



TENDER REFERENCE: GPM 01 2023/24

TENDER FOR THE APPOINTMENT OF A CONSTRUCTION CONTRACTOR FOR THE TENANT INSTALLATION/FIT-OUT OF MIDTOWN BUILDING FOR A PERIOD OF 18 MONTHS.

VOLUME 1

A Tender for category 7GB or higher CIDB registered contractors

ISSUED BY:	PREPARED BY:
The Director <u>Demand</u> P O Box 48 PRETORIA 0001 Tel: (012) 358-0343	The Group Head <u>Group Property Department</u> P O Box 440 PRETORIA 0001 Tel: (012) 358 2035

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) :	

CONTENTS

DESCRIPTION		COLOUR
<u>PORTION 1: TENDER</u>		
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
<u>PORTION 2: CONTRACT</u>		
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	
	C2.1 PRICE INSTRUCTIONS	Yellow
	C2.2 PRICE SCHEDULE	Yellow
PART C3	SCOPE OF WORK	
	C3.1 DESCRIPTION OF THE WORKS	Blue
	C3.2 ENGINEERING	Blue
	C3.3 PROCUREMENT	Blue
	C3.4 CONSTRUCTION	Blue
	C3.5 MANAGEMENT	Blue
	C3.6 SPECIFICATION AND VARIATIONS	Blue
	C3.7 CORRECTIONS & AMENDMENT TO STANDARD SPECIFICATION	Blue
	C3.9 HEALTH & SAFETY SPECIFICATION	Blue
PART C4	SITE INFORMATION	
	C4.1 LOCALITY PLAN	Green

PORTION 1: TENDER

PART T1: TENDER PROCEDURES

TABLE OF CONTENTS

T1.1	TENDER NOTICE AND INVITATION TO TENDER.....	2
T1.2	TENDER DATA.....	3
T1.3	STANDARD CONDITIONS OF TENDER.....	10

T1.1 TENDER NOTICE AND INVITATION TO TENDER

GPM 01 2023/24

CITY OF TSHWANE
GROUP PROPERTY DEPARTMENT

TENDER FOR THE APPOINTMENT OF A CONSTRUCTION CONTRACTOR FOR THE TENANT INSTALLATION/FIT-OUT OF MIDTOWN BUILDING FOR A PERIOD OF 18 MONTHS.

Tenders are hereby invited for the above services.

Tenderers should have a CIDB contractor grading designation of **7GB** or higher.

Tenders will be received on the closing dates and times 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:-
Tenders are hereby invited for the above work.

T The preferential points to be used will be the 80/20 and or 90/10 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.

The system comprises of the following elements:

- **80 points for price**
- **20 points for specific goals**

The system comprises of the following elements:

- **90 points for price**
- **10 points for specific goals**

A **COMPULSORY CLARIFICATION MEETING** with a representative of the Employer will take place in

**Venue: Ground Floor Foyer,
Midtown Building,
cnr Sisulu and Madiba Street,
Pretoria Central**

Date: 4 October 2023 at 10:00

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

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

The closing time for receipt of tenders is **10h00 on the 25 October 2023.**

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 Executive Director, SUPPLY CHAIN MANAGEMENT, PRETORIA, 0001 and must be submitted in the tender box situated at **Tshwane House, 320 Madiba Street, Pretoria, 0002**. Tenders will be opened at the latter address at the time indicated.

ENQUIRIES: Employers Agent (consultant): **Mr. Matimba Mackay**
Tel (Office): **072 570 8654**
E-Mail: hokwaniconsulting@gmail.com

Supply Chain Management
Official : Relebogile Malatswane
Tel: (012) 385 2735
Email: RelebogileM@tshwane.gov.z

T1.2 TENDER DATA

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

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

CLAUSE NUMBER		TENDER DATA
C.1.1	Actions	The Employer is City of Tshwane Metropolitan Municipality
C.1.2	Tender Documents	<p>Volume 1: <u>Tender Document</u></p> <p>THE TENDER</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 – Tender Notice and Invitation to Tender</p> <p>T1.2 – Tender data</p> <p>T1.2 – Standard Conditions of Tender</p> <p>Part T2: Returnable documents</p> <p>T2.1 – List of returnable documents</p> <p>T2.2 – Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 – Form of offer and acceptance</p> <p>C1.2 – Contract data</p> <p>Part C3: Scope of work</p> <p>C3 – Scope of work</p> <p>ANNEXURES</p>
C.1.3	Interpretation	Add the following new clause:
C.1.3.4		<i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i>
C.1.4	Communication (Employer's Agent(s))	<p>Agent: Mr. Matimba Mackay</p> <p>Address: 13 Esdoring Street, Highveld, Centurion, 0157</p> <p>Tel: 072 570 8654</p> <p>E-Mail: hokwaniconsulting@gmail.com</p> <p>Technical enquiries:</p> <p>Gernot Reiff</p> <p>(gernotr@tshwane.gov.za or 012 358 2035)</p>
C.2.1	Eligibility	<p>It is a mandatory requirement that tenderers must submit the following:</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 <u>7GB or higher class of construction work</u>, 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 <u>6GB or higher class of construction work</u>; and

CLAUSE NUMBER		TENDER DATA
		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 7GB 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.
C.2.2	Cost of Tendering	The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
C.2.5	Reference Documents	<p>Add the following:</p> <p>Unless specified otherwise in this document, the following standards and conditions of contract will be applicable under this Contract:</p> <ul style="list-style-type: none"> The document <i>“Standard Specifications for Municipal Civil Engineering Works”, Third Edition, 2005</i> issued by the Divisional Head: Roads and Stormwater of the City of Tshwane. This document is obtainable free of charge on the website www.tshwane.gov.za. The latest print version as current at 30 days before close of tenders of the document <i>“General Conditions of Contract for Construction Works 3rd Edition, 2015”</i> including corrections thereto as current at 30 days before close of tenders, as published by the <i>South African Institution of Civil Engineering</i>. The document may be purchased in hard copy from the <i>South African Institution of Civil Engineering</i> or may be purchased online as an electronic reference document in PDF format by following the relevant links on www.saice.org.za. The corrections may be downloaded from the SAICE website www.saice.org.za.
C.2.7	Clarification meeting	<p>The arrangements for a compulsory clarification meeting are as stated in the tender notice and invitation to tender.</p> <p>Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to and tenders received from those tendering entities appearing on the attendance register.</p> <p>Tender documents will not be made available at the clarification meeting</p>
C.2.8	Seek clarification	<p>Replace the clause with the following:</p> <p><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></p> <p>The document is downloadable on the National Treasury website (www.etenders.gov.za) and City of Tshwane website (www.tshwane.gov.za)</p>
C.2.9	Insurance	<p>Add the following to the clause</p> <p>Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.</p>
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		<p>Parts of each tender offer communicated on paper shall be submitted as an original tender Document</p> <p>Each tenderer is required to submit the fully completed and signed tender submission document, attached to the original tender submission documents, adequately identifiable as belonging to the tenderer.</p>
C.2.13.4		Add the following to the clause

CLAUSE NUMBER	TENDER DATA
	<p><i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i></p> <p><i>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</i></p> <p><i>In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company.</i></p> <p><i>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member's behalf.</i></p> <p><i>In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender.</i></p> <p><i>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include <u>a resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorising a member of the joint venture to sign the documents on behalf of the joint venture.</i></p> <p><u>Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.</u></p>
C.2.13.5	<p>The identification details are:</p> <p>Tender Reference: GPM 01 2023/24</p> <p>Tender Description: The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of 18 months.</p> <p>Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be submitted (HAND DELIVERED) at:</p> <p>Supply Chain Management Tshwane House 320 Madiba Street Pretoria CBD 0002</p> <p>Please note that the tender box is open 24 hours Please ensure that all required compliance documents are included upon submission as no additional documents will be requested from bidders after closing.</p>
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed offers will <u>not</u> be accepted.
C.2.13.10	<p><u>Add</u> the following sub- clause C.2.13.10:</p> <p><i>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</i></p>
C.2.14 Information and data to be completed in all respects	<p><u>Add</u> the following to the clause:</p> <p><i>The Tenderer is required to enter information in the following sections of the document:</i></p> <p>Section T2 : Returnable Schedules Section C1 : Form of Offer and Acceptance Section C1 : Contract Data Section C3 : Price Schedule</p>

CLAUSE NUMBER	TENDER DATA
	<p><i>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</i></p> <p><i>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</i></p> <p><i>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</i></p> <p><i>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</i></p> <p><i>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.</i></p>
C.2.15 Closing time	The closing time for submission of tender offers is stated in the tender notice and invitation to tender.
C.2.16 Tender offer validity	<p>The tender offer validity period is 90 days.</p> <p>Add the following new clause</p> <p><i>C.2.16.5 If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</i></p>
C.2.16.6	<p>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, 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></p>
C.2.18 Provide other material	The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19 Inspections, tests and analysis	<p>Add the following at the end of the clause:</p> <p><i>....or upon written request.</i></p>
C.2.20 Submit securities, bonds, policies, etc.	The tenderer is required to submit with his tender proof of his Professional Indemnity Insurance.
C.2.23 Certificates	Refer to Part T2 of this procurement document for a list of the documents that are to be returned with the tender.
C.2.24 Canvassing and obtaining of additional information by tenderers	<p><i>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Project Coordinator or Deputy Directors (Regional Project Managers)/ Employer's Agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</i></p> <p><i>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders</i></p>

CLAUSE NUMBER	TENDER DATA
C.2.25 Prohibitions on awards to persons in service of the state	<p>Add the following new clause</p> <p><i>The Employer is prohibited to award a tender to a person -</i></p> <ol style="list-style-type: none"> <i>who is in the service of the state; or</i> <i>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i> <i>a person who is an advisor or consultant contracted with the municipality or municipal entity.</i> <p>In the service of the state means to be -</p> <ol style="list-style-type: none"> <i>a member of:-</i> <ul style="list-style-type: none"> <i>any municipal council;</i> <i>any provincial legislature; or</i> <i>the National Assembly or the National Council of Provinces;</i> <i>a member of the board of directors of any municipal entity;</i> <i>an official of any municipality or municipal entity;</i> <i>an employee of any national or provincial department;</i> <i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i> <i>a member of the accounting authority of any national or provincial public entity; or</i> <i>an employee of Parliament or a provincial legislature.</i> <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>
C.2.26 Awards to close family members of persons in the service of the state	<p>Add the following new clause</p> <p><i>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including -</i></p> <ol style="list-style-type: none"> <i>the name of that person;</i> <i>the capacity in which that person is in the service of the state; and</i> <i>the amount of the award.</i> <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>
C.2.27 Vendor registration	<p>Add the following new clause</p> <p><i>The contractor will be required to register as a supplier/ service provider on the City of Tshwane's vendor register before any payment can be done.</i></p> <p><i>If the tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.</i></p> <p><i>Vendor registration documents are available from the Procurement Advice Centre or can be downloaded from:</i> https://www.tshwane.gov.za/sites/business/RegistrationofSuppliers/pages/registration-of-suppliers.aspx</p> <p><i>All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.</i></p>
C.2.28 Tax	<p>Add the following new clause</p> <p>National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that:</p> <p><i>The designated official(s) must verify the tenderer's tax compliance status prior to the finalisation of the award of the tender or price quotation.</i></p> <p><i>Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non-compliant status and the tenderer must be requested to submit to the municipality or municipal entity,</i></p>

CLAUSE NUMBER	TENDER DATA
	<p><i>within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or eFiling</i></p> <p><i>Accept that the tenderer will be rejected if such tenderer fails to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18</i></p>
<p>C.3.1 Respond to requests from the tenderer</p> <p>C.3.1.1</p>	<p>The employer will respond to requests for clarification up to 7 (seven) working days before the tender closing time.</p>
<p>C.3.4 Opening of tender submissions</p>	<p>Upon request tenders will be opened immediately after the closing time for tenders. Bidders are also requested to refer to the City's website where their closing register will be published</p>
<p>C.3.11 Evaluation of tender offers</p>	<p>The tender will be evaluated in 4 stages namely: Stage 1: Administrative compliance Stage 2: Mandatory requirements Stage 3: Functionality Stage 4: Preference Points System</p>
<p>C.3.11.1 General</p>	<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> <ul style="list-style-type: none"> • STAGES OF EVALUATION <p>This bid will be evaluated in four evaluation stages namely:</p> <ul style="list-style-type: none"> • Stage 1: Administrative compliance • Stage 2: Mandatory • Stage 3: Functionality • Stage 4: Preference Points System <ul style="list-style-type: none"> ○ STAGE 1: ADMINISTRATIVE COMPLIANCE <p>All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.</p> <p>A compulsory site meeting and briefing session to be held:</p> <p>Venue: Ground Floor Foyer, Midtown Building, cnr Sisulu and Madiba Street, Pretoria Central</p> <p>Date: 4 October 2023 at 10:00</p>

CLAUSE NUMBER	TENDER DATA		
	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"> • A copy of their Tax Clearance Certificate (TCS); or • Indicate their tax compliance status PIN. 		TCS must be in the same business name as the bidding company. TCS must be valid. 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. Tax status must be compliant before the award.
	c) Confirmation that the bidding company's 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 landlord letter 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 all payment(s) 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 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 landlord letter 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 all payment(s) 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 official letter of authorization or delegation of authority should be submitted with the bid document. 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>		All documents fully completed (i.e. no blank spaces)? All documents fully signed? Signature authorized (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required? Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other color ink, or non-submission of the above , will be considered)?
	f) Financial Statements for the most recent three (3) years or financial statements from date of existence for companies less than three years old.		Applicable for tenders above R10m in conjunction with MBD 5)

CLAUSE NUMBER	TENDER DATA		
	<p>NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</p> <p>If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.</p>		<p>Are Audited financial statements provided (Audited financials must be signed by auditor)? Or proof that the bidder is not required by law to prepare audited financial statements.</p>
	<p>g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint 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> <p>Bidders will be disqualified should they fail to attend compulsory briefing session</p>
	<p>i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.</p>		<p>Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified.</p> <p>Bidder will be disqualified should they make corrections on the price schedule without attaching a signature thereto.</p> <p>Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.</p>
<p style="text-align: center;">○ STAGE 2: MANDATORY REQUIREMENTS</p> <p>It is expected that the bidder will deploy experienced key personnel that have in the past tenant installation/fit-out works, and this team should possess the relevant skills adequate for performing the tasks set out in this specification document.</p> <p>The following information must be provided:</p> <ul style="list-style-type: none"> • Active CIDB grading level of 7GB or Higher - Joint ventures must have a minimum grading level 7GB when consolidated. • Valid Letter of Good Standing (i.e., COIDA, Department of Labour or any other accredited Institutions) • Letter of intent – performance guarantee • Qualifications of key personnel 			

CLAUSE NUMBER	TENDER DATA																															
	<ul style="list-style-type: none">• Site foreman – Minimum of Diploma Building Science/Civil Engineering• Plumber – Trade Test Certificate• Electrician – Trade Test Certificate• Air-conditioning and Refrigeration Installer – Trade Test Certificate and SAQCC (South African Qualification and Certification Committee) Gas Authorized Practitioner Card <p>○ STAGE 3:FUNCTIONALITY CRITERIA</p> <p>Only tenderers who obtain a minimum of 70 points in respect of the following criteria will be considered for the next stage of evaluation. Bidders that do not achieve a minimum 70 points out of 100 points will not be evaluated further.</p>																															
	<table><tr><th>CRITERIA</th><th>SUB-CRITERIA</th><th>SCALE</th><th>WEIGHT</th><th>HIGHEST POSSIBLE SCORE</th></tr><tr><td rowspan="4">Organisational Experience Score will be based on successfully executed and completed projects of similar scope of work general building refurbishment of a value of R10 million or higher. Contractor to submit all two below per project as proof:<ul style="list-style-type: none">• Letter of appointment• Completion certificate showing value of project completed.Only projects with a minimum value of R10 million per project will be considered.</td><td>4 Reference letters and above</td><td>4</td><td rowspan="4">6.25</td><td rowspan="4">25</td></tr><tr><td>3 Reference letters</td><td>3</td></tr><tr><td>2 Reference letters</td><td>2</td></tr><tr><td>1 Reference letter</td><td>1</td></tr><tr><td rowspan="5">Technical approach and implementation schedule Score will be based on technical approach and implementation schedule to be within 12 months. An evaluation matrix to be used to assess the methodology which must cover following:<ul style="list-style-type: none">• Project approach• Project risk assessment detailing minimum 5 x mitigating actions to the following key project risks aspects:<ul style="list-style-type: none">○ Contractor and Subcontractor default○ Cost overrun○ Delays in completion○ Safety hazards○ Poor quality workmanship• Comprehensive Project Implementation Schedule</td><td>Detailed technical approach and implementation schedule is provided that is aligned to the scope of work/ highlighting the risk/s and mitigation measures associated with working within building general/fit-out work</td><td>5</td><td rowspan="4">7</td><td rowspan="4">35</td></tr><tr><td>Detailed technical approach and implementation schedule is provided that is aligned to the scope of work/ highlighting the risk/s of the work.</td><td>4</td></tr><tr><td>Detailed technical approach and implementation schedule is provided that is aligned to the scope of work.</td><td>2</td></tr><tr><td>Generic technical approach and project implementation schedule is provided,</td><td>2</td></tr></table>					CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE	Organisational Experience Score will be based on successfully executed and completed projects of similar scope of work general building refurbishment of a value of R10 million or higher. Contractor to submit all two below per project as proof: <ul style="list-style-type: none">• Letter of appointment• Completion certificate showing value of project completed. Only projects with a minimum value of R10 million per project will be considered.	4 Reference letters and above	4	6.25	25	3 Reference letters	3	2 Reference letters	2	1 Reference letter	1	Technical approach and implementation schedule Score will be based on technical approach and implementation schedule to be within 12 months. An evaluation matrix to be used to assess the methodology which must cover following: <ul style="list-style-type: none">• Project approach• Project risk assessment detailing minimum 5 x mitigating actions to the following key project risks aspects:<ul style="list-style-type: none">○ Contractor and Subcontractor default○ Cost overrun○ Delays in completion○ Safety hazards○ Poor quality workmanship• Comprehensive Project Implementation Schedule	Detailed technical approach and implementation schedule is provided that is aligned to the scope of work/ highlighting the risk/s and mitigation measures associated with working within building general/fit-out work	5	7	35	Detailed technical approach and implementation schedule is provided that is aligned to the scope of work/ highlighting the risk/s of the work.	4	Detailed technical approach and implementation schedule is provided that is aligned to the scope of work.	2	Generic technical approach and project implementation schedule is provided,	2
CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE																												
Organisational Experience Score will be based on successfully executed and completed projects of similar scope of work general building refurbishment of a value of R10 million or higher. Contractor to submit all two below per project as proof: <ul style="list-style-type: none">• Letter of appointment• Completion certificate showing value of project completed. Only projects with a minimum value of R10 million per project will be considered.	4 Reference letters and above	4	6.25	25																												
	3 Reference letters	3																														
	2 Reference letters	2																														
	1 Reference letter	1																														
Technical approach and implementation schedule Score will be based on technical approach and implementation schedule to be within 12 months. An evaluation matrix to be used to assess the methodology which must cover following: <ul style="list-style-type: none">• Project approach• Project risk assessment detailing minimum 5 x mitigating actions to the following key project risks aspects:<ul style="list-style-type: none">○ Contractor and Subcontractor default○ Cost overrun○ Delays in completion○ Safety hazards○ Poor quality workmanship• Comprehensive Project Implementation Schedule	Detailed technical approach and implementation schedule is provided that is aligned to the scope of work/ highlighting the risk/s and mitigation measures associated with working within building general/fit-out work	5	7	35																												
	Detailed technical approach and implementation schedule is provided that is aligned to the scope of work/ highlighting the risk/s of the work.	4																														
	Detailed technical approach and implementation schedule is provided that is aligned to the scope of work.	2																														
	Generic technical approach and project implementation schedule is provided,	2																														

CLAUSE NUMBER	TENDER DATA				
	detailing how project will be completed within 12 months	Technical approach and implementation schedule inadequate/ not related to the project.	1		
	Experience Of Key Personnel Site Foreman The experience of the key personnel will be evaluated as follows with a relevant qualification and experience: Site foreman with a minimum diploma in Building Science/Civil Engineering. Bidders to submit proof of experience of site foreman by providing detailed CV and certified copies of qualifications. <i>Non submission of qualifications will lead to tenderer being disqualified.</i>	Site foreman with 5 years relevant experience	5	2	10
		Site foreman with 4 years relevant experience	4		
		Site foreman with 3 years relevant experience	3		
		Site foreman with 2 years relevant experience	2		
		Site foreman with 1 year of relevant experience	1		
	Plumber The experience of the key personnel will be evaluated as follows with a relevant qualification and experience: Plumber with a minimum Trade Test certificate. Bidders to submit proof of experience of plumber by providing detailed CV and certified copies of qualifications. Non submission of qualifications will lead to tenderer being disqualified. <i>Non submission of qualifications will lead to tenderer being disqualified.</i>	Plumber with 5 years relevant experience	5	2	10
		Plumber with 4 years relevant experience	4		
		Plumber with 3 years relevant experience	3		
		Plumber with 2 years relevant experience	2		
		Plumber with 1 year of relevant experience	1		
	Electrician The experience of the key personnel will be evaluated as follows with a relevant qualification and experience: Electrician with a minimum Trade Test certificate. Bidders to submit proof of experience of electrician by providing detailed CV and certified copies of qualifications. Non submission of qualifications will lead to tenderer being disqualified. <i>Non submission of qualifications will lead to tenderer being disqualified.</i>	Electrician with 5 years relevant experience	5	2	10
		Electrician with 4 years relevant experience	4		
		Electrician with 3 years relevant experience	3		
		Electrician with 2 years relevant experience	2		
		Electrician with 1 year of relevant experience	1		
	Airconditioning & Refrigeration Installer The experience of the key personnel will be evaluated as follows with a relevant qualification and experience: Airconditioning & Refrigeration Installer with a minimum Trade Test certificate and SAQCC Gas Authorized Practitioner Card. Bidders to submit proof of experience of Airconditioning & Refrigeration Installer by providing	Airconditioning & Refrigeration Installer with 5 years relevant experience	5	2	10
		Airconditioning & Refrigeration Installer with 4 years relevant experience	4		
		Airconditioning & Refrigeration Installer with 3 years relevant experience	3		

CLAUSE NUMBER	TENDER DATA				
	detailed CV and certified copies of qualifications. Non submission of qualifications will lead to tenderer being disqualified. <i>Non submission of qualifications will lead to tenderer being disqualified.</i>	Airconditioning & Refrigeration Installer with 2 years relevant experience	2		
		Airconditioning & Refrigeration Installer with 1 year of relevant experience	1		
	Total				100
STAGE 4: PREFERENCE POINT SYSTEM					
The preferential point system used will be the 80/20 or 90/10 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022					
<ul style="list-style-type: none">• 80 points for price• 20 points for specific goalsor• 90 points for price• 10 points for specific goals					
The lowest acceptable tender will be used to determine the applicable preference point system					
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 BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.		
EME and/ or QSE		2 Points	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate		
At least 51% of Women-owned companies		2 Points	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)		
At least 51% owned companies by People with disability		2 Points	Medical Certificate with doctor’s details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)		
At least 51% owned companies by Youth		2 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro		

CLAUSE NUMBER	TENDER DATA		
			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.
	Specific goals	90/10 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"> 4 Points 3.5 Points 3 Points 2.5 Points 2 Points 1.5 Points 1 Point 0.5 Points 0 Points 	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.
	EME and/ or QSE	1 Point	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate
	At least 51% of Women-owned companies	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
	At least 51% owned companies by People with disability	1 Point	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	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
	Local Economic Participation <ul style="list-style-type: none"> City of Tshwane Gauteng National 	2 Points 1 Point 1 Point	Municipal Account statement/Lease agreement.

CLAUSE NUMBER	TENDER DATA
C.3.13 Acceptance of Tender Offer	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a.) the tenderer has complied in full with the all eligibility criteria; b.) the tenderer is able to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18; c.) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; d.) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e.) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. f.) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; g.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer.
C.3.17 Copies of Contract	One signed copy of contract shall be provided by the Employer to the successful Tenderer.

T1.3 STANDARD CONDITIONS OF TENDER

TABLE OF CONTENTS

C.1	General	19
C.1.1	Actions.....	19
C.1.2	Tender Documents.....	19
C.1.3	Interpretation	19
C.1.4	Communication and Employer's agent	19
C.1.5	Cancellation and re-invitation of tenders	20
C.1.6	Procurement procedures.....	20
C.1.6.1	General	20
C.1.6.2	Competitive negotiation procedure	20
C.1.6.3	Proposal procedure using the two stage-system	20
C.2	Tenderer's obligations.....	21
C.2.1	Eligibility.....	21
C.2.2	Cost of tendering	21
C.2.3	Check documents.....	21
C.2.4	Confidentiality and copyright of documents	21
C.2.5	Reference documents.....	21
C.2.6	Acknowledge addenda	21
C.2.7	Clarification meeting	21
C.2.8	Seek clarification.....	21
C.2.9	Insurance.....	21
C.2.10	Pricing the tender offer	22
C.2.11	Alterations to documents.....	22
C.2.12	Alternative tender offers.....	22
C.2.13	Submitting a tender offer	22
C.2.14	Information and data to be completed in all respects	23
C.2.15	Closing time.....	23
C.2.16	Tender offer validity	23
C.2.17	Clarification of tender offer after submission.....	23
C.2.18	Provide other material	23
C.2.19	Inspections, test and analysis.....	23
C.2.20	Submit securities, bonds, policies, etc.	23
C.2.21	Check final draft.....	24
C.2.22	Return of other tender documents	24
C.2.23	Certificates	24
C.3	The employer's undertakings	24
C.3.1	Respond to requests from the tenderer	24
C.3.2	Issue addenda	24
C.3.3	Return late tender offers.....	24
C.3.4	Opening of tender submissions.....	24
C.3.5	Two-envelope system.....	25
C.3.6	Non-disclosure	25
C.3.7	Grounds for rejection and disqualification	25
C.3.8	Test for responsiveness	25
C.3.9	Arithmetical errors, omissions and discrepancies	25
C.3.10	Clarification of a tender offer.....	26
C.3.11	Evaluation of tender offers.....	26
C.3.11.1	General	27
C.3.12	Insurance provided by the employer	27
C.3.13	Acceptance of tender offer.....	27
C.3.14	Prepare contract documents	27
C.3.15	Complete adjudicator's contract	27
C.3.16	Notice to unsuccessful tenderers	28
C.3.17	Provide copies of the contracts	28
C.3.18	Provide written reasons for actions taken.....	28

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.

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 complies with requirements.

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

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, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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.

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:

i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or

ii) the summation of the prices.

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received

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

C.3.11.1 General

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

C.3.12 Insurance provided by the Employer

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

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

TABLE OF CONTENTS

T2.1	LIST OF RETURNABLE DOCUMENTS.....	2
T2.2	RETURNABLE SCHEDULES.....	4

T2.1 LIST OF RETURNABLE DOCUMENTS

RD.A RETURNABLE DOCUMENTS FOR TENDER EVALUATION PURPOSES

Note: *Failure to submit the applicable documents 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)
Form of offer and acceptance	Section C1.1	
MBD 4: Declaration of interest in tender of persons in service of state	Form RD.A.1	
MBD 8: Declaration of tenderer's past supply chain management practices	Form RD.A.2	

RD.B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

Note: *Failure to submit the applicable documents will result in the tender offer being awarded 0 (zero) preference points*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
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	
Certified copy of Identity Document/s proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)	Form RD.B.5	
Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers) proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)	Form RD.B.6	

RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: *Failure to submit the applicable document will result in the Tenderer having to submit same upon request within 7 days and if not complied with, will result to the tender offer being disqualified from further consideration [See also clause 2.18 of the Standard Conditions of Tender]*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Valid tax clearance certificate		
MBD 9: Certificate of independent tender determination	RD.C.1	

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 with the CIDB	RD.C.2	
Compliance with OHSA (Act 85 of 1993)	RD.C.3	
Record of services provided to organs of state	RD.C.4	
Schedule of plant and equipment	RD.C.5	
Status of concern submitting tender	RD.C.7	
Classification of business	RD.C.8	
MBD 5: Declaration for procurement above R10 million (all applicable taxes included)	RD.C.9	
Certificate of authority of signatory	RD.C.10	
Certificate of authority of signatory for joint ventures and consortia	RD.C.11	
Letter of intent to provide a performance bond	RD.C.12	

RD.D MANDATORY REQUIREMENTS

Note: *Failure to submit fully completed applicable documents will result in the tender being disqualified from further consideration.*

Document Name	Reference	Confirmation of Document Included (Tenderers may use this column to confirm documents have been completed and included in the tender)
Mandatory requirements (company experience, key staff and equipment)	RD.D.1	

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

Note: *Failure to submit or fully complete the applicable documents will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenderers may use this column to confirm documents have been completed and included in the tender)
Form of offer and acceptance	Section C1.1	
Data provided by the contractor	Section C1.2	
Record of addenda to tender documents	RD.E.1	

T2.2 RETURNABLE SCHEDULES

TABLE OF CONTENTS

FORM RD.A.1 DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF STATE.....	5
FORM RD.A.2 MBD 8: DECLARATION OF TENDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES.....	6
FORM RD.B.1MDB 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011.....	8
FORM RD.C.1 MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION.....	14
CERTIFICATE OF INDEPENDENT TENDER DETERMINATION.....	15
FORM RD.C.2 PROOF OF REGISTRATION WITH THE CIDB.....	17
FORM RD.C.3 COMPLIANCE WITH OHSA (ACT 85 OF 1993).....	18
FORM RD.C.4 RECORD OF SERVICES PROVIDED TO ORGANS OF STATE.....	19
FORM RD.C.5SCHEDULE OF PLANT AND EQUIPMENT.....	20
FORM RD.C.7STATUS OF CONCERN SUBMITTING TENDER.....	21
FORM RD.C.8CLASSIFICATION OF BUSINESS.....	23
SCHEDULE OF SECTORS.....	24
FORM RD.C.9 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION.....	25
FORM RD.C.10 . CERTIFICATE OF AUTHORITY OF SIGNATORY.....	26
FORM RD.C.11 .. CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA.....	27
FORM RD.C.12 ..LETTER OF INTENT TO PROVIDE A PERFORMANCE BOND.....	28
FORM RD.D.1MANDATORY REQUIREMENTS.....	29
FORM RD.E.1 RECORD OF ADDENDA TO TENDER DOCUMENTS	30

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 or her representative:
- 3.2 Identity Number:
- 3.3 Position occupied in the 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? YES / NO
- 3.8.1 If yes, furnish particulars.
.....

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.

- 3.9 Have you been in the service of the state for the past twelve months? YES/NO
- 3.9.1 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
- 3.10.1 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
- 3.11.1 If yes, furnish particulars.
.....
- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO
- 3.12.1 If yes, furnish particulars.
.....
- 3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO
- 3.13.1 If yes, furnish particulars.
.....
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. YES / NO
- 3.14.1 If yes, furnish particulars:
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....

Capacity

FORM RD.A

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 audi alteram partem 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)? (To access this register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)	YES	NO
	If so, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	YES	NO
	If so, furnish particulars:		

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 or 90/10 preference point system.
- b) The lowest acceptable tender will be used to determine the applicable preference point system

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

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

80/20 or 90/10

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(Note to 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.)

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 	<ul style="list-style-type: none"> 8 Points 7 Points 	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or

Specific goals	80/20 preference point system	Proof of specific goals to be submitted
<ul style="list-style-type: none"> Level 3 Level 4 Level 5 Level 6 Level 7 Level 8 Non-compliant 	<ul style="list-style-type: none"> 6 Points 5 Points 4 Points 3 Points 2 Points 1 Point 0 Points 	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 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
Local Economic Participation <ul style="list-style-type: none"> City of Tshwane Gauteng National 	4 Points 2 Points 1 Point	Municipal Account statement/Lease agreement.

Specific goals	90/10 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"> 4 Points 3.5 Points 3 Points 2.5 Points 2 Points 1.5 Points 1 Point 0.5 Points 0 Points 	Valid Certified copy of BBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE certificate.

Specific goals	90/10 preference point system	Proof of specific goals to be submitted
EME and/ or QSE	1 Point	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE certificate
At least 51% of Women-owned companies	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by People with disability	1 Point	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	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
Local Economic Participation <ul style="list-style-type: none"> City of Tshwane Gauteng National 	2 Points 1 Point 1 Point	Municipal Account statement/Lease agreement.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

Contract No: GPM 01 2023/24 The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of 18 months.

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:

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

FORM RD.B.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 _____ % woman owned;
 - The enterprise is _____ % owned companies by People with disability;
 - The enterprise is _____ % owned companies by Youth;
 - 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 follow:

If 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% owend by Women or youth

	promotion At least 51% Women owned companies and At least 51% owned companies by youth
No Response (score 0)	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
Good (score 1)	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 1)	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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

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

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

	Promotion of At least 51% owned companies by People with disability
No Response (score 0)	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
Good (score 1)	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.

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

FORM RD.C.1 MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all tenders¹¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act Nol. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging)²². 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.

¹ Includes price quotations, advertised competitive tenders, limited tenders and proposals.

² Tender rigging (or collusive tendering) 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 tender process. Tender rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

Tender for The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of 18 months.

in response to the invitation for the tender made by

City of Tshwane Metropolitan Municipality

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

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

1. I have read and understand the contents of this certificate;
2. I understand that the accompanying tender will be disqualified if this certificate is found not to be true and complete in every aspect;
3. I am authorised by the tenderer to sign this certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorised by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer who:
 - a. Has been requested to submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - b. Could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently form, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³³ will not be construed as collusive tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. Prices;
 - b. Geographical area where product of services will be rendered (market allocation);
 - c. Methods, factors or formulas used to calculate prices;

³³ Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.2 PROOF OF REGISTRATION WITH THE CIDB

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

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

FORM RD.C.3 COMPLIANCE WITH OHSA (ACT 85 OF 1993)

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

(Tick applicable box)

1. Are your company familiar with the OHSA (ACT 85 of 1993) and its Regulations?	YES	NO
2. Who will prepare your company's Health and Safety Plan? Provide a copy of the person/s curriculum vitae/s or company profile.		
3. Do your company have a health and safety policy? If YES provide a copy.	YES	NO
4. How is this policy communicated to your employees? Provide supporting documentation.	YES	NO
5. Do your company keep record of safety aspects of each site where work is performed? If YES what records are kept?	YES	NO
6. Do your company conduct monthly safety meetings? If YES , who is the chairperson of the meeting, and attend these meetings?	YES	NO
7. Do your company have a safety officer in its employment, responsible for overall safety of your company? If YES , explain his duties and provide a copy of his CV	YES	NO
8. Do your company have trained first aid employees? If YES , indicate who.	YES	NO
9. Do your company have a safety induction training programme in place? If YES , provide a copy.	YES	NO

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.4 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.				
9.				

(Attach additional pages if more space is required.)

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

FORM RD.C.5 SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of the major items of relevant equipment that I/we presently own/lease and will have to be available for this contract or will hire/acquire for this contract as proof of the requirements for Clause F.3.13 b) of the Conditions of Tender

Major equipment owned/leased that is immediately available for the execution of the works (Attach proof of ownership to schedule)	
Quantity	Description, size, capacity etc.

(Attach additional pages if more space is required)

Major equipment that will be hired or acquired for the execution of the works	
Quantity	Description, size, capacity etc.

(Attach additional pages, such as proof of ownership if more space is required)

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

Private Company

Closed Corporation

Partnership

Sole Proprietary

Joint Venture / Consortium

Co-operative

(Mark the appropriate option)

2. Information to be provided

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

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
 - (a.) 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)

- (b.) 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.)

- (c.) 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

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.

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

FORM RD.C.10 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:

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

Tender Number: **GPM 01 2023/24**

Tender Description: **Tender for The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of 18 months**

2. *Mr/Ms:

in *his/her capacity as

and who will sign as follow:

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

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

NAME	CAPACITY	SIGNATURE

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

FORM RD.C.11 CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA

*Joint venture/consortium name: _____

We, the undersigned, are submitting this tender in a *joint venture/consortium and hereby authorise *Mr/Ms _____ authorised signatory of the enterprise _____ acting in the capacity of lead partner to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the *joint venture/consortium mentioned above.

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

Note:

1. *Delete which is not applicable.

2. IMPORTANT: This resolution must be signed by all the parties of the joint venture/consortium and every duly authorised signatory for each party to the joint venture/consortium must complete a Form RD.C.15.

3. Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.

FORM RD.C.12 LETTER OF INTENT TO PROVIDE A PERFORMANCE BOND

It is hereby agreed that a Performance Bond drafted **exactly** as set out in the attached examples (See Section C1.3: Form of Guarantee) 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: Refer to the Annexure to **C1.3 Form of Guarantee** for the List of Institutions from who Contract/Deposit Guarantees will be accepted.

FORM RD.D.1 MANDATORY REQUIREMENTS

1. CIDB grading – Level 7GB or Higher

Active CIDB grading level of 7GB or Higher - Joint ventures must have a minimum grading level 7GB when consolidated.

2. Letter of Good Standing

Valid Letter of Good Standing (i.e., COIDA, Department of Labour or any other accredited Institutions)

3. Performance guarantee

Letter of intent – performance guarantee

4. Key staff

- Qualifications of key personnel
 - Site foreman – Minimum of Diploma Building Science/Civil Engineering
 - Plumber – Trade Test Certificate
 - Electrician – Trade Test Certificate
 - Air-conditioning and Refrigeration Installer – Trade Test Certificate and SAQCC (South African Qualification and Certification Committee) Gas Authorized Practitioner Card

Proposed detailed organisation and staffing plan in the form of an organogram to be implemented on this project. Append all documentary proof to support your submission failing which the submission will be rejected.

Curriculum Vitae including experience, level of education and training, and positions held for each of the key staff including certified copies of the qualifications:

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.E.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

C1.1 FORM OF OFFER AND ACCEPTANCE 67

C1.2. CONTRACT DATA8

C1.3 FORM OF GUARANTEE 23

C1.4: HEALTH AND SAFETY AGREEMENT 26

C1.5: ADJUDICATOR'S

AGREEMENT.....28

C1.1 FORM OF OFFER AND ACCEPTANCE

STAMP

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

TENDER FOR THE APPOINTMENT OF A CONSTRUCTION CONTRACTOR FOR THE TENANT INSTALLATION/FIT-OUT OF MIDTOWN BUILDING FOR A PERIOD OF 18 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 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.

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 C3 Scope of Work

Part C4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 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 parties¹.

¹ *As an alternative, the following wording may be used:*

Notwithstanding anything contained herein, this agreement comes into effect two days after the submission by the Employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery / door-to-door delivery / courier service (delete that which is not applicable), provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Tenderer (now Contractor) within seven 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.

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 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.

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

C1.2 CONTRACT DATA

TABLE OF CONTENTS

C1.2.1 GENERAL CONDITIONS OF CONTRACT9

C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT10

C1.2.3 DATA PROVIDED BY THE EMPLOYER19

C1.2.4 DATA PROVIDED BY THE CONTRACTOR22

C.1.2.1 GENERAL CONDITIONS OF CONTRACT

The general conditions of contract applicable to this contract shall be the **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.

C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT

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

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
1.1	<p>Add the following definitions:</p> <p>1.1.1.35 “Work Package” is work to be carried out under this contract.</p> <p>1.1.1.36 “Package Order” is an instruction to carry out a Work Package.</p>
1.2.1	<p>Add the following to the clause:</p> <p>1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</p>
1.2.3	<p>Add the following to the clause:</p> <p>1.2.3.1 The Employer has authorised the Group Head: Group Property to act on his behalf in respect of this Contract, save for such duties or functions:</p> <p>1.2.3.1.1 which other holders of office ex officio execute on behalf of the Employer; or</p> <p>1.2.3.1.2 for which the Group Head : Group Property has no authority and the Employer’s approval is required before execution thereof.</p>
4.3	<p>Add the following new sub-clause:</p> <p>1.3.3 Wages and conditions of work:</p> <p>i. For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectoral Determination: Civil Engineering Sector published from time to time.</p> <p>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.</p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p>Add the following new sub-clause:</p> <p>4.3.4 <i>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37(2) of the Act. The Contractor shall sign the Occupational Health and Safety Agreement for Contract Work in the City of Tshwane Metropolitan Municipality included in section C1.5.</i></p>
	<p>Add the following new sub-clause:</p> <p>4.3.5 <i>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</i></p>
	<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>
5.12	<p>Add the following new sub-clause</p> <p>5.12.5 <i>Critical path provision</i></p> <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 Engineer rules that all progress on an item or</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>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 = <i>Extension of time in calendar days in respect of the calendar month under consideration</i></p> <p>N_w = <i>Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.</i></p> <p>R_w = <i>Actual rainfall in mm for the calendar month under consideration.</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<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> <p> X = 20 unless otherwise provided in the Project Specifications </p> <p> Y = 10 unless otherwise provided in the Project Specifications </p> <p> <i>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.</i> </p> <p> <i>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.</i> </p> <p> <i>The factor $\frac{(R_w - R_n)}{X}$ 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.</i> </p> <p> <i>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.</i> </p> <p> <i>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 (42.5 Critical Path Provision) hereof.</i> </p> <p> <u>Method 2: Expected delay method</u> </p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>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.</i></p> <p><i>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.</i></p> <p><i>Extension of time during normal working days will be granted to the degree to which actual delays as determined in accordance with Sub-Clause (42.5 Critical Path Provision) hereof, exceed the number of "n" normal working days.</i></p> <p><i>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 (42.5 Critical Path Provision) hereof.</i></p>
6.1	<p>Add the following new sub-clause:</p> <p>6.1.2 <i>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way of his obligations either in contract or in delict.</i></p> <p>Add the following new sub-clause</p> <p>6.1.3 <i>The Contractor shall be paid at Pretoria in the currency of the Republic of South Africa only at the Office of the Chief Financial Officer of the CITY OF TSHWANE, unless otherwise stated in the Data provided by Employer.</i></p>
8.6	<p>Replace clause 8.6 with the following:</p> <p>8.6 Insurances</p> <p>8.6.1 <i>Without limiting the Contractor's/Sub-contractor's obligation in terms of the Contract, the Employer will effect and maintain for the duration of the Contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurances in the name of the Contractor (including all Subcontractors whether nominated or otherwise):</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p>8.6.2 <i>The Employer's insurer will indemnify the Contractor/Sub-contractor against physical loss of or damage to any part of the Property Insured not exceeding the maximum contract value or the final contract value estimated at inception including free issue materials were applicable as stated in the Contract Data:</i></p> <ul style="list-style-type: none"> a. <i>Whilst in transit including loading and unloading whilst temporarily stored at any premises en route to or from the Contract Site within the Territorial Limits;</i> b. <i>From the time of unloading, dismantling or preparation at the Contract Site and thereafter until the Property Insured has been officially accepted by the Employer and becomes his responsibility by means of a notice of completion certificate or similar evidence of legal transfer of risk;</i> c. <i>During the contractual defects liability or Maintenance Period which shall not exceed the period reflected in the Schedule but only so far as the Contractors and/or Sub-Contractors may be liable for such loss or damage under the defects liability or maintenance condition/s of the Insured Contract;</i> d. <i>Removal of debris;</i> e. <i>Surrounding property</i> f. <i>Work away;</i> g. <i>Off site storage</i> h. <i>Temporary repairs;</i> i. <i>Contribution clause – marine;</i> j. <i>Escalation during Contract Period;</i> k. <i>Post loss escalation;</i> l. <i>Automatic reinstatement;</i> m. <i>Principals maintenance;</i> n. <i>Property taken over;</i> o. <i>Beneficial occupation;</i> p. <i>Escalation due to currency fluctuation;</i> q. <i>Manufacturers guarantees</i> <p>8.6.3 <i>The Employer's insurer will indemnify the Contractor/Sub-contractor against all sums for which the Contractor/Sub-contractor shall become legally liable towards third party claimants to pay for and in consequence of:</i></p> <ul style="list-style-type: none"> a. <i>Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Subcontractor);</i>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p data-bbox="579 353 1444 622">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 data-bbox="467 667 943 701">8.7 Insurance premium payable</p> <p data-bbox="579 745 1444 936"><i>The Employer will pay the insurance premium for the works damage and public liability insurance cover. The insurance premium will be calculated based on the approved budget per financial year and the insurance premium will be charged out to the relevant departments by the Section: Insurance and Risk Management.</i></p> <p data-bbox="467 981 1066 1014">8.8 Additional insurance by the Employer</p> <p data-bbox="579 1059 1444 1205"><i>The Employer shall be free to effect at his own cost any additional insurance, which he deems necessary in own interest to cover loss or damage not insured in terms of the insurance policies of Sub-Clause 8.6.1.1 of this Clause.</i></p> <p data-bbox="467 1249 1294 1283">8.9 Additional insurance by the Contractor / Subcontractor</p> <p data-bbox="579 1328 1444 1563"><i>The Contractor and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the Contractor/Subcontractor deem necessary to cover damage, loss or injury not insured in terms of the insurance effected by the Employer's insurer. The cost of the additional insurance will be for the account of the Contractor/Subcontractor.</i></p> <p data-bbox="467 1608 1034 1641">8.10 Contractor satisfied with insurance</p> <p data-bbox="579 1686 1444 1798"><i>The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover affected by the Employer.</i></p> <p data-bbox="467 1843 1002 1877">8.11 Contractor to observe conditions</p> <p data-bbox="579 1921 1444 2033"><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>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p>8.12 Contractor to insure</p> <p><i>The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurance policies at an insurance company within 14 (fourteen) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Project Manager, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</i></p> <ul style="list-style-type: none"> <i>a. All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i> <i>b. Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R10-million per claim with the number of claims unlimited.</i> <i>c. SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i> <i>d. In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Subcontractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles.</i> <i>e. Proof must also be submitted that the Contractor complies with the conditions of the following legislation:</i> <ul style="list-style-type: none"> <i>- Compensation for Occupational Injuries and disease, 1993</i> <i>- Unemployment Insurance Act, 1996</i> <i>- The Contractor shall in respect of the Site of the contract works appoint in writing a Section 16 appointee to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended.</i> <p>8.13 The Employer's Agent involved must furnish the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management.</p>

CLAUSE / SUB- CLAUSE	VARIATION / ADDITION
	<p>8.14 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 Project Manager will adhere to the following procedures:</i></p> <ul style="list-style-type: none"> <i>a. In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer's Agent of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.</i> <i>b. The Employer's Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Employer's Agent more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Director motivating the reason(s) for the late reporting of the incident, but the Project Manager must take note the Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting.</i> <i>c. The following documentation must be included with the claim documentation:</i> <ul style="list-style-type: none"> <i>- Photos of damages caused or suffered as proof or substantiation of the claims.</i> <i>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.</i> <i>e. The Section: Insurance and Risk Management will inform the Employer's insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer, the Employer's Agent, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</i>

CLAUSE / SUB- CLAUSE	VARIATION / ADDITION
	<p>8.15 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> <ul style="list-style-type: none"> <i>a. In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer's Agent Manager of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.</i> <i>b. The Employer's Agent must notify the Section: Insurance and Risk Management on the same day that the Contractor/Sub-contractor has notified the Project Manager of the incident.</i> <i>c. The Section: Insurance and Risk Management will notify the Employer's insurer of the incident. The Contractor/Sub-contractor shall afford all reasonable access to the Site to the Employer, the Employer's Agent, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</i> <i>d. The Employer's Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.</i> <p>8.16 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</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>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>8.17 <i>Claim documentation</i></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>8.18 <i>Authorization of claim forms</i></p> <p><i>It is imperative that a formally delegated official or his nominee of the Employer should authorize the Contractor Claim forms as proof of the appropriate authorization, verification and approval of claims submitted. The Strategic Executive Director must provide an authorization letter to the Section: Insurance and Risk Management stating the names and the specimen signatures of the delegated official or his nominee within 30 (thirty) days from approval of this report by Council. Should the delegated official or his nominee not sign the relevant claim form, the claim will be repudiated as this may lead to inappropriate independent verification of the validity of claims, thereby increasing the risk of insurance fraud and consequent reputation damage to the Employer.</i></p> <p>8.19 <i>Contractor to pay deductibles</i></p> <p><i>Any claim in terms of the insurance affected by the Employer shall be subject to the Contractor being responsible for the payment of the amount stated in the Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the Certificate of Insurance issued by the Employer's insurer in terms of the Policy.</i></p> <p>8.20 <i>Settlement of claims</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<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>

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:	The time allocated by the Employer’s Agent					
1.1.1.1 5	The name of the Employer is:	City of Tshwane Metropolitan Municipality.					
1.1.1.2 6	The Pricing Strategy is:	Re-measurement Contract					
1.2.1.2	The address of the Employer is:	Physical Address:	Room 221, Ou Raadsaal Building Church Square, Pretoria, 0001				
		Postal Address:	P.O. Box 1409 PRETORIA 0001				
		E-Mail Address:	VerushaM@TSHWANE.GOV.ZA				
1.1.1.1 6	The name of the Employer’s Agent is:	Mr. Matimba Mackay					
1.2.1.2	The address of the Employer’s Agent is:	Physical Address:	13 Esdoring Street, Highveld, Centurion, 0157				
		Postal Address:	13 Esdoring Street, Highveld, Centurion, 0157				
		E-Mail Address:	hokwaniconsulting@gmail.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><tr><th>CLAUSE</th><th>DUTY/FUNCTION</th></tr><tr><td>3.2.4</td><td>Authorization to Employer’s Agent Representative or any other person</td></tr></table>		CLAUSE	DUTY/FUNCTION	3.2.4	Authorization to Employer’s Agent Representative or any other person
CLAUSE	DUTY/FUNCTION						
3.2.4	Authorization to Employer’s Agent Representative or any other person						

		<table><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 special non-working days and between sunset and sunrise</td></tr><tr><td>5.9.7</td><td>Approval of Contractor’s designs</td></tr><tr><td>5.11</td><td>Suspension of progress of the Works</td></tr><tr><td>5.13.2</td><td>Reduction of penalty for delay</td></tr><tr><td>5.14.2</td><td>The issue of a Certificate of Practical Completion</td></tr><tr><td>5.14.4</td><td>The issue of a Certificate of Completion</td></tr><tr><td>5.16.1</td><td>The issue of a Final Approval Certificate</td></tr><tr><td>6.3.1</td><td>Variation Orders in respect of variations which are not small</td></tr><tr><td>6.6</td><td>Instruction to expend on Provisional and Prime Cost Sums</td></tr><tr><td>6.11</td><td>Adjustment of Preliminary and General allowances</td></tr><tr><td>7.8.1</td><td>Order to execute work of repair, etc, during the Defects Liability Period</td></tr><tr><td>7.8.2</td><td>Determination of value of repair work</td></tr><tr><td>8.2.2.2</td><td>Order to repair and make good damage arising from any excepted risk</td></tr></table>	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 special non-working days and between sunset and sunrise	5.9.7	Approval of Contractor’s designs	5.11	Suspension of progress of the Works	5.13.2	Reduction of penalty for delay	5.14.2	The issue of a Certificate of Practical Completion	5.14.4	The issue of a Certificate of Completion	5.16.1	The issue of a Final Approval Certificate	6.3.1	Variation Orders in respect of variations which are not small	6.6	Instruction to expend on Provisional and Prime Cost Sums	6.11	Adjustment of Preliminary and General allowances	7.8.1	Order to execute work of repair, etc, during the Defects Liability Period	7.8.2	Determination of value of repair work	8.2.2.2	Order to repair and make good damage arising from any excepted risk
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 special non-working days and between sunset and sunrise																																					
5.9.7	Approval of Contractor’s designs																																					
5.11	Suspension of progress of the Works																																					
5.13.2	Reduction of penalty for delay																																					
5.14.2	The issue of a Certificate of Practical Completion																																					
5.14.4	The issue of a Certificate of Completion																																					
5.16.1	The issue of a Final Approval Certificate																																					
6.3.1	Variation Orders in respect of variations which are not small																																					
6.6	Instruction to expend on Provisional and Prime Cost Sums																																					
6.11	Adjustment of Preliminary and General allowances																																					
7.8.1	Order to execute work of repair, etc, during the Defects Liability Period																																					
7.8.2	Determination of value of repair work																																					
8.2.2.2	Order to repair and make good damage arising from any excepted risk																																					
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																																				

5.3.2	The time to submit the documentation required from the Commencement Date is:	7 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 with a minimum of R 2000 per calendar working day.												
5.16.3	The latent defect period is:	1 (one) Year												
6.2.1	Type of security for due performance:	<ul style="list-style-type: none"> • Guarantee from approved financial institution or cash deposit. • The Form of Guarantee is to contain the wording of the pro forma document included as C1.3 contained herein. 												
	Liability of performance guarantee	The liability of the guarantee shall be for R 5 000 000												
6.2.2	Retention money guarantee	N/A												
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: “L” is the “Labour Index” and shall be Gauteng, under CPI as published by Statistics South Africa. “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. “M” is the “Material Index” and shall be Civil Engineering – total, under Civil engineering material price indices as published by Statistics South Africa. “F” is the “Fuel Index” and shall be Diesel, under PPI as published by Statistics South Africa. <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>0.25</td></tr> </tbody> </table>	Coefficient	Description	Value	X	Portion not subject to adjustment	0.10	A	Labour	0.20	B	Civil Engineering Plant	0.25
Coefficient	Description	Value												
X	Portion not subject to adjustment	0.10												
A	Labour	0.20												
B	Civil Engineering Plant	0.25												

		<table border="1"> <tr> <td><i>C</i></td><td>Materials</td><td>0.40</td></tr> <tr> <td><i>D</i></td><td>Fuel</td><td>0.15</td></tr> </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. The base month is <u>the month prior to the closing of the procurement process required for a financial offer.</u> 	<i>C</i>	Materials	0.40	<i>D</i>	Fuel	0.15
<i>C</i>	Materials	0.40						
<i>D</i>	Fuel	0.15						
6.8.3	Price adjustment for variations in the cost of special materials	Not allowed						
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is:	0% (Zero percent)						
6.10.3	Percentage retention is:	5% (five percent) exclusive of VAT						
	The limit of retention money is:	R 2 500 000						
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) (ronettm@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 Insurance of Works as well as Public Liability Insurance:	Deductibles are the responsibility of the Contractor						
	Construction Plant:	Contractor to insure. Policy to be approved by Employer						
10.5	Determination of disputes	Ad-hoc Adjudication Board						

Contract: GPM 01 2023/24 The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of 18 months.

Part C1: Agreement and Contract Data

10.5.3	Number of Adjudication Board members to be appointed:	One
10.6	Disagreement with Adjudication Board's decision, refer matters to:	Court proceedings

C1.2.4 DATA PROVIDED BY THE CONTRACTOR

CLAUSE/OPTION		DATA		
1.1.1.9	The name of the Contractor is:			
1.2.1.2	The address of the Contract is:	• Physical Address:		
		• Postal Address:		
		• Facsimile:		
		• E-Mail Address:		
6.2.1	The security to be provided by the Contractor shall be	Performance guarantee R 5 000 000		
6.8.3	Price adjustments for variations in the cost of special materials	The variation in cost of special materials is:		
		Type of material	Unit	Base Rate or Price

C1.3 FORM OF GUARANTEE

WHEREAS

The City of Tshwane Metropolitan Municipality

(hereinafter referred to as the "Council"),

enters into a Contract (No _____) with

(hereinafter referred to as the "Contractor")

for

AND WHEREAS in terms of the General Conditions of the Contract the Contractor is required to furnish an acceptable independent guarantee 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

names of authorized agent(s)) (full

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. The 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)

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

Exceptio non numerate pecuniae

Exception non causa debiti

Beneficium de 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 Certificate of Completion, 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.

FOR AND ON BEHALF OF THE BANKER/INSURER:

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.

ANNEXURE

List of some institutions from which contract /deposit guarantees can be accepted. The contractor can utilize other institutions as long as they are registered with the NCR.

ABSA Bank
Credit Agricole Indosuez (South Africa Branch)
Development Bank of South Africa
FirstRand Bank
ING Bank N.V. (South Africa Branch)
Investec Bank
Landbank
National Housing Finance Co.
Nedcor Bank
South African Reserve Bank
Standard Bank
AIG South Africa
Credit Guarantee Insurance Co
Emerald Insurance Company
Federated Employers Mutual Assurance Co
Global Insurance Company
Guardrisk Insurance Company
Hannover Re:
Home Loan Guarantee Company
Lion of Africa Insurance Company
Metropolitan Life
Metropolitan Odyssey Ltd
MUA Insurance
Mutual & Federal Insurance Company
Rand Mutual Assurance Company
Regent Insurance Company
SA Eagle Insurance Company
Lombard Insurance.

C1.4 HEALTH AND SAFETY AGREEMENT

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

CITY OF TSHWANE

(Hereinafter referred to as the "EMPLOYER")

AND

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

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

TENDER FOR THE APPOINTMENT OF A CONSTRUCTION CONTRACTOR FOR THE TENANT INSTALLATION/FIT-OUT OF MIDTOWN BUILDING FOR A PERIOD OF 12 MONTHS.

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

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

NOW THEREFORE the parties agree as follows:

- (a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- (b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

- (c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.
- (d) The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with the undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
- (e) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on

day of

this

WITNESSES:

(Full name in BLOCK letters and
signature)

1.

2.

FOR AND ON BEHALF OF THE EMPLOYER:

Index

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on

day of

this

WITNESSES:

(Full name in BLOCK letters and
signature)

1.

2.

C1.5 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 arisen⁴ between the Parties under a Contract dated _____
and _____ known _____ as _____

and these disputes or differences shall be/have been⁵ referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

IT IS NOW AGREED as follows:

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

SIGNED by: _____

Name: _____

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

SIGNED by: _____

Name: _____

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

SIGNED by: _____

Name: _____

the Adjudicator in the
presence of

Witness _____

Witness: _____

Witness: _____

⁴ Delete as necessary

⁵ Delete as necessary

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 ⁶ currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

⁶ Delete as necessary

PART C2: PRICING DATA

TABLE OF CONTENTS

C2.1 PRICING INSTRUCTIONS 105

1. General 105

2. Pay Items 105

3. Rates 106

4. Corrections of entries made by tenderer 107

5. Quantities for evaluation only 107

C2.2 PRICING SCHEDULE Error! Bookmark not defined.

C2.1 PRICING INSTRUCTIONS

1. General

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

2. Pay Items

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

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

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

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

3. Rates

- 3.1 The prices and rates to be inserted in the Price Schedule are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

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

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

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

- 3.3 The Tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.
- 3.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- 3.5 The tenderer shall not group together a number of items and tender one rate for such group of items.
- 3.6 All rates and sums of money quoted in the Price Schedule shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 3.7 All prices and rates entered in the Price Schedule must be excluding VAT. VAT will be added last on the summary page of the Price Schedule.

- 3.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 3.9 The employer reserves a right to conduct service provider's capability to deliver on the contract and as such any service provider found to pose a risk of non-delivery on any material fact will and/or shall be disqualified.

4. Corrections of entries made by tenderer

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

5. Quantities for evaluation only

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

6. Award

The tender will be awarded to one bidder as a whole

	BILL No. 1						
1.0	PRELIMINARIES						
	SUPPLEMENTARY PREAMBLES						
	<u>View site</u>						
	Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained						
	<u>General</u>						
	The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to existing premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the project manager						
	The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc)						
	PRELIMINARIES AND GENERAL						
1.001	Site establishment			Item	1		
1.002	Health and Safety requirements			Item	1		
1.003	Temporary Services (water, electricity, ablutions,						
	communications, etc)			Item	1		
1.004	Management of the works			Item	1		
1.005	Protection of the works			Item	1		
1.006	Security of the works			Item	1		
1.007	Work cleaning and clearing			Item	1		
1.008	Site de-establishment			Item	1		
	Subtotal (carried to Final summary)						

	<u>BILL No. 2</u>			
2.000	<u>ALTERATIONS</u> <p>NOTE: The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, the Standard Conditions of Tender, Conditions of Contract, Model Preambles for Trade 2008, Specifications, Drawings and all other relevant documentation</p> <p>NOTE: All the work in this Section is attached to or inside existing buildings. Tenderers are to allow in their pricing of the following work for working in confined or restricted spacings with limited access. Care must be taken to avoid damaging existing structure and finishes. Any damage by the Contractor is to be made good at his own cost to the satisfaction of the project manager</p> <p>NOTE: Prices are to include for carting away from site all materials not specifically mentioned as being stored on site for re-use or handed over to the Director and all rubbish, debris, etc., arising from the alterations, etc., and for making good all work damaged or disturbed to the approval of the Director</p> <u>SUPPLEMENTARY PREAMBLES</u> <u>General</u> <p>Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the project manager</p> <p>Doors, fanlights, windows, fittings, frames, linings, etc which are to remain the property of the employer shall be carefully taken out and handed over to the employer</p> <p>Doors, fanlights, windows, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehanging, cramping up, rewedging as required and making good cramps, dowels, etc, and oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or revarnishing is given separately</p> <p>Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc</p> <p>Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc</p> <p>With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork</p> <p>Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary</p> <p>The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc)</p>			
	<u>REMOVAL OF EXISTING WORK</u>			
	<u>Demolish and/or breaking up and removing brickwork</u>			
2.001	Half brick wall	m ²	29	
2.002	One brick wall	m ²	43	
	<u>Taking down and removing aluminium items, floors, glass panels, ceilings, partitions, etc</u>			

Index

2.003	Acoustic tile suspended ceilings, including cornices, suspension grid, hangers, etc	m ²	116		
2.004	Drywall partitions 2 790mm high, including doors, glazed borrowed lights, etc <u>Taking up and removing floor coverings, carpets, etc and preparing for new floor coverings</u>	m	115		
2.005	Carpet tile floor covering <u>Carefully taking out and removing sundry items, etc, setting aside for re-use and including later refixing in new position</u>	m ²	62		
2.006	Aluminium doors - D02	no	9		
2.007	Glass panels 600 x 2300mm <u>Taking out and removing piping, sanitary fittings, etc including disconnecting piping from fittings and making good floor and wall finishes to receive new finish (new wall and floor finish measured elsewhere)</u>	no	15		
2.008	Remove and make good : vitreous china wash hand basin	no	3		
2.009	Remove and make good : water closet with cistern	no	4		
2.010	Remove and make good : Urinals <u>CUTTING THROUGH FLOORS AND CEILINGS</u> <u>Cutting through:</u>	no	2		
2.011	Acoustic tile suspended ceilings for partitions, including making good finishes and necessary modifications to the suspension system including main and cross tees, necessary hangers, grids, etc (new cornices elsewhere), complete as per Architect's drawing no. 304-307 <u>MAKING GOOD OF FINISHES, ETC</u> <u>Making good cement screeds</u>	m	66		
2.012	Floors where 90mm partitions removed <u>BUDGETARY ALLOWANCES</u>	m	66		
2.013	Allow the budgetary amount of R100 000.00 (One Hundred Thousand Rands) for unforeseen builders work and alterations as directed by the Project Manager and/or Architect and deducted in whole or in part if not required Subtotal (carried to Final summary)	Item	1	100,000.00	R 100,000.00

	BILL No. 3				
3.000	MASONRY NOTE: The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, the Standard Conditions of Tender, Conditions of Contract, Model Preambles for Trade 2008, Specifications, Drawings and all other relevant documentation SUPPLEMENTARY PREAMBLES BRICKWORK <u>Concrete masonry units</u> Blocks are to be either solid or hollow modular dense concrete masonry units having a compressive strength of 7MPa <u>Brickwork</u> Surfaces to be plastered shall have joints raked out to a depth of at least 10mm to provide a key. Cavities of hollow walls shall be kept free of mortar droppings or other undesirable matter. Every second perpend of the bottom course of the external skin of hollow walls shall be left open as a weep hole <u>Standard complementary blocks</u> Descriptions of blockwork shall be deemed to include standard complementary blocks such as corner, three-quarter, half and quarter blocks required in the construction of corners, reveals, jambs, ends, etc to solid and hollow walls and for bonding as necessary BRICKWORK SUPERSTRUCTURE <u>Brickwork of NFP bricks in class II mortar</u>				
3.001	Half brickwalls		m ²	76	
3.002	One brickwalls BRICKWORK SUNDRIES <u>2.8mm Brickwork reinforcement</u>		m ²	434	
3.003	75mm Wide reinforcement built in horizontally		m	298	
3.004	150mm Wide reinforcement built in horizontally		m	1,565	
	<u>Prestressed fabricated concrete lintels including necessary temporary supports</u>				
3.005	110 x 70mm Lintels in lengths not exceeding 3m <u>Tooth & bond</u>		m	100	
3.006	Tooth and bond new half brick wall to existing		m	24	
3.007	Tooth and bond new one brick wall to existing		m	107	
	Subtotal (carried to Final summary)				

	BILL No. 4				
4.000	CARPENTRY AND JOINERY NOTE: The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, the Standard Conditions of Tender, Conditions of Contract, Model Preambles for Trade 2008, Specifications, Drawings and all other relevant				
	documentation				
	SUPPLEMENTARY PREAMBLES				
	<u>Joinery</u>				
	Descriptions for the following joinery fittings, etc., shall be				
	deemed to include all ironmongery, metalwork, paint finishes,				
	laminated finishes, etc., and for assembling and installing				
	complete				
	Descriptions of frames shall be deemed to include frames, transomes, rails, etc				
	Descriptions of hardwood joinery shall be deemed to include sinking and pelleting heads and nuts of bolts				
	DOORS				
	<u>Internal Doors</u>				
4.001					
	40mm x 850mm x 2400mm high hollow core door - Type D2	No	207		
4.002					
	40mm x 1000mm x 2400mm high hollow core door - Type D3	No	9		
4.003		No	1		
	40mm x 1600mm x 2100mm high semi solid door - Type D 1B				
	NOTICEBOARDS, KEYBOARDS, DUCKBOARDS, ETC				
	<u>Parrot anodised aluminium frame magnetic dry erase whiteboard or similar approved</u>				
4.004					
	Whiteboard size 1 200 x 1 200mm high including marker rail fixed to partitions complete as per Architect's drawing	No	12		

Index

4.005	<p>Whiteboard size 2 000 x 1 200mm high including marker rail fixed to partitions complete as per Architect's drawing</p> <p><u>JOINERY FITTINGS</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>General</u></p> <p>The following cupboard fittings have been given as complete units i.e. the components of the units have not been given separately. Descriptions of such units shall, therefore, be deemed to include all components, assembling, housing, notching, glueing, blocking, planting-on and screwing with countersunk screws, edge strips, thermosetting plastic laminate, glass, ironmongery, metalwork, paint or varnish finishes, etc Prices are to include for all necessary filler pieces against walls etc</p> <p><u>References</u></p> <p>References given in descriptions refer to the respective types of fittings detailed on the Architect's drawing</p> <p><u>CUPBOARDS TO KITCHENS, BEDROOMS, ETC</u></p>	No	12		
-------	--	----	----	--	--

	<u>Wrought softwood</u>				
4.006	<p>20 x 80mm Plywood cleats designed, supplied and installed complete as per Architect's drawing</p> <p><u>20mm Plastic laminated plywood melamine carcass with impact edging (Colour: White) joinery fittings, including all ironmongery complete as per Architect's detail</u></p>	m	16		
4.007	<p>Floor mounted cupboard comprising of 3 No. double cupboard unit size 2 500 x 860mm high x 600mm deep with and including melamine faced shelves, backing, etc. with 6 equal leaf cupboard doors and drawers designed, supplied and installed complete as per Architect's drawing</p> <p><u>20mm Thick marble worktops (Colour: To be confirmed) with 5mm chamfered edges fixed to melamine carcass (elsewhere measured) fixed to walls or partitions with M10 bolts and white silicone sealant complete as per Architect's drawing or similar approved</u></p>	No	6		
4.008	<p>Worktop overall size 2 500 x 600mm including 500mm high splashback designed, supplied and installed complete as per Architect's drawing</p> <p><u>EQUIPMENT</u></p> <p><u>Hisence or similar approved</u></p>	No	6		
4.009	130L Bar fridge	No	6		
4.010	<p>26L Microwave</p> <p><u>Hydroboil or similar approved</u></p>	No	6		
4.011	<p>5L Wall mounted hydro boil</p> <p><u>SKIRTINGS</u></p> <p><u>Wrought meranti</u></p>	No	6		
4.012		m	174		

Index

	19 x 76mm Skirting or similarly approved plugged including 19mm quadrant bead nailed				
	Subtotal (carried to Final summary)				

	<u>BILL No. 5</u>				
5.000	<u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u> NOTE: The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, the Standard Conditions of Tender, Conditions of Contract, Model Preambles for Trade 2008, Specifications, Drawings and all other relevant documentation <u>SUPPLEMENTARY PREAMBLES</u> <u>Fixing</u> Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding				
	500mm centres, and where described as	"bolted", the bolts			
	have been given elsewhere				
	<u>Ceilings</u> Unless otherwise described ceilings shall	be deemed to be			
	horizontal <u>Proprietary suspended ceilings</u> Hangers, suspension grids, "lay-in" panels, etc are to be in accordance with the manufacturers' recommendations <u>Bulkheads</u> Bulkheads are defined as those portions of ceilings which are stepped down from the general ceiling level in a particular room or area and which generally occur along the perimeter. Their purpose is either to conceal services or to create architectural features Bulkheads have only been described as such where they conform to the above definition and where the horizontal or vertