claim received by the Contractor directly.

It is distinctly understood that should the Employer or the Employer's insurer not settle any such claim at the earliest opportunity, it shall in no way prejudice the Employer or the Employer's insurer's rights to recover from the Contractor nor shall the Contractor raise any such defence against the Employer or the Employer's insurer.

Any moneys which become payable as a result of a claim under the insurance effected by the Employer shall be paid to the Employer after deduction of the deductible amount (first amount payable or Excess), who shall pay such amount to the Contractor or to the party rectifying, repairing or reinstalling or who has suffered the loss or damage, but this shall in no way affect the Contractor's obligations in terms of the Contract.

4. INSURANCE RELATING TO INSTALLATION, CONSTRUCTION, MAINTENANCE OR ENGINEERING CONTRACT WORKS

4.1 Employer to Insure

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):

1. 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:
 - a) 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.
 - a) 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.
 - b) 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.
 - c) Removal of debris;
 - d) Surrounding property;
 - e) Work Away;
 - f) Off Site Storage;
 - g) Temporary repairs;
 - h) Contribution Clause – Marine;
 - i) Escalation during Contract Period;
 - j) Post Loss Escalation;
 - k) Automatic Reinstatement;
 - l) Principals Maintenance;
 - m) Property taken over;
 - n) Beneficial Occupation;
 - o) Escalation due to Currency fluctuation;
 - p) Manufacturers Guarantees
2. 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:

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- a) Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Sub-contractor). It remains the responsibility of the Contractor/Sub-contractor to mitigate the risk of employees sustaining injuries or contracting occupational diseases during lunch times and after working hours at their workplace on the project site as stipulated in Section 22 of the COIDA Act;
- b) 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).

4.2 Insurance Premium payable

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 Capital Budget per financial year and the insurance premium will be debited out to the relevant departments by the Section: Insurance and Risk Management.

4.3 Additional insurance by the Employer

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 1 of this Clause.

4.4 Additional insurance by Contractor/Sub-contractor

The Contractor and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the Contractor/Sub-contractor 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/Sub-contractor.

4.5 Contractor satisfied with insurance

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.

4.6 Contractor to observe conditions

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.

4.7 Contractor to Insure

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 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:

- 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.
- 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.
- 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

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value thereof.

- 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.
- e) Proof must also be submitted that the Contractor complies with the conditions of the following legislation:
 - Compensation for Occupational Injuries and Diseases, 1993.
 - Unemployment Insurance Act, 1996.
 - The Contractor shall in respect of the Site of the contract works appoint in writing a competent person to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended.

4.8 The Project Manager involved must furnish the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management.

5. CONTRACTOR TO INSURE

The Contractor shall insure against professional negligence, errors and omissions under a Professional Indemnity policy for at least R10-million per claim and the number of claims unlimited.

The Project Manager involved must furnish the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management.

The Contractor must provide proof of such insurance to the Project Manager within 14 (fourteen) days after the notification of acceptance of the tender. Should the renewal of an existing policy fall within the period prior to the Defects Certificate being issued, a letter of confirmation from the insurance company that such a policy will be renewed and that all premiums have been paid must be attached and the copy of the renewed policy be submitted within 2 (two) months of renewal to the Project Manager.

C1.3 FORM OF GUARANTEE

WHEREAS

THE CITY OF TSHWANE

(hereinafter referred to as the "Council"),

enters into a Contract (No.) with

.....
(hereinafter referred to as the "Contractor")

for

AND WHEREAS in terms of Clause 4.2 of the General Conditions of the Contract the Contractor, the Contractor is required to furnish an acceptable performance security for the due and proper fulfilment by him of all his duties and obligations in terms of the said contract.

NOW THEREFORE we the undersigned

..... [full names of authorized agent(s)]

and acting in my/our capacity as

and

and as such duly authorized thereto, do hereby bind the said

(hereinafter referred to as the "Guarantor") as surety and co-principal Debtor in *solidum* for the sum of:-

R (.....

.....)

for the due and proper fulfilment by the Contractor of all or any of his duties and obligations in terms of the said Contract. This guarantee shall not be interpreted as accessory to the contract between Council and the Contractor.

The Guarantor further undertakes, in the event of the Contractor failing duly and properly to fulfil any of his duties and obligations in terms of the said Contract or if the Contractor is placed under provisional liquidation or in the event of termination of the Contract by the Council in terms of the General Conditions of Contract, to pay to the Council, the said sum of R..... (.....

.....)

or such portion thereof as may be required by the Council, immediately upon receiving written demand from the Council which written demand shall be addressed to the Guarantor at
(*domicilium* address).

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The Guarantor further hereby renounces the benefits of the legal exceptions:

- Exceptio non numerate pecuniae***
- Exception non causa debiti***
- Beneficium duobus vel pluribus reis debendi***
- Beneficium ordinis deu excussionis***
- Beneficium Divisionis***

and all other defence which could be pleaded against the validity of this guarantee, with the meaning and effect of which it declares itself to be fully acquainted.

This undertaking shall remain in full force and effect up to and including the date of issue of the Performance Certificate, as provided for in the General Conditions of Contract, unless the Guarantor is advised in writing by the Council of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated. Notwithstanding the aforesaid, the Council may at its' sole discretion elect to have the amount provided for under this guarantee, paid out directly to it in the case of breach of contract by the Contractor by giving the Guarantor written notice to that effect, notwithstanding the fact that the Council may decide not to institute any further legal action against the contractor.

This document is not negotiable or transferable.

NAME(s): (BLOCK LETTERS)	.....	.....
CAPACITY of authorized agents:	.....	.....
SIGNATURE(s) of authorized agents:	.....	.....
SIGNED at	.....	on this day of
WITNESSE(s): (Full name – in block letters – and signature)		
1.	.....	.....
2.	.....	.....

ANNEXURE B

LIST OF INSTITUTIONS FOR ACCEPTED GUARANTEES ARE NOT LIMITED TO THE FOLLOWING

1. ABSA Bank
2. CAPITEC Bank
3. Credit Agricole Indosuez (South Africa Branch)
4. Development Bank of South Africa
5. FirstRand Bank
6. ING Bank N.V. (South Africa Branch)
7. Investec Bank
8. Landbank
9. National Housing Finance Co.
10. Nedcor Bank
11. South African Reserve Bank
12. Standard Bank
13. AIG South Africa
14. Credit Guarantee Insurance Co
15. Emerald Insurance Company
16. Federated Employers Mutual Assurance Co
17. Global Insurance Company
18. Guardrisk Insurance Company
19. Hannover Re:
20. Home Loan Guarantee Company
21. Lion of Africa Insurance Company
22. Metropolitan Life
23. Metropolitan Odyssey Ltd
24. MUA Insurance
25. Mutual & Federal Insurance Company
26. Rand Mutual Assurance Company
27. Regent Insurance Company
28. SA Eagle Insurance Company
29. Lombard Insurance

C1.4 HEALTH AND SAFETY AGREEMENT

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL SAFETY ACT, 1993 BETWEEN

THE 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

..... Contract number

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,

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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 EMPLOYER:

NAME(s): (BLOCK LETTERS)

CAPACITY of authorized agents:

SIGNATURE(s) of authorized agents:.....

SIGNED at on this day of

WITNESSES: (Full name – in block letters – and signature)

1.....

2.....

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME(s): (BLOCK LETTERS)

CAPACITY of authorized agents:

SIGNATURE(s) of authorized agents:.....

SIGNED at on this day of

WITNESSES: (Full name – in block letters – and signature)

1.....

2.....

C1.5 CONSTRUCTION PERMIT

APPLICATION FOR A PERMIT TO DEPARTMENT OF LABOUR TO DO CONSTRUCTION WORK

Annexure 1

Occupational Health and Safety Act, 1993 (Regulation 3(2) of the Construction Regulations, 2014)

APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK

This application must be submitted with the following documents:

- a) Health and Safety specification
- b) Health and Safety plan
- c) Baseline risk assessment.

1.	Name, postal address and telephone numbers of the client	
2.	Details of the agent	
	(a) Title, Surname and initials:	
	(b) Identity number / Passport number:	
	(c) Registration number with SACPCMP:	
	(d) Office Tel. Number and/or Mobile number:	
	(e) Postal address:	
3.	Name, postal address and telephone numbers of the principal contractor	
4.	Name, postal address and telephone numbers of the designer of the project	

Part C1: Agreements and Contract Data

5.	Name, Postal address and telephone numbers of the following persons	
	(a)	Construction Manager:
	(b)	Construction Health and Safety Officer
	(c)	Construction Health and Safety Officer
6.	Exact physical address of the construction and site office	
7.	Nature of construction work	
8.	Expected commencement date	
9.	Expected completion date	
10.	Estimated maximum number of persons on the construction site:	
11.	Planned number of contractors on the construction site accountable to the principal contractor:	
12	Names(s) of contractors appointed	

Part C1: Agreements and Contract Data

18.	Signature of Client / Client's Agent				
19.	Signature of the Principal Contractor				
FOR OFFICE USE ONLY					
Authorization / Unique No.		LABOUR CENTRE		OFFICE APPROVAL STAMP	
13.	Date of application:				
14.	Submitted documents prescribed in Construction Regulation 5(4). (Please tick v)				
	CR 5(1)(a)		CR 5(1)(b)		CR 5(1); (C-S)
15.	Result of the application. (Please tick v)	Approved		Declined	
16.	Reason for declining the application				
17	Signature of the Supervisor:				
18	Signature of revoking officer / inspector:				

C1.6 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 arisen¹ between the Parties under a Contract dated _____

and _____ known _____ as

and these disputes or differences shall be/have been² 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.

¹ Delete as necessary

² Delete as necessary

Part C1: Agreements and 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.

6

SIGNED by:

SIGNED by:

SIGNED by:

Name:

Name:

Name:

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

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

the Adjudicator in the presence of

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	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
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 ³ 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.

³ Delete as necessary

Part C1: Agreements and Contract Data

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.
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PRICING DATA

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Section	Description	Page No
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C2.2	PRICING SCHEDULE	C2.2-1
C2.3	SUMMARY OF SCHEDULES	C2.3-1

C2.1 PRICING INSTRUCTIONS

1. General

- 1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Bill of Quantities. The Schedule has to be completed in black ink and the tenderer is referred to the Tender Data in regard to the correction of errors.
- 1.2 The Bill of Quantities 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.
- 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.
- Sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications and the Drawings (if applicable), but the quantity of work of which is not measured in any units.
- 1.4 Reference shall be made to the General Conditions of Contract regarding Provisional and Prime Costs Sums.

2. Pay Items

- 2.1 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 for all civil works, subject to the variations and amendments contained in section C3.4.3.
- 2.2 Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Specifications. The measurement and payment clause in the 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 in the Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Specification or Scope of Work, as applicable, shall prevail.
- 2.3 The item numbers appearing in the Bill of Quantities refer to the corresponding item number in the 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 Specifications.

Part C2: Pricing Data

- 2.4 Payment for items which are designated to be constructed labour-intensive (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
- 2.8 The quantities set out in the Bill of Quantities are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer 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.
- 2.9 The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m ²	=	square metre	no.	=	number
m ² .pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ .km	=	cubic metre-kilometre	PC sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	Per cent
MPa	=	megaspascal	kW	=	kilowatt
PS	=	Pipe Special number	V	=	Valve number

3. Rates

- 3.1 The prices and rates to be inserted in the Bill of Quantities are to be full inclusive prices for the work described under such 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 Bill of Quantities, 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 Bill of Quantities 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.

Part C2: Pricing Data

- 3.3 The Tenderer shall fill in a rate against all items.
- 3.4 The Tenderer shall not group together a number of items and tender one rate for such group of items.
- 3.5 All rates and sums of money quoted in the Bill of Quantities shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 3.6 All prices and rates entered in the Bill of Quantities must be excluding VAT. VAT will be added last on the summary page of the Bill of Quantities.
- 3.7 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 3.7.1 Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents and no specific payment item has been included for this, all associated costs shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Bill of Quantities, and separate additional payments will not be made.

4. LABOUR-INTENSIVE CONSTRUCTION

- 4.1 Those parts of the contract to be constructed using labour-intensive methods have been marked in the schedule of quantities with the letters LIC. The works, or parts of the works so designated are to be constructed using labour-intensive methods only in accordance with the *Guidelines for the implementation of Labour-Intensive Infrastructure Projects under the Extended Public Works Programme (EPWP)* included under section C3.7.1 in volume 1.

The items marked LIC are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification included under section C3.7.1 of volume 1.

- 4.2 Payments for items which are designated to be constructed labour-intensively will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

5. PIPE SCHEDULE

- 5.1 Pipes, fittings and specials are scheduled separately in the Pipe Schedules for each Section. The individual Pipe Schedule totals have to be carried forward to the relevant item in each Section.

- 5.2 The following abbreviations are used in the Pipe Schedule:

dia	- diameter	uPVC	- Unplasticised Polyvinyl Chloride
mat	- material	MS	- Mild Steel
SS	- Stainless Steel	AS	- As Specified
c to f	- centre to face	GMS	- Galvanised Mild Steel
d.f	- double flanged	o.a	- overall
p.f	- puddle flange	CI	- Cast Iron
NB	- Nominal Bore	w.t	- wall thickness

Part C2: Pricing Data

- 5.3 Applicable general material and corrosion protection specifications for the Pipe Schedule Items are (unless otherwise specified):
- (a) All mild steel pipes and fittings shall be treated with a polyamide-cured epoxy system similar and equal to Carboline 891 externally and internally as specified in Particular Specification PLQ to a dry film thickness of at least 300 micron.
 - (b) Mild steel pipes shall comply with the requirements of Particular Specification PLN and SANS 719 Grade A pipes.
 - (c) All bolts, nuts and washers shall be manufactured from stainless steel grade 304 (A4-70 minimum) for ALL applications including above ground, below water level, and below ground installations. Grade 304 stainless steel provides superior corrosion resistance in all soil and water conditions and prevents bi-metallic corrosion issues. Allowance shall be made for two washers (stainless steel grade 304) under each bolt and nut.
 - (d) All rates shall be consistent for similar items of the same material and diameter. Where amendments are ordered, new rates shall be calculated by direct interpolation between the tender rates for the nearest two similar items. Only when amended or new items fall outside the range of similar items for which rates have been tendered, will new rates be negotiated.
 - (e) Unless otherwise stated, the dimensions and drilling of flanges shall comply with the requirements of SANS 1123, Table 16 for pipes with a diameter of 150 mm and smaller and Table 10 for diameters exceeding 150 mm.
 - (f)
- 5.4 No pipes, fittings or specials shall be ordered unless authorised by the engineer in writing.

CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the Tenderer in the Bill of Quantities, 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.

Contract No: WSBU 13 2025/26: Tender for the completion of works at the 10MI Klipgat concrete reservoir, bulk water pipeline, valve chambers for a period of Twelve (12) months

Part C2: Pricing Data

ITEM	LI / SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SERIES 0 : GENERAL				
		SECTION 001 : GENERAL REQUIREMENTS AND CHARGES				
00 1.01		Preliminary and General charges:				
001.01.01		Fixed charges	Sum	1		
001.01.02		Time-related charges	Month	12		
001.04		Compliance with the Occupational Health and Safety Act and applicable regulations				
001.04.01		Compilation of a Health and Safety Plan	Sum	1		
001.04.02		Provision of a Health and Safety file	Sum	1		
001.04.03		Provision of construction supervisors	Month	12		
001.04.04		Provision of a full-time Safety Officer	Month	12		
001.04.05		Health and Safety Training	Sum	1		
B001.05		Community Liaison Officer (Refer to Section C3.4: Construction (Specification) Clause C3.4.7.4)	Month	12	R16,905.00	R202,860.00
B001.05.01		Contractor's mark up on item B001.05 (limit to maximum of 10%)	%		R169,050.00	
B001.06		Targeted labourers	Prov Sum	1	200,000.00	200,000.00

TOTAL CARRIED TO SUMMARY

Signature of person authorised to sign the tender:		Date:
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ITEM	LI / SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
002		SERIES 0 : GENERAL				
		SECTION 002 : ENGINEERS'S ACCOMMODATION				
		Services:				
002.01.01		Services for offices and laboratories	Sum	1		
002.01.02		Services for cooking and ablution facilities on Site for the Engineer's Site staff	Sum	1		
002.02	LI	Treatment and maintenance of areas surrounding offices and laboratories	Sum	1		
002.03		Office and laboratory accommodation	Sum	1		
002.04		Provision of survey equipment and assistants	Sum	1		
002.05		Project name boards (see detail attached)	No	1		
TOTAL CARRIED TO SUMMARY						
Signature of person authorised to sign the tender:				Date:		

ITEM	LI / SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
101		SERIES 1 : ANCILLARY WORK				
		SECTION 101 : SITE CLEARING AND GRUBBING				
101.01		Clearing and grubbing:				
101.01.01	SC	Areas (Reservoir site)	m ²	60		
101.01.02	SC	Strips (4 m wide on pipeline route north of reservoir)	m	36		
101.04		Re-clearing areas (only on the written instructions of the Engineer)				
101.04.01	SC	Strips (4 m wide on pipeline route)	m	60		
101.04.02	SC	Areas not classified as strips (roads and parking)	m ²	30		
101.05		Removal and disposal of specific elements				
101.05.01	SC	Concrete kerbing / kerbing combination	m	5		
101.05.02	SC	Concrete or brick elements (reinforced or unreinforced)	m ³	12		
101.05.02.01	SC	Foundations and floor slabs of building / valve boxes	m ³	10		
101.05.02.02	SC	Walls of building / valve boxes	m ³	10		
TOTAL CARRIED TO SUMMARY						
Signature of person authorised to sign the tender:				Date:		

ITEM	LI / SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
105		SERIES 1 : ANCILLARY WORK				
		SECTION 105 : FENCING				
105.01	SC	Supply and erection of new fencing material				
105.01.09		Fencing to match existing(See drawing No.2410141-CV-004)	m	145		
105.01.10		Remove existing sections and replace with new sections to match, sections are not continuous	m	12		
105.02	SC	New gates				
105.02.02.01		Sliding gate, 6 metres wide, to suit existing fence, gms gate with corrosion protection of steel work (See drawing No.2410141-CV-004)	No	1		
105.05	SC	The drilling and blasting of holes for posts and anchors	No	50		
TOTAL CARRIED TO SUMMARY						
Signature of person authorised to sign the tender:						
Date:						

ITEM	LI / SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B108		SECTION 108 : REMOVAL OF VANDALISED ITEMS				
B108.01		Vandalized 600mm Bulk Meter	no.	1		
B108.02		Vandalized 400mm diameter Butterfly Valve	no.	2		
B108.03		Vandalized 600mm diameter Butterfly Valve	no.	1		
B108.04		Damaged Concrete Cover slabs	no.	8		
TOTAL CARRIED TO SUMMARY						
Signature of person authorised to sign the tender:				Date:		

ITEM	LI / SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SERIES 2 : EARTHWORKS				
202		SECTION 202 : TRENCHING				
202.01		Trench excavations				
202.01.02		Over 1,0 m and up to 2,0 m wide				
202.01.02.01		Up to 2,0 m deep	m ³	80		
202.02		Extra over item 202.01 for excavating in				
202.02.01		Intermediate material	m ³	20		
202.02.02		Hard material	m ³	60		
202.03		Excavations outside the normal trench profile	m ³	30		
202.04	LI	Hand excavation (extra over item 202.01)	m ³	10		
202.06	LI	The backfilling of trenches (excluding selected backfill around /and the pipe barrel) with material obtained from excavations	m ³	50		
202.07		Extra over items 202.06 for using backfill material obtained				
202.07.02		From sources provided by Contractor	m ³	100		
TOTAL CARRIED TO SUMMARY						
Signature of person authorised to sign the tender:						Date:

ITEM	LI / SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
402		SERIES 4 : WATER RETICULATION AND WATER MAINS				
402.01		SECTION 402 : CONSTRUCTION				
		Supplying, laying and jointing of water pipes irrespective of depth				
402.01.01		Submerged arc fillet welded mild steel pipe to SANS 719 from Grade X42/300 WA steel with bell-end to BS 534, fusion bonded medium density polyethylene external coating to Table 1 of AS 4321-1995 with liquid epoxy internal lining.				
402.01.01.01		150 mm Nom.(154 mm Act.) diameter x 4,5mm wall thickness 16 bar working pressure	m	6		
402.01.01.02		200 mm Nom.(204 mm Act.) diameter x 4,5mm wall thickness 16 bar working pressure	m	6		
402.01.01.03		400 mm Nom.(406,4 mm Act.) diameter x 4,5mm wall thickness, 16 bar working pressure with flange both side to match the existing flange on site.	m	36		
402.01.02		Submerged arc spiral welded mild steel pipe butt welded to SANS 719 from Grade X42/300 WA steel with bevelled-end to BS 534, fusion bonded medium density polyethylene external coating to Table 1 of AS 4321-1995 and liquid epoxy internal lining. All welding of joints to be wrapped				
402.01.02.01		600 mm Nom(609,6 mm Act.) diameter x 6,0mm wall thickness 16 bar working pressure	m	6		
402.02		Extra over item 402.01 for providing and installing fittings, valves and specials:				
402.02.01		Chamfer cutting of pipe ends in items 402.01.01.01, 402.01.01.02, 402.01.02.01 & 402.01.02.02 to alter direction (form bends) on site including the reinstating of internal linings (liquid epoxy) and external coatings (fusion bonded medium density polyethylene). All welding of joints to be wrapped				
TOTAL CARRIED FORWARD						
Signature of person authorised to sign the tender:						Date

ITEM	LI / SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
402.02.01.01		200 mm diameter up to 11,25°	No	1		
402.02.01.02		400 mm diameter up to 11,25°	No	1		
402.02.01.03		600mm diameter up to 11,25°	No	1		
402.02.02		Long radius pressure bends circular welded mild steel pipe from Grade 300 WA steel to SANS 1431, fusion bonded medium density polyethylene external coating to Table 1 of AS 4321-1995 and liquid epoxy. All welding of joints to be wrapped				
402.02.02.01		200 mm diameter, 45°	No	2		
402.02.02.02		400 mm diameter, 45°	No	4		
402.02.03.03		400 mm diameter class 16 drilled to T1600/3 (F - F = 222 mm)	No	1		
402.02.03.04		600 mm diameter class 16 drilled to T1600/3 (F - F = 229 mm)	No	1		
402.02.06		SCOUR VALVES Resilient seal, SANS 664 specification, ductile iron body & gate, stainless steel non-rising spindle, anti-clockwise closing, handwheel operated, double flanged and drilled to SANS 1123. Manufacturers standard epoxy paint to of 250 microns.				
402.02.06.01		200mm diameter Class 16 Drilled to T1600/3 (F - F = 254mm)	No	1		
402.02.07		AIR RELEASE & VACUUM BREAK VALVES : Valves shall comply with specifications				
402.02.07.01		100 mm diameter Class 16 Drilled to T1600/3 (Flange to Top of Cap = 369mm)	No	1		
402.02.11		BULK WATER METER : Sensus in-line through flow, mechanical turbine flanged Water Meter, 16 bar rated, cast iron body, double flanged and drilled to SANS 1123 T1600/3. Manufacturer's standard epoxy coating. 40° C. See Performance Specification.				
402.02.11.03		500 mm diameter Class 16 Drilled to T1600/3	No	1		
402.02.12		STRAINER : Strainer to comply to drawing 2410141 - cv - 007 item C				
402.02.12.02		400 mm diameter class 16 drilled to T 1600/3	No	1		
402.02.15		SPECIALS & FITTINGS : Grade 304L Stainless Steel Pipe and Fittings				
402.02.15.01		Inlet pipe, 400 mm diameter	No	1		
402.02.15.02		Outlet pipe, 600 mm diameter	No	1		
402.02.15.03		Scour pipe, 200 mm diameter	No	1		
402.02.15.04		Overflow pipe, 450 mm diameter	No	1		
TOTAL CARRIED FORWARD						
Signature of person authorised to sign the tender:					Date	

ITEM	LI / SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
402.03		Encasement of pipes with:				
402.03.01		Class 15/19 concrete	m ³	30		
402.03.02		Soilcrete	m ³	10		
402.04	LI	Providing thrust blocks using class 15MPa/19 mm concrete	m ³	11		
402.05		Supplying and placing unscreened selected backfill material under, alongside and up to 200 mm above pipe barrel using:				
402.05.01	LI	Excavated material	m ³	40		
402.05.02	LI	Imported material from sources provided by the Contractor	m ³	80		
402.06	LI	Extra over item 402.05 for screening excavated material for selected backfill	m ³	30		
402.07		Valve chambers				
402.07.01		40 mm x 40 mm mentis grating covers to valve chambers, cut to suit various chambers, as per detail drawing	m ²	20		
402.07.02	SC	Construction of valve chambers slab, using pre-cast concrete slab				
402.07.02.02		Slab for Valve chamber of isolating valves, 2,5 m x 2,5 m, , mentis grating (Chamber has been constructed and floor slab are on site without lead cover) price must be for installation and supply of lead as per drawing no.7515-VC223	No	8		
402.1		Sterilizing of pipelines:				
402.10.01		200 mm diameter steel pipe	m	85		
402.10.02		400 mm diameter steel pipe	m	120		
402.10.03		600 mm diameter steel pipe	m	60		
TOTAL CARRIED TO SUMMARY						
Signature of person authorised to sign the tender:				Date:		

ITEM	LI / SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
403		SERIES 4 : WATER RETICULATION AND WATER MAINS				
		SECTION 403 : TESTING				
403.01		Hydraulic field-testing of pipelines:				
403.01.01		200 mm diameter	m	80		
403.01.02		300 mm diameter	m	105		
403.01.03		400 mm diameter	m	120		
403.01.04		600 mm diameter	m	110		
403.13		Sterilisation of pipeline				
403.13.01		200 mm diameter	m	80		
403.13.02		300 mm diameter	m	105		
403.13.03		400 mm diameter	m	120		
403.13.04		600 mm diameter	m	110		
TOTAL CARRIED TO SUMMARY						
Signature of person authorised to sign the tender:				Date:		

ITEM	LI / SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
406		<p>SERIES 4 : WATER RETICULATION AND WATER MAINS</p> <p>SECTION 406 : VALVES AND HYDRANTS: COMPLETION OF ALL OUTSTANDING COMPONENTS AND MODIFICATIONS ON THE 400MM SINGER ALTITUDE CONTROL VALVES – MAIN LINE VALVES IN THE VALVE CHAMBER HOUSE ((Refer to Part C3_Scope of Work - Engineering Specifications Section E)</p>				
B406.01		Supply, Modify and install Singer model #S106-A-Type-2-RF-SC-AC comb. altitude, rate of flow, solenoid shut off & Anti-Cavitation valve, complete auxiliary control pilot system, to be installed onto existing control valve on-site.	Sum	1		
B406.02		Supply, Modify and installation Singer Model #X156 Linear inductive valve position indicator to be installed onto existing control valve on-site.	Sum	1		
B406.03		Supply, Modify and install Singer Model #SPI single point insertion meter complete with 5meters of cabling and convertor box to be installed onto existing control valve on-site	Sum	1		
B406.04		Supply, Modify and install Singer model #S106-A-Type-2-RF-SC-AC comb. altitude, rate of flow, solenoid shut off & Anti-Cavitation valve, complete auxiliary control pilot system, to be installed onto existing control valve on-site.	Sum	1		
B406.05		Supply, Modify and installation of all outstanding Components - Singer Model #X156 Linear inductive valve position indicator to be installed onto existing control valve on-site.	Sum	1		
B406.06		Supply, Modify and install - Singer Model #SPI single point insertion meter complete with 5meters of cabling and convertor box to be installed onto existing control valve on-site.	Sum	1		
TOTAL CARRIED TO SUMMARY						
Signature of person authorised to sign the tender:				Date:		

ITEM	LI / SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
505		SERIES 5 : DRAINAGE AND EROSION PROTECTION				
		SECTION 505 : EROSION PROTECTION				
505.01		Foundation trench excavation and backfilling:				
505.01.02		In all other classes of material	m ³	58		
505.02	SC	Surface preparation for the bedding of gabions	m ²	60		
505.03	SC	Gabions				
505.03.01		Gabion boxes (4x 2 x 1m box from 80 x 100 x 2,7mm Class A galvanized wire mesh)	m ³	128		
505.03.02		Gabion mattresses (4 x 1 x 1m mattresses, 80 x 100 2,5mm Class A galvanized wire)	m ³	65		
505.03.03		Gabion mattresses (4 x 1 x ,5m mattresses, 80 x 100 2,5mm Class A galvanized wire)	m132	32.5		
505.05	SC	Filter fabric for precast retaining wall blocks, gabions and riprap (U24 geotextile or similar)	m ²	1,120.00		
505.06	SC	Stone pitching				
505.06.01		Plain pitching				
505.06.01.01		Method 1	m ²	35		
505.06.02		Grouted pitching	m ²	5		
505.06.03		Wired and grouted pitching	m ²	5		
505.09		Concrete pitching				
505.09.01		Cast in situ concrete pitching (20 MPa of concrete and 150 mm thickness of pitching)	m ²	45		
TOTAL CARRIED TO SUMMARY						
Signature of person authorised to sign the tender:			Date:			

ITEM	LI / SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SERIES 8 : SPECIFIC WORKS				
801		SECTION 801 : CONCRETE RESERVOIRS				
801.01		Crushed stone on reservoir roof, 26,5 mm aggregate (archaic granite – Muldersdrift or similar)	m³	10		
801.02		Lightning protection (Tenderer to supply detail)	Sum	1		
801.03		Miscellaneous Items				
801.03.01		Measured by Number				
801.03.01.01		Access Ladder				
801.03.01.01.01		Internal ladder as per detail on Drawing 2410141-CV-008	No	1		
801.03.01.01.02		External ladder as per detail on Drawing 2410141-CV-008	No	1		
801.03.02		Measured by linear meter				
801.03.02.01		Hand Railing				
801.03.02.01.01		Standard Industrial type hot-dipped galvanised Ball Type Hand Railing to stairs and landing including, degreasing priming and twice painting with enamel paint (Black and Yellow)	m	20		
801.04		Sterilization of reservoir	sum	1		
801.05		Testing the reservoir for water tightness	sum	1		
B801.03.06		Supply and install level indicators- maintenance free, durable, indicator to be fixed to wall of reservoir, tenderer to submit proposals for the following:				
B801.03.06.01		a) 5 Ml reservoir, existing	No	1		
B801.03.06.02		b) 1,2 Ml reservoir, existing	No	1		
B801.03.06.03		c) 10 Ml reservoir, new	No	1		
TOTAL CARRIED TO SUMMARY						
Signature of person authorised to sign the tender:						Date:

ITEM	LI / SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SERIES 8 : SPECIFIC WORKS				
B801.12		SECTION 801 : CONCRETE RESERVOIRS - SEALING				
B801.12.01		The City of Tshwane reserves the rights to reduce this scope of work (Items below) based on the outcomes of physical conditional assessment of reservoir existing seal and after water tightness done test results. The Concrete reservoir Sealing to be done by suitable accredited specialists approved by the engineer.				
B801.12.01.01		Site establishment, HIRA and safety file compliance	Sum	1		
B801.12.01.02		Cleaning of substrate - mechanical and chemical as required	Sum	1		
B801.12.01.03		Application of base coat to total inside of reservoir - floor, wall and roof	m ²	3,585		
B801.12.01.04		Installation of waterproofing system on floor and inside wall of reservoir	m ²	2485		
B801.12.01.05		Application of fibre with flex for positive seal (250mm vertical and horizontal overlap) from floor to wall	Sum	1		
B801.12.01.06		Application of fibre with flex for positive seal (250mm vertical and horizontal overlap) from roof to wall	Sum	1		
B801.12.01.07		Application of Seal protective coat over Base system on floor and inside wall of reservoir	m ²	2485		
B801.12.01.08		Application of Dampend final coat over floor, wall and roof of reservoir (Block brush finish)	m ²	2486		
B801.12.01.09		Application of fibre (500mm overlap roof & wall) on outside of reservoir over construction joint between roof and wall	Sum	1		
B801.12.01.10		Application of final UV stable Seal layer (2 coats) over Fibre (500mm overlap) on outside of reservoir	Sum	1		
B801.12.01.11		Site clearing and de-establishment	Sum	1		
B801.12.01.12		Emptying of reservoir and testing of the relined reservoir for water tightness	Sum	1		
TOTAL CARRIED TO SUMMARY						
Signature of person authorised to sign the tender:				Date:		

ITEM	LI / SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
903		SERIES 9 : QUALITY CONTROL				
903.04		SECTION 903 : TESTING				
		Special tests on welded specimens				
903.04.01		Specimen welded connection - 400mm diameter steel pipe	No	5		
903.04.02		Specimen welded connection - 200mm diameter steel pipe	No	2		
TOTAL CARRIED TO SUMMARY						
Signature of person authorised to sign the tender:				Date:		

ITEM	LI / SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B1003.1		SECTION 1003 : ENERGISING,PRE COMMISSIONING AND HAND-OVER				
		Supply, install and commissioning Electrical Distribution Board(Power requirement minimum 24V DC) in the Valve Chamber Building	Sum	1		
B1003.2		Supply, install and commissioning, Energising of CP TRU530	Sum	1		
B1003.3		Set-Up and Pre-Commissioning of TRU	Sum	1		
B1003.4		Commissioning - Data Logging	Sum	1		
B1003.5		Manufacturers Operating and Maintenance Manuals - Electrical	Sum	1		
B1003.6		Electrical C.O.C CP System	No	1		
TOTAL CARRIED TO SUMMARY						
Signature of person authorised to sign the tender:				Date:		

Section	Description	Amount
001	GENERAL REQUIREMENTS AND CHARGES	R
002	ENGINEER'S ACCOMMODATION	R
101	SITE CLEARING AND GRUBBING	R
105	FENCING	R
108	REMOVAL OF VANDALISED ITEMS & DELIVER THEM TO CITY OF TSHWANE METROPOLITAN DEPOT	R
202	TRENCHING	R
402	CONSTRUCTION	R
403	TESTING	R
406	VALVES AND HYDRANTS: COMPLETION OF ALL OUTSTANDING COMPONENTS AND MODIFICATIONS ON THE 400MM SINGER MODEL ELECTRONIC ALTITUDE CONTROL VALVES IN THE VALVE CHAMBER HOUSE	R
505	EROSION PROTECTION	R
801	CONCRETE RESERVOIRS	R
801.12	SECTION 801 : CONCRETE RESERVOIRS - SEALING	
903	TESTING	R
1003	ENERGISING, PRE COMMISSIONING AND HAND-OVER	R

SUBTOTAL A R

CONTRACT SKILLS DEVELOPMENT PROGRAMME (CSDP)

CSDP Amount calculated at 0.25% of **SUBTOTAL A** R

SUBTOTAL B (SUBTOTAL A + CSDP Amount)

Add Estimated 5% CPA R

SUBTOTAL C (SUBTOTAL B + CPA)

Add 10% for contingencies on Subtotal C

SUBTOTAL D (SUBTOTAL C + Contingencies)

R

Add 15% VAT on Subtotal D R

CONTRACT PRICE CARRIED FORWARD TO FORM OF OFFER

R

Signature of person authorised to sign the tender:	Date:
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Contract no: WSBU 13 2025/26: Tender for the completion of works at the 10ML Klipgat concrete reservoir, bulk water pipeline, valve chambers for a period of Twelve (12) months

Part C3: Scope of Work

**CITY OF TSHWANE
WATER AND SANITATION BUSINESS UNIT**

**CONTRACT NO: WSBU 13 2025/26: TENDER FOR THE COMPLETION OF
WORKS AT THE 10ML KLIPGAT CONCRETE RESERVOIR, BULK WATER
PIPELINE, VALVE CHAMBERS FOR A PERIOD OF TWELVE (12) MONTHS**

PORTION 2: CONTRACT

PART C3: SCOPE OF WORKS

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C3.2	ENGINEERING	C3.2
C3.3	PROCUREMENT	C3.3
C3.4	CONSTRUCTION	C3.4
C3.5	MANAGEMENT	C3.5
C3.6	PARTICULAR SPECIFICATIONS AND VARIATIONS AND ADDITIONS TO THE STANDARD SPECIFICATIONS	C3.6
C3.7	REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS: HEALTH AND SAFETY SPECIFICATION	C3.7

Contract no: WSBU 13 2025/26: Tender for the completion of works at the 10ML Klipgat concrete reservoir, bulk water pipeline, valve chambers for a period of Twelve (12) months

Part C3: Scope of Work

**CITY OF TSHWANE
WATER AND SANITATION BUSINESS UNIT**

CONTRACT NO: WSBU 13 2025/26: TENDER FOR THE COMPLETION OF WORKS AT THE 10ML KLIPGAT CONCRETE RESERVOIR, BULK WATER PIPELINE, VALVE CHAMBERS FOR A PERIOD OF TWELVE (12) MONTHS

PART C3 SCOPE OF WORKS

C3.1 DESCRIPTION OF THE WORKS

C3.1 DESCRIPTION OF THE WORKS

3.1.1 BACKGROUND

The Klipgat reservoir is situated in Klipgat township which is found in the North-Eastern part of Pretoria. The site in which the reservoir is situated consist of three (3) concrete reservoirs, two of the reservoirs are currently operational with the 10ML reservoir standing at 80% completed.

The current scope of works seeks to finalise outstanding works on the 10ML reservoir, bulk steel pipeline, pressure reducing valve as well as all vandalised items on the bulk meter. The project construction commenced in 2014 and was left incomplete by another contractor. The contractor left site when the project was 92% completed in 2018.

In 2025, the structural assessment of the 10ML concrete reservoirs was conducted. The results of the reinforced concrete core compressive tests confirmed that the 10ML reservoir structure is robust and well within the required safety margins. Core test results indicated that the concrete slab, beams, and reservoir wall panels have achieved a compressive strength exceeding 40 MPa, meeting the necessary structural requirements.

The high compressive strength recorded in the core samples indicates the reservoir's ability to reliably endure operational loads and environmental stresses throughout its service life. No significant defects or anomalies were identified, demonstrating good material integrity and construction quality. These findings validate the reservoir's design and construction methods, ensuring continued safe performance.

A substantial portion of the outstanding work on the Klipgat Reservoir project pertains to civil engineering water pipelines, with a significant amount of pipeline installation remaining incomplete. The construction of the reinforced concrete reservoir has been successfully completed, and concrete test results confirm that no additional strengthening is required.

The following Infrastructure components were completed as of 2018:

- 10ML Concrete reservoir.
- Outlet - 600mm diameter steel pipes
- Inlet - 400mm diameter Steel
- Control chamber house
- 400mm control valve - Main Line valve
- Two Isolations valves were installed
- All valves and bulk water chamber/manhole are constructed only manhole lids are missing.

Note:

Attached drawings listed in under section 3.2 Engineering C3.2.2 List of drawings indicating the completed work and outstanding works for information purposes only.

PART C3: Scope of Work

3.1.2 EMPLOYERS OBJECTIVE

The employer objective is to complete outstanding works and refurbish all the vandalized components, which includes bulk water pipeline, construction/completion of valve chambers/manholes, Installation of vandalized isolation valves, bulk water meter, construction of rock slope protection, erection of concrete Palisade fence on the southern side, erection of guardrail and testing of new completed 10ML reservoir in Klipgat.

Works earmarked for labour intensive construction methods will be numbered with a prefix "li" in the bill of quantities 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.

Work earmarked for local sub-contractors will be numbered with a prefix "sc" in the bill of quantities to distinguish them from the conventional construction works. such work shall be constructed by local subcontractors who will be temporarily employed in terms of the project specification

The contractors will be appointed with a minimum construction industry development board (CIDB) grading of **6CE or higher**.

3.1.3 OVERVIEW OF THE WORKS

The project is the completion of outstanding works and refurbishment of the vandalized infrastructure components, which is bulk water pipeline, construction/completion of valve chambers/manholes, Installations of vandalized isolation valves, bulk water meter, construction of rock slope protection, erection of concrete Palisade fence on the southern side, erection of guardrail and testing of new completed 10ML concrete reservoir in Klipgat.

Note: The scope of work should be read in conjunction with the drawings provided for information as listed in chapter 3.2 Engineering C3.2.2 List of drawings

The scope of work for completion of outstanding works is indicated below:

- Installation of isolating Valves: Butterfly valve, ductile iron body & disc (epoxy powder coated), double flanged and drilled to SANS 1123, handwheel operated.
- Scour Valves Resilient seal, SANS 664 specification, ductile iron body & gate, stainless steel non-rising spindle, anticlockwise closing, handwheel operated, double flanged and drilled to SANS 1123. Manufacturers standard epoxy paint to a DFT of 250 microns.
- Air release & Vacuum Break Valves : Valves shall comply with specifications.
- Bulk Water Meter : mechanical turbine flanged Water Meter, 16 bar rated, cast iron body, double flanged and drilled to SANS 1123 T1600/3. Manufacturer's standard epoxy coating. 40° C500 mm diameter Class 16 Drilled to T1600/3
- Construction of valve chambers slab, using pre-cast concrete slab
- Sterilizing of pipelines:
- Hydraulic field-testing of pipelines
- Completion of all outstanding components and modifications on the 400mm altitude control valves – main line valves in the valve chamber house
- Drainage and Erosion Protection
- Reservoir refurbishment as per the Engineer's instruction

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PART C3: Scope of Work

- Sterilization of reservoir
- Testing the reservoir for water tightness
- Supply, install and commissioning Electrical Distribution Board(Power requirement minimum 24V DC) in the Valve Chamber Building

3.1.4 LOCATION OF THE WORKS

The site is located in Klipgat within the boundaries of the City of Tshwane under Region 1.



Figure 1 - Klipgat Reservoir location

Exceptionally adverse climatic conditions

Extension of time resulting from abnormal rainfall in terms of sub-clause 5.12.5 of the General Conditions of Contract for Construction Works, Third Edition (2015) (GCC 2015) shall be determined by applying the formula below;

$$V = (Nw - Nn) + (Rw - Rn)/X$$

Where X = 20 (Y shall be adopted as 10)

Where:

V = Extension of time in calendar days for the calendar month under consideration

Nw = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded

Rw = Actual total rainfall in mm recorded during the calendar month under consideration

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PART C3: Scope of Work

- Nn = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter
- Rn = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter

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, Soshanguve (Tswaing) ARS 05501158 for the period 2009 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.



South African Weather Service
LEGEN

'AVE' represents the average rainfall for the month

'ST DEV' represents the standard deviation from the normal

$$s = \text{SQRT}(\text{SUM}(X^2)/n - (\text{AVE}(x) * \text{AVE}(x)))$$

'N DAY RAIN' represents the average number of rain days per month

'NUM MON' represents the number of months used in the calculation

'r1 r2' represents the average number of raindays in range r1 to r2 inclusive

'MAX R DAY' represents the maximum rainfall that occurred over a 24-hour period. (08:00-08:00)

'MAX RAIN DATE' represents the date on which the maximum 24 hour rainfall occurred

DATA FOR THE AVERAGE CALCULATION ARE NOT USED IF :

1. There are more than 5 consecutive days of accumulation
2. The data for certain days in the month unavailable
3. The accumulation period occurred at the end of a month

DATA FOR THE FREQUENCY CALCULATION ARE NOT USED IF :

1. Accumulation occurred in the month
2. The data for certain days in the month are unavailable

2009 2024 (Extracted 2024/08/20 08:25)

05501158 SOSHANGUVE Lat:-25.5280 Lon:28.1130 Height:1328 m

(TSWAING) ARS

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		

PART C3: Scope of Work

Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n , then V shall be taken as being equal to minus N_n . The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.

Actual extensions of time due to exceptionally adverse climatic conditions shall be agreed between the Engineer's and Contractor's representatives on the site. The agreed whole days or parts thereof shall be recorded in the site diary and monthly site meetings. Adjustment of the contract period shall only be made at the end of the Contract when the Contractor may submit his claim for the agreed extension due as well as any additional payment resulting from the delay.

If approved extensions of time extend the completion date beyond the start of the Contractor's holiday in December, the holiday period shall not be considered as working days. Any remaining extension of time at this date shall be calculated from the first statutory working day in January the following year, provided that the Contractor has shown in his program that he intends to close during the traditional Christmas/New Year break.

3.1.5 LABOUR-INTENSIVE CONSTRUCTION

The construction of certain of the works has specifically been identified for labour-intensive construction. Where unskilled workers are required, the Contractor shall employ and, where necessary, train workers from the local community to execute certain labour-intensive tasks. The Employer shall facilitate the process of identifying possible individuals to be employed by the Contractor.

Several items in the Schedule of Quantities have been identified for labour-intensive construction and these have been marked LI in the pay item column. It is accepted that some of these tasks (e.g. welding) will have to be performed by skilled individuals sourced by the Contractor, in other words, not all items marked LI are to be executed by unskilled workers. Labour intensive construction is therefore to be interpreted in the broader sense as defined in the Guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme (EPWP) appended under section C3.4.1 – "Labour-intensive: refers to methods of construction involving a mix of machines and labour, where labour, utilising hand tools and light plant and equipment, is preferred to the use of heavy machines, where technically and economically feasible."

The Contractor shall prepare a proposal with regards to the execution of the identified tasks stating (a) the number of unskilled local labour to be employed, (b) number of labourers to be trained, type of training and (c) methods of construction. The proposal shall also indicate the names and qualifications of the individuals assigned to supervise the work. The proposal shall be submitted and approved by the Engineer prior to commencing with the above tasks. Once approved, the Contractor shall be expected to perform in terms of the proposed targets.

- a) Conventional construction methods
 - The excavation of the trenches and installation of the pipes will be done conventionally due to the size of the pipes and the rocky site conditions.
- b) Labour intensive construction methods (EPWP)
 - The preparation of the bedding in pipe trenches.
 - Backfilling and compaction of the pipe trenches and around valve chambers.
 - The construction of Concrete palisade fence
- c) Local Emerging Contractors

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PART C3: Scope of Work

- Construction of brickwork related work
- Installation of fence including gates
- Re-clearing areas when instructed by the Engineer.

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Part C3: Scope of Work

**CITY OF TSHWANE
WATER AND SANITATION BUSINESS UNIT**

CONTRACT NO: WSBU 13 2025/26: TENDER FOR THE COMPLETION OF WORKS AT THE 10ML KLIPGAT CONCRETE RESERVOIR, BULK WATER PIPELINE, VALVE CHAMBERS FOR A PERIOD OF TWELVE (12) MONTHS

C3.2 ENGINEERING

C3.2 ENGINEERING

C3.2.1 STANDARDS AND CODES OF PRACTICE

The following design standards for Civil Engineering Infrastructure will apply:

- Principles and standards for the design and construction of water and sanitation systems in the City of Tshwane by the Utility Services Department: Water and Sanitation Division of the City of Tshwane(Revised January 2017).
- General Conditions of Contract for Construction Works (2015) (3rd Edition) by the South African Institution of Civil Engineers.
- Standard Specifications for Municipal Civil Engineering Works of the City of Tshwane (Third Edition 2005
- South African National Standard (SANS)

C3.2.2 ALTERNATIVE OFFERS

The Contractor shall complete the tender in terms of the information provided and requested in the tender document. Failure to complete the tender document, including the schedule of quantities, may lead to the rejection of the bid. Alternative offers will be considered at the discretion of the Employer.

C3.2.3 CONSTRUCTION PERIOD

The maximum construction period total construction period shall be **12 months** from the Commencement date, excluding the builder's holiday, of which **2 months** will be a float period belonging to the Employer for purposes of accommodating unforeseen Employer's delays.

C3.2.4 LIST OF DRAWINGS

The following are provided for tender information purpose only:

Construction/Completion of valve chambers/manholes, Installation of vandalised isolation valves, bulk water meter, construction of rock slope protection, erection of concrete palisade fence and testing of new completed 10ML concrete reservoir in Klipgat.		
Item No.	Drawing Number	Drawings Descriptions
1	2410141-CV-001	Klipgat Reservoir Existing Pipe Network - Schematic Layout
2	2410141-CV-002	Klipgat Reservoir Outstanding Work Layout
3	2410141-CV-003	Klipgat Reservoir Existing Control Valve Chamber House
4	2410141-CV-004	Concrete Palisade Fence & Access Gate Layout
5	2410141-CV-005	Gabion Mattress Details Layout
6	2410141-CV-006	Manhole Access Unit - High Security Manhole Details

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Part C3: Scope of Work

7	2410141-CV-007	Bulk Water Meter Details
8	2410141-CV-008	Reservoir ladders Details

The Contractor will receive two (2) sets of construction drawings.

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Part C3: Scope of Work

**CITY OF TSHWANE
WATER AND SANITATION BUSINESS UNIT**

CONTRACT NO: WSBU 13 2025/26: TENDER FOR THE COMPLETION OF WORKS AT THE 10ML KLIPGAT CONCRETE RESERVOIR, BULK WATER PIPELINE, VALVE CHAMBERS FOR A PERIOD OF TWELVE (12) MONTHS

C3.3 PROCUREMENT

C3.3 PROCUREMENT

The following Stages of Evaluation will be carried out in the evaluating Tenders:

- Stage 1: Administrative Compliance
- Stage 2: Mandatory Requirements
- Stage 3: Functionality
- Stage 4: Preference Point System

C.3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES

C3.3.1.1 Requirements

The City of Tshwane (CoT) has a mandate and responsibility to fight poverty, build clean, healthy, safe, and sustainable communities. To achieve this, the City adopted an Integrated Poverty Reduction and Community Development Strategy which requires all departments to cooperate and contribute towards poverty reduction through employing EPWP participants on projects. Therefore, the Water and Sanitation is committed to utilize participants that are registered on the CoT Central Database on all projects. The aim is to ensure commitment by each contractor on a project to utilize 100% of its personnel of the EPWP Central Database in order to enhance poverty alleviation and the uplifting of participants.

The successful contractor appointed will have to request labour from the EPWP Office that will do a random selection from the Central Database. Hundred percent of all personnel on a project must be appointed from the Central Database provided by the EPWP Office. The idea is to place beneficiaries in the correct or appropriate project roles/occupations to help them achieve income capacity and/or to equip them through skills development. The contractor must provide data about the number of beneficiaries required, qualifications, type of placement/occupation and gender before the project starts. The successful contractor appointed must accommodate students that are in need of practical training or in- service training. One student per annum must be trained on this contract. The minimum wage as per Sectoral Determination: Civil Engineering Sector published in the Government Gazette will be payable for students.

C3.3.1.1.1 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 required for the execution of all labour-intensive works shall be sourced from the EPWP Office.
 - 1.2 The guideline pay rate will be as set by the CIDB/ SAFCEC Gazetted rates
 - 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.

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- 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.

C3.3.1.1.2 Appointment Process

C3.3.1.1.2.1 Project Steering Committee (PSC)

Section 6.1.3.1 of the Expanded Public Works Programme (EPWP) Recruitment Framework requires the Office of the Speaker, in consultation with the Ward Councillor, to hold a public meeting, and elect a Project Steering Committee (PSC).

Project Steering Committee will be limited to a minimum of four (4) members and a maximum of six (6) members, to avoid a situation of too many potential interest groups preventing the PSC from functioning.

C3.3.1.1.2.2 Community Liaison Officer

After selection of the PSC, at the same meeting indicated under item C3.3.1.1.2.1, residents and stakeholders in attendance are to vote for poll of three (3) potential CLO's coming from the community concerned.

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.

It is from this pool that the contractor, after interviewing the three (3) nominees and consultation with the PSC appoints the CLO.

C3.3.1.1.2.3 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.

Part C3: Scope of Work

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.

C3.3.2 Subcontracting

C3.3.2.1 Scope of mandatory subcontract works

The contractor is to identify and present to the Engineer the works to be subcontracted. The following shall be subcontracted to the local subcontractors:

- Establishment of the Contractor's base camp or depot
- Site Clearance
- Selected trench excavations
- Bedding

C3.3.2.2 PREFERRED SUBCONTRACTORS/SUPPLIERS

Section 47 of the SCM Policy SUB-CONTRACTING

When subcontracting:

The City shall obligate main contractors or service providers to engage targeted enterprises in the performance of their contracts incorporating resource specifications.

- (1) The appointed service provider must source competent and capable service providers and where applicable be registered with the relevant body and submit a list of sub-contractors for approval to the City of Tshwane.
- (2) Sub-contracting entity should have at least equal B-BBEE level status and /or specific goals or higher than the main contractor.
- (3) Minimum of 30% will be sub-contracted for this tender.
- (4) Local economic participation should be given priority when making a list of potential subcontractors available

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City of Tshwane Participants with specific attention for the region in which the contract is to be executed should be given priority and the below competent and capable designated groups should be prioritized.

- a) An EME or QSE
- b) An EME or QSE which is at least 51% Black Owned
- c) An EME or QSE which is at least 51% Owned by Black youth
- d) An EME or QSE which is at least 51% Black Women Owned
- e) An EME or QSE which is at least 51% owned by black people with disabilities
- f) An EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships
- g) A cooperative which is at least 51% owned by black people
- h) An EME or QSE which is at least 51% owned by black people who are military veterans; or
- i) More than one of the categories referred to in paragraphs (a) to (h).

Should subcontractors within Tshwane not be identified, the appointed service provider can extend the list of subcontractors to:

- Gauteng Participants
- National participants

(5) In relation to a designated sector a contractor must not be allowed to sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold if the appointed Service Provider scored points for Local Content and Production.

C3.3.3 SUBCONTRACTING PROCEDURES FOR LOCAL SMME

The contractor shall advertise and call for competitive tenders in respect of each portion of the works that are required to be subcontracted in terms of the contract in accordance with the relevant provision of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the City of Tshwane standards and any other relevant documentation of subcontracting with minimal project-specific variations and amendments that do not change their intended usage.

The Employer together with the Contractor shall evaluate the tenders received in accordance with the provision of the Standard Conditions of tender. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor.

The ward councilor, PSC members and CLO shall confirm if the submitted bids originate within the ward where the works are being undertaken.

The Contractor shall without delay enter into a contract with the successful tendering subcontractor based on their accepted tender submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

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Part C3: Scope of Work

**CITY OF TSHWANE
WATER AND SANITATION BUSINESS UNIT**

CONTRACT NO: WSBU 13 2025/26: TENDER FOR THE COMPLETION OF WORKS AT THE 10ML KLIPGAT CONCRETE RESERVOIR, BULK WATER PIPELINE, VALVE CHAMBERS FOR A PERIOD OF TWELVE (12) MONTHS

C3.4 CONSTRUCTION

C3.4 CONSTRUCTION

C3.4.1 Applicable standards

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, Tshwane House, 320 Madiba Street, Pretoria and shall bear all expenses in this regard.

C3.4.2 Contractor's experience

The Contractor is required to furnish satisfactory evidence that he has had actual experience in the type of work for which he is tendering and must submit the evidence with his tender a statement on the prescribed form attached to this contract. The evidence must include details of the employing authority, nature of works, value of works and year completed.

A comprehensive organogram of the company must be submitted with the tender that clearly indicated the existing resource that will be utilized to execute the work successfully. The following points must be included in the operational plan: Infrastructure, equipment, labour.

C3.4.3 SITE FACILITIES AND ESTABLISHMENT

C3.4.3.1 Contractor's Camp Site

The Contractor shall utilise the reservoir site for his camp to accommodate the work force. The choice of the position for the establishment of the camp, offices and the layout thereof, shall be approved.

The camp site shall be cleared and grubbed. The Contractor is to provide his own security at the camp or on the site if required, at his own expense.

After completion of the contract, the Contractor shall remove all his temporary buildings, plant and equipment. The site shall be made good and be left in a neat and tidy condition before a certificate of completion shall be issued.

C3.4.3.2 Water Supply

Water for the Works shall be drawn from municipal mains, where available, through authorised metered connections only. The Contractor must bear the costs of all fees, deposits and water consumed. These costs are to be included in the rates in the Schedule of Quantities for the various construction methods and operations. The Contractor shall make his own arrangements with the City's Water and Sanitation Business Unit, to obtain a metered connection, giving at least 14 days' notice. The size of the connection provided will be as specified in the By-Laws and the Contractor must provide on-site storage should he consider this necessary.

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The current tariffs applicable are available from the Water and Sanitation Business Unit. The Contractor can only draw water from fire hydrants specified by the Municipality in exceptional circumstances and then only after written authority has been granted. When permission is granted, the water must be drawn through a metered standpipe issued by the Water and Sanitation Division.

The Contractor shall cease to operate until other arrangements have been made for the supply of water. No claims for delays so caused will be considered.

C3.4.3.3. Ablution Facilities

The Contractor shall 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. No separate payment shall be made for this requirement, and the costs thereof shall be deemed to be included in the rates billed for the contractor's time-related obligations. All ablution facilities as stipulated in the Occupational Health and Safety act must be provided and no separate payment shall be made for the requirement.

C3.4.3.4 Electric Power Supply

The Contractor shall make his own arrangements for the supply of electric power to suit his own and the Engineer's requirements and operations.

The cost of providing connections, any transformer sub-stations and switchgear, generators, fuel and/or overhead power lines or underground cables required to supply the electric power shall be included in the rates entered in the Schedule.

The cost of electric power consumption for construction, rock drilling, machinery operations, lighting, ventilation and domestic uses is to be included in the rates in the Schedule of Quantities for the various construction methods and operations.

C3.4.3.5 Cellular Telephone

It is a requirement of the contract that the Contractor shall equip his site agent(s), CLO's and foremen with a cellular telephone to allow for effective communication between the contractor's supervisory personnel and the engineer's supervisory staff. All the applicable contact details must be made available to the Employer as well as the staff on site. All costs associated with the provision of cellular telephones for the contractor's personnel shall be deemed to be included in rates billed for time-related charges.

C3.4.3.6 Site Facilities required by the Engineer

The Engineer does not require housing for personnel or laboratory facilities, but an office suitable for site meetings needs to be provided.

C3.4.3.8 Use of Site

All notice boards, sign boards and advertisements on the site shall be subject to the Engineer's approval.

The Contractor shall take all precautions to preserve trees other than those which, of necessity, must be

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removed for the purpose of fulfilling the Contract.

The Contractor shall maintain the site in a clean, orderly and sanitary condition and shall take all necessary steps and precautions to prevent the pollution of the surrounding area by his employees or animals in any way. These steps and precautions shall be to the satisfaction of the Engineer and Medical Officer of Health of Tshwane.\

C3.4.4 PLANT AND CONSTRUCTION EQUIPMENT

All items of plant used on the Works shall be approved, modern, efficient plant, well suited to the purpose for which the Contractor uses them and shall be properly maintained. Items of plant which leak oil or which, in the opinion of the Engineer, generate excessive noise, smoke, or other nuisance shall be removed from the Works. The Engineer's decision in this respect shall be final and binding upon the Principal Contractor.

All vehicles used on the Works are to be in sound mechanical condition and shall conform to and be operated in accordance with the Gauteng Provincial Ordinance and the Gauteng Provincial Road Traffic regulations. All vehicles must be fully insured against accident or loss, including third party risk and the Contractor shall produce evidence of this if required by the Engineer.

The Contractor shall be deemed to have established the extent to which mechanical plant can be used for excavating and refilling before the submission of his tender. The Engineer's authority to use mechanical plant will not be unreasonably withheld, but if, in the Engineer's opinion, circumstances exist which make it desirable that the use of plant should be suspended either temporarily or permanently, the Contractor shall change the method of performing the work affected at his own cost and he shall be deemed to have no cause for claim against the Municipality on account of having to continue the work by another method nor shall he be deemed to have cause for claim if any order issued by the Engineer result in the mechanical plant having to stand idle for a period of any duration whatsoever or having to be removed.

Particularly where it is impossible due to proximity to existing structures or services to excavate except by hand methods, then in such cases it shall be deemed reasonable for the purpose of this clause for the Engineer to withhold authority to use mechanical plant.

C3.4.5 MATERIALS

C3.4.5.1 General

All materials supplied shall be to South African National Standards (SANS) and the Group Head's applicable specification as amended or where no such specification exists, to the approval of the Engineer. Specifications not contained in the document may be examined by arrangement at the Water and Sanitation Business Unit. It will be required from each contractor to supply proof of conformation to the relevant SANS specifications of all material envisaged to be used on the contract to the Engineer for his approval. A list of approved material and fittings can be collected from the Water and Sanitation Business Unit.

C3.4.5.2 Storage

All materials shall be stored in storage areas which shall be agreed by the Engineer. Pipes shall be covered to prevent deterioration due to exposure to the environment.

C3.4.6 SCHEDULE OF QUANTITIES

The Schedule of Quantities include, as far as can be determined, every class of operation, construction and material which the Contractor is likely to be called upon to perform or supply.

All measurements shall be net, and no allowance will be made for cutting, waste, laps, etc.

Should there be any doubt or obscurity as to the meaning of any item, the Tenderer must obtain an explanation of such item from the Engineer prior to submitting his tender. No claims for extras arising from any doubt or obscurity will be admitted after delivery of the tender.

Reference to clauses in the General Conditions of Contract and the Specification have been made against certain items in the Schedule for the purpose of highlighting the provisions of those clauses, but all relevant Contract requirements will, nevertheless, be applicable to each of these items.

Tenders not accompanied by a fully priced and extended copy of the Schedule of Quantities will be regarded as informal and reported accordingly.

Upon adjudication of tenders, the unit prices will be taken as correct and any errors in the extensions and/or additions in the priced Schedules will be corrected to comply with the unit prices. Consequently, total tender price will be adjusted.

C3.4.6.1 Contractor to Price all Items

If any item in the Schedule is not priced, it will be understood that the item will be supplied or performed free of charge, an allowance covering it having been made in other items.

C3.4.7 CONTRACTORS' EMPLOYEES

C3.4.7.1 Minimum Employment Conditions for Conventional Construction Works

Contractors shall comply with the Basic Conditions of Employment Act (Act No 75 of 1997).

As a determination has not been made in terms of the aforesaid Act for the building sector, the minimum employment conditions which will apply to this Contract shall be guided by the Amendment of Sectoral Determination 2: Civil Engineering Sector published in the Government Gazette dated 4 September 2012, as and when amended from time to time.

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The following minimum conditions shall apply to this Contract and Contractors shall include such conditions in employment contracts.

Employment contracts

The Contractor shall enter into an employment contract with every one of his/her employees, including short-term contracts i.e. contracts in which employment commencement and employment termination dates are specified. Short-term employment contracts will also apply an employee employed for only one day.

Normal working hours

Normal working hours are from 07:00 to 17:00 from Monday to Friday. A tea break is taken from 09:00 to 09:15 and lunch from 12:30 to 13:00.

Actual hours to work and be paid for is 9 hours per day. If a lunch break of one (1) hour is taken then the normal working day will be as follow:

Morning work sessions from 07:00 to 12:00, lunch break from 12:00 to 13:00, and afternoon sessions from 13:00 to 17:00.

Minimum wages

Minimum wages shall be according to the Government Gazetted rates for the Civil Engineering Sector for Gauteng Province (Regulation Gazette No 9360 Vol. 542). For a full day’s work the hourly rate shall be multiplied by 9. Normal 5-day week hours of work shall be 45 hours and the wage calculated according to the applicable hourly rate.

Overtime pay shall be 1,5 times the ordinary wage. An employee shall be paid fortnightly.

Wages should be increased by CPI excluding owners’ equivalent rent (OER) plus two percentage point for the second and third years of the determination. The CPI to be used is the one that is published by StatsSA six weeks prior to the scheduled increment date. Below are the recommendations of the Department regarding new minimum wages levels:

Table 1: Minimum wages per hour for all employees in the Civil Engineering Sector.

Task Grade	Hourly Rate as per promulgation date up to 31 August 2025	Hourly Rate from 1 September 2025 to 31 August 2026 (increase at 6.5%)	Hourly Rate from 1 September 2026 to August 2027
1	R51,00	R54,32	R57,85
2	R52,20	R55,59	R59,21
3	R53,65	R57,14	R60,85
4	R55,66	R59,28	R63,13

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5	R63,02	R67,12	R71,48
6	R71,58	R76,23	R81,19
7	R81,97	R87,30	R92,97
8	R91,91	R97,88	R104,25
9	R103,38	R110,10	R117,26

Short time (excluding short time due to inclement weather)

If for reasons, which may be ascribed to the employee, e.g. arriving late for work or taking an afternoon off, the hours not worked shall be deducted from the daily wage calculation.

Short time resulting from inclement weather

i. If the Contractor informs his/her employees that no work will be done the following day due to inclement weather, no payment will be due to the employee for such a day.

ii. If the Contractor has not informed his/her employees that no work will be done due to inclement weather and no work or less than four (4) hours of work is possible during a day, the Contractor must pay the employee for four (4) hours of work. If more than four (4) hours of work is done, the Contractor shall pay the employee for the number of hours worked.

Vacation leave

If an employee has been in full time employment for more than four (4) months, he/she shall be entitled to 1 day's paid leave for every seventeen (17) days the employee worked or was entitled to payment.

Family responsibility leave

If an employee has been in full time employment for more than four (4) months, he/she shall be entitled to three days paid leave in a leave cycle of thirty-six (36) months of employment:

- i. When the employee's child is born;
- ii. When the employee's child is sick;
- iii. In the death of the employee's spouse or life partner, parent, grandparent, child or grandchild.

The employee shall provide the required proof to the Contractor of the event, failing which the leave shall be unpaid leave

Maternity leave

At least four (4) months unpaid leave.

Sick leave

The employee shall be entitled to one (1) day's paid sick leave of normal wages for every twenty-six (26) days worked.

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If an employee is absent for three (3) or more consecutive days, the employee shall provide a sick certificate from a registered medical practitioner to qualify for sick leave payment. If such certificate is not provided, no sick leave payment will be due to the employee.

Piece Work

Irrespective of the quantity of work done under a piece work system during a working week, the employee shall be entitled to a minimum of a week's wages determined as if no piece work applied.

The Contractor or employee may terminate an employment contract by giving notice of termination of not less than:

- i. On short period contracts i.e. a contract which states from which date work employment commences and on which day employment terminates, the terms of the employment contract shall apply;
- ii. One week if employee has been employed for four (4) weeks or less, unless it is a short-term project;
- iii. Two (2) weeks if employee has been employed for more than four (4) weeks but not more than one (1) year;
- iv. Four (4) weeks if employee has been employed for more than one year.

C3.4.7.2 Employment Conditions For Labour Intensive Works and Construction

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R347 of 4 May 2012, as reproduced below, shall apply to works described in scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

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

Terminology

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

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Terms of Work

- i. Workers on an EPWP are employed on a temporary basis.

Normal Hours of Work

- i. An employer may not set tasks or hours of work that require a worker to work:
 - (a) more than forty hours in any week;
 - (b) on more than five days in any week; and
 - (c) For more than eight hours on any day.
- ii. An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- iii. A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

Meal Breaks

- i. A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- ii. An employer and worker may agree on longer meal breaks.
- iii. A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- iv. A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

Special Conditions for Security Guards

- i. A security guard may work up to 55 hours per week and up to eleven hours per day.
- ii. A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

Daily Rest Period

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

Weekly Rest Period

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

Sick Leave

- i. Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- ii. A worker who is unable to work on account of illness or injury is entitled to claim one day's sick leave for every full month that the worker has worked in terms of a contract.
- iii. A worker may accumulate a maximum of twelve days' sick leave in a year.
- iv. Accumulated sick-leave may not be transferred from one contract to another contract.
- v. An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- vi. An employer must pay a time-rated worker the worker's daily rate for a day's sick leave.
- vii. An employer must pay a worker sick pay on the worker's usual payday.
- viii. Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - a. absent from work for more than two consecutive days; or
 - b. absent from work on more than two occasions in any eight-week period.
- ix. A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- x. A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Disease Act.

Maternity Leave

- i. A worker may take up to four consecutive month's unpaid maternity leave.
- ii. A worker is not entitled to any payment or employment-related benefits during maternity leave.
- iii. A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- iv. A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- v. A worker may begin maternity leave –
 - a. four weeks before the expected date of birth; or
 - b. on an earlier date –
 - if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or

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- if agreed to between employer and worker; or on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- vi. A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- vii. A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

Family Responsibility Leave

Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –

- a. when the employee's child is born;
- b. when the employee's child is sick;
- c. in the event of a death of –
 - the employee's spouse or life partner;
 - the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

Statement of Conditions

- i. An employer must give a worker a statement containing the following details at the start of employment –
 - a. the employer's name and address and the name of the EPWP;
 - b. the tasks or job that the worker is to perform; and
 - c. the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - d. the worker's rate of pay and how this is to be calculated;
 - e. the training that the worker will receive during the EPWP.
- ii. An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- iii. An employer must supply each worker with a copy of these conditions of employment.

Keeping Records

- i. Every employer must keep a written record of at least the following –
 - a. the worker's name and position;
 - b. in the case of a task-rated worker, the number of tasks completed by the worker;
 - c. in the case of a time-rated worker, the time worked by the worker;
 - d. payments made to each worker.

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- ii. The employer must keep this record for a period of at least three years after the completion of the EPWP.

Payment for the Labour-Intensive Component of the Works

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

- i. An employer must pay all wages at least fortnightly in cash or by cheque or into a bank account.
- ii. A worker may not be paid less than the sectoral determination for Civil Engineering Works Task Grade 1.
- iii. A task-rated worker will only be paid for tasks that have been completed.
- iv. An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- v. A time-rated worker will be paid at the end of each month.
- vi. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- vii. Payment in cash or by cheque must take place –
 - (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (c) in a sealed envelope which becomes the property of the worker.
- ii. An employer must give a worker the following information in writing –
 - (a) the period for which payment is made;
 - (b) the numbers of tasks completed or hours worked;
 - (c) the worker's earnings;
 - (d) any money deducted from the payment;
 - (e) the actual amount paid to the worker.
- iii. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- iv. If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

Deductions

- i. An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- ii. An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- iii. An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- iv. An employer may not require or allow a worker to –

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- a. repay any payment except an overpayment previously made by the employer by mistake;
- b. state that the worker received a greater amount of money than the employer actually paid to the worker; or
- c. pay the employer or any other person for having been employed.

Health and Safety

- i. Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- ii. A worker must –
 - a. work in a way that does not endanger his/her health and safety or that of any other person;
 - b. obey any health and safety instruction;
 - c. obey all health and safety rules of the EPWP;
 - d. use any personal protective equipment or clothing issued by the employer;
 - e. report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

Compensation for Injuries and Diseases

- i. It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- ii. A worker must report any work-related injury or occupational disease to their employer or manager.
- iii. The employer must report the accident or disease to the Compensation Commissioner.
- iv. An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

Termination

- i. The employer may terminate the employment of a worker for good cause after following a fair procedure.
- ii. A worker will not receive severance pay on termination.
- iii. A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the manager the employer in advance to allow the employer to find a replacement.
- iv. A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.
- v. A worker who does not attend required training events, without good reason will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

Certificate of Service

On the termination of employment, a worker is entitled to a certificate stating:

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the EPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the EPWP;
- (f) the period for which the worker worked on the EPWP;
- (g) any other information agreed on by the employer and worker.

C3.4.7.3 LABOUR INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

In accordance with the principles of the Expanded Public Works Programme (EPWP) and the Code of Good Practice for Special Public Works Programmes issued under the Basic Conditions of Employment Act, all infrastructure projects implemented under EPWP must ensure that supervisory and management personnel possess the necessary competencies in labour-intensive construction methods.

All Supervisory and Management Personnel appointed to an EPWP project must demonstrate competence in the planning, supervision, and management of labour-intensive construction activities. These competencies must align with the EPWP Guidelines for Labour-Intensive Infrastructure Projects issued by the Department of Public Works and Infrastructure.

Minimum Training Requirements (SAQA Accredited)

Supervisory and management staff must have successfully completed **accredited labour-intensive construction training**, including the following **SAQA registered unit standards**:

- **Management Level (Project Managers / Engineers / Programme Managers)**
Manage Labour-Intensive Construction Processes
NQF Level: 5
- **Supervisory Level (Site Agents / Foremen / Site Supervisors)**
Supervision of Civil Engineering Construction Processes
NQF Level: 4
- **Technical / Implementation Level (Team Leaders / Leading Hands)**
Apply labour intensive construction systems and techniques to work activities
NQF Level: 2

Training must be provided by an accredited training provider recognized by the relevant Sector Education and Training Authority (SETA).

OR

Table 1: Labour-Intensive Skills Programme for Supervisory and Management Staff

Position / Role	Skills Programme	NQF Level	Purpose
Project Manager / Engineer / Programme Manager	Manage Labour-Intensive Construction Processes	NQF Level 5	Plan, manage and control labour-intensive construction projects
	Apply Labour-Intensive Construction Systems and Techniques to Infrastructure Projects	NQF Level 5	Integrate labour-intensive methods in project planning and design
Site Agent / Construction Manager	Manage Labour-Intensive Construction Processes	NQF Level 5	Oversee labour-intensive construction implementation
Site Supervisor / Foreman	Supervise Labour-Intensive Construction Processes	NQF Level 4	Supervise workers and ensure labour-intensive methods are followed
	Apply Labour-Intensive Construction Systems and Techniques to Infrastructure Projects	NQF Level 4	Implement labour-intensive construction techniques on site
Team Leader / Leading Hand	Apply labour intensive construction systems and techniques to work activities	NQF Level 2	Lead labour teams performing labour-intensive tasks

C3.4.7.4 EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

C3.4.7.4.1 Requirements for the Sourcing and Engagement of Labour

- i. 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.
- ii. Tasks established by the contractor must 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.
- iii. 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 6.1.3.
- iv. 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;

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- (c) where subsistence agriculture is the source of income;
- (d) Those who are not in receipt of any social security pension income.
 - v. The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
 - (a) 60 % women;
 - (b) 20 % youth who are between the ages of 18 and 35; and
 - (c) 2 % on persons with disabilities.

C3.4.7.4.2 Specific Provisions Pertaining to SANS 1914-5

i. Definitions

Targeted labour: Unemployment persons who are employed as local labour on the project.

ii. Contract participation goals

- a. there is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- b. The wages and allowances used to calculate the contract participation goal shall, with respect to both time-related and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

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

iv. Variations to SANS 1914-5

- a. The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

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

C.3.7.4.3 Training of Targeted Labour

- i. The contractor shall provide all the necessary CETA accredited 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.
- ii. The cost of the formal training of targeted labour, shall be measured and paid for in the schedule of quantities of this contract document.

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- iii. 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 formal training.
- iv. 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 (iii) above.
- v. This training should take place as close to the project site as practically possible. The City will ensure that training arrangements for participants are in place and appointment of the training provider facilitated in time.
- vi. Proof of compliance with the requirements of (ii) to (iv) must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

C3.4.7.4 Community Liaison Officer

The successful tenderer shall enter into an agreement with the ward Councillor/ward committee whereby the ward Councillor shall provide to the Contractor the following if necessary: A Community Liaison Officer (CLO) for liaison with the recipient community

The CLO shall attend all site and other meetings concerning the project.

The agreement shall make provision for the payment by the Contractor to the CLO a maximum amount calculated as follows:

Wage per month = The City of Tshwane's minimum T5 notch (Prior to deductions).

Community Strategy: The CLO shall be available full time on site when contractor is active. Furthermore, it will be required of him to liaise any pertinent communication to the community. He shall attend all site and technical meetings as well as steering committee meetings as well as steering committee meetings happen after hours.

If the project spans over more than one Ward, the relevant Ward Councillors shall agree on one CLO to be appointed by the Contractor. Should no agreement be found as envisaged, the relevant Project Manager together with the Executive Director (Divisional Head: Extended Public Works Programme), or their nominees, will interview prospective appointees and in their discretion appoint such CLO.

Notwithstanding the above, if the vastness of the project requires the use of more than one CLO, this will be permitted provided that the total monthly sum paid to all CLO's shall not exceed the amount allowed for in paragraph 5.3.

Should the Contractor experience any difficulties with the community, these difficulties shall immediately be brought to the attention of the Department/project manager who shall arrange a meeting with the relevant ward Councillor(s) and the CLO to resolve such difficulties.

The Contractor shall ensure that any Sub-contractor he may appoint shall adhere to these conditions but also subject to the provisos applicable to the duration of such sub-contract.

Should any of the above conditions be less favourable than any Bargaining Council Agreement or Act applicable to the Contractor, the more favourable condition will apply.

C.3.4.8 SOCIO-ECONOMIC PLAN

The tenderer shall provide an economic plan which will include the job creation plan (i.e. skills required and the number for each skill). The job creation plan where applicable should include interns.

The tenderer shall provide details of all training to be provided, through on-site, accredited training and formal training for employees at all levels to ensure they enhance their competence, and able to provide the required operation and maintenance skills across the various process streams. This shall also include SHEQ training.

The tenderer shall also detail the capacity building and skills transfer initiatives to be implemented so that the Employer can manage the facility on contract completion, in a seamless and sustainable manner.

C3.4.9 CONSTRUCTION MANAGEMENT SERVICE REQUIREMENTS

The Contractor shall appoint a Construction Manager whose duties will be to provide construction management and materials management services in line with the employer's objective, Description of Work.

C3.4.9.1 General

The construction manager shall, in order to achieve the employer's objectives, Description of Work,

- a) comply with agreements made with the employer and the local community, if any, monitor and report on project expenditure and costs and construction progress, and co-ordinate site activities,
- b) advise, assist and train the supported contractor on the job in terms of the contract between the employer and the supported contractor and, if so required in the specification data, arrange for the supply of certain items of equipment and the supply and delivery to site of materials,
- c) remain impartial in his dealings with the employer and the supported contractor,
- d) engage, on behalf of and with the approval of the employer, specialist contractors to execute parts of the works and coordinate the work of supported contractors and the specialist contractors,
- e) cooperate with other professional service providers appointed by the employer,
- f) visit the site at appropriate intervals during the various stages of construction in order to confirm that the supported contractor is making satisfactory progress, that he shows technical competence in the execution of all aspects of the works and generally fulfils all contractual obligations,
- g) provide continuous support to the supported contractor in order to ensure that the employer's objectives are achieved,
- h) operate within any structured framework developed by the employer to enable interim payments to be made to supported contractors within relatively short time frames,
- i) provide site facilities for the employer and his agents, as provided for in the specification data,

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- j) ensure the economic and efficient use of all plant and, to this end, maintain adequate records of plant usage,
- k) maintain detailed records of all costs relating to the construction of the works including those relating to the provision of construction management services, and report to the employer at intervals not exceeding one month on the financial status of the contract, and
- l) assist supported contractors in registering with a public body, if required, in terms of the specification data.

C3.4.9.2 Construction stage requirements

General

Following the award of the contract to the supported contractor, the construction manager shall, as a minimum,

- a) attend site and coordination meetings conducted by the employer and his agents,
- b) arrange weekly or fortnightly site progress meetings with the supported contractor and record and distribute the minutes thereof,
- c) liaise with the employer at coordination meetings at regular, agreed intervals and keep him fully informed regarding all aspects of the supported contractors' contracts,
- d) confirm insurance arrangements, notify insurers of all claims and ensure that all insurance policies are maintained,
- e) bring to the attention of the employer without delay any deficiencies in materials or in work performed by the supported contractor and follow up corrective actions which might be prescribed,
- f) inspect all exposed services, report in writing any damage to the employer and, subject to the approval of the employer, take the necessary action to have the damage repaired,
- g) implement and monitor approved security arrangements and recommend and implement changes which might be necessary, where required by the employer in terms of the specification data, arrange for the supply and erection of suitable name boards,
- h) maintain and update the assets register,
- i) monitor the progress of the supported contractor and submit monthly progress reports to the employer which provide information relating to,
 - progress in relation to the programme,
 - costs incurred in respect of materials, labour, plant, transport, specialist contractors and construction management services,
 - the actual cash flow compared with the predicted cash flow,
 - expected savings or excess expenditure,
 - site meetings,
 - details of plant hired, including standing-time charges, breakdowns and reasons for the use thereof, and
 - details regarding the theft of materials issued to site,
- j) coordinate and monitor the activities of the supported contractor and others involved in the works,

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- k) maintain all necessary site records and documentation including those pertaining to personnel on site, equipment, progress, deliveries of materials to supported contractors, variations to their respective contracts, quantities of work executed, etc.,
- l) ensure that the supported contractor implements a systematic testing programme,
- m) review and monitor the supported contractor's quality control systems,
- n) establish and maintain a list of defects and ensure that these are remedied,
- o) brief supported contractors on health and safety requirements, and
- p) verify claims for payment to supported contractors and other parties in accordance with the provisions of the contract.

Advice and assistance to the supported contractor

The construction manager shall, as a minimum,

- a) process and resolve supported contractors' queries regarding the interpretation of drawings, specifications and contractual matters pertaining to their respective contracts,
- b) motivate and guide supported contractors and, where necessary, recommend measures to expedite their progress,
- c) assist supported contractors with
 - the preparation and updating of a realistic and achievable programme,
 - the setting out of the works,
 - the management, administration and employment of their work forces,
 - the performance of their contracts,
 - all registrations required in terms of legislation and all applicable taxes and levies,
 - the preparation of payment certificates,
 - the handing over of the works to the employer upon completion, and
 - liaison with external organizations and the local community with regard to the works, and
- d) advise the supported contractor on safety measures which shall be implemented in order to comply with safety legislation.

Training

The construction manager shall, as a minimum,

- a) teach the supported contractors how to assess and order materials required for incorporation into the works,
- b) train, advise and guide supported contractors both in-house and on the job with regard to the following aspects of the contract:
 - the basic work techniques required to perform the contract;
 - the need to develop communication skills;
 - what is expected of a supported contractor;
 - health and safety requirements;
 - the need to execute appropriate tasks correctly the first time;
 - how to submit claims for payments;
 - how to control and motivate their work-forces;

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- the necessity for planning;
 - how to prepare and use construction programmes;
 - the relationship between tender pricing, productivity and profit; and
 - payment procedures for payments required in terms of the law, including all applicable taxes and levies, and
- c) act generally as a mentor to the supported contractor and facilitate, when appropriate, training of the supported contractor by other organizations.

Tools and equipment

The construction manager shall, as a minimum,

- a) advise supported contractors regarding their hand-tool requirements and assist them with the procurement thereof,
- b) arrange for the timeous supply and cost-effective use of items of equipment and plant required for the execution of the works which supported contractors are not, in terms of their contracts, required to provide,
- c) arrange for the supply of calibrated testing equipment to supported contractors, as required, and ensure that tests are properly carried out and the results forwarded to the relevant parties that require such information, and
- d) arrange for the supply of all fuel and power required for the operation of power-driven equipment and tools.

Materials (where materials management services are provided to supported contractors)

The construction manager shall, where a materials manager has been appointed, as a minimum,

- a) provide the materials manager with a programme of materials requirements, based on the programmes of supported contractors, at the commencement of their respective contracts and update such programmes as necessary,
- b) review supported contractors' requests for materials, adjust quantities, if necessary, and forward orders timeously to the materials manager,
- c) arrange with the materials manager for the delivery of materials direct to the site, where necessary,
- d) where required, collect materials from the materials manager's store and deliver to the site,
- e) monitor and approve the overnight storage of unused materials on the site by supported contractors or, should such materials not be suitable for overnight storage on site, arrange for their return to the store,
- f) determine appropriate allowances for tolerances and wastage on items where such allowances are not laid down in the supported contractor's scope of work, and
- g) reconcile quantities of materials issued to supported contractors with quantities used in the works and issue a materials reconciliation certificate to supported contractors upon completion of the works.

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Post-construction stage requirements

After the completion of the works associated with supported contractors' contracts, the construction manager shall, as a minimum,

- a) compile a completion report that includes:
 - the final cost of the works in respect of materials, labour, plant, transport, supervision and construction management services;
 - the time of completion relative to the programme;
 - the nature and extent of training received by the supported contractor;
 - details of damage to services and insurance claims;
 - details of the construction manager's staff and organizational structure, equipment purchased for the contract and establishment costs; and
 - details of actual expenditure compared with projected expenditure,
- b) monitor remedial work undertaken during the defects liability period and advise and assist the supported contractor as necessary, and
- c) return, if required, to the employer or dispose of in accordance with the employer's instructions, all items of equipment on the register of assets.

C3.4.10 MATERIALS MANAGEMENT SERVICE REQUIREMENTS

C3.4.10.1 General

The materials manager shall, in order to achieve the employer's objectives,

- a) procure, store and issue materials for incorporation into the works either to the construction manager, who will deliver such materials to the place of work or directly to the supported contractor,
- b) establish a stores facility which is capable, at short notice, of supplying all the materials required for the project in a reliable, efficient and cost-effective manner,
- c) establish and implement management procedures and systems for procuring, storing, issuing and accounting for materials that
 - take cognizance of specific storage requirements for individual materials,
 - comply with the employer's procurement policies and procedures,
 - provide for quality checks upon delivery,
 - provide for the processing and timeous payment of statements for materials supplied and the delivery of materials to site,
 - account for the quantities of materials that are procured, stored and issued to or on behalf of each individual supported contractor,
 - ensure that records are readily auditable and protect the employer against corruption and theft, and
 - allow the employer to be informed monthly as to the status of all aspects of the materials management,
- d) ensure that all possible trade and settlement discounts are obtained and that the most favourable prices are paid for materials, and
- e) ensure that all materials purchased and issued comply fully with the employer's specifications embodied in the scope of work of the supported contractors' contract or in the contract with the employer.

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C3.4.11 CONTRACT SKILLS DEVELOPMENT AND TRAINING (as per the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act): Standard for Developing Skills)

General Requirements

The Contractor shall:

- a) Plan, implement, manage, monitor and report on a Contract Skills Development Programme for the duration of the Contract.
- b) Ensure that the programme complies with:
 - CIDB Standard for Developing Skills through Infrastructure Contracts.
 - CIDB Practice Guides.
 - National Qualifications Framework (NQF).
 - Applicable legislation, including the Skills Development Act.
- c) Integrate skills development activities into the **construction programme** without compromising health, safety, quality or productivity.
- d) Provide meaningful workplace exposure aligned with the scope and sequencing of the Works.

Contract Skills Development Methods

The Contractor shall implement one or more of the following four (4) CIDB-prescribed methods, as appropriate to the nature of the Works, to achieve the CSDG:

Method 1: Occupational Qualifications

Provision of workplace learning leading to a part or full occupational qualification registered on the National Qualification Framework (NQF), including:

- Structured on-the-job training.
- Supervised practical exposure.
- Assessment through an accredited assessment body.

Method 2: Trade Qualifications

Provision of training leading to a listed trade qualification as published in Government Gazette No. 35625 of 31 August 2012, including:

- Apprenticeships or learnerships.
- Workplace practical training aligned with trade requirements.
- Preparation for trade testing.

Method 3: National Diplomas

Provision of structured workplace learning leading to a National Diploma registered on the NQF, including:

- Practical workplace modules.
- Logbooks and mentoring aligned to diploma requirements.

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- Coordination with accredited education institutions.

Method 4: Professional Registration

Provision of workplace experience and mentorship leading to registration in a professional category by a professional body listed in the CIDB Standard, including:

- Candidate registration support.
- Supervised professional experience.
- Structured mentorship and competency development

Beneficiary SelectionThe Contractor shall:

- a) Prioritise **previously disadvantaged individuals**, youth, women and persons with disabilities, where feasible.
- b) Ensure fair and transparent selection processes.
- c) Keep records of beneficiary details, enrolment and participation.

- **Supervision, Mentorship and Quality Assurance**

The Contractor shall:

- a) Appoint suitably qualified supervisors and mentors for all beneficiaries.
- b) Ensure that workplace learning is structured, supervised and relevant to the qualification outcomes.
- c) Maintain training records, logbooks and assessment evidence.

- **Monitoring, Reporting and Verification**

The Contractor shall:

- a) Submit **monthly progress reports** on skills development activities, including:
 - Number of beneficiaries.
 - Method applied.
 - Training progress and hours achieved.
 - Challenges and corrective actions.
- b) Submit quarterly CSDG performance reports aligned with CIDB reporting templates.
- c) Make all records available for audit, inspection and verification by the Employer, Engineer, CIDB or authorised entities.

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**CITY OF TSHWANE
WATER AND SANITATION BUSINESS UNIT**

CONTRACT NO: WSBU 13 2025/26: TENDER FOR THE COMPLETION OF WORKS AT THE 10ML KLIPGAT CONCRETE RESERVOIR, BULK WATER PIPELINE, VALVE CHAMBERS FOR A PERIOD OF TWELVE (12) MONTHS

C3.4.2 STANDARD SPECIFICATIONS

C3.4.2 STANDARD SPECIFICATIONS

C3.4.2.1 Standard Specifications

The applicable "Standard Specifications" shall be the document "Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005", issued by the General Manager: Roads and Stormwater of the City of Tshwane, read together with the Variations and Additions thereto.

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, Tshwane House, 320 Madiba Street

The abovementioned Standard Specifications do not cover all the different types of work included in the Contract. The general requirements for portions of the Works not covered by the Standard Specifications are described in the Particular Specifications.

References from, and variations and additions to the Standard Specifications and Particular Specifications are included in section **C3.6**

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Part C3: Scope of Work

**CITY OF TSHWANE
WATER AND SANITATION BUSINESS UNIT**

**CONTRACT NO: WSBU 13 2025/26: TENDER FOR THE COMPLETION OF
WORKS AT THE 10ML KLIPGAT CONCRETE RESERVOIR, BULK WATER
PIPELINE, VALVE CHAMBERS FOR A PERIOD OF TWELVE (12) MONTHS**

C3.5 MANAGEMENT

C3.5 MANAGEMENT

C.3.5.1 Construction Programme

The Contractor shall submit, within the period stated in the Contract Data, a suitable and realistic construction programme for the consideration of the Engineer.

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 regarding 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 if requested. Any constraints shall be classified as being time-related or 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.

Together with the programme as detailed above the contractor shall submit to the engineer a cash flow projection, indicating projected monthly invoice amounts. 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 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 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 to take steps as provided in Clause 9.2 of the General Conditions of Contract.

The approval by the Engineer of any programme shall have no contractual significance other than that the Engineer 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 to instruct the Contractor to vary the programme if required by circumstances. The Contractor is also referred to Clause 5.6 of the General Conditions of Contract when drawing up

his programme.

C.3.5.2 Community participation

Community participation consists of engagement of Project Steering Committees (PSC). A PSC will be established for the project. The functions of the PSC will be to:

- Assist in monitoring the project.
- Ensure that the community provide assistance to the contractor to ensure that he can execute the contract in accordance with the specifications and within time.
- Encourage the community to participate in the Labour-Intensive construction.
- Identify skills, skilled personnel and suppliers in the towns.

The PSC will not have the power to:

- Give any instructions to the contractor, except through the engineer.
- Become involved in the daily operations of the contractor or interfere with the contract works.

A monthly meeting will be held with the PSC to discuss relevant matters. The site agent and resident engineer will attend the meetings. The contractor will have to report on progress,

deviations from the programme, financial matters community related aspects, general problems and co-operation at the meeting. The PSC members will not receive any remuneration for attending, and they must provide their own transport

The committee, which may be chaired by the Ward Councillors, shall consist of representatives of:

- (a) The Ward Councillor(s)
- (b) The Client
- (c) The Engineer
- (d) The Contractor
- (e) The CLO(s)
- (f) Members of Ward Committees nominated by Ward Councillor(s)
- (g) Local Security Company

C3.5.3 Recording of weather and extension of time due to abnormal rainfall

The Contractor shall supply, install, calibrate and maintain on site a tipping-bucket type electronic rain gauge with an integrated data logger, suitable for outdoor use and compliant with standard meteorological practice for rainfall measurement.

The instrument shall as a minimum:

- Measure rainfall in metric units (mm) with a resolution not exceeding 0,2 mm per tip and an accuracy of $\pm 2\%$ or better over the normal operating range.

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- Automatically record and store the date and time of each tip/event in non-volatile memory, enabling determination of rainfall depth, rate and duration for any day during the contract period.
- Provide automatic calculation and display/export of daily rainfall totals and cumulative rainfall over user-selectable periods (at least daily, weekly and monthly).
- Have sufficient onboard data storage for at least 24 months of rainfall data when sampled at event level, or be fitted with a communication module (e.g. GSM / LTE or Wi-Fi) that automatically uploads data to a secure web portal or server for archiving and retrieval.
- Be supplied complete with mounting mast/stand, levelling device and bird/debris guards, installed in an open location free from local obstructions and splash, in accordance with the manufacturer's instructions and good hydrometeorological practice.

The Contractor shall ensure that the electronic rain gauge is operational before commencement of weather-sensitive work and remains in continuous operation for the duration of the Contract, with routine inspection, cleaning and functional checks carried out at intervals not exceeding one month and after significant storm events.

Daily rainfall figures and associated electronic records shall be downloaded or retrieved at least monthly and whenever rainfall is considered by the Contractor to justify an extension of time, and shall be printed or exported in tabular form and recorded in the site diary / weather register for the Engineer's verification and signature within 10 days after such rainfall occurs, in accordance with the Contract.

The electronically recorded rainfall data (event log and daily totals), together with any agreed weather-lost working day records, shall constitute the primary basis for determining abnormal rainfall and assessing extensions of time in terms of Method 1 or Method 2 as defined in the Contract Data.

C3.5.4 Management meetings

They shall be responsibility of Contractor having necessary representatives with the necessary delegated authority in respect of aspects such as planning, change management, health and safety.

C3.5.5 Forms for contract administration

City of Tshwane standard forms for contract administration purposes shall be used in the project and stipulated in the Site Management Manual

C3.5.6 Electronic payments

City of Tshwane requirement shall be made known to the Contractor.

C3.5.7 Daily records

Daily requirements of resources (people and equipment employed), or site diaries in respect of work performed on site, and where such documents are kept shall follow the City of Tshwane Site Management Manual.

C3.5.8 Guarantees

Guarantees are to be lodged, collected and released in accordance with the Contract Data.

C3.5.9 Payment certificates

The requirements for substantiation of claims in payment certificates to expedite verification and certification by the employer are stipulated in the City of Tshwane Site Management Manual.

C3.5.10 Permits

Contractor shall be responsible for his staff's security and entrance permission.

C3.5.11 Proof of compliance with the law

None.

C3.5.11 Insurance provided by the employer

The copies of insurance effected by the employer can be obtained from the Project Manager.

C3.5.12 Construction Programme

The Contractor shall supply within the period stated in the Contract Data a suitable and realistic construction programme that is based on the construction drawings issued by the Engineer, for consideration by the Engineer. This programme shall show the proposed scheduling and methods of execution of the Works, as well as the resources that will be allocated to each item or phase of the Works. Quantities proposed for execution during each month must be shown. In addition, the anticipated cashflow for the Contract, based upon these quantities, shall be shown following the prescribed format.

The Contractor will be expected to progress with the Works in accordance with the approved programme, and shall not deviate from the order of execution shown in the programme without the prior approval of the Engineer or his Representative. Should such approval be given an adjusted programme shall be produced within five (5) working days and submitted to the Engineer for evaluation.

Progress in advance of the programme on certain portions or phases of the Works shall not be considered adequate reason for poor progress on another portion or phase.

C3.5.13 Site Administration

Acceptance control, record keeping and payment certificates shall be done in accordance with the Engineer's standard system except if the Engineer approves that the Contractor's standard system may be used.

C3.5.1.14 Daily Site Diary

The daily site diary shall be kept up to date by the Contractor's Representative and will be signed on a daily basis by the Engineer's Representative.

C3.5.1.15 Information in Respect of Plant

Information relating to plant on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given for each day of the month. A distinction shall be made between the plant in working order and plant out-of-order. Such inventory shall be submitted by the first day of the month following the month to be reported.

C3.5.16 Information in Respect of Labour

Information relating to labour and management on Site shall be recorded in the daily site diary in addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.

C3.5.17 Rainfall Records

Rainfall records for the period of construction shall be taken on Site and recorded in the daily site diary. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.

C3.5.18 Site Instructions

Site instructions issued by the Engineer, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's representative unless a break in the sequence of numbers is brought to the notice of the Engineer in writing immediately.

C3.5.19 Site Meetings

The Contractor and his authorised representative shall attend all meetings held on the Site with the Employer and the professional team at dates and times to be determined by the Engineer. Such meetings will be held to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise. It is not the intention to discuss day-to-day technical matters at such meetings. The Contractor shall submit monthly progress reports as required in Clause 4.21 of the Conditions of Contract.

C3.5.20 Payment Certificates

Monthly progress payment certificates shall be submitted to the Engineer's Representative on Site not later than the 20th of each month (or on the last working day prior to this date) in order to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate.

Where dayworks have been instructed by the Engineer, the Contractor shall submit the returns to the Engineer for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Daywork returns shall be submitted on forms following the standard format to be issued at project commencement. Failure to comply with the terms of this clause will result in non-payment for such dayworks.

The tax invoice submitted with the certificate shall be dated the date of submission to the Engineer of the payment certificate that was agreed between the Contractor and the Engineer. All costs for the preparation and submission of progress certificates shall be borne by the Contractor.

C3.5.21 Occupational Health and Safety Act

The Contractor shall complete the Returnable Schedule T2.2.6 in Section T2.2 bound in this document and designate in writing the name of the responsible person required under sub-clause 1 of the General Safety Regulations R11 (the Regulations) issued under the Occupational Health and Safety Act, 1993, No 95 of 1993, (the Act).

The responsible person shall carry out the duties required of him in terms of the Act and the Regulations, including conducting regular inspections of the Site and of the Contractor's Equipment in order to ensure they are safe and without risk to the health of the Employer's Personnel, the Contractor's Personnel and the public at all times. All inspection certificates shall be up-to-date before the Contractor's Equipment is used at any stage of the Contract. This especially applies to scaffolding, lifting equipment and vessels under pressure, which require legal certification.

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The Contractor shall also provide personal safety equipment and facilities as required by regulation 2 of the Regulations. In order to deal with accidents and ailments which are likely to occur during the Contract the Contractor shall provide a fully equipped and maintained first aid cabinet as required by regulation 3 with the minimum contents listed in the Annexure to the Regulations. The Employer has the authority to inspect any of the Contractor's Equipment at any time during the Contract as may be desired.

C3.5.1.22 Community Liaison and Community Relations

In all dealings with communities through which the Works are to be executed, and in all dealings with workers employed from within such communities, the Contractor shall take due cognisance of the character, culture and circumstances of the specific community, and shall at all times use his best endeavours to avoid the development of disputes and rather to foster a spirit of co-operation and harmony towards the project.

The Contractor shall at all times, keep the Engineer fully informed regarding all matters affecting or negotiated between the Contractor and the community, and he shall attend all liaison meetings as may be arranged by the Engineer and/or the Employer. All matters concerning the community shall be discussed and where possible, resolved at such meetings.

Where any resolution during such negotiations or at such meetings shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rates and prices and/or that a delay in the progress of the Works will result, he shall be entitled to submit a claim in terms of Clause 20 of the Conditions of Contract, provided always that the period of twenty-eight (28) days referred to in Clause 20 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

C3.5.1.23 Features Requiring Special Attention

(a) Built-up Areas

The Contractor's attention is drawn to the fact that the Works will be constructed on the existing reservoirs site. The Contractor shall exercise all necessary precautions and take all necessary steps to ensure the safety and convenience of the staff and public. In addition, the Contractor shall provide access for traffic over and through the works. Allowance must be made by the Contractor in his programming for delays resulting from the aforesaid.

(b) Care of the Site

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

C3.5.1.14 Notices, Signs, Barricades and Advertisements

Notices, signs and barricades as well as advertisements may only be erected where approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

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The Engineer shall have the right to have any sign, notice or advertisement moved to another location, or to have it removed from the Site of the Works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

C3.5.1.16 Precautions against nuisance

The Contractor shall exercise all necessary precautions and take all necessary steps to ensure the safety and convenience of the public, including the prevention of unnecessary noise, dust or other nuisance. Where applicable, the Contractor shall provide access for traffic over and through the Works, and for residents to their places of abode, all as described in the Specifications.

Any rock or debris falling from trucks on the roads in use by the public shall be removed immediately. Precautions shall be taken to prevent fouling of public roads and completed works by trucks transporting muddy material. The Engineer may order the Contractor to broom off and clean roads continuously where the mud tracking of vehicles or falling debris may constitute a danger to the travelling public.

Allowance should be made by the Contractor in his construction programme for delays that may result from foreseen and unforeseen actions that are required to ensure the safety and convenience of the public.

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WATER AND SANITATION BUSINESS UNIT**

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C3.6 PARTICULAR SPECIFICATIONS AND VARIATIONS AND ADDITIONS TO THE STANDARD SPECIFICATIONS

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C3.6 CORRECTIONS AND AMENDMENTS TO THE STANDARD SPECIFICATIONS FOR MUNICIPAL CIVIL ENGINEERING WORKS, THIRD EDITION 2005

C3.6.1 SECTION 001: GENERAL REQUIREMENTS AND CHARGES

B001.05 Community Liaison Officer

Change the following:

Item	Description	Unit
B001.05	Community Liaison Officer	per month

The tendered rate shall include full compensation for the appointment of a community liaison officer for the duration of the construction works.

Payments shall be made in monthly instalments for each month the community liaison officer is employed. Rate will be the City of Tshwane’s minimum T5 monthly notch include a 10% mark-up fee for the contractor. Annual rate increase depends on annually approved City of Tshwane salary increase.

B001.05.01	Contractor’s mark up on item B001.05 (limit to maximum of 10%)	Unit percentage
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The unit of additional payment for charges and profit on item B001.05 shall be percentage as given in the bill of quantities, restricted to the maximum of 10%.

Add: B001.06.01: Targeted Labour **Unit**

Training of targeted labour provisional sum

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 workers’ health and safety.

The project manager, together with the consultant, shall be responsible for providing of the Construction education and training authority (CETA) accredited training providers.

The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.

The contractors shall do nothing to dissuade targeted labour from participating in the above-mentioned training programmes.

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 C.3.7.4. Provision for allowances is included in the provisional sum.

All labourers on site must wear the necessary protective clothing including an overall. All labourers must also wear a bright reflected jacket over their overall. On the front of the overall the “City of Tshwane” name must appear with the CoT logo on the left-hand side and the EPWP sectorial logo must appear on the right. On the back, the letters “EPWP” must appear

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Payment: Contractor to submit three (3) quotations from reputable accredited training service providers before commencement of any training. Payment shall be made paid upon receiving training certificates.

Add: SECTION 108: REMOVAL OF VANDALIZED ITEM AND DELIVER THEM TO CITY OF TSHWANE METROPOLITAN DEPOT

Item	Description	Unit
B108,01	Vandalized 600mm Bulk Meter	number
B108,02	Vandalized 400mm diameter Butterfly Valve	number
B108,03	Vandalized 600mm diameter Butterfly Valve	number
B108,04	Damaged Concrete Cover slabs	number

All Vandalized materials deemed redundant will removed and the unit of measurement shall be the number (No).

Payments shall be made when vandalised items specified are confirmed to have been removed by engineer.

Add: SECTION 406: VALVES AND HYDRANTS: COMPLETION OF ALL OUTSTANDING COMPONENTS AND MODIFICATIONS ON THE 400MM ELECTRONIC CONTROL VALVES IN THE VALVE CHAMBER HOUSE : EXISTING SINGER MODEL VALVE - ALTITUDE ELECTRONIC PRESSURE CONTROL VALVE IN THE CHAMBER HOUSE – OUTSTANDING WORK SPECIFICATIONS:

Details of equipment required to upgrade current valve on site to original tender specification

400mm control valve – Main Line valve

400mm model #S106-A-Type-2-RF-SC-AC combination altitude, rate of flow, solenoid shut off & Anti-Cavitation valve, complete auxiliary control pilot system, to be installed on site at Klipgat reservoir. The auxiliary control pilot system to include the following features:

The Altitude feature, Model #A-type-2 allows normal forward flow to fill the reservoir to the maximum level and then closes drip-tight at the set-point. It opens to refill the tank once the level drops a fixed distance below the highwater level. The altitude pilot shall have a range of between 3 and 18meters

The Rate of flow feature, Model #-RF is ideal for limiting the flow to a pre-determined maximum (via maintaining a continuous pressure differential across an orifice). When the pressure differential is less than the set-point, the valve opens, allowing flow to meet pre-determined demand. At the desired maximum set-point, the pilot reacts to small changes in sensing pressure and controls the main valve position by modulating the pressure above the diaphragm. When the pressure drop across the orifice (already installed) exceeds the set-point, the valve closes slightly, limiting the flow to the pre-set maximum. The orifice is sized to generate a pressure differential of 0.2 to 0.35 bar at the desired flow. Adjusting the pilot setting permits the maximum flow to be changed in the field above or below the original point.

The Solenoid shut off feature, Model #-SC provides an electrical on-off position over-ride. The solenoid either admits inlet pressure into the main valve operating chamber or releases pressure from the operating chamber. The solenoid pilot system is piped to discharge at the valve outlet, but can be piped to discharge to drain (atmosphere) depending of available differential pressure on site. The solenoid control is available with the main valve closed when the solenoid is energized, meaning the solenoid is normally open (NO - Normally Open).

The auxiliary control system shall also be fitted with stainless steel auxiliary compression fitting, stainless steel

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tubing, large capacity pilot inlet strainer, ball valves and gauges.

Additional requirements

The above 400mm altitude control valve shall be fitted with the Model #X156 linear inductive position transmitter

The X156 Linear Inductive Valve Position Transmitter electronically indicates the position of the valve and is ideal for applications where precision and accuracy is required. It is mounted directly to the main valve stem and uses an external source of 24VDC power, a 4 to 20mA signal proportional to valve stroke is generated and transmitted. The zero and span are fully adjustable over the complete range of stroke. The ports opposite the main valve auxiliary control system shall be utilized for pressure transducers and shall be retrofitted with isolating ball valves and the required stainless-steel fittings, which will terminate with a ½” process connections, allowing for direct mounting of pressure transducers upstream and downstream of the valve.

model #SPI Single point insertion meter

Offer the SPI (which will be connected to the two valves), remove the valves from the pipeline and modify the valves slightly. Currently the 400mm valves has a ¾” (20mm) process connection (at the inlet of the valves) and the 150mm has a ½” (15mm) process connecting. The SPI insertion meter Probe is 1” (25mm) in diameter and as a result, can not fit the existing valves. The valves will be machined and the ports will be increase to 25mm at supplier factory, it unfortunately can not be done on site.

150mm control valve – By-Pass valve

Details of equipment required to upgrade current valve on site to original tender specification

150mm model #S106-A-Type-2-RF-SC-AC combination altitude, rate of flow, solenoid shut off & Anti-Cavitation valve, complete auxiliary control pilot system, to be installed on site at Klipgat reservoir. The auxiliary control pilot system to include the following features:

The Altitude feature, Model #A-type-2 allows normal forward flow to fill the reservoir to the maximum level and then closes drip-tight at the set-point. It opens to refill the tank once the level drops a fixed distance below the highwater level. The altitude pilot shall have a range of between 3 and 18meters

The Rate of flow feature, Model #S106-RF is ideal for limiting the flow to a pre-determined maximum (via maintaining a continuous pressure differential across an orifice). When the pressure differential is less than the set-point, the valve opens, allowing flow to meet pre-determined demand. At the desired maximum set-point, the pilot reacts to small changes in sensing pressure and controls the main valve position by modulating the pressure above the diaphragm. When the pressure drop across the orifice (already installed) exceeds the set-point, the valve closes slightly, limiting the flow to the pre-set maximum. The orifice is sized to generate a pressure differential of 0.2 to 0.35 bar at the desired flow. Adjusting the pilot setting permits the maximum flow to be changed in the field above or below the original point.

The Solenoid shut off feature, Model #S106-SC provides an electrical on-off position over-ride. The solenoid either admits inlet pressure into the main valve operating chamber or releases pressure from the operating chamber. The solenoid pilot system is piped to discharge at the valve outlet, but can be piped to discharge to drain (atmosphere) depending of available differential pressure on site. The solenoid control is available with the main valve closed when the solenoid is energized, meaning the solenoid is normally open (NO - Normally Open).

The auxiliary control system shall also be fitted with stainless steel auxiliary compression fitting, stainless steel tubing, large capacity pilot inlet strainer, ball valves and gauges

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150mm Telemetry requirements

The above 150mm altitude control valve shall be fitted with the Model #X156 linear inductive position transmitter. The X156 Linear Inductive Valve Position Transmitter electronically indicates the position of the valve and is ideal for applications where precision and accuracy is required. It is mounted directly to the main valve stem and uses an external source of 24VDC power, a 4 to 20mA signal proportional to valve stroke is generated and transmitted. The zero and span are fully adjustable over the complete range of stroke. The ports opposite the main valve auxiliary control system shall be utilized for pressure transducers and shall be retrofitted with isolating ball valves and the required stainless-steel fittings, which will terminate with a 1/2" process connections, allowing for direct mounting of pressure transducers upstream and downstream of the valve.

The completion of outstanding components and modifications on the electronic control valve system to be as per specifications.

B406.01	Supply, Modify and install model #S106-A-Type-2-RF-SC-AC comb. altitude, rate of flow, solenoid shut off & Anti-Cavitation valve, complete auxiliary control pilot system, to be installed onto existing control valve on-site .	sum
B406.02	Supply, Modify and installation Model #X156 Linear inductive valve position indicator to be installed onto existing control valve on-site.	sum
B406.03	Supply, Modify and install Model #SPI single point insertion meter complete with 5meters of cabling and convertor box to be installed onto existing control valve on-site	sum
B406.04	Supply, Modify and install model #S106-A-Type-2-RF-SC-AC comb. altitude, rate of flow, solenoid shut off & Anti-Cavitation valve, complete auxiliary control pilot system, to be installed onto existing control valve on-site.	sum
B406.05	Supply, Modify and installation of all outstanding Components - Model #X156 Linear inductive valve position indicator to be installed onto existing control valve on-site at Klipgat reservoir.	sum
B406.06	Supply, Modify and install - Model #SPI single point insertion meter complete with 5meters of cabling and convertor box to be installed onto existing control valve on-site.	sum

The amount of Tender Sum must include Supply, Modify and install for all items specified.

Payments shall be made once the engineer has certified the work.

Add **B801.03.06: Supply and install level indicators**

B801.03.06	Supply and install level indicators maintenance free, durable, indicator to be fixed to wall of reservoir, tenderer to submit proposals for the following:	
B801.03.06.01	a) 5 MI reservoir, existing	No
B801.03.06.02	b) 1,2 MI reservoir, existing	No
B801.03.06.03	c) 10 MI reservoir, new	No

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The Engineer must inspect the installation to ensure that it meets requirements

The tender amount to include supply and installation of level indicators

Payment will be made upon certification by engineer.

Add: B801.12 SECTION 801: CONCRETE RESERVOIRS - SEALING

The City of Tshwane reserves the rights to reduce this scope of work (Items below) based on the outcomes of physical conditional assessment of reservoir existing seal and after the initial water tightness test done. The Concrete reservoir Sealing to be done by suitable accredited specialists approved by the engineer.

Item	Description	Unit
B801.12.01.01	Site establishment, HIRA and safety file compliance	sum
B801.12.01.02	Cleaning of substrate - mechanical and chemical as required	sum
B801.12.01.03	Application of base coat to total inside of reservoir - floor, wall and roof	m ²
B801.12.01.04	Installation of water-proofing system on floor and inside wall of reservoir	m ²
B801.12.01.05	Application of fibre with flex for positive seal (250mm vertical and horizontal overlap) from floor to wall	sum
B801.12.01.06	Application of fibre with flex for positive seal (250mm vertical and horizontal overlap) from roof to wall	sum
B801.12.01.07	Application of Seal protective coat over Base system on floor and inside wall of reservoir	m ²
B801.12.01.08	Application of Dampened final coat over floor, wall and roof of reservoir (Block brush finish)	m ²
B801.12.01.09	Application of fibre (500mm overlap roof & wall) on outside of reservoir over construction joint between roof and wall	sum
B801.12.01.10	Application of final UV stable Seal layer (2 coats) over fibre (500mm overlap) on outside of reservoir	sum
B801.12.01.11	Site clearing and de-establishment	sum
B801.12.01.12	Emptying of reservoir and testing of the relined reservoir for water tightness	sum

Upon the resealing of the reservoir should there be any further leaks detected; it will at the contractor cost. Payment will be done once the work is completed and certified and approved by the engineer.

Add: SECTION 1003: ENERGISING, PRE COMMISSIONING AND HAND-OVER

Item	Description	Unit
B1003.1	Supply, install and commissioning Electrical Distribution Board (Power requirement minimum 24V DC) in the Valve Chamber Building	Sum
B1003.2	Supply, install and commissioning, Energising of CP TRU530	Sum
B1003.3	Set-Up and Pre-Commissioning of TRU	Sum
B1003.4	Commissioning - Data Logging	Sum
B1003.5	Manufacturers Operating and Maintenance Manuals - Electrical	Sum
B1003.6	Electrical C.O.C CP System	No

Payment will be paid once system have been tested and its operational, and the C.O.C certificate from qualified

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electrician have issued and certified by an engineer.

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WATER AND SANITATION BUSINESS UNIT**

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C3.7 REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS: HEALTH AND SAFETY SPECIFICATION

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1. INTRODUCTION AND BACKGROUND

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

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

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

Implementation of the Health and Safety Specification

This specification forms an integral part of the contract, and the Contractor is required to use it at pre-construction phase when drawing up project-specific construction phase health and safety plan.

Note: It is still and will be the responsibility of every professional consultant, contractor, sub-contractor, and services provider to make themselves conversant with the various Acts pertaining to their profession at all times.

This document does not purport to be an exhaustive canvassing of all issues and duties imposed by the Occupational Health and Safety Act, Act 85 of 1993 of Regulations governing the duties and obligations of a contractor performing duties i.e., an agreement with the client (Sect 37(2)). The various duties imposed on a contractor are more fully described in the OHS Act, Act 85 of 1993 and its regulations and the contractor should acquaint her/himself therewith before commencing with any work.

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

2. PROJECT SCOPE

- a) Site Establishment
- b) Site Clearing and Grubbing
- c) Construction of Valve Chambers
- d) Construction of Manhole Covers
- e) Gabions and Stone Pitch
- f) Concrete Works
- g) Land Scaping and Grassing
- h) Parameter Fencing
- i) Completion of Works on the 10ML Reservoir
- j) Testing of Pipes
- k) Replacement of Damaged Pipes
- l) Cleaning
- M) Decommissioning of Site

3. DEFINITIONS

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

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

4. CITY OF TSHWANE'S COMMITMENT TO OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENTAL (SHE) MANAGEMENT

City of Tshwane is committed to responsible occupational health, safety, and environmental management. This commitment is essential to protect the environment, employees, Mandatories, visitors and provide a work environment conducive to health and safety. Principal Contractors and their Contractors shall demonstrate their commitment and concern by:

- Ensuring that decisions and practices affecting occupational health, safety and environmental performance are consistent with the issued SHE specification;
- Ensuring adequate resources are made available for the effective implementation of occupational health, safety and environmental control and mitigation measures;
- Participating in hazard identification and risk assessments and design safety reviews;
- Communicating occupational health, safety and environmental management processes, strategies, and control measures with all levels of employees, contractor and/or visitors;
- Ensuring visible leadership at all sites;
- Promoting and enforcing the use of correct types of Personal Protective Equipment (PPE);
- Reporting and investigation of incidents and accidents and ensuring actions are identified and implemented to prevent similar types of incidents reoccurring;
- Participating in Client audits and meetings and ensuring required actions are implemented within reasonable time frames on the site/project;
- Recognizing and commending safe work practices and coaching employees who require guidance;

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- Applying and enforcing consequence management from deviations and transgressions of/from compliance to this SHE Specification noted and/or observed, where applicable;
- Carrying out safety observations, implement corrective and preventative actions and giving immediate feedback;
- Encouraging employee participation in the formulation of work instructions and safety rules.

5. GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS HAZARD IDENTIFICATION AND RISK ASSESSMENT (CONSTRUCTION REGULATION 9)

- **Risk assessments**

Annexure 4 of this specification contains a list of risk assessment headings that have been identified by the Client as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is only offered as assistance to the contractors intending to tender for the applicable works. It therefore remains the overall responsibility of the principal contractor to consider all applicable risks and pro-actively undertake risk assessments and implement appropriate risk mitigation measures.

- **Development of risk assessments**

Every principal contractor performing construction work shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, ensure that risk assessments are undertaken by a competent person, appointed in writing, and the risk assessments shall form part of the occupational health and safety plan and be implemented and maintained as contemplated in Construction Regulation 7(1)(a).

The risk assessments shall include, at least:

- a. The identification of the current as well as emerging risks and hazards to which persons may be exposed to;
- b. The analysis and evaluation of the risks and hazards identified;
- c. A documented plan of safe working procedures (SWP) and any method statements to mitigate, reduce or control the risks and hazards that have been identified;
- d. A plan to monitor the application of the SWPs; and
- e. A plan to review the risk assessments as the work progresses and changes are introduced or incidents occurred which requires the re-evaluation of the processes/risk mitigation.

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

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

Despite the risk assessments listed in Annexure 4, the principal contractor is required to conduct a baseline risk assessment and the aforesaid risk assessments must be incorporated into the baseline risk assessment.

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The baseline risk assessment must further include the SWPs and the applicable method statements for activities with high-risk values based on the risk assessments.

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

- **Review of risk assessments**

The principal contractor is to review the hazards identified, the risk assessments and the SWP as the contract works develop and progress and each time changes are made to the designs, plans and construction methods and/or processes.

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

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

6. LEGAL REQUIREMENTS

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

- OHSACT and a current, up-to-date copy of the OHSACT and its Regulations must be available on site at all times;
- Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (COIDA) as amended. The principal contractor will be required to submit a letter of registration and “good-standing” from the Compensation Commissioner or compensation insurer before being awarded the contract. A current, up-to-date copy of the COIDA must be available on site at all times; and
- National Environmental Management Act 1998. The contractor will be required to comply with environmental programme as set out in the project Environmental Management Plan.

7. STRUCTURE AND RESPONSIBILITIES

Overall supervision and responsibility for occupational health and safety

- a. The principal contractor [appointed in terms of Construction Regulation 5(1)(k)] is responsible to implement and maintain the occupational health and safety plan approved by the Client.
- b. The Chief Executive Officer (in terms of Section 16(1) of the OHSACT) of the principal contractor is to ensure that the Employer (as defined in the OHSACT) complies with the OHSACT. Annexure 1 “Legal Compliance Checklist” may be used for this purpose and assistance.
- c. The principal contractor’s Chief Executive Officer may appoint any person reporting to him/her as Designated Person in terms of Section 16(2) of the OHSACT. Such Designated Person is

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responsible to assist the Chief Executive Officer to ensure that the Employer complies with the requirements of the OHSACT.

- d. The construction manager, assistant construction manager, construction supervisor and assistant construction supervisor(s) appointed in terms of Construction Regulation 8 are responsible for supervising the construction work and in specific to ensure that all work undertaken comply with the requirements of the OHSACT, its Regulations and the Client’s specifications.

Operational responsibilities for occupational health and safety

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

Appointment description	Appointment required in terms of
Assistant construction manager	Construction Regulation 8(2)
Assistant construction supervisor	Construction Regulation 8(8)
Construction manager	Construction Regulation 8(1)
Construction supervisor	Construction Regulation 8(7)
Construction vehicle, mobile plant and machinery supervisor	Construction Regulation 23
Drivers of construction vehicles and operators of plant	Construction Regulation 23
Electrical appliances inspector	Construction Regulation 24
Emergency, security, and fire Coordinator	Construction Regulation 29
Excavation supervisor	Construction Regulation 13
First-aiders	General Safety Regulation 3
Firefighting equipment inspector	Construction Regulation 29
Hazardous chemical Agents supervisor	HCA Regulations 2021
Incident investigator	General Administrative Regulation 9
Ladder inspector	General Safety Regulation 13(a)
Lifting equipment inspector	Construction Regulation 22
Occupational health and safety Committee	OHSACT Section 19
Occupational health and safety officer	Construction Regulation 8(5)
Occupational health and safety Representatives	OHSACT Section 17
Person responsible for machinery	General Machinery Regulation 2
Risk assessor	Construction Regulation 9(1)
Stacking and storage supervisor	Construction Regulation 28
Traffic management supervisor	OHSACT Section 9(1)
Traffic safety officer	OHSACT Section 9(1)
Working on, over or next to water Supervisor	Construction Regulation 26

These

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

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Copies of appointments must be submitted to the Client together with concise CV's and proof of competence of the appointees as part of the principal contractor's health and safety plan and if appointed copies of the appointments included in the occupational health and safety file.

All appointments must be approved by the Client and any changes of appointees or appointments must be communicated to the Client and agreed upon before being implemented.

The principal contractor must, furthermore, provide the Client with an organogram of all contractors that he/she has appointed or intends to appoint. This list must be kept up to date.

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

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

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

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

- a. The health and safety representative must assist in ensuring compliance with health and safety in the workplace.
- b. Occupational health and safety representatives must be included in accident and /or incident investigations.
- c. Occupational health and safety representatives must attend all occupational health and safety committee meetings.

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

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

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

- a) Opening and welcome.
- b) Members present, apologies and absent.
- c) Minutes of previous meeting.

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- d) Matters arising from the previous meeting.
- e) Occupational health and safety representatives' reports.
- f) Incident and/or accident reports and investigations.
- g) Incident, accident, and/or injury statistics.
- h) Other matters.
- i) Endorsement of registers and other statutory documents by a duly authorised representative of the principal contractor.
- j) Close and next meeting.

8. MANDATORIES

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

9. ADMINISTRATIVE CONTROLS AND THE OCCUPATIONAL HEALTH AND SAFETY FILE

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

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

- a. Copy of the construction work permit (for applicable projects) (Construction Regulation 3)
- b. Notification of construction work (Construction Regulation 4.).
- c. Updated copies of the OHSACT and its Regulations as well as the COID Act (General Administrative Regulation 4.).
- d. Proof of registration and good standing with the Compensation Commissioner or a COID Insurer [Construction Regulation 5(1)(j)].
- e. Occupational health and safety plan agreed with the Client including the underpinning risk assessment(s) and method statements [Construction regulation 7(1)].
- f. Copies of occupational health and safety committee meetings and other relevant minutes.
- g. Designs and/or drawings [Construction Regulation 7(1)(b)].
- h. A list of contractors (sub-contractors) including copies of the agreements between the parties, proof of good standing with the Compensation Commissioner or COID Insurer, and the type of work to be undertaken by each contractor (Construction Regulation 7).
- i. Appointment and designation forms as:
 - a) The following registers:
 - b) Accident and/or incident register (Annexure 1 of the General Administrative Regulations);
 - c) Occupational health and safety representatives' inspection register;
 - d) Construction vehicles and mobile plant inspections by controller;

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- e) Daily inspections of vehicles, plant and other equipment by the operator, driver and/or user;
- f) Designer’s inspections and structures record;
- g) Inspection and maintenance of explosive actuated fastening devices;
- h) Inspection of electrical installations (including inspection of portable electrical tools, electrical equipment, and other electrical appliances);
- i) Fall protection inspections;
- j) First-aid box content;
- k) Record of first-aid treatment;
- l) Fire equipment inspections and maintenance;
- m) Record of hazardous chemical agents kept and used on site;
- n) Ladder inspections;
- o) Machine safety inspections (including machine guards, lock-outs etcetera);
- p) Inspection registers and logbooks for lifting machines and –tackle (including daily inspections by drivers/operators);
- q) Inspections of scaffolding;
- r) Inspections of stacking and storage;
- s) Inspections of structures;
- t) Pressure equipment inspections; and
- u) Inspections of welding equipment.
- v) All other applicable records.

The following will be used to evaluate the contractor’s health and safety file for approval.

Evaluation Checklist					
No.:	Element	Requirements	Pos	C	Comments
1	Copy of Project Appointment Letter	A copy of project appointment issued by the client to the principal contractor available on file	2		
2	Client SHE Specification	Is the client issued SHE specification included in the safety file?	2		
3	Notification of Construction Work CR4(1)	Is there a completed notification of construction work and proof that it was submit to DOL?	2		
4	Project Scope	Is there a detailed project scope?	2		
5	Letter of Good Standing CR 5(1)(j)	Is there a valid letter of good standing issued by Compensation Commissioner or COID Insurer (FEMA)?	2		
6	OHS & Regulations	Is there a copy of OHS Act 85 of 1993?	2		
		Copy of Construction Regulations 2014	2		

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		Is there a copy of Compensation for Injuries and Diseases Act of 1993?	2		
7	Company Safety, Health and Environmental Policy	Is the company H&S Policy in place?	2		
		Is the policy signed off by the CEO ?	2		
8	Management of Sub-Contractors: CR 7	Is there a list of sub-contractors and agreements in place?	2		
9	Arrangements with contractors and or mandataries: OHSact Sec 37.2	Is there a signed copy of mandatary agreement between the contractor and employer?	2		
10	Meeting Records: OHSact Sec 19	Is there provision for recording and keeping SHE committee records?	2		
11	OHS Plan CR 7(1)(a)	Is there a site specific H&S Plan as per client SHE Specification?	2		
12	Medical Certificate of Fitness CR 7(1)(g)	All employees to have a valid medical certificate of fitness?	2		
13	Health and Safety Induction CR 7(5)	Are there provisions for worker's induction and toolbox training?	2		
14	Risk Assessments of all hazards identified CR 9	Is the risk assessment methodology, matrix and procedures provided?	2		
		Is there a Baseline Risk Assessment– site specific?	2		
		Is there Risk assessments – monitoring and review procedures/ plan?	2		
		Are Task based Risk Assessments conducted?	2		
15	Standard operating procedures (SOP's)	Are SOP's and/or SWP's for equipment, plant, tools and control of hazards identified in HIRA's Provided?	2		

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	& safe working procedures (SWP's)				
16	Site Security Provisions	Are measures to ensure security on site demonstrated?	2		
17	Monthly SHE Stats	Is there a procedure for recording monthly SHE stats?	2		
18	Waste Management Plan	Is there a plan/procedure to deal with waste on site?	2		
19	Fall Protection Plan CR10	Is there a comprehensive fall protection plan in place?	2		
20	Emergency Management Plan/Procedure	Is there a detailed emergency plan?	2		
21	Internal OHS Audits: CR 7(1)(c)	Is there a procedure to conduct internal audits?	2		
22	OHS Accident/Incident Reporting & Investigation: GAR 7	Is there an investigation procedure?	2		
		Are there Incident Reporting Forms (Annex1 & WCL Forms)) in place?	2		
23	Personal Protective Equipment (PPE): GSR 2	Is there a PPE Issuing Register?	2		
		Proof of training	2		
24	Hazardous Chemical Substance (HCSR) (3); (9A)	Is there a list of all Hazardous chemical agents?	2		
		Are Material Safety Data Sheets (SDS) available?	2		
25	Permit to Work	Is there a "Permit to Work "system in place ?	2		
26	Management Structure	Is there a project organogram including roles and responsibilities?	2		
Total Possible			70	Total	0
27		16.1 Acceptance by CEO	2		
		16.2 Assignment by CEO	2		

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	Legal Appointments and Competency of Appointees	Construction Manager CR 8(1)	2		
		Ass. Construction Manager CR 8(2)	2		
		Construction Safety Officer CR 8(5)	2		
		Construction Supervisor CR 8(7)	2		
		Ass Construction Supervisor CR 8(8)	2		
		Risk Assessor CR 9(1)	2		
		Fall Protection Planner CR 10(1)(a)	2		
		Health and Safety Committee Member. Sec 19(6)	2		
		Health and Safety Committee Chairperson. Sec 19 & 20	2		
		Excavation Supervisor CR 13(1)(a)	2		
		Personal Protective Equipment Inspector. GSR 2(2)	2		
		Ladder Inspector GSR 13(a)	2		
		Bulk Mixing Plant Supervisor CR 20(1)	2		
		Construction vehicles & Mobile Plant CR 23	2		
		Electrical Installations CR 24	2		
		Stacking and Storage Supervisor CR 28(a)	2		
		Fire Fighting Co-ordinator CR 29(h)	2		
		Emergency Co-ordinator CR 29	2		
		Health and Safety Representative OHS 17	2		
		Accident Investigator GAR 9(2)	2		
	First Aider GSR 3(4)	2			
	Hazardous Chemical Supervisor HCSR 7	2			
		Total Possible	48	Total	0
26.	Legal Register	First Aid Box Inspection Register?	2		
		Fire Equipment Inspection Register?	2		
		Ladder Inspection Register?	2		
		Vehicle and Plant Inspection Register?	2		
		Personal Protective Equipment Register?	2		
		Portable Electrical Equipment Register?	2		
		Safety Inspection Checklist?	2		

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	Hand Tools Inspection Register?	2		
	Housekeeping Inspection Register?	2		
	Stacking and Storage Inspection Register?	2		
	Excavation Inspection Register?	2		
	Lifting Machinery Checklist?	2		
	Hygiene/Cleaning Registers?	2		
	Hazardous Chemicals Substances Register?	2		
	Total Possible	28	Total	0
	Visitor register?	2		
	Safe Work Procedures on Hygiene Considerations?	2		
	Total Possible	4	Total	0
Evaluation Score			Matrix	
Total Possible	150	0	Non Compliance	
Total Achieved	0	1	Partial Compliance	
% Score	0,00%	2	Compliance	
Approved				
Not Approved				

The Client will evaluate the contractor’s health and safety file for approval prior to the contractor being granted access to site. The client may deny the contractor access to site if the contractor fails to provide a safety file deemed acceptable by the client. The contractor is also required to evaluate safety file/s or plans of all the subcontractors they appoint. The contractor must keep this safety file up to date and must conduct an internal audit at least once a month. The client will conduct site audits and evaluation of the principal contractor’s occupational health and safety at least once a month.

10. OCCUPATIONAL HEALTH AND SAFETY GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEW OF OCCUPATIONAL HEALTH AND SAFETY PERFORMANCE

The principal contractor is required to maintain a casualty incident frequency rate (CIFR) of not more than four (See Annexure 1 to this document: “Measuring Injury Experience”) and report on this to the Client on a monthly basis.

11. NOTIFICATION OF CONSTRUCTION WORK (CONSTRUCTION REGULATION 4)

The principal contractor must, where the contract meets the requirements laid down in Construction Regulation 4, at least 7 days before construction work is to be carried out, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure 2 in the Construction Regulations) for this purpose.

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A copy of the notification must be held on the occupational health and safety file and a copy must also be forwarded to the Client for record purposes.

12. TRAINING, AWARENESS AND COMPETENCE

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

General induction training

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

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

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

Site-specific induction training

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

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

Other training

- a) All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training and where applicable licenses or proof of competency.
- b) All employees in jobs requiring training in terms of the OHSACT and Regulations must be in possession of valid proof of training.
- c) Occupational health and safety training requirements [as required by the Construction Regulations and as indicated by the occupational health and safety specification and the risk assessment(s)] i.e. –

General induction (Section 8 of the OHSACT);

Site and job specific induction, including visitors (Sections 8 and 9 of the OHSACT);

- Site and project manager;
- Construction supervisor;
- Occupational health and safety representatives [Section 18 (3) of the OHSACT];
- Training of the appointees indicated in paragraphs 4.3.1 and 4.3.2;
- Operators and drivers of construction vehicles and mobile plant (Construction Regulation 23);

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- Basic fire prevention and protection (Environmental Regulations 9 and Construction Regulation 29);
- Basic first-aid (General Safety Regulations 3);
- Storekeeping methods and safe stacking (Construction Regulation 28); and
- Emergency, security, and fire coordinator.

Awareness and promotion

The principal contractor is required to have a promotion and awareness programme in place to create an occupational health and safety culture within employees as well as sub-contractors.

The following are some of the methods that may be used:

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

Notices and signs

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

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

Competence

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

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

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

13. CONSULTATION, COMMUNICATION AND LIAISON

The following arrangements will apply-

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

14. CHECKING, REPORTING AND CORRECTIVE ACTIONS

- a. **Monthly compliance assessment by Client [Construction Regulation 5(1)(0)]**

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

b. Other assessments and inspections by the Client

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

c. Conducting an assessment

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

d. Contractor's assessments and inspections

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

e. Inspections by occupational health and safety representatives and other appointees

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

f. Recording and review of inspection results

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

g. Reporting of inspection results

The principal contractor is required to provide the Client with a monthly report.

15. INCIDENT REPORTING AND INVESTIGATION

a. Reporting of accidents and incidents (Section 24 and General Administrative Regulation 8 of the OHSACT)

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

- Dies
- Becomes unconscious
- Loses a limb or part of a limb
- Is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed or where:
- A major incident occurred
- The health or safety of any person was endangered
- Where a dangerous substance was spilled

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- The uncontrolled release of any substance under pressure took place
- Machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- Machinery ran out of control

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

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

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

b. Accident and incident investigation (General Administrative Regulation 9)

- The principal contractor is responsible for the investigation of all accidents and/or incidents where employees and non-employees were injured to the extent that he, she, and/or they had to be referred for medical treatment by a doctor, hospital, or clinic.
- The results of the investigation to be entered into the accident and/or incident register.
- The principal contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) and (c) of the OHSACT and keeping a record of the results of such investigations including the steps taken to prevent similar accidents/incidents in future.
- The principal contractor is responsible for the investigation of all road traffic accidents, related to the construction activities, and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- The Client reserves the right to hold its own investigation into an incident or call for an independent external investigation.

16. OPERATIONAL CONTROL

EMERGENCY PREPAREDNESS, CONTINGENCY PLANNING AND RESPONSE

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

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FIRST-AID (GENERAL SAFETY REGULATION 3)

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

SECURITY

- a. The principal contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must, amongst other, include the rule that non-employees will not be allowed on site unaccompanied.
- b. The principal contractor must develop a set of project applicable security rules and procedures and maintain these throughout the construction period.

ACCOMMODATION OF TRAFFIC

- a. Where construction work is undertaken in, next to or close to a public road, the use of appropriate as well as a sufficient number of road signs is of paramount importance to protect employees against traffic and to warn all road users of the presence of construction work as well as construction employees/risks/vehicles.
- b. The principal contractor shall ensure that appropriate as well as a sufficient number of road signs are posted to protect employees against traffic and to warn all road users of the presence of construction work as well as construction employees/vehicles. These signs shall be repeated and utilised, where appropriate, as actual construction work is approached.
- c. The following signage is required as a minimum where construction work is undertaken in, next to or close to a public road:
 - "Construction work ahead" sign at least 45 meters before the start of the construction work;
 - "Lane narrows" sign 30 meters before the start of the construction work;
 - "Keep right/left" sign 15 meters before the start of the construction work and again where the tapering begins; and
 - Delineators and cones every 5 meters for the entire stretch of construction work.
- d. Where construction work includes excavations in or next to a public road, warning lights or visible boundary indicators should be provided after dark or when visibility is poor.
- e. The maintenance of all signage and especially those that is suitable after dark should be duly managed.
- f. Where appropriate duly trained flag persons should be deployed a good distance ahead of areas where traffic is deviated or lanes closed off. These flag persons should be managed assertively to ensure that they add optimal value and should they not do so they should be retrained and if necessary replaced.

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- g. The community liaison officer (CLO) should also be sensitised on the optimal management of traffic and the risks involved and then be instructed to increase community awareness through talking to all stakeholders including the distribution of suitable information brochures.

LIFTING TACKLE

The following requirements will apply to lifting tackle:

- a. Manufactured of sound material, well-constructed and free from latent defects;
- b. Clearly and conspicuously marked with an identity number;
- c. Maximum mass load factor of safety:
 - Natural fibre ropes - 10(ten)
 - Man-made fibre ropes and woven webbing - 06(six)
 - Steel wire ropes – single rope - 06(six)
 - Steel wire ropes – combination slings - 08(eight)
 - Mild Steel chains - 05(five)
 - High tensile/alloy steel chains - 04(four)
- d. Steel wire ropes must be discarded (not used any further for lifting purposes) when wear and corrosion is evident and must be examined by a competent person every three months for this purpose and the results recorded in a designated log book.

CONSTRUCTION VEHICLE AND MOBILE PLANT OPERATORS

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

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

CONSTRUCTION VEHICLES AND MOBILE PLANT (CONSTRUCTION REGULATION 23)

Construction vehicles and mobile plant will initially during the competency evaluation process be inspected by the Client prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the OHSACT and Regulations.

Construction vehicles and mobile plant must be:

- a. Of acceptable design and construction;
- b. Maintained in good working order;
- c. Used in accordance with their design and intention for which they were designed;
- d. Operated and/or driven by trained, competent and authorised operators/drivers. No unauthorised persons to be allowed to drive construction vehicles and mobile plant;
- e. Provided with safe and suitable means of access;
- f. Fitted with adequate signalling devices to make movement safe including reversing;

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- g. Provided with roll-over protection;
- h. Inspected daily before start-up by the driver, operator and/or user and the findings recorded in a register/log book and any defects addressed as matter of urgency;
- i. Fitted with two head and two tail lights that is in good working condition whilst operating under poor visibility conditions; and
- j. Used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported.

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

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

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

USE AND STORAGE OF FLAMMABLES (CONSTRUCTION REGULATION 25)

The principal contractor must ensure that:

- a. No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapors being present unless adequate precautions is taken;
- b. Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with consistent access control measures in place and sufficient firefighting equipment installed and fire prevention methods practiced for example proper housekeeping;
- c. Only one day's quantity of flammable is to be kept in the workplace; and
- d. Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas.

HOUSEKEEPING (CONSTRUCTION REGULATION 27)

The principal contractor must ensure that:

- a. Housekeeping is continuously implemented and maintained;
- b. Materials and equipment is properly stored;
- c. Scrap, waste and debris is removed off site regularly;
- d. Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to the free-flow of pedestrians and vehicular traffic;
- e. An unimpeded work space is maintained for every employee;
- f. Every workplace is kept clean, orderly, and free of tools and the likes that are not required for the work being done; and
- g. As far as is practicable, every floor, walkway, stair, passage, and gangway is kept in good state of repair, skid-free and free of obstruction, waste, and materials.

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STACKING AND STORAGE (CONSTRUCTION REGULATION 28)

The principal contractor must ensure that:

- a. A competent person is appointed in writing to supervise all stacking and storage on a construction site;
- b. Adequate storage areas are provided and demarcated;
- c. The storage areas are kept neat and under control;
- d. The base of any stack is level and capable of sustaining the weight exerted on it by the stack;
- e. The items in the lower layers can support the weight exerted by the top layers;
- f. Cartons and other containers that may become unstable due to wet conditions are kept dry;
- g. Pallets and containers are in good condition and no material is allowed to spill out;
- h. The height of any stack does not exceed 3 times the base unless stepped back at least half the depth of a single container at least every fifth tier or the approval of an inspector of the Department of Labour has been obtained to build the stacks higher with the aid of a machine. (The operator of the machine must be protected against items falling from overhead or off the stack and no items may overhang);
- i. The articles that make up a single tier are consistently of the same size, shape and mass;
- j. Structures for supporting stacks are structurally sound and able to support the mass of the stack;
- k. No articles are removed from the bottom of the stack first but from the top tier first;
- l. Anybody climbing onto a stack can and does do it safely and that the stack is sufficiently stable to support him or her;
- m. Stacks that are in danger of collapsing are broken down and restacked;
- n. Stability of stacks are not threatened by vehicles or other moving plant and machinery;
- o. Stacks are built in a header and stretcher fashion and that corners are securely bonded; and
- p. Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations.

STORAGE OF FLAMMABLE AND HAZARDOUS CHEMICALS (HAZARDOUS CHEMICAL AGENTS REGULATIONS)

- a. MSDs should be in place for all chemicals
- b. MSDs should be communicated to all employees at risk of exposure to said chemicals.
- c. Hazardous chemicals should be stored in adequately ventilated storage areas

FIRE PREVENTION AND PROTECTION

The principal contractor must ensure that:

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

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

EATING, CHANGING, WASHING AND TOILET FACILITIES (CONSTRUCTION REGULATION 30)

a. **Toilets**

The provision of toilets for each sex is required in terms of the National Building Regulations and Construction Regulation 30.

Chemical toilets are allowed instead of the water borne sewerage type. Toilets have to be provided at a ratio of at least 1 toilet per 30 employees.

b. **Showers**

This will not be required for this project.

c. **Change rooms**

This will not be required for this project.

d. **Eating facility**

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

PERSONAL AND OTHER PROTECTIVE EQUIPMENT (SECTIONS 8, 15 AND 23 OF THE OHSACT)

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

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

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

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

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

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

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

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- Where the employee has lost the equipment.

PORTABLE ELECTRICAL TOOLS AND EQUIPMENT (ELECTRICAL MACHINERY REGULATION 9)

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 ampere plug point and is moved around for use in the workplace i.e. drills, saws, grindstones, portable lights, etcetera. In addition electrical appliances such as fridges, hotplates, heaters, and etcetera must be inspected regularly but at least on a weekly basis and maintained to the same standards as portable electrical tools and appliances.

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

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

This equipment -

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

PUBLIC HEALTH AND SAFETY (SECTION 9 OF THE OHSACT)

The principal contractor is responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes among others:

- a. Non- employees entering the site for whatever reason;
- b. The surrounding community; and
- c. Passers-by the site.

Appropriate signage must be posted to this effect and all employees on site must be instructed to ensure that non-employees are protected at all times.

All non-employees entering the site must receive site applicable induction into the hazards and risks and the control measures for these.

HAZARDOUS CHEMICAL AGENTS

The principal contractor must ensure that:

- a. Employees receive the necessary information and training to be able to use, handle and store hazardous chemical agents safely;
- b. The risk assessments required in terms of Construction Regulation 9 include employee exposure to hazardous chemical agents and that the necessary measures be taken to protect persons from being detrimentally affected by hazardous chemical agents present or used in the workplace;

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- c. Suppliers provide the necessary information in the form of material safety data sheets regarding hazardous chemical agents required to ensure the safe use, handling, and storage of these substances;
- d. An up-to-date list is kept on site of hazardous chemical agents stored and used together with the material safety data sheet of the said hazardous chemical agents;
- e. Hazardous chemical agents containers be clearly marked as to the contents and main hazardous category e.g. "Flammable" or "Corrosive" and the reference number of the hazardous chemical agents on the list indicated above;
- f. No person eats or drinks in a hazardous chemical agents workplace; and
- g. Hazardous chemical agents waste is disposed of safely in terms of hazardous waste disposal requirements.

EXCAVATIONS (CONSTRUCTION REGULATION 13)

All excavation work has to comply with the following:

- a. Excavation work must be carried out under the supervision of a competent person with at least two years practical experience in excavation work who has been appointed in writing.
- b. Before excavation work begins the stability of the ground must be evaluated.
- c. Whilst excavation work is being performed, the principal contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material.
- d. No person may be required or permitted to work in an excavation that has not been adequately shored or braced.
- e. Where the excavation is in stable material or where the sides of the excavation are sloped back to at least the maximum angle of repose measured relative to the horizontal plane, shoring or bracing may be left out **but only after** written permission has been obtained from the appointed competent person.
- f. Shoring and bracing must be designed and constructed to safely support the sides of the excavation and prevent it from collapsing.
- g. Where uncertainty exists regarding the stability of the soil the opinion of a competent professional engineer or professional technologist must be obtained, before excavation proceeds, whose opinion will be decisive. The opinion must be in writing and signed by the engineer or technologist as well as the appointed excavation supervisor.
- h. No load or material may be placed near the edge of an excavation if it is likely to cause a collapse of the excavation unless suitable shoring has been installed to be able to carry the additional load. Best practice requires a one meter clearance so as to reduce the pressure on the side walls as well as risk of material falling onto persons inside the excavation.
- i. Every excavation must be provided with safe means of access. Should ladders be utilised for this purpose they should be duly secured.
- j. The location and nature of any existing services such as water, electricity, gas, telecommunication etcetera must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe for employees working in or near in the excavation.
- k. Every excavation, including the shoring and bracing or any other method to prevent a possible collapse, must be inspected by the appointed competent person as follows:
 - Daily before work commences
 - After an unexpected collapse of the excavation or part thereof
 - After substantial damage to any support

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- After rain

- l. The results of any inspections must be recorded in a register kept on site in the health and safety file.
- m. Every excavation accessible to the public or that is adjacent to a public road or thoroughfare or that threatens the safety of persons, must be adequately barricaded, or fenced off, on all sides, to at least one meter high and as close to the excavation perimeter as practicable. All such excavations must also be provided with warning lights or visible boundary indicators after dark or when visibility is poor.

WORKING IN CONFINED SPACES (SUCH AS MANHOLES)

a. Ventilation

The confined space or manhole cover and two adjacent covers must be opened (i.e. a total of three manholes) and the confined space or manhole be allowed to ventilate for at least 15 minutes before entering the manhole. All open manholes must be barricaded and manned at all times.

A gas monitor must be lowered to the bottom of the confined space or manhole with a rope to test the presence of any toxic/flammable gas. If any gas is detected, the space or line must be force ventilated by means of a blower for at least 15 minutes where after the air must be tested again. Under no circumstances may any space or manhole be entered while there is a toxic/flammable gas present.

After the undertaking of the necessary work, the person in charge of the activities must confirm that all the employees are accounted for and ensure that all the manholes are properly closed and barricading removed.

b. Entering a confined space

When entering a confined space or manhole, the person entering the space or manhole must wear a safety harness, fully operational gas detector as well as a self-rescuer.

A lifeline must be attached to the safety harness and a person on the surface must be in continuous contact with the person in the manhole. At least one person on the surface must be trained in basic first-aid (level 1) with proof of such training as well as a fully equipped first aid box available on site.

No person shall remain within a confined space or manhole for a period of more than one hour at a time. A minimum of 5 minute rest periods on the surface must be taken after this period before re-entering.

Should the alarm sound on the gas monitor, all employees must exit the confined space or manhole, and the immediate area must also be evacuated immediately. The area must be properly ventilated and re-tested before re-entering the confined space or manhole. Professional support should be called for if necessary.

Employees must be provided with flameproof lighting when entering deep manholes or manholes with the possibility of flammable gases. No naked lights, smoking or unprotected electrical apparatus which may cause sparks, shall be permitted in any manhole or confined space or in their vicinity.

c. General

All employees working in confined spaces or manholes must be issued with fully functioning gas monitoring equipment and safety harnesses as well as self-rescuers where applicable. All these employees must be trained (including refresher training on a regular and continuous basis) in the use thereof.

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Where over-pumping between manholes is involved, only leak free pumping machines and conveyance tubes must be used and allowed. The necessary roads signs and barricading must also be utilised.

d. Safety equipment

All teams must be issued with fully functional gas monitoring equipment and safety harnesses and self-rescuers where applicable. All employees must be trained (including refresher training on a regular and continuous basis) in the use thereof.

e. General records

The following records shall be implemented and maintained by the principal contractor:

- Confined space entry permits
- Confined space entry registers
- Safety harness and gas monitoring equipment registers
- Risk assessments
- Incident registers

f. Training

- All employees that have to enter a confined space or manholes must be formally trained and confirmed competent before being required to enter such areas (new employees to complete this training and be declared competent before allowed to work in a confined space).
- Refresher courses must be attended by employees at least once every 2 years or immediately if new methodologies or equipment are adopted or acquired.
- Continuous on-site training and support by supervisory staff should be undertaken and enforced where required.

WORKING OVER OR CLOSE TO WATER

Where construction or other support work is undertaken over or in close proximity to water or similar liquids such as wastewater and sludge, the principal contractor shall –

- a. Appoint a competent person in writing to supervise, control, and inspect any work on or over or in close proximity of the water as well as the construction, installation, and dismantling of caissons and/or cofferdams and/or other support or safety structures.
- b. Ensure that written proof of the competence of above appointee is available on site;
- c. Ensure that risk assessments are carried out by the competent person before any work is undertaken, mitigation measures documented as well as implemented and thereafter evaluated on a daily basis;
- d. Undertake the necessary induction and refresher training;
- e. Ensure that measures for the timeous warning of flooding are in place;
- f. Ensure that provision is made to prevent employees from falling into the water and the rescuing of employees in danger of drowning;

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- g. Ensure that where an employee is exposed to the risk of drowning by falling into the water, a lifejacket is provided to and worn by the employee; and
- h. Provide applicable personal protective equipment such as safety harnesses etcetera and enforce the utilisation thereof.

TRANSPORTATION OF EMPLOYEES

- a. Any vehicle used to transport employees must have seats firmly secured and adequate for the number of employees to be carried.
- b. Regulation 247 of the National Road Traffic Act, Number 93 of 1996 (NRTA) stipulates that the principal contractor shall not allow employees to be transported in a vehicle unless the portion of the vehicle in which the employees are being conveyed is enclosed to a height of –
 - at least 350 mm above the surface on which employees are seated; or
 - at least 900 mm above the surface on which employees are standing,
 in a manner and with a material of sufficient strength to prevent employees from falling from such vehicle when it is in motion.
- c. Regulation 247 of the NRTA also stipulates that the principal contractor shall also not allow any employees to be conveyed in the goods compartment of a vehicle together with any tools or goods, except their personal effects, unless that portion in which the employees are being conveyed is separated by means of a partition, from the portion in which such goods are being conveyed.

HEALTH AND SAFETY POLICY

The principal contractor should provide the Client, with a detailed health and safety policy outlining the principal contractor’s stance on and principles adopted for health and safety.

COST FOR HEALTH AND SAFETY MEASURES DURING THE CONSTRUCTION PROCESS

To enable the Client to comply with Construction Regulation 5(1)(g), all potential principal contractors submitting tenders/bids have to demonstrate to the Client that sufficient provision has been made for the cost to implement and maintain the health and safety plan proposed by the principal contractor to meet the requirements of this health and safety specification as well as that of the OHSACT and its Regulations.

A detailed schedule of costs has to be included in the health and safety plan submitted as part of the potential principal contractor’s tender document. Failure by the principal contractor to adhere to this requirement will force the Client to reject the tender/bid in terms of Construction Regulation 5(1)(h). The contractor may take into consideration the following:

Item	Description	Amount (R)
1	Compliance with OHS Act and Construction Regulations 2014	
2	Health and Safety File	
3	OHS Training	
4	Enclosure of Works	
5	Compliance with the HIV / AIDS Awareness	
6	Rest/Eating Area	
7	Ablution and Latrine Facilities	
8	Barricading	

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9	Security	
10	Hygiene	
11	Water	
12	First Aid Kit	
13	Provision of PPE	
14	Medical Certificates of Fitness	
	TOTAL AMOUNT	

PROJECT SPECIFIC RISK ASSESSMENT REQUIREMENTS

See Annexure 3.

17. OVERVIEW OF ANNEXURES

- Annexure 1: Measuring injury experience.
- Annexure 2: Guide to risk assessment.
- Annexure 3: List of risk assessment.

Annexure 1

Measuring injury experience

1. Background

Injury experience has traditionally been measured by the use of a disabling injury frequency rate, the so-called "DIFR." The DIFR is calculated by multiplying the number of disabling injuries by 1 million and dividing by the number of person-hours worked.

The DIFR has recently been replaced internationally with a disabling injury incidence rate (DIIR). The only difference between the two rates are that the 1 million in the calculation is replaced with 200 000 (200 000 purported to be the number of hours and average person works in a lifetime).

The use of the two rates above has proved to be somewhat problematical as they are open to manipulation and disabling injuries are often "hidden" by returning the injured employee to the workplace so as not to lose a shift and therefore having to register a disabling injury.

The construction industry recently decided to promote the use of a new frequency rate based on the number of compensation injury claims, as these are more difficult to hide or manipulate because the reporting of compensational injuries is a legal requirement.

The industry is hoping that adoption of this new measurement of injury experience will enable the industry to monitor itself as far as work related injuries are concerned.

2. Compensation Incidence Frequency Rate (CIFR)

2.1 Formula

No of compensation claims X 200 000

*220 person hours X No of employees

2.2 Definitions

No of compensation claims: The number of claims lodged with the Commissioner or COID insurer for the period under review.

200 000: The fixed factor to align the rate with other rates used internationally.

Person hours worked Include: Hourly paid employees

Sub-contractors (No of employees X *220 each)

Staff (No of employees X *220 hours each)

220 person-hours: The *average number of hours worked by one employee in one month in the construction industry.

Note: * Overtime, absence on leave or sick leave, unrecorded after-hours time worked by senior and middle management factored into this average.

No of employees: The actual or average number of employees employed for the period under review.

Annexure 2
Guide to risk assessments

1. Nine steps to effective risk assessments

- Step 1 Identifying the current as well as emerging hazard, risks, or exposures.
- Step 2 Aim to identify major hazards, don't waste time on the minor and detail except if such the potential be repeat itself on a frequent basis.
- Step 3 Involve as many people as possible in the ongoing risk assessment process especially those at risk.
- Step 4 Gather all the information and analyse it.
- Step 5 Look at what actually could or has occurred including non-routine operations.
- Step 6 Use a systematic approach to ensure all hazards are adequately addressed.
- Step 7 Assess the risks identified or the risk has occurred by taking into account the effectiveness of current as well as controls under consideration.
- Step 8 Ensure the process is practical, realistic, cost and business effective.
- Step 9 Always record the assessment in writing including i.e. assumptions, date and why decision has been made.

2. How serious is it?

Probability	Consequences
A Common	1 Fatality or permanent disability.
B Has Happened	2 Major injury.
C Could Happen	3 Average Lost Time Injury.
D Not Likely	4 Minor Injury.
E Practically impossible	5 Medical Treatment or less.

		Probability				
		A	B	C	D	E
Consequenc	1	1	2	3	4	5
	2	2	3	4	5	6

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3	3	4	5	6	7
4	4	5	6	7	8
5	5	6	7	8	9

Risk rating

1 - 3 = Serious
 4 - 5 = High
 6 - 7 = Moderate
 8 - 9 = Acceptable

Action

Immediate (within 1 week).
 Within 1 month.
 > 4 weeks.
 No action but will consider from time

Annexure 3

List of risk assessments/ Identified Hazards/Baseline risk assessment

Identified Hazards

In terms of Regulation 9 (1) (a) of the Construction Regulations 2014 the following hazards anticipated with the scope of work have been identified.

NOTE: The list of potential hazards is by no means intended to be all inclusive and is not limited to this list, and it remains the responsibility of the Contractor to identify all possible hazards with regards to his scope of work and to put measures in place to mitigate, reduce or control these hazards.

List of risk assessments/ Identified Hazards

Drivers – of vehicles
Confined space entry
Excavation shoring / brazing
Excavation been flooded during rainy season
Fire prevention and protection
Working at heights
Fuel supply
Hand tools
Loading supervisor
Loading/unloading - of trucks
Machine operator
Material delivery
Material handling
Public and traffic safety
Portable ladders
Refuelling vehicles/plant
Stacking and storage of equipment / materials
Site establishment
Traffic control
Trenches – Digging
Use of portable electrical tools
Work in confined spaces
Working close to existing services i.e. electrical, wastewater etc
Working close to traffic
Working close to water

DRAWING REGISTER

construction/completion of valve chambers/manholes, Installations of vandalized isolation valves, bulk water meter, construction of rock slope protection, erection of concrete Palisade fence on the southern side, erection of guardrail and testing of new completed 10ML concrete reservoir in Klipgat. RESERVOIR

Item No.	Drawing Number	Drawings Descriptions	Revision No.	Date
1	2410141-CV-001	Klipgat Reservoir Existing Pipe Network - Schematic Layout	0	20/09/2025
2	2410141-CV-002	Klipgat Reservoir Outstanding Work Layout	0	20/09/2025
3	2410141-CV-003	Klipgat Reservoir Existing Control Valve Chamber House	0	20/09/2025
4	2410141-CV-004	Concrete Palisade Fence & Access Gate Layout	0	20/09/2025
5	2410141-CV-005	Gabion Matress Details Layout	0	20/09/2025
6	2410141-CV-006	Manhole Access Unit - High Security Manhole Details	0	20/09/2025
7	2410141-CV-007	Bulk Water Meter Details	0	20/09/2025

Issued by; _____

Received by; _____

Sign; _____ Date; _____

Sign; _____ Date; _____

NOTES AND SPECIFICATIONS

GENERAL

- 1 ALL MATERIAL AND WORKMANSHIP MUST COMPLY WITH THE REQUIREMENTS OF THE LATEST RELEVANT SANS REQUIREMENTS.
- 2 ALL DIMENSIONS ARE IN MILLIMETRES. (UNLESS OTHERWISE SPECIFIED)
- 3 DO NOT SCALE FROM THESE DRAWINGS.
- 4 ALL DIMENSIONS MUST BE CHECKED AND APPROVED ON SITE.
- 5 ALL CONSTRUCTION TO BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR MUNICIPAL CIVIL ENGINEERING WORKS, THIRD EDITION 2005 AND THE STANDARD COT DETAIL DRAWINGS.
- 6 THIS DRAWING MUST BE READ IN CONJUNCTION WITH THE STANDARD SPECIFICATIONS FOR MUNICIPAL CIVIL ENGINEERING WORKS, SERIES 4.
- 7 THE SIGNATURE OR INITIALS ON THIS DRAWING, OF ANY MANAGER OF THE PUBLIC WORKS AND INFRASTRUCTURE DEVELOPMENT DEPARTMENT, IN NO WAY REMOVES ANY RESPONSIBILITY WHATSOEVER FROM THE CONSULTANT.
- 8 THE CONSULTANT REMAINS RESPONSIBLE TO ENSURE THAT ALL THE GUIDELINES, STANDARD DRAWINGS, STANDARDS AND SPECIFICATIONS OF THE PUBLIC WORKS AND INFRASTRUCTURE DEVELOPMENT DEPARTMENT HAVE BEEN MET AND ARE COMPLIED WITH.
- 9 FINAL POSITION OF SERVICES TO BE DETERMINED ON SITE.

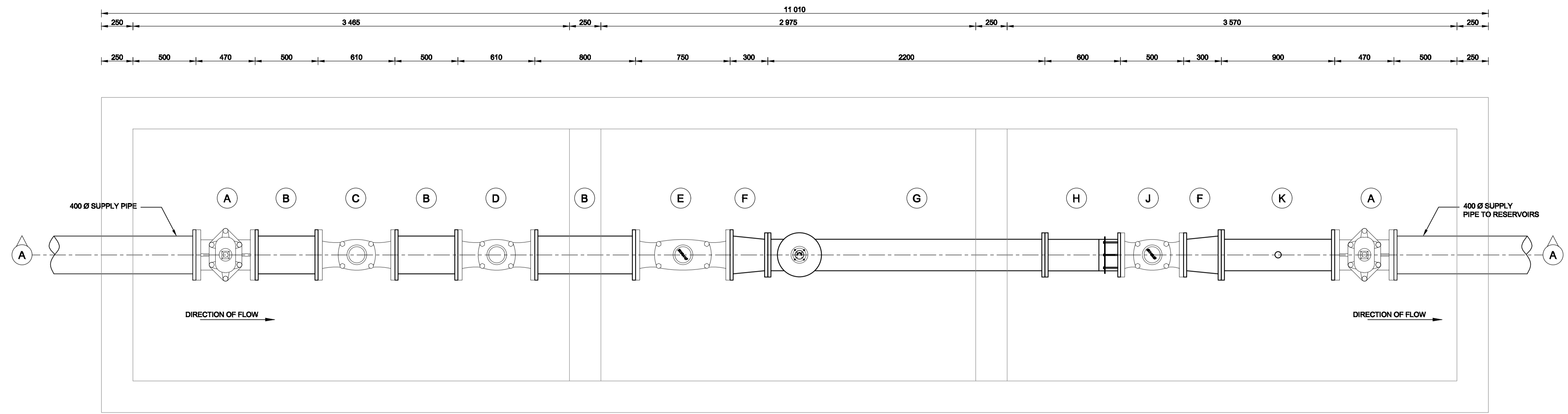
INLET CHAMBER FITTING LIST

REF NO.	DESCRIPTION	FLANGE TO FLANGE DIMENSION, mm
A	400 Ø RSV FLANGED GATE VALVE, LH CLOSING, PN 25, WITH CAPPED TOP ALTERNATIVE : BUTTERFLY VALVE	470
B	400 Ø FLANGED PIPE SECTION	500 / 800
C	400 Ø SENSUS STRAINER, PN 25	610
D	400 Ø BERMAD, PRV RATING 16/6, OR SIMILAR	610
E	400 Ø BERMAD ALTITUDE CONTROL VALVE 750-80-X, OR SIMILAR	750
F	400 Ø - 350 Ø FLANGED REDUCER, PN 25	300
G	350 Ø FLANGED T-PIECE, REFER LAYOUT FOR DIMENSIONS	2200
H	350 Ø PIPE SECTION FLANGED ONE END, FLANGED ADAPTOR OTHER END	600
J	350 Ø SENSUS WPD WATER METER, PN 25	500
K	400 Ø FLANGED PIPE SECTION WITH ¾" WELDED FEMALE SOCKET, FOR STAND PIPE	900
L	100 Ø STEEL REDUCER PIPE SECTION, ONE END 100 Ø FLANGE, OTHER END 350 Ø FLANGE	200
M	100 Ø RSV GATE VALVE, LH CLOSING, PN 25, WITH HAND WHEEL	200
N	100 Ø STEEL FLANGED SECTION.	100
P	AIR VALVE, PN 25. TYPE VAG OR SIMILAR	

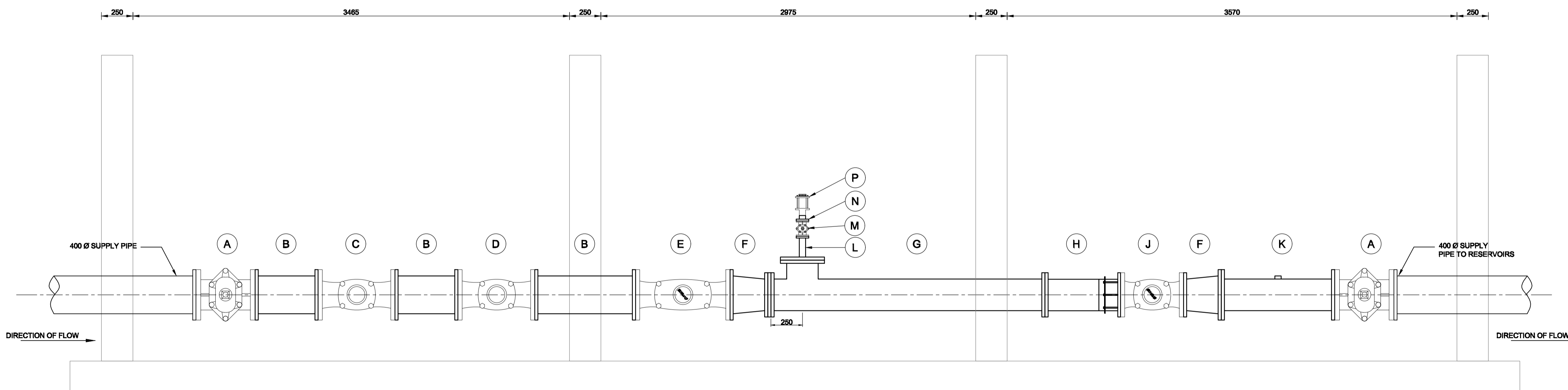
NOTES

Submerged arc (SAW) fillet welded mild steel pipe to SABS 719 from Grade X42/300 WA steel with ball-end to BS 534, fusion bonded medium density polyethylene (Sintakote II) external coating to Table 1 of AS 4321-1995 and liquid epoxy (Sigmaline SF23) internal lining.

Submerged arc (SAW) spiral welded mild steel pipe butt welded to SABS 719 from Grade X42/300 WA steel with bevelled-end to BS 534, fusion bonded medium density polyethylene (Sintakote II) external coating to Table 1 of AS 4321-1995 and liquid epoxy (Sigmaline SF 23) internal lining. All welding of joints to be done rapped.



MAIN INLET CONTROL CHAMBER



SECTION A - A

PO BOX 1022 PRETORIA 0001 CITY OF TSHWANE SERVICES INFRASTRUCTURE DEPARTMENT WATER AND SANITATION NNDWAMATO T MUTSHIDZA STRATEGIC EXECUTIVE DIRECTOR BONGIWE ZWEDALA EXECUTIVE DIRECTOR	AMENDMENTS	WATER AND SANITATION FOR INTERNAL APPROVAL - RECEIVED SIGN WHEN APPLICABLE	CONSULTANT DETAIL	DESIGNED	CONTRACT	LOCATION OF PROJECT	PROJECT STATUS																																																																	
	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>NR</th> <th>DATE</th> <th>APPROVED</th> <th>DESCRIPTION</th> <th>PAR</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>26.02.13</td> <td></td> <td>ISSUED FOR DESIGN APPROVAL</td> <td>G.F.</td> </tr> </tbody> </table>	NR	DATE	APPROVED	DESCRIPTION	PAR		1	26.02.13		ISSUED FOR DESIGN APPROVAL	G.F.	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4">DIRECTOR: INFRASTRUCTURE PROVISION</th> </tr> <tr> <th>NAME</th> <th>Prof. Reg. No</th> <th>SIGNATURE</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td colspan="4">DIRECTOR: WATER DISTRIBUTION</td> </tr> <tr> <td colspan="4">DIRECTOR: WATER & SANITATION: PLANNING & REGULATION</td> </tr> <tr> <td colspan="4">DIRECTOR: WASTE WATER COLLECTION</td> </tr> <tr> <td colspan="4">DIRECTOR: WASTE WATER TREATMENT</td> </tr> </tbody> </table>	DIRECTOR: INFRASTRUCTURE PROVISION				NAME	Prof. Reg. No	SIGNATURE	DATE	DIRECTOR: WATER DISTRIBUTION				DIRECTOR: WATER & SANITATION: PLANNING & REGULATION				DIRECTOR: WASTE WATER COLLECTION				DIRECTOR: WASTE WATER TREATMENT				<p>F Phaswana Prof. Reg. No. 2020300793 HEREBY CERTIFY THAT THE SERVICES WILL HAVE BEEN INSTALLED ACCORDING TO NOTE 9 OF THE ABOVE GENERAL NOTES AND TO THE DRAWING</p>	NAME: G. Fenwick Pr. Eng. Prof. Reg. No.: 879134 SIGNATURE: _____ DATE: 06.07.2012 NAME: T.D.B. SIGNATURE: _____ DATE: 06.07.2012 NAME: G. Fenwick Pr. Eng. SIGNATURE: _____ DATE: 06.07.2012 NAME: G. Fenwick Pr. Eng. Prof. Reg. No.: 879134 SIGNATURE: _____ DATE: 06.07.2012	No. CB.2.16.1.2011 PROJECT No. R1216 SHEET No. 1/1 PAPER SIZE A1 SCALE 1:20 DATE: NOVEMBER 2012	KLIPGAT / HOSPITAL 10 M³ RESERVOIR DESCRIPTION OF PROJECT: MAIN INLET CONTROL CHAMBER PIPE FITTINGS WBS No: 9.712534.1.001 COT DRAWING NUMBER	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">○</td> <td style="text-align: center;">○</td> <td style="text-align: center;">○</td> <td style="text-align: center;">○</td> </tr> <tr> <td style="text-align: center;">CONCEPT DRAWING</td> <td style="text-align: center;">TENDER DRAWING</td> <td style="text-align: center;">APPROVED CONSTRUCTION DRAWING</td> <td style="text-align: center;">AS BUILT DRAWING</td> </tr> <tr> <td colspan="4">PROJECT ENGINEER of COT:</td> </tr> <tr> <td>NAME</td> <td colspan="3">SIGNATURE</td> </tr> <tr> <td>Prof. Reg. No.</td> <td colspan="3">DATE</td> </tr> <tr> <td colspan="4">INSPECTOR OF WORKS of COT:</td> </tr> <tr> <td>NAME</td> <td colspan="3">SIGNATURE</td> </tr> <tr> <td></td> <td colspan="3">DATE</td> </tr> </table>	○	○	○	○	CONCEPT DRAWING	TENDER DRAWING	APPROVED CONSTRUCTION DRAWING	AS BUILT DRAWING	PROJECT ENGINEER of COT:				NAME	SIGNATURE			Prof. Reg. No.	DATE			INSPECTOR OF WORKS of COT:				NAME	SIGNATURE				DATE
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A. EXISTING SINGER MODEL VALVE - ALTITUDE ELECTRONIC PRESSURE CONTROL VALVE IN THE CHAMBER HOUSE – OUTSTANDING WORK SPECIFICATIONS:

Details of equipment required to upgrade current valve on site to original tender specification

400mm control valve – Main Line valve

400mm model #S106-A-Type-2-RF-SC-AC combination altitude, rate of flow, solenoid shut off & Anti-Cavitation valve, complete auxiliary control pilot system, to be installed on site at Klipgat reservoir. The auxiliary control pilot system to include the following features:

The Altitude feature, Model #A-type-2 allows normal forward flow to fill the reservoir to the maximum level and then closes drip-tight at the set-point. It opens to refill the tank once the level drops a fixed distance below the highwater level. The altitude pilot shall have a range of between 3 and 18meters

The Rate of flow feature, Model #-RF is ideal for limiting the flow to a pre-determined maximum (via maintaining a continuous pressure differential across an orifice). When the pressure differential is less than the set-point, the valve opens, allowing flow to meet pre-determined demand. At the desired maximum set-point, the pilot reacts to small changes in sensing pressure and controls the main valve position by modulating the pressure above the diaphragm. When the pressure drop across the orifice (already installed) exceeds the set-point, the valve closes slightly, limiting the flow to the pre-set maximum. The orifice is sized to generate a pressure differential of 0.2 to 0.35 bar at the desired flow. Adjusting the pilot setting permits the maximum flow to be changed in the field above or below the original point.

The Solenoid shut off feature, Model #-SC provides an electrical on-off position over-ride. The solenoid either admits inlet pressure into the main valve operating chamber or releases pressure from the operating chamber. The solenoid pilot system is piped to discharge at the valve outlet, but can be piped to discharge to drain (atmosphere) depending of available differential pressure on site. The solenoid control is available with the main valve closed when the solenoid is energized, meaning the solenoid is normally open (NO - Normally Open).

The auxiliary control system shall also be fitted with stainless steel auxiliary compression fitting, stainless steel tubing, large capacity pilot inlet strainer, ball valves and gauges.

Additional requirements

The above 400mm altitude control valve shall be fitted with the Model #X156 linear inductive position transmitter

The X156 Linear Inductive Valve Position Transmitter electronically indicates the position of the valve and is ideal for applications where precision and accuracy is required. It is mounted directly to the main valve stem and uses an external source of 24VDC power, a 4 to 20mA signal proportional to valve stroke is generated and transmitted. The zero and span are fully adjustable over the complete range of stroke. The ports opposite the main valve auxiliary control system shall be utilized for pressure transducers and shall be retrofitted with isolating ball valves and the required stainless-steel fittings, which will terminate with a 1/2" process connections, allowing for direct mounting of pressure transducers upstream and downstream of the valve.

model #SPI Single point insertion meter

Offer the SPI (which will be connected to the two valves), remove the valves from the pipeline and modify the valves slightly. Currently the 400mm valves has a ¾" (20mm) process connection (at the inlet of the valves) and the 150mm has a ½" (15mm) process connecting. The SPI insertion meter Probe is 1" (25mm) in diameter and as a result, can not fit the existing valves. The valves will be machined and the ports will be increase to 25mm at supplier factory, it unfortunately can not be done on site.

150mm control valve – By-Pass valve

Details of equipment required to upgrade current valve on site to original tender specification

150mm model #S106-A-Type-2-RF-SC-AC combination altitude, rate of flow, solenoid shut off & Anti-Cavitation valve, complete auxiliary control pilot system, to be installed on site at Klipgat reservoir. The auxiliary control pilot system to include the following features:

The Altitude feature, Model #A-type-2 allows normal forward flow to fill the reservoir to the maximum level and then closes drip-tight at the set-point. It opens to refill the tank once the level drops a fixed distance below the highwater level. The altitude pilot shall have a range of between 3 and 18meters

The Rate of flow feature, Model #S106-RF is ideal for limiting the flow to a pre-determined maximum (via maintaining a continuous pressure differential across an orifice). When the pressure differential is less than the set-point, the valve opens, allowing flow to meet pre-determined demand. At the desired maximum set-point, the pilot reacts to small changes in sensing pressure and controls the main valve position by modulating the pressure above the diaphragm. When the pressure drop across the orifice (already installed) exceeds the set-point, the valve closes slightly, limiting the flow to the pre-set maximum. The orifice is sized to generate a pressure differential of 0.2 to 0.35 bar at the desired flow. Adjusting the pilot setting permits the maximum flow to be changed in the field above or below the original point.

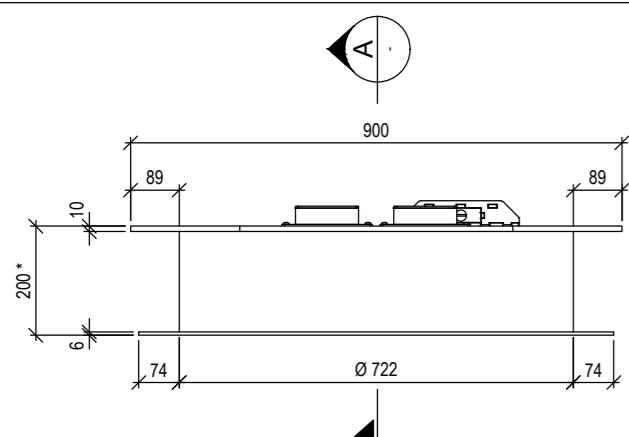
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The auxiliary control system shall also be fitted with stainless steel auxiliary compression fitting, stainless steel tubing, large capacity pilot inlet strainer, ball valves and gauges

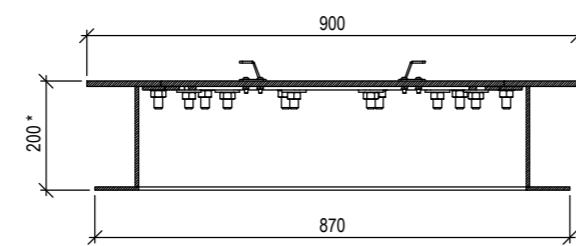
150mm Telemetry requirements

The above 150mm altitude control valve shall be fitted with the Model #X156 linear inductive position transmitter

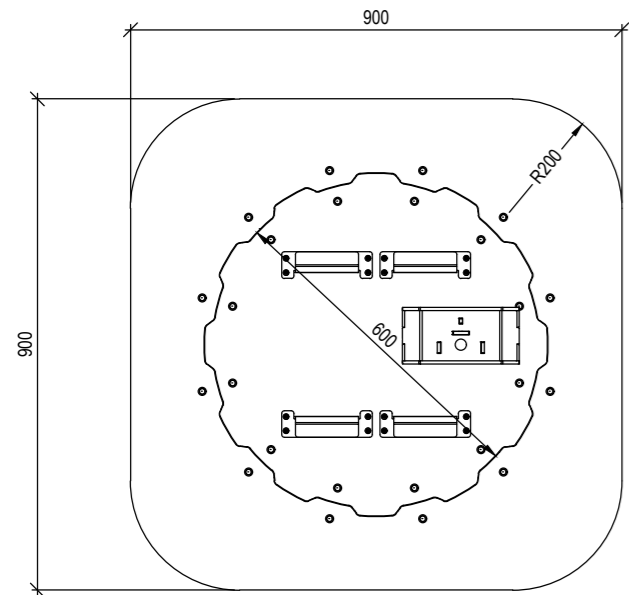
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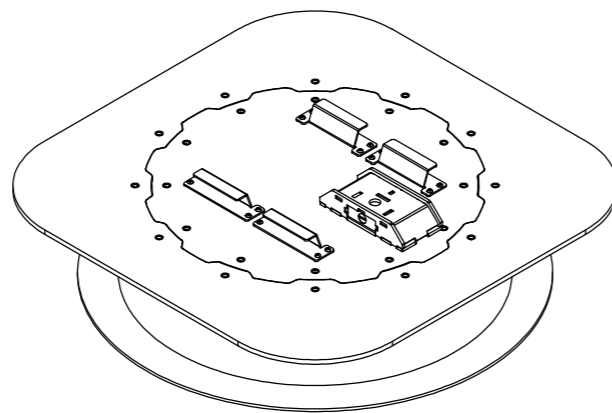
ELEVATION
SCALE 1:10



SECTION A
SCALE 1:10

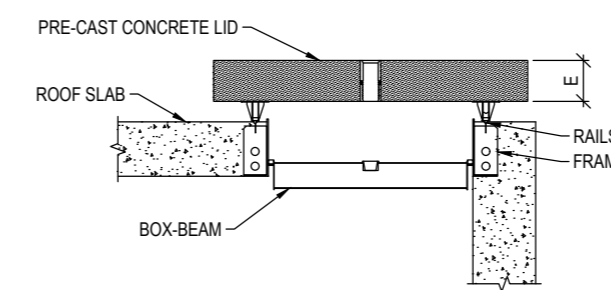


PLAN
SCALE 1:10

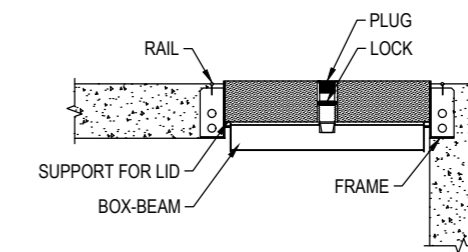


ISOMETRIC VIEW
N.T.S.

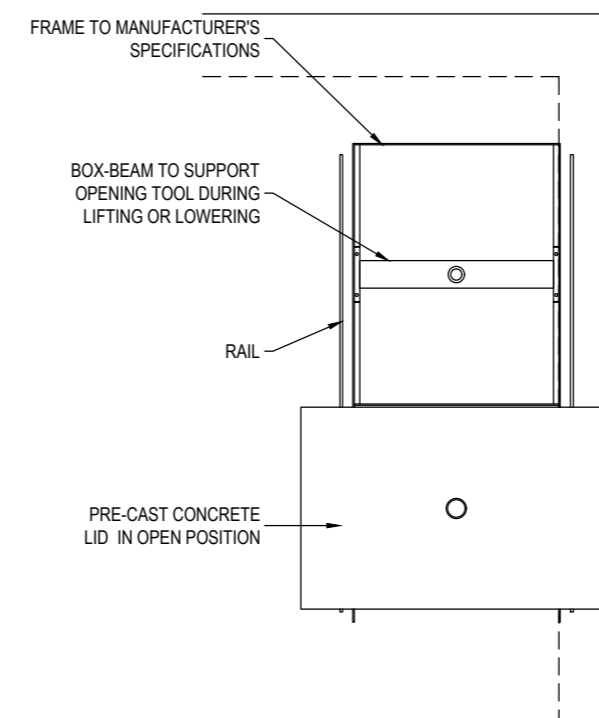
TYPICAL DETAILS OF MANHOLE COVER (UMHC)
AS MANUFACTURED BY INTERLOCK SYSTEMS



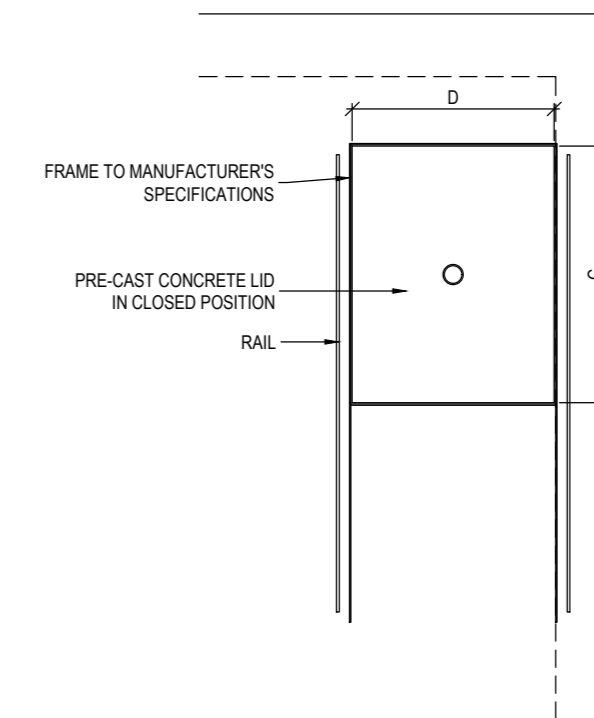
SECTION
LID IN OPEN POSITION
SCALE 1:20



SECTION
LID IN CLOSED POSITION
SCALE 1:20

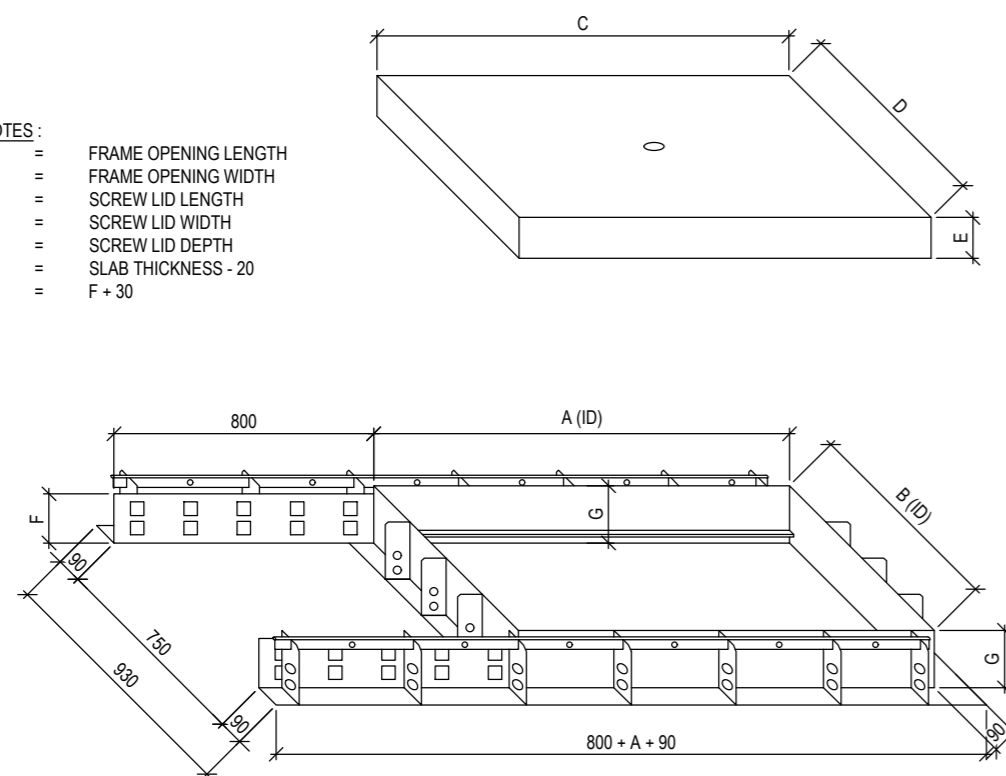


PLAN
LID IN OPEN POSITION
SCALE 1:20



PLAN
LID IN CLOSED POSITION
SCALE 1:20

- NOTES:
- A = FRAME OPENING LENGTH
 - B = FRAME OPENING WIDTH
 - C = SCREW LID LENGTH
 - D = SCREW LID WIDTH
 - E = SCREW LID DEPTH
 - F = SLAB THICKNESS - 20
 - G = F + 30

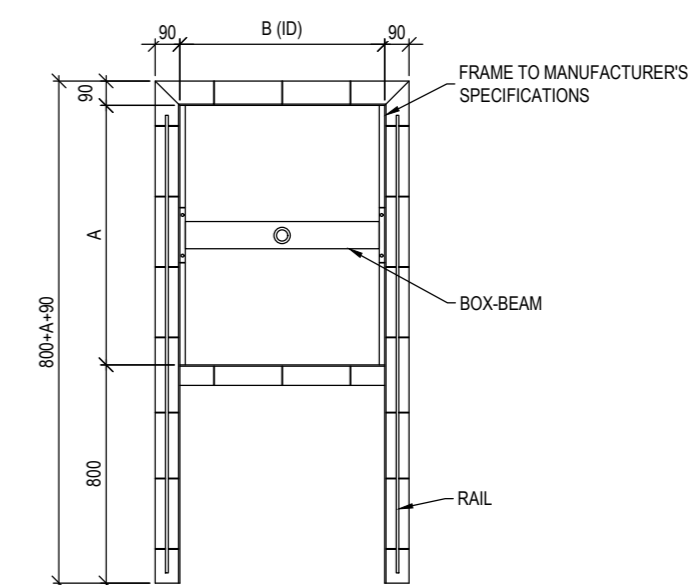


SCREW LID & FRAME DIMENSIONS
N.T.S.

- NOTE:
- EITHER OF THE MANHOLE ACCESS UNITS OR SIMILAR APPROVED MAY BE USED
 - STEEL REINFORCING IN CONCRETE ROOF SLAB TO BE ADJUSTED TO SUIT MANHOLE ACCESS UNIT.

SIZES FOR SCREW LID & FRAME				
FRAME		SCREW LID		
LENGTH	WIDTH	LENGTH	WIDTH	DEPTH
A	B	C	D	E
950	750	950	740	150
1150	750	1150	740	150
1550	750	1550	740	150
1950	750	1950	740	150

TYPICAL DETAILS OF MANHOLE ACCESS UNIT
AS MANUFACTURED BY CONCRETE DOORS & VAULTS



PLAN - SCREW LID FRAME
SCALE 1:20

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- FINAL POSITION OF SERVICES TO BE DETERMINED ON SITE



CITY OF TSHWANE
WATER AND SANITATION
DEPARTMENT

AMENDMENTS				
NO	DATE	APPROVED	DESCRIPTION	PAR

WATER AND SANITATION FOR INTERNAL APPROVAL - RECEIVED SIGN WHEN APPLICABLE			
DIRECTOR: WATER AND SANITATION - PLANNING			
NAME	Prof. Reg. No.	SIGNATURE	DATE
REGIONAL DIRECTOR: (1,2,3,4,5,6 or 7)			
NAME	Prof. Reg. No.	SIGNATURE	DATE
DIRECTOR: SYSTEM DEVELOPMENT			
NAME	Prof. Reg. No.	SIGNATURE	DATE
DIRECTOR: BULK WATER			
NAME	Prof. Reg. No.	SIGNATURE	DATE
DIRECTOR: INFRASTRUCTURE PROVISION			
NAME	Prof. Reg. No.	SIGNATURE	DATE
DIRECTOR: WASTE WATER TREATMENT			
NAME	Prof. Reg. No.	SIGNATURE	DATE

CONSULTANT DETAIL

GESMAT

I F Phaswana Prof. Reg. No. 2020300793
HEREBY CERTIFY THAT THE SERVICES WILL/HAVE BEEN INSTALLED ACCORDING TO NOTE 9 OF THE ABOVE GENERAL NOTES AND TO THE DRAWING

SIGNATURE: _____ DATE: _____

CONSULTANT DRAWING NUMBER: 2410141-CV-006

DESIGNED
NAME: M. M. BURGER, Pr Eng. Prof. Reg. No.: _____
SIGNATURE: _____ DATE: _____

DRAWN
NAME: M. M. BURGER
SIGNATURE: _____ DATE: JULY 2016

CHECKED
NAME: F PHASWANA, Pr Eng. Prof. Reg. No.: 202300793
SIGNATURE: _____ DATE: _____

INFORMATION OFFICE CHECKED
NAME: F PHASWANA
SIGNATURE: _____ DATE: _____

DESIGN OFFICE APPROVAL
NAME: F PHASWANA, Prof. Reg. No.: 202300793
SIGNATURE: _____ DATE: _____

CONTRACT No.	...
PROJECT No.	...
SHEET No.	...
PAPER SIZE	A1
SCALE	AS SHOWN
DATE	FEB 2016

PROJECT STATUS
RECEIVED SIGN WHEN APPLICABLE

CONCEPT DRAWING TENDER DRAWING APPROVED CONSTRUCTION DRAWING AS BUILT DRAWING

PROJECT ENGINEER of COT:
NAME: _____ Pr Eng. Prof. Reg. No.: _____
SIGNATURE: _____ DATE: _____

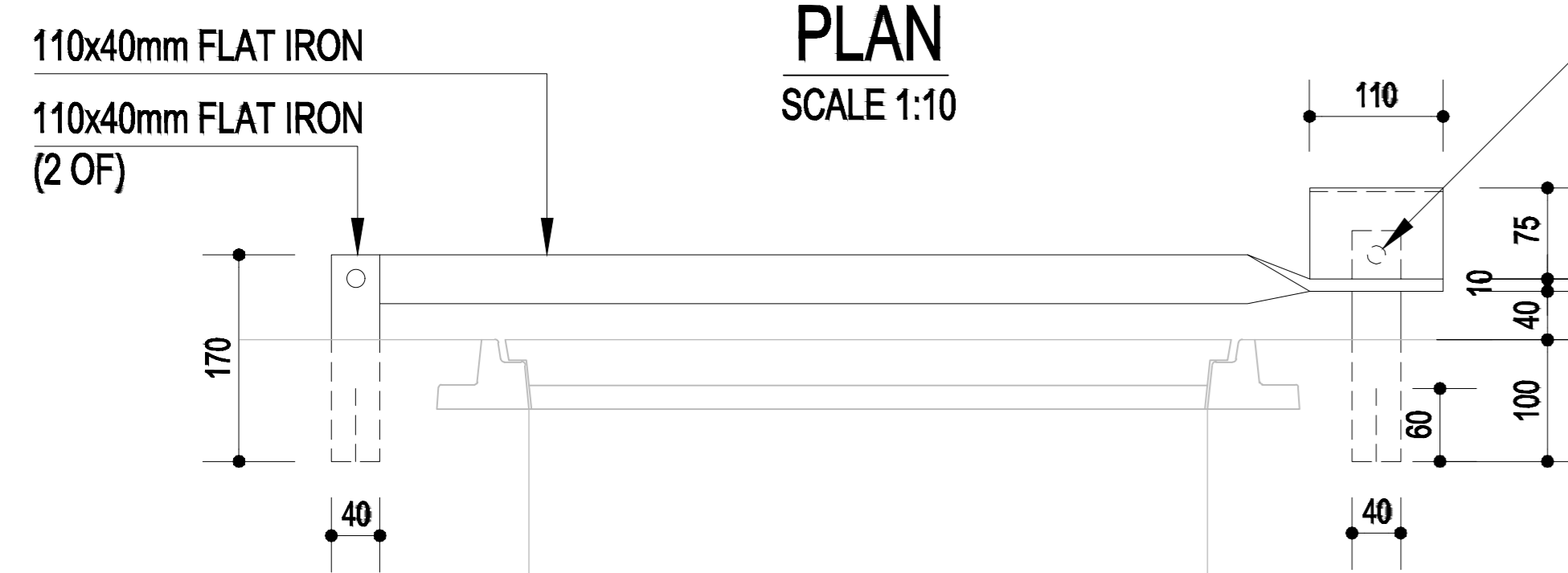
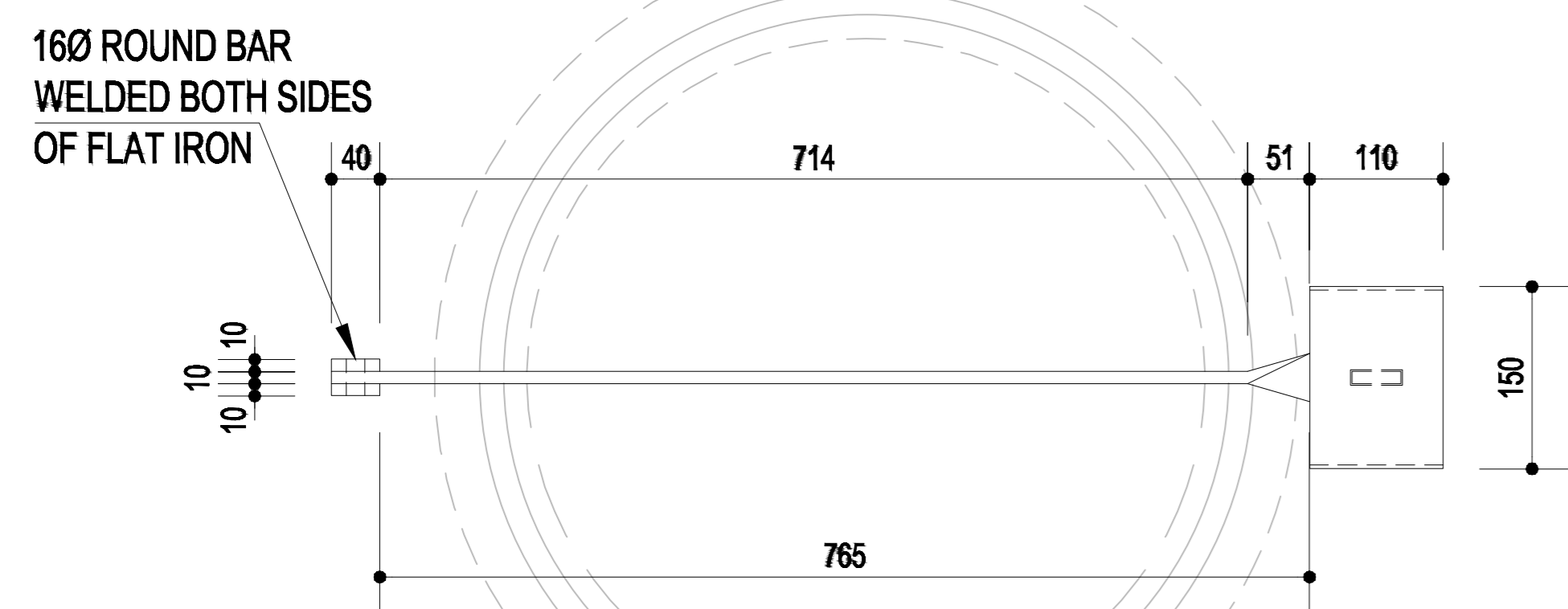
INSPECTOR OF WORKS of COT:
NAME: _____ Pr Eng. Prof. Reg. No.: _____
SIGNATURE: _____ DATE: _____

LOCATION OF PROJECT:
KLIPGAT COMMAND RESERVOIR

DESCRIPTION OF PROJECT:
**STANDARD DRAWING :
GENERAL DETAILS OF HIGH SECURITY
MANHOLE ACCESS UNITS**

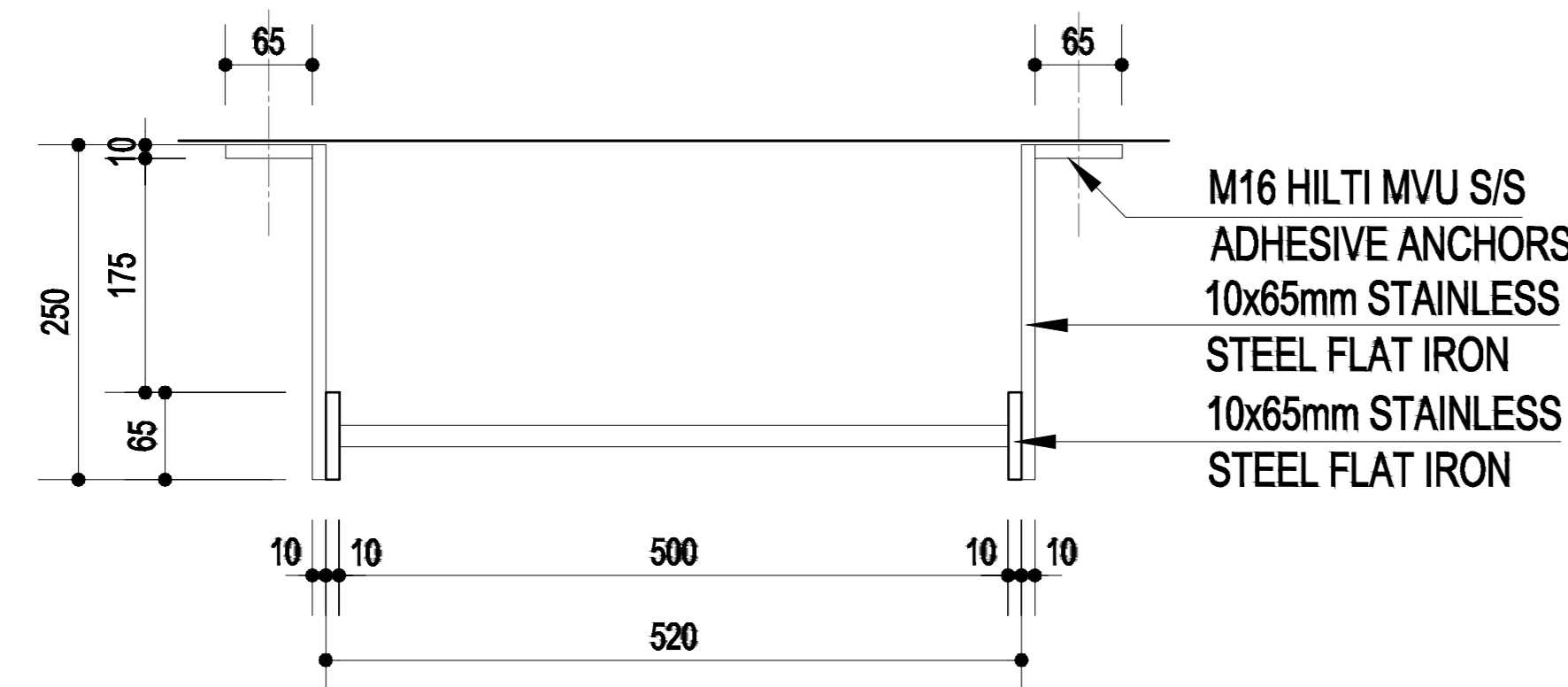
WBS No. : _____

COT DRAWING NUMBER: 7515-VC223

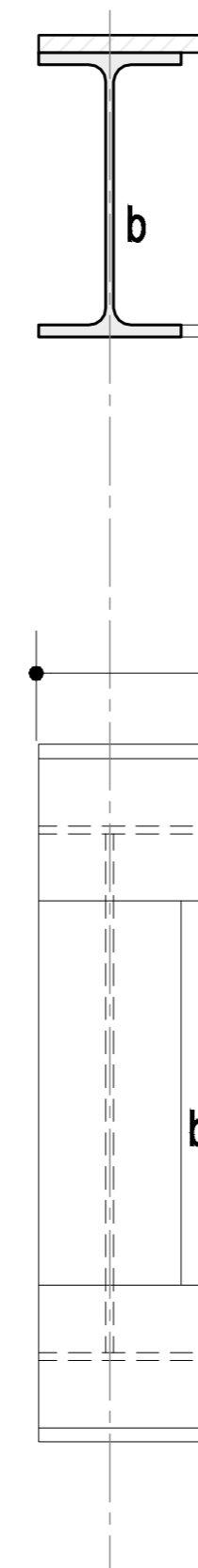


ELEVATION
SCALE 1:10

LOCKING DEVICE FOR ROUND ACCESS MANHOLE COVERS



PLAN
SCALE 1:10



M16 HILTI MVU S/S
ADHESIVE ANCHORS

10x65mm STAINLESS
STEEL FLAT IRON

10x65mm STAINLESS
STEEL FLAT IRON

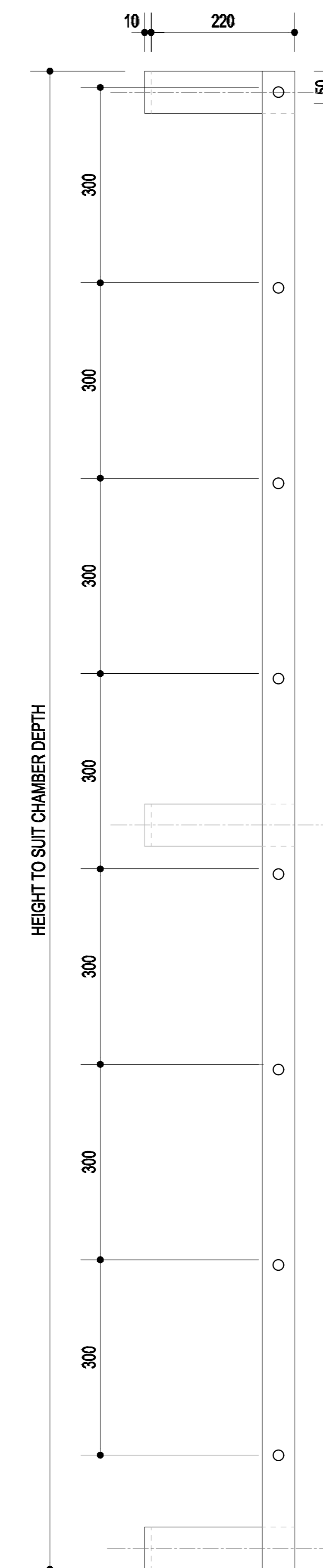
16mmØ STAINLESS STEEL
STEPS, 300mm C/C
WITH ROUGH FINISHING ON
TOP OF EACH STEP

DRILL HOLE FOR STEP
THROUGH FLAT BAR AND
WELD OUTSIDE

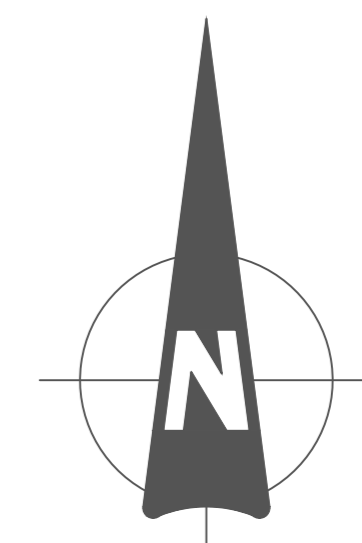
ADDITIONAL FIXING FOR
LADDERS LONGER THAN 1,5m

FRONT ELEVATION
SCALE 1:10

TYPICAL ACCESS LADDER FOR CHAMBERS



SECTION B
SCALE 1:10



NOTES AND SPECIFICATIONS

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 8. THE CONSULTANT REMAINS RESPONSIBLE TO ENSURE THAT ALL THE GUIDELINES, STANDARD DRAWINGS, STANDARDS AND SPECIFICATIONS OF THE WATER AND SANITATION DEPARTMENT HAVE BEEN MET AND ARE COMPLIED WITH.
 9. FINAL POSITION OF SERVICES TO BE DETERMINED ON SITE.

RESERVOIR ACCESS LADDER



0001
CITY OF TSHWANE
WATER AND SANITATION

AMENDMENTS				
NR	DATE	APPROVED	DESCRIPTION	PAR
15	20/08/2021		CHANGE OF DEPARTMENT	

WATER AND SANITATION				
DIRECTOR: W&S INFRASTRUCTURE PLANNING AND SYSTEM DEVELOPMENT				
NAME	Prof. Reg. No.	SIGNATURE	DATE	
REGIONAL DIRECTOR: (1,2,3,4,5,6 or 7)				
NAME	Prof. Reg. No.	SIGNATURE	DATE	
DIRECTOR: WATER CONSERVATION AND WATER DEMAND MANAGEMENT				
NAME	Prof. Reg. No.	SIGNATURE	DATE	
DIRECTOR: BULK WATER				
NAME	Prof. Reg. No.	SIGNATURE	DATE	
DIRECTOR: INFRASTRUCTURE PROVISION				
NAME	Prof. Reg. No.	SIGNATURE	DATE	
DIRECTOR: WASTE WATER TREATMENT				
NAME	Prof. Reg. No.	SIGNATURE	DATE	

CONSULTANT DETAIL	
I. F Phaswana Prof Reg Nr. 2020300793 HEREBY CERTIFY THAT THE SERVICES WILL HAVE BEEN INSTALLED ACCORDING TO NOTE 9 OF THE ABOVE NOTES AND TO THE DRAWING	
SIGNATURE	DATE
CONSULTANT DRAWING NUMBER: 2410141-CV-008	

DESIGNED	
NAME: S Mncameleni Pr Eng. Prof Reg No. 2022404183	DATE: _____
SIGNATURE: _____	DATE: _____
DRAWN	
NAME: F Phaswana Pr Tech Eng. Prof Reg No. 2020300793	DATE: _____
SIGNATURE: _____	DATE: _____
CHECKED	
NAME: F Phaswana Pr Tech Eng. Prof Reg No. 2020300793	DATE: _____
SIGNATURE: _____	DATE: _____
INFORMATION OFFICE CHECKED	
NAME: F Phaswana Pr Tech Eng. Prof Reg No. 2020300793	DATE: _____
SIGNATURE: _____	DATE: _____
DESIGN OFFICE APPROVAL	
NAME: S Mncameleni Pr Eng. Prof Reg No. 2022404183	DATE: _____
SIGNATURE: _____	DATE: _____

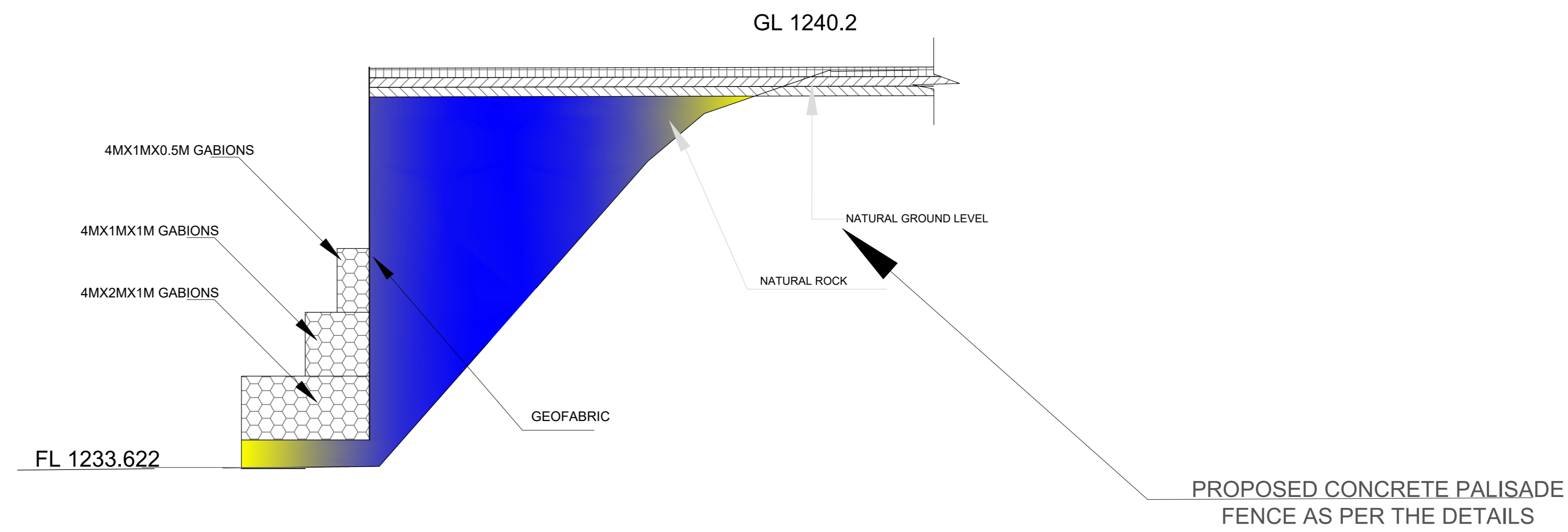
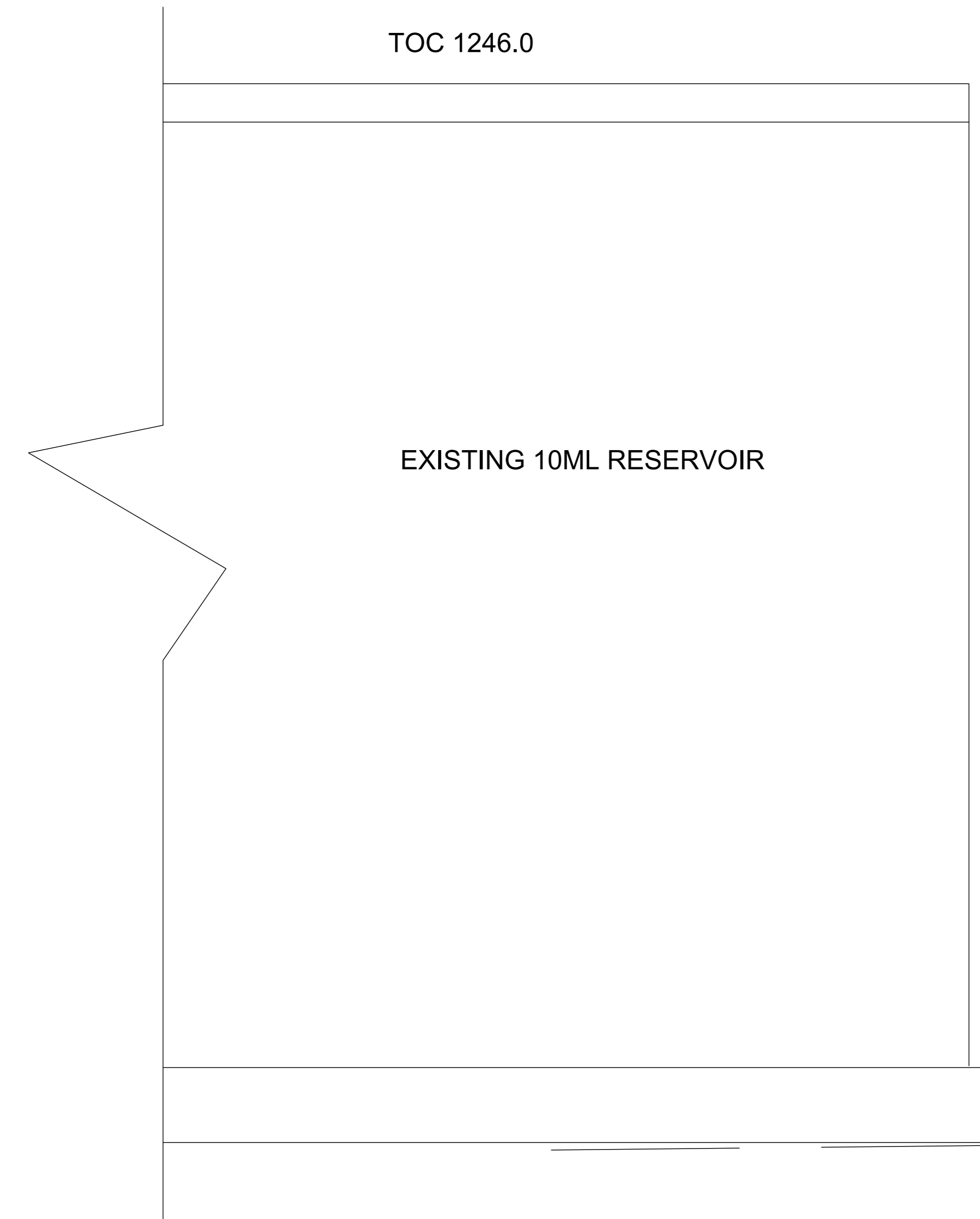
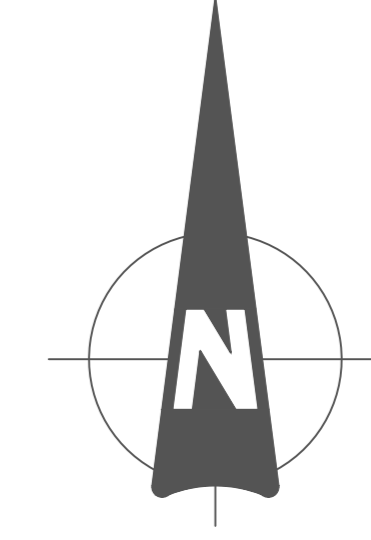
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PROJECT No:	_____
SHEET No:	_____
PAPER SIZE:	A0
SCALE:	_____
DATE:	_____

PROJECT STATUS	
RECEIVED SIGN WHEN APPLICABLE	
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PROJECT ENGINEER OF COT:	
NAME: _____ Pr Eng.	Prof Reg No: _____
SIGNATURE: _____	DATE: _____
INSPECTOR OF WORKS OF COT:	
NAME: _____	Prof Reg No: _____
SIGNATURE: _____	DATE: _____

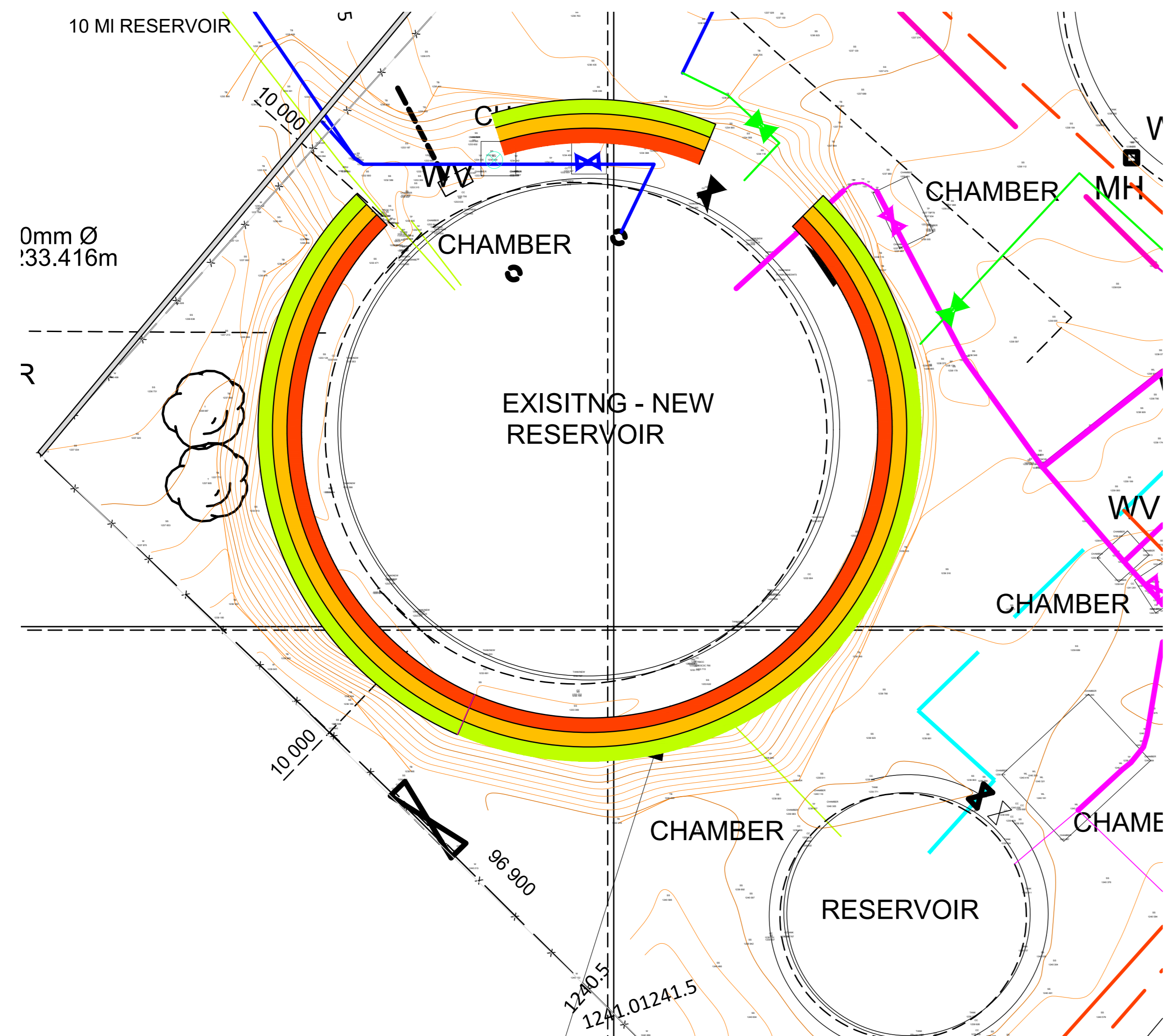
LOCATION OF PROJECT:	KLIPGAT COMMAND RESERVOIR
DESCRIPTION OF PROJECT:	COMMISSIONING OF 10MI CONCRETE COMMAND RESERVOIR IN KLIPGAT
WBS No. :	_____
COT DRAWING NUMBER:	_____

NOTES AND SPECIFICATIONS
GENERAL

1. ALL MATERIAL AND WORKMANSHIP MUST COMPLY WITH THE REQUIREMENTS OF THE LATEST RELEVANT SANS REQUIREMENTS.
2. ALL DIMENSIONS ARE IN MILLIMETERS. (UNLESS OTHERWISE SPECIFIED).
3. DO NOT SCALE FROM THESE DRAWINGS. ALL DIMENSIONS MUST BE CHECKED AND APPROVED ON SITE.
4. ALL CONSTRUCTION TO BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR MUNICIPAL CIVIL ENGINEERING WORKS, THIRD EDITION 2005 AND THE STANDARD COT DETAIL DRAWINGS.
5. THESE DRAWINGS MUST BE READ IN CONJUNCTION WITH THE STANDARD DRAWINGS (IF APPLICABLE).
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9. FINAL POSITION OF SERVICES TO BE DETERMINED ON SITE.



GABION MATTRESS DETAILS
SCALE 1:50



NEW RESERVOIR ROCK EMBARKMENT PROTECTION - PROPOSED GABION MATTRESS DETAILS AND LAYOUT



0001
CITY OF TSHWANE
WATER AND SANITATION

AMENDMENTS			
NR	DATE	APPROVED	DESCRIPTION
15	20/08/2021		CHANGE OF DEPARTMENT

WATER AND SANITATION			
DIRECTOR: W&S INFRASTRUCTURE PLANNING AND SYSTEM DEVELOPMENT			
NAME	Prof. Reg. No.	SIGNATURE	DATE
REGIONAL DIRECTOR: (1,2,3,4,5,6 or 7)			
NAME	Prof. Reg. No.	SIGNATURE	DATE
DIRECTOR: WATER CONSERVATION AND WATER DEMAND MANAGEMENT			
NAME	Prof. Reg. No.	SIGNATURE	DATE
DIRECTOR: BULK WATER			
NAME	Prof. Reg. No.	SIGNATURE	DATE
DIRECTOR: INFRASTRUCTURE PROVISION			
NAME	Prof. Reg. No.	SIGNATURE	DATE
DIRECTOR: WASTE WATER TREATMENT			
NAME	Prof. Reg. No.	SIGNATURE	DATE

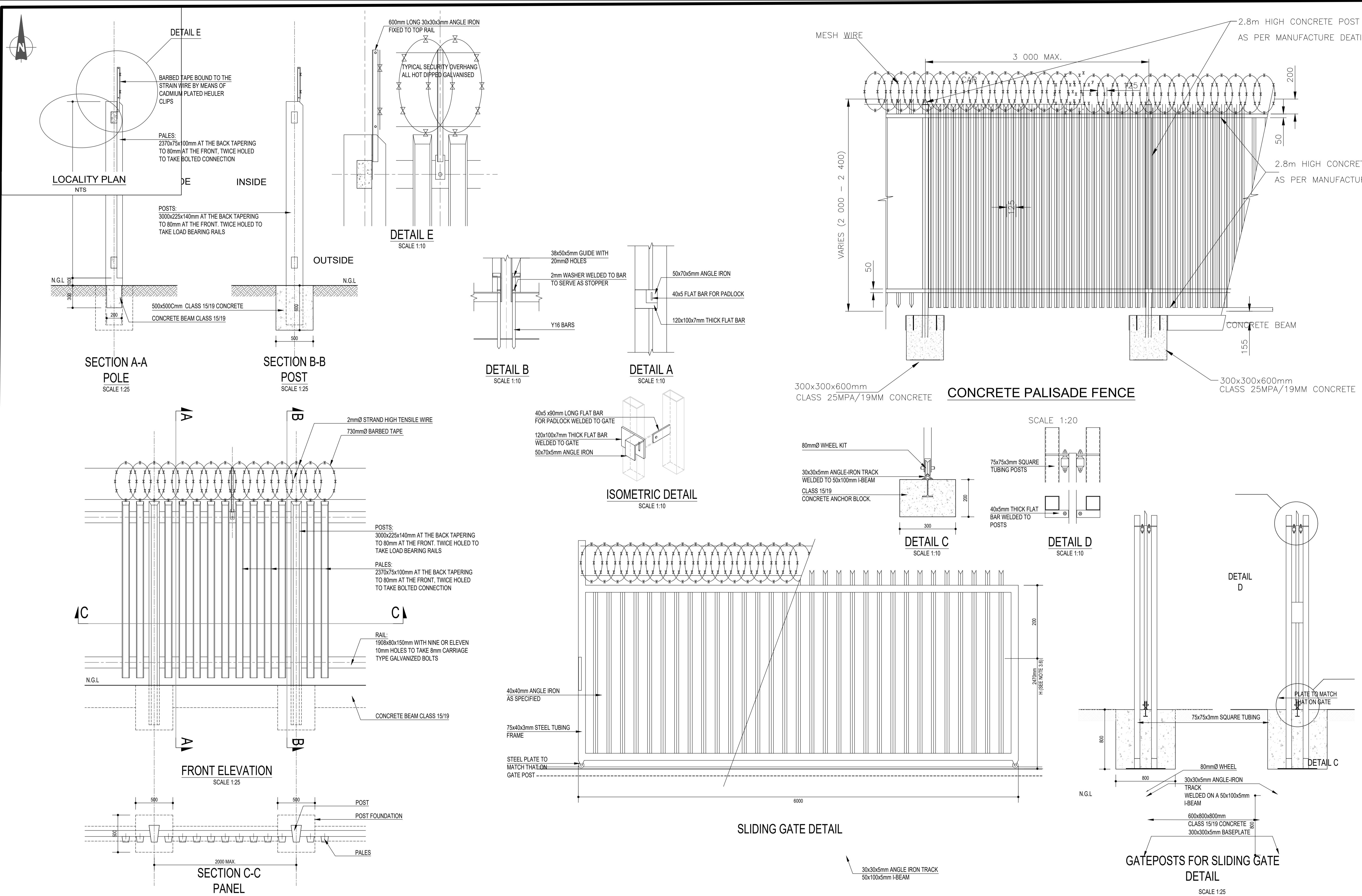
CONSULTANT DETAIL	
I. F Phaswana Prof Reg No: 2020300793	
HEREBY CERTIFY THAT THE SERVICES WILL HAVE BEEN INSTALLED ACCORDING TO NOTE 9 OF THE ABOVE NOTES AND TO THE DRAWING	
SIGNATURE	DATE
CONSULTANT DRAWING NUMBER: 2410141-CV-005	

DESIGNED	
NAME: S Mncameleni Pr Eng. Prof Reg No: 2022404183	DATE: _____
SIGNATURE: _____	DATE: _____
DRAWN	
NAME: F Phaswana Pr Tech Eng. Prof Reg No: 2020300793	DATE: _____
SIGNATURE: _____	DATE: _____
CHECKED	
NAME: F Phaswana Pr Tech Eng. Prof Reg No: 2020300793	DATE: _____
SIGNATURE: _____	DATE: _____
INFORMATION OFFICE CHECKED	
NAME: F Phaswana Pr Tech Eng. Prof Reg No: 2020300793	DATE: _____
SIGNATURE: _____	DATE: _____
DESIGN OFFICE APPROVAL	
NAME: S Mncameleni Pr Eng. Prof Reg No: 2022404183	DATE: _____
SIGNATURE: _____	DATE: _____

CONTRACT No:	_____
PROJECT No:	_____
SHEET No:	_____
PAPER SIZE:	A0
SCALE:	_____
DATE:	_____

PROJECT STATUS			
RECEIVED SIGN WHEN APPLICABLE			
<input type="radio"/> CONCEPT DRAWING	<input type="radio"/> TENDER DRAWING	<input type="radio"/> APPROVED CONSTRUCTION DRAWING	<input type="radio"/> AS BUILT DRAWING
PROJECT ENGINEER OF COT:			
NAME: _____ Pr Eng.	Prof Reg No: _____	DATE: _____	
INSPECTOR OF WORKS OF COT:			
NAME: _____	Prof Reg No: _____	DATE: _____	

LOCATION OF PROJECT:	KLIPGAT COMMAND RESERVOIR
DESCRIPTION OF PROJECT:	COMMISSIONING OF 10MI CONCRETE COMMAND RESERVOIR IN KLIPGAT
WBS No. :	_____
COT DRAWING NUMBER:	_____



NOTES AND SPECIFICATIONS GENERAL

- GENERAL**
 - 1.1 ALL MATERIAL AND WORKMANSHIP MUST COMPLY WITH THE REQUIREMENTS OF THE LATEST RELEVANT SANS REQUIREMENTS.
 - 1.2 ALL DIMENSIONS ARE IN MILLIMETERS. (UNLESS OTHERWISE SPECIFIED)
 - 1.3 DO NOT SCALE FROM THESE DRAWINGS.
 - 1.4 ALL DIMENSIONS MUST BE CHECKED AND APPROVED ON SITE.
 - 1.5 ALL CONSTRUCTION TO BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR MUNICIPAL CIVIL ENGINEERING WORKS, THIRD EDITION 2005 AND THE STANDARD CTMM DETAIL DRAWINGS.
 - 1.6 THESE DRAWINGS MUST BE READ IN CONJUNCTION WITH THE ARCHITECT'S DRAWINGS. (IF APPLICABLE)
- CONCRETE**
 - 2.1 REINFORCED CONCRETE WORK SHALL BE IN STRICT ACCORDANCE WITH SECTIONS 702, 703 AND 704 OF THE STANDARD SPECIFICATIONS, FOR MUNICIPAL CIVIL ENGINEERING WORKS, 1991.
 - 2.2 ALL EXCAVATIONS FOR BASES AND FOOTINGS MUST BE INSPECTED AND APPROVED IN WRITING BY THE ENGINEER BEFORE CONCRETE IS PLACED.
 - 2.3 REINFORCEMENT AND FORMWORK MUST BE INSPECTED AND APPROVED IN WRITING BY THE ENGINEER BEFORE CONCRETE IS PLACED.
- STEELWORK**
 - 3.1 STRUCTURAL STEELWORK SHALL BE IN STRICT ACCORDANCE WITH SECTION 805 OF THE STANDARD SPECIFICATIONS FOR MUNICIPAL CIVIL ENGINEERING WORKS, 1991.
 - 3.2 STRUCTURAL STEEL SHALL BE GRADE 300W UNLESS OTHERWISE INDICATED OR SPECIFIED.
 - 3.3 COLD FORMED SECTIONS SHALL BE MADE FROM COMMERCIAL QUALITY STEEL UNLESS OTHERWISE SPECIFIED.
 - 3.4 HOLDING DOWN BOLTS SHALL BE OF THE GRADE SPECIFIED ON THE DRAWINGS.
 - 3.5 PAINTING OF STRUCTURAL STEELWORK SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF SECTION 806 OF THE STANDARD SPECIFICATIONS. NOTE: THE RATES TENDERED FOR STRUCTURAL STEELWORK SHALL BE DEEMED TO INCLUDE PAINTING AS SPECIFIED IN SECTION 806 OF THE STANDARD SPECIFICATIONS.
 - 3.6 "W" AND "H" INDICATE THE WIDTH OF THE GATE AND HEIGHT OF THE PALISADE FENCE RESPECTIVELY. VALUES FOR "W" AND "H" WILL BE SHOWN ON THE DETAIL DRAWINGS, IN THE SCHEDULE OF QUANTITIES OR INDICATED BY THE ENGINEER.

1. THESE ARE TYPICAL CONCRETE PALISADE FENCE DETAILS AND SHOULD ONLY BE USED AS AN EXAMPLE.
2. THE PROPOSED FENCING AND MANUFACTURER THERE-OF MUST BE APPROVED BY THE ENGINEER IN WRITING BEFORE ANY FENCING MATERIAL IS ORDERED.
3. ALL WORK MUST BE STRICTLY IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.
4. BARBED TAPE FOR SECURITY PURPOSES WILL ONLY BE REQUIRED IF SPECIFICALLY INDICATED ON THE DETAIL DRAWINGS OR SCHEDULE OF QUANTITIES, OR ORDERED BY THE ENGINEER.

- SPECIFICATIONS**
- POSTS**
 SIZE : 300x225x140mm AT THE BACK TAPERING TO 80mm AT THE FRONT. TWICE HOLED TO TAKE LOAD BEARING RAILS.
 STEEL : PRE-STRESSED 6x4mm CRIMP WIRES GRADE 1550/1700MPa STRESSED TO 75% OF U.T.S. ENDS CUT GROUND LEVEL AND SEALED WITH AN EPOXY.
- PALES**
 SIZE : 2370x75x100mm AT THE BACK TAPERING TO 80mm AT THE FRONT TWICE HOLED TO TAKE BOLTED CONNECTION.
 STEEL : PRE-STRESSED 4x2.65mm CRIMP WIRES GRADE 1550/1700MPa STRESSED TO 75% OF U.T.S. ENDS CUT GROUND LEVEL AND SEALED WITH AN EPOXY.
- TOP EDGE ANGLE** : 45 DEGREES FROM BACK TO FRONT.
- RAILS**
 SIZE : 1908x80x150mm WITH NINE OR ELEVEN HOLES TO TAKE 8mm CARRIAGE TYPE GALVANIZED BOLTS.
 STEEL : PRE-STRESSED 4x4mm CRIMP WIRES GRADE 1550/1700MPa STRESSED TO 75% OF U.T.S. ENDS CUT GROUND LEVEL AND SEALED WITH AN EPOXY.
- FIXING OF PALES TO RAILS** : M8 x 140mm ELECTRO GALVANIZED CARRIAGE BOLTS.
- GENERAL**
 ALL COMPONENTS ARE OFF-SHUTTER FINISHED WITH THE BACK WOOD FLOATED. ALL REINFORCING IS LOCATED TO ENSURE A CONCRETE COVER OF 20mm. THE CONCRETE STRENGTH OF ALL PRE-STRESSED COMPONENTS IS A MINIMUM OF 40MPa AND FOUNDATIONS 15MPa, BOTH AT 28 DAYS.



AMENDMENTS				
NR	DATE	APPROVED	DESCRIPTION	PAR
15	20/08/2021		CHANGE OF DEPARTMENT	

WATER AND SANITATION			
FOR INTERNAL APPROVAL - SIGNATURES ONLY WHEN APPLICABLE			
DIRECTOR: W&S INFRASTRUCTURE PLANNING AND SYSTEM DEVELOPMENT			
NAME	Prof. Reg. No.	SIGNATURE	DATE
REGIONAL DIRECTOR: (1,2,3,4,5,6 or 7)			
NAME	Prof. Reg. No.	SIGNATURE	DATE
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NAME	Prof. Reg. No.	SIGNATURE	DATE
DIRECTOR: INFRASTRUCTURE PROVISION			
NAME	Prof. Reg. No.	SIGNATURE	DATE
DIRECTOR: WASTE WATER TREATMENT			
NAME	Prof. Reg. No.	SIGNATURE	DATE

CONSULTANT DETAIL

DESIGNED
 NAME: F Phaswana Pr Tech Eng Prof Reg No: 2020300793
 SIGNATURE: _____ DATE: _____

DRAWN
 NAME: FA Abureni Pr Techni Eng Prof Reg No: 201530008
 SIGNATURE: _____ DATE: _____

CHECKED
 NAME: F Phaswana Pr Tech Eng Prof Reg No: 2020300793
 SIGNATURE: _____ DATE: _____

INFORMATION OFFICE CHECKED
 NAME: F Phaswana Pr Tech Eng Prof Reg No: 2020300793
 SIGNATURE: _____ DATE: _____

DESIGN OFFICE APPROVAL
 NAME: F Phaswana Pr Tech Eng Prof Reg No: 2020300793
 SIGNATURE: _____ DATE: _____

CONSULTANT DRAWING NUMBER:
2410141-CV-004

CONTRACT No:	
PROJECT No:	
SHEET No:	
PAPER SIZE:	A0
SCALE:	
DATE:	

PROJECT STATUS	
RECEIVED SIGN WHEN APPLICABLE	
CONCEPT DRAWING	<input type="checkbox"/>
TENDER DRAWING	<input type="checkbox"/>
APPROVED CONSTRUCTION DRAWING	<input type="checkbox"/>
AS BUILT DRAWING	<input type="checkbox"/>
PROJECT ENGINEER OF COT:	
NAME: _____ Pr Eng	Prof Reg No: _____
SIGNATURE: _____	DATE: _____
INSPECTOR OF WORKS OF COT:	
NAME: _____ Pr Eng	Prof Reg No: _____
SIGNATURE: _____	DATE: _____

LOCATION OF PROJECT:	KLIPGAT COMMAND RESERVOIR
DESCRIPTION OF PROJECT:	COMPLETION OF OUTSTANDING WORKS ON THE 10ML CONCRETE RESERVOIR, BULK WATER PIPELINE, VALVES CHAMBERS AND MANHOLES, AT KLIPGAT RESERVOIR
WBS No.:	---
COT DRAWING NUMBER:	---

SPECIAL SPECIFICATIONS FOR CONTROL VALVES IN THE CHAMBER HOUSE

EXISTING SINGER MODEL VALVE - ALTITUDE ELECTRONIC PRESSURE CONTROL VALVE IN THE CHAMBER HOUSE - OUTSTANDING WORK SPECIFICATIONS:

Details of equipment required to upgrade current valve on site to original tender specification

400mm control valve - Main Line valve
400mm model #S106-A-Type-2-RF-SC-AC combination altitude, rate of flow, solenoid shut off & Anti-Cavitation valve, complete auxiliary control pilot system, to be installed on site at Klipgat reservoir. The auxiliary control pilot system to include the following features:

The Altitude feature, Model #A-type-2 allows normal forward flow to fill the reservoir to the maximum level and then closes drip-tight at the set-point. It opens to refill the tank once the level drops a fixed distance below the highwater level. The altitude pilot shall have a range of between 3 and 18meters

The Rate of flow feature, Model #R-F is ideal for limiting the flow to a pre-determined maximum (via maintaining a continuous pressure differential across an orifice). When the pressure differential is less than the set-point, the valve opens, allowing flow to meet pre-determined demand. At the desired maximum set-point, the pilot reacts to small changes in sensing pressure and controls the main valve position by modulating the pressure above the diaphragm. When the pressure drop across the orifice (already installed) exceeds the set-point, the valve closes slightly, limiting the flow to the pre-set maximum. The orifice is sized to generate a pressure differential of 0.2 to 0.35 bar at the desired flow. Adjusting the pilot setting permits the maximum flow to be changed in the field above or below the original point.

The Solenoid shut off feature, Model #S-C provides an electrical on-off position over-ride. The solenoid either admits inlet pressure into the main valve operating chamber or releases pressure from the operating chamber. The solenoid pilot system is piped to discharge at the valve outlet, but can be piped to discharge to drain (atmosphere) depending of available differential pressure on site. The solenoid control is available with the main valve closed when the solenoid is energized, meaning the solenoid is normally open (NO - Normally Open).

The auxiliary control system shall also be fitted with stainless steel auxiliary compression fitting, stainless steel tubing, large capacity pilot inlet strainer, ball valves and gauges.

Additional requirements

The above 400mm altitude control valve shall be fitted with the Model #X156 linear inductive position transmitter

The X156 Linear Inductive Valve Position Transmitter electronically indicates the position of the valve and is ideal for applications where precision and accuracy is required. It is mounted directly to the main valve stem and uses an external source of 24VDC power, a 4 to 20mA signal proportional to valve stroke is generated and transmitted. The zero and span are fully adjustable over the complete range of stroke. The ports opposite the main valve auxiliary control system shall be utilized for pressure transducers and shall be retrofitted with isolating ball valves and the required stainless-steel fittings, which will terminate with a 1/2" process connections, allowing for direct mounting of pressure transducers upstream and downstream of the valve.

model #SPI Single point insertion meter
Offer the SPI (which will be connected to the two valves), remove the valves from the pipeline and modify the valves slightly. Currently the 400mm valves has a 1/2" (20mm) process connection (at the inlet of the valves) and the 150mm has a 1/2" (15mm) process connection. The SPI insertion meter Probe is 1" (25mm) in diameter and as a result, can not fit the existing valves. The valves will be machined and the ports will be increase to 25mm at supplier factory, it unfortunately can not be done on site.

150mm control valve - By-Pass valve

Details of equipment required to upgrade current valve on site to original tender specification

150mm model #S106-A-Type-2-RF-SC-AC combination altitude, rate of flow, solenoid shut off & Anti-Cavitation valve, complete auxiliary control pilot system, to be installed on site at Klipgat reservoir. The auxiliary control pilot system to include the following features:

The Altitude feature, Model #A-type-2 allows normal forward flow to fill the reservoir to the maximum level and then closes drip-tight at the set-point. It opens to refill the tank once the level drops a fixed distance below the highwater level. The altitude pilot shall have a range of between 3 and 18meters

The Rate of flow feature, Model #S106-RF is ideal for limiting the flow to a pre-determined maximum (via maintaining a continuous pressure differential across an orifice). When the pressure differential is less than the set-point, the valve opens, allowing flow to meet pre-determined demand. At the desired maximum set-point, the pilot reacts to small changes in sensing pressure and controls the main valve position by modulating the pressure above the diaphragm. When the pressure drop across the orifice (already installed) exceeds the set-point, the valve closes slightly, limiting the flow to the pre-set maximum. The orifice is sized to generate a pressure differential of 0.2 to 0.35 bar at the desired flow. Adjusting the pilot setting permits the maximum flow to be changed in the field above or below the original point.

The Solenoid shut off feature, Model #S106-SC provides an electrical on-off position over-ride. The solenoid either admits inlet pressure into the main valve operating chamber or releases pressure from the operating chamber. The solenoid pilot system is piped to discharge at the valve outlet, but can be piped to discharge to drain (atmosphere) depending of available differential pressure on site. The solenoid control is available with the main valve closed when the solenoid is energized, meaning the solenoid is normally open (NO - Normally Open).

The auxiliary control system shall also be fitted with stainless steel auxiliary compression fitting, stainless steel tubing, large capacity pilot inlet strainer, ball valves and gauges

150mm Telemetry requirements

The above 150mm altitude control valve shall be fitted with the Model #X156 linear inductive position transmitter

The X156 Linear Inductive Valve Position Transmitter electronically indicates the position of the valve and is ideal for applications where precision and accuracy is required. It is mounted directly to the main valve stem and uses an external source of 24VDC power, a 4 to 20mA signal proportional to valve stroke is generated and transmitted. The zero and span are fully adjustable over the complete range of stroke. The ports opposite the main valve auxiliary control system shall be utilized for pressure transducers and shall be retrofitted with isolating ball valves and the required stainless-steel fittings, which will terminate with a 1/2" process connections, allowing for direct mounting of pressure transducers upstream and downstream of the valve.

NOTES AND SPECIFICATIONS

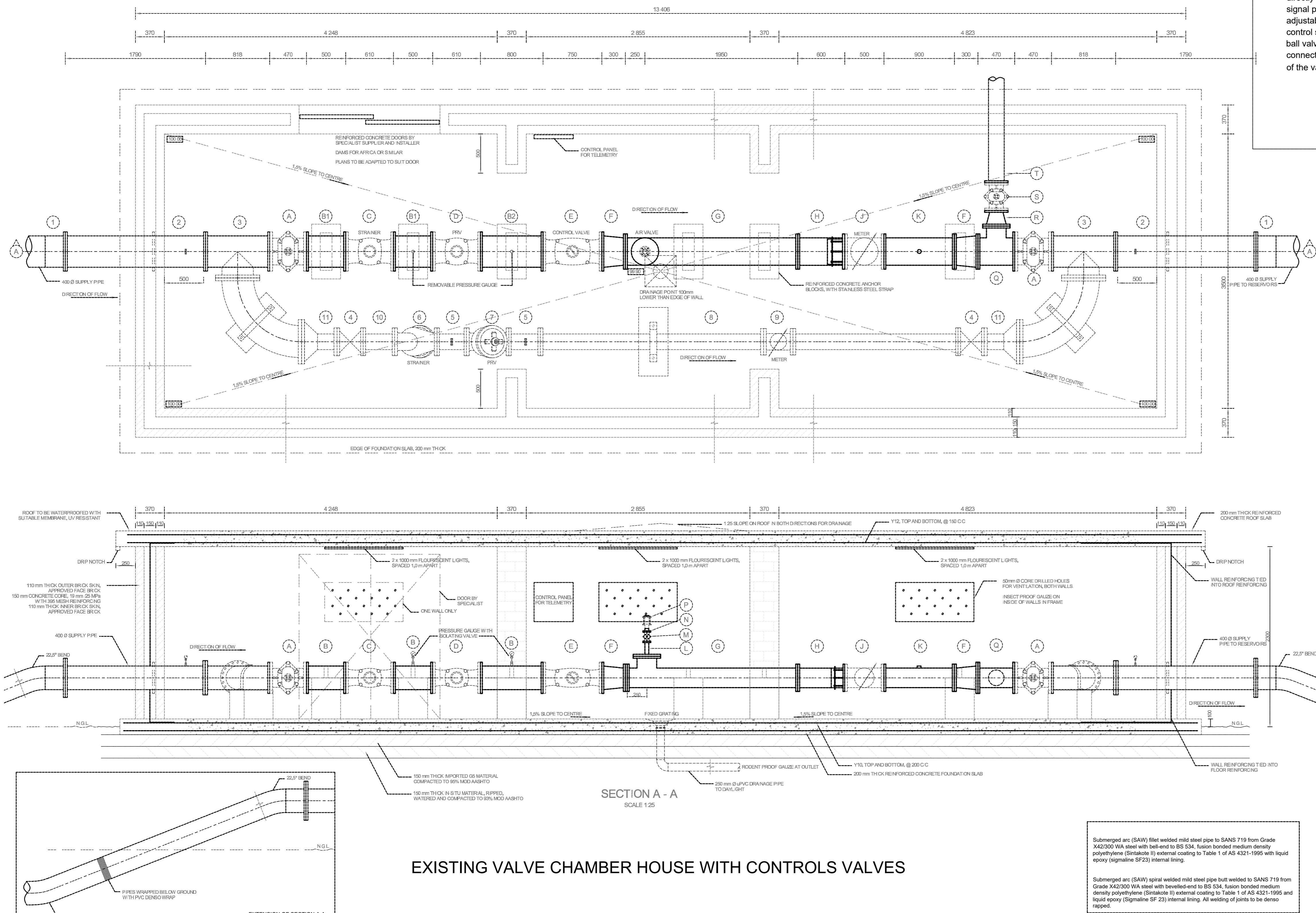
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INLET CHAMBER FITTING LIST

REF NO	DESCRIPTION	FLANGE TO FLANGE DIMENSION, mm
A	400 Ø RSV FLANGED GATE VALVE, LH CLOSING, PN 25, WITH CAPPED TOP ALTERNATIVE BUTTERFLY VALVE	470
B1	400 Ø FLANGED PIPE SECTION	500
B2	400 Ø FLANGED PIPE SECTION	800
C	400 Ø SENSUS STRAINER, PN 25	610
D	400 Ø BERMAID, PRV RATING 16.6, OR SIMILAR	610
E	400 Ø CLAYTON CONTROL VALVE, WITH BERMAID ALTITUDE PILOT VALVE FOR LEVEL CONTROL	750
F	400 Ø - 350 Ø FLANGED REDUCER, PN 25	300
G	350 Ø FLANGED T-PIECE, REFER LAYOUT FOR DIMENSIONS	2200
H	350 Ø PIPE SECTION FLANGED ONE END, FLANGED ADAPTOR OTHER END	600
J	350 Ø SENSUS WPD WATER METER, PN 25	500
K	400 Ø FLANGED PIPE SECTION WITH 3/4" WELDED FEMALE SOCKET FOR STAND PIPE	900
L	100 Ø STEEL REDUCER PIPE SECTION, ONE END 100 Ø FLANGE, OTHER END 350 Ø FLANGES	200
M	100 Ø RSV GATE VALVE, LH CLOSING, PN 25, WITH HAND WHEEL	200
N	100 Ø STEEL FLANGED SECTION	100
P	AIR VALVE, PN 25 TYPE VAG	
Q	400 Ø FLANGED EQUAL TEE	470
R	400 x 200 Ø FLANGED REDUCER	250
S	200 Ø FLANGED BUTTERFLY VALVE PN25	250
T	200 Ø FLANGED STEEL PIPE SECTION	VARIES

TYPICAL STEEL PIPE BYPASS FITTINGS

REF NR	DESCRIPTION	DIMENSIONS
1	400 Ø FLANGE ADAPTOR PIPE, FLANGED TO SAB1123-2500/3	
2	400 Ø x 1750 mm LONG STEEL PIPE WITH PUDDLE FLANGE, BOTH ENDS FLANGED SABS 1123 - 2500/3	1750 1125, 465
3	400 Ø x 400 Ø STEEL TEE WITH ALL ENDS FLANGED SABS 1123 - 2500/3	400, 400
4	150 Ø RSV GATE VALVE (PN25) WITH HANDWHEEL AND ANTI-CLOCKWISE CLOSING TO SABS 684, BOTH ENDS FLANGED TO SABS 1123 - 2500/3	
5	150 Ø STEEL STRAIGHT WITH BOTH ENDS FLANGED TO SABS 1123 - 2500/3	340
6	150 Ø BERMAID 7UF STRAINER (OR SIMILAR APPROVED), PN25, STAINLESS STEEL SCREEN & BASKET, ENDS FLANGED TO SABS 1123 - 2500/3	
7	150 Ø BERMAID FLAT DISK PRESSURE REDUCING VALVE COMPLETE, PN25 ENDS FLANGED TO SABS 1123 - 2500/3	
8	150 Ø STEEL STRAIGHT ONE END FLANGED TO SABS 1123 - 2500/3 ONE END FLANGED TO SABS 1123 - 1600/3	150, 1500
9	150 Ø SENSUS WPD WATER METER (OR SIMILAR APPROVED), PN16 BOTH ENDS FLANGED TO SABS 1123 - 1600/3	460
10	150 Ø VIKING JOHNSON DISMANTLING JOINT (OR SIMILAR APPROVED), PN16 BOTH ENDS FLANGED TO SABS 1123 - 1600/3	
11	400 Ø x 150 Ø STEEL REDUCER BOTH ENDS FLANGED SABS 1123 - 2500/3	280, 450, 1500



EXISTING VALVE CHAMBER HOUSE WITH CONTROLS VALVES

Submitted as (SAB) flat welded mild steel pipe to SABS 719 from Grade 40/200 RSV steel with level ends to 16.5 SAK. Surface bonded medium density polyethylene (Stribate II) external coating to Table 1 of AS 4321-1995 with liquid epoxy (Epoxytec EP 23) internal lining. All welding of joints to be done rapped.

Submitted as (SAB) spiral welded mild steel pipe flat welded to SABS 719 from Grade 40/200 RSV steel with level ends to 16.5 SAK. Surface bonded medium density polyethylene (Stribate II) external coating to Table 1 of AS 4321-1995 and liquid epoxy (Epoxytec EP 23) internal lining. All welding of joints to be done rapped.

CITY OF TSHWANE
SERVICES INFRASTRUCTURE DEPARTMENT
WATER AND SANITATION
NNDWAMATO T MUTSHIDZA
STRATEGIC EXECUTIVE DIRECTOR
BONGIWE ZWEDALA
EXECUTIVE DIRECTOR

AMENDMENTS			
NR	DATE	APPROVED	DESCRIPTION
1	06.03.2025		ISSUED FOR TENDER

WATER AND SANITATION FOR INTERNAL APPROVAL - RECEIVED SIGN WHEN APPLICABLE			
DIRECTOR: INFRASTRUCTURE PROVISION	NAME	Prof. Reg. No.	SIGNATURE
DIRECTOR: WATER DISTRIBUTION			
DIRECTOR: BULK WATER SERVICES			
DIRECTOR: WATER & SANITATION: PLANNING & REGULATION			
DIRECTOR: WASTE WATER COLLECTION			
DIRECTOR: WASTE WATER TREATMENT			

CONSULTANT DETAIL

GESMAT

I. F Phaswana Prof. Reg. No. 2020300793
HEREBY CERTIFY THAT THE SERVICES WILL HAVE BEEN INSTALLED ACCORDING TO NOTE 9 OF THE ABOVE NOTES AND TO THE DRAWING

CONSULTANT DRAWING NUMBER
2410141 - CV - 003

DESIGNED	
NAME: S.Mncameli	Prof. Reg. No. 2022404183
SIGNATURE: _____	DATE: 06.03.2025
DRAWN	
NAME: S.Mncameli	DATE: 06.03.2025
CHECKED	
NAME: R.Harcombe Pr. Eng Tech	Prof. Reg. No. 201070025
SIGNATURE: _____	DATE: 06.03.2025
INFORMATION OFFICE CHECKED	
NAME: R.Harcombe Pr. Eng Tech	DATE: 06.03.2025
DESIGN OFFICE APPROVAL	
NAME: R.Harcombe Pr. Eng Tech	Prof. Reg. No. 201070025
SIGNATURE: _____	DATE: 06.03.2025

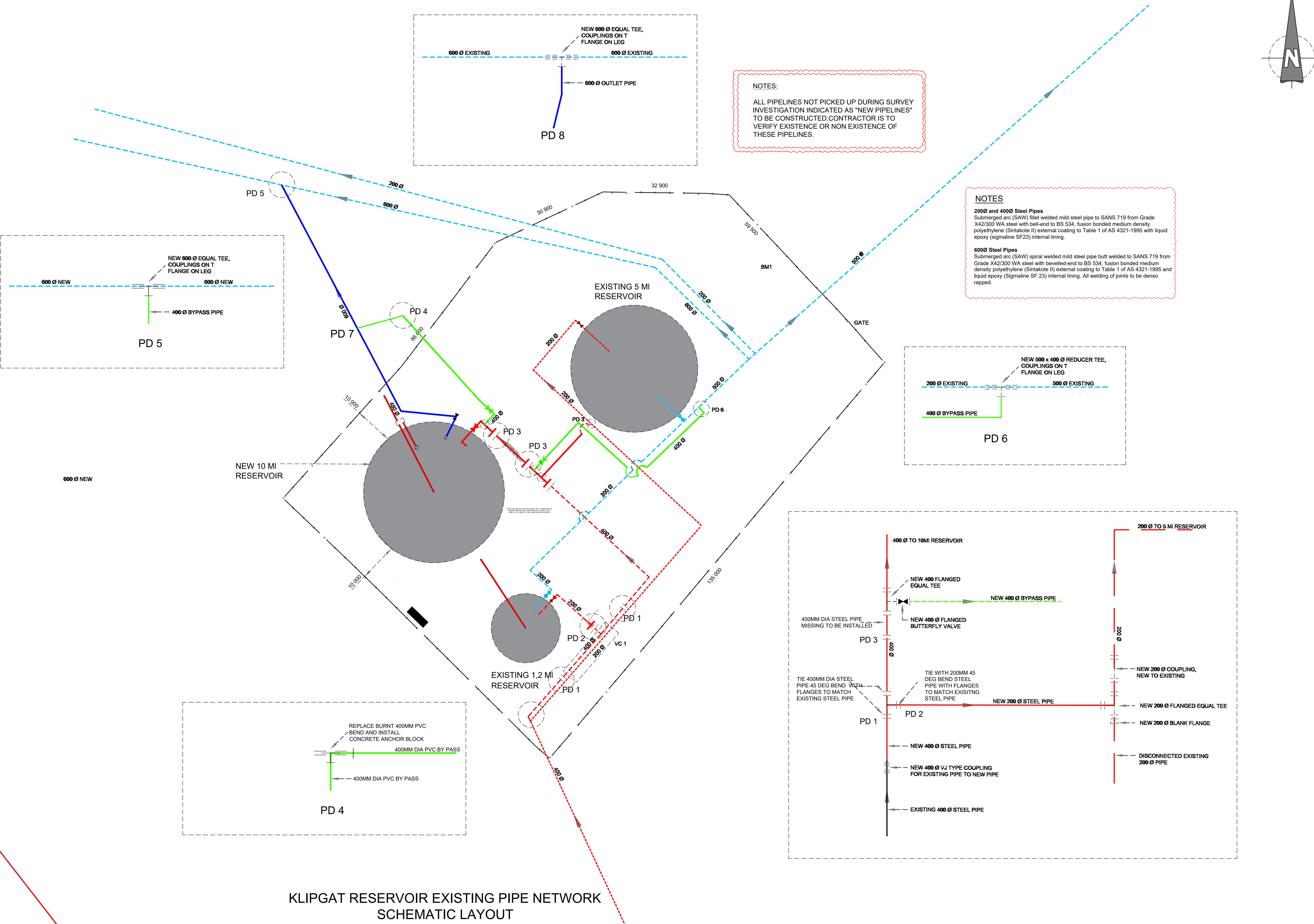
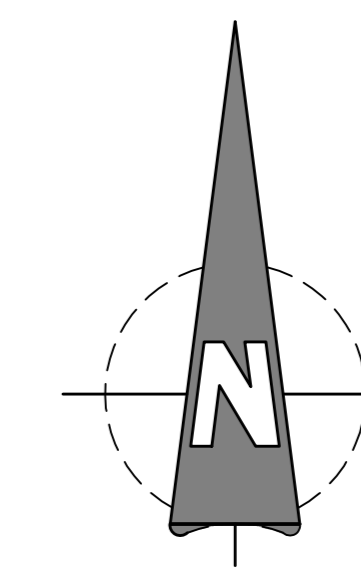
CONTRACT No.		LOCATION OF PROJECT	
USD WS 04-2024/25		KLIPGAT / HOSPITAL	
PROJECT No.		DESCRIPTION OF PROJECT:	
2410141		COMPLETION OF OUTSTANDING WORKS ON THE 10ML CONCRETE RESERVOIR, BULK WATER PIPELINE, VALVES CHAMBERS AND MANHOLES, AT KLIPGAT RESERVOIR	
SHEET No.		WBS Nr.	
1/1			
PAPER SIZE		COT DRAWING NUMBER	
A1		-	
SCALE		REVISION	
1:500		-	
DATE:		REVISION	
06 March 2025		-	

PROJECT STATUS			
CONCEPT DRAWING	TENDER DRAWING	APPROVED CONSTRUCTION DRAWING	AS BUILT DRAWING
PROJECT ENGINEER OF COT:			
NAME	SIGNATURE		
Prof. Reg. No.	DATE		
INSPECTOR OF WORKS OF COT:			
NAME	SIGNATURE		
	DATE		

GENERAL NOTES AND SPECIFICATION

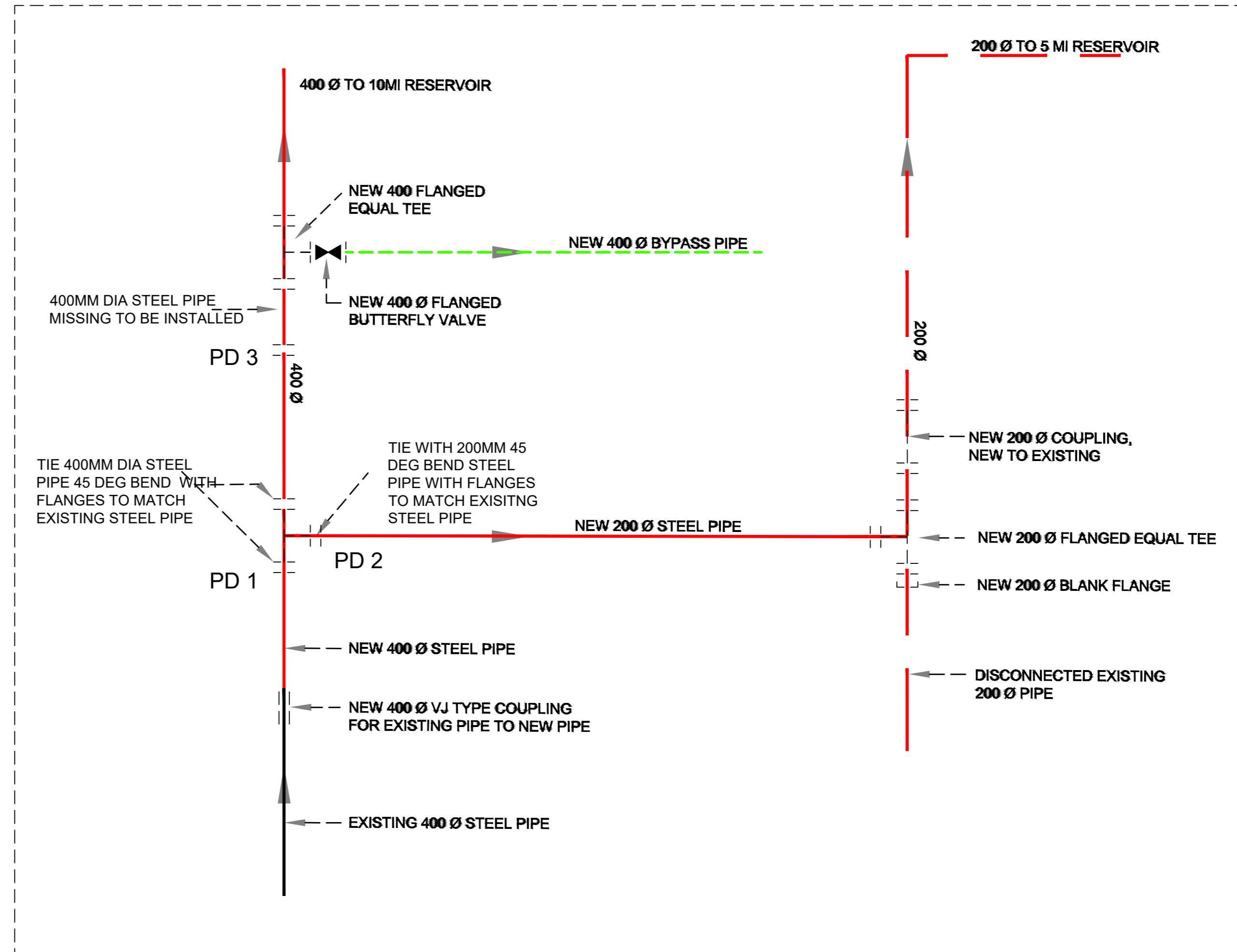
- GENERAL**
- 1 ALL MATERIAL AND WORKMANSHIP MUST COMPLY WITH THE REQUIREMENTS OF THE LATEST RELEVANT SANS REQUIREMENTS.
 - 2 ALL DIMENSIONS ARE IN MILLIMETRES. (UNLESS OTHERWISE SPECIFIED)
 - 3 DO NOT SCALE FROM THESE DRAWINGS.
 - 4 ALL DIMENSIONS MUST BE CHECKED AND APPROVED ON SITE.
 - 5 ALL CONSTRUCTION TO BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR MUNICIPAL CIVIL ENGINEERING WORKS, THIRD EDITION 2005 AND THE STANDARD CoT DETAIL DRAWINGS
 - 6 THIS DRAWING MUST BE READ IN CONJUNCTION WITH THE STANDARD SPECIFICATIONS FOR MUNICIPAL CIVIL ENGINEERING WORKS, SERIES 4
 - 7 THE SIGNATURE OR INITIALS ON THIS DRAWING, OF ANY MANAGER OF THE PUBLIC WORKS AND INFRASTRUCTURE DEVELOPMENT DEPARTMENT, IN NO WAY REMOVES ANY RESPONSIBILITY WHATSOEVER FROM THE CONSULTANT.
 - 8 THE CONSULTANT REMAINS RESPONSIBLE TO ENSURE THAT ALL THE GUIDELINES, STANDARD DRAWINGS, STANDARDS AND SPECIFICATIONS OF THE PUBLIC WORKS AND INFRASTRUCTURE DEVELOPMENT DEPARTMENT HAVE BEEN MET AND ARE COMPLIED WITH.
 - 9 FINAL POSITION OF SERVICES TO BE DETERMINED ON SITE.

- LEGEND**
- EXISTING INLET PIPES
 - EXISTING PIPES TO BE MADE REDUNDANT
 - NEW INLET PIPES
 - EXISTING OUTLET PIPES
 - NEW OUTLET PIPES
 - INTER CONNECTION PIPES BETWEEN INLET AND OUTLET PIPES/ BY PASS
 - DIRECTION OF FLOW



NOTES:
ALL PIPELINES NOT PICKED UP DURING SURVEY INVESTIGATION INDICATED AS "NEW PIPELINES" TO BE CONSTRUCTED. CONTRACTOR IS TO VERIFY EXISTENCE OR NON EXISTENCE OF THESE PIPELINES.

NOTES
2000 and 4000 Steel Pipes
Submerged arc (SAW) fillet welded mild steel pipe to SANS 719 from Grade X42/300 WA steel with bell-end to BS 534, fusion bonded medium density polyethylene (Sintakote II) external coating to Table 1 of AS 4321-1995 with liquid epoxy (Sigmaline SF23) internal lining.
6000 Steel Pipes
Submerged arc (SAW) spiral welded mild steel pipe butt welded to SANS 719 from Grade X42/300 WA steel with bevelled-end to BS 534, fusion bonded medium density polyethylene (Sintakote II) external coating to Table 1 of AS 4321-1995 and liquid epoxy (Sigmaline SF 23) internal lining. All welding of joints to be densely rapped.



KLIPGAT RESERVOIR EXISTING PIPE NETWORK SCHEMATIC LAYOUT

CITY OF TSHWANE
SERVICES INFRASTRUCTURE DEPARTMENT
WATER AND SANITATION
NNDWAMATO T MUTSHIDZA
STRATEGIC EXECUTIVE DIRECTOR
BONGIWE ZWEDALA
EXECUTIVE DIRECTOR

AMENDMENTS				
NR	DATE	APPROVED	DESCRIPTION	PAR
1	06.03.2025		ISSUED FOR TENDER	SM

WATER AND SANITATION				
FOR INTERNAL APPROVAL - RECEIVED SIGN WHEN APPLICABLE				
DIRECTOR: INFRASTRUCTURE PROVISION				
NAME	Prof. Reg. No.	SIGNATURE	DATE	
DIRECTOR: WATER DISTRIBUTION				
NAME	Prof. Reg. No.	SIGNATURE	DATE	
DIRECTOR: BULK WATER SERVICES				
NAME	Prof. Reg. No.	SIGNATURE	DATE	
DIRECTOR: WATER & SANITATION: PLANNING & REGULATION				
NAME	Prof. Reg. No.	SIGNATURE	DATE	
DIRECTOR: WASTE WATER COLLECTION				
NAME	Prof. Reg. No.	SIGNATURE	DATE	
DIRECTOR: WASTE WATER TREATMENT				
NAME	Prof. Reg. No.	SIGNATURE	DATE	

CONSULTANT DETAIL

I. F Phaswana Prof. Reg. No. 2020300793
HEREBY CERTIFY THAT THE SERVICES WILL HAVE BEEN INSTALLED ACCORDING TO NOTE 9 OF THE ABOVE NOTES AND TO THE DRAWING

SIGNATURE: _____ DATE: _____

CONSULTANT DRAWING NUMBER: **2410141-CV-001**

DESIGNED
NAME: S.Mncameli Prof. Reg. No. 2022404183
SIGNATURE: _____ DATE: 06.03.2025

DRAWN
NAME: S.Mncameli
SIGNATURE: _____ DATE: 06.03.2025

CHECKED
NAME: R.Hartcombe Pr. Eng. Tech. Prof. Reg. No. 201070025
SIGNATURE: _____ DATE: 06.03.2025

INFORMATION OFFICE CHECKED
NAME: R.Hartcombe Pr. Eng. Tech.
SIGNATURE: _____ DATE: 06.03.2025

DESIGN OFFICE APPROVAL
NAME: R.Hartcombe Pr. Eng. Tech. Prof. Reg. No. 201070025
SIGNATURE: _____ DATE: 06.03.2025

CONTRACT No.
USD.WS.04.2024/25

PROJECT No.
...2410141...

SHEET No.
1/1

PAPER SIZE
A1

SCALE
1:500

DATE:
06 March 2025

LOCATION OF PROJECT
KLIPGAT / HOSPITAL

DESCRIPTION OF PROJECT:
COMPLETION OF OUTSTANDING WORKS ON THE 10ML CONCRETE RESERVOIR, BULK WATER PIPELINE, VALVES CHAMBERS AND MANHOLES, AT KLIPGAT RESERVOIR

WBS Nr.
-

COT DRAWING NUMBER
-

PROJECT STATUS

CONCEPT DRAWING [] TENDER DRAWING [] APPROVED CONSTRUCTION DRAWING [] AS BUILT DRAWING []

PROJECT ENGINEER OF COT:
NAME: _____ SIGNATURE: _____
Prof. Reg. No. _____ DATE: _____

INSPECTOR OF WORKS OF COT:
NAME: _____ SIGNATURE: _____
DATE: _____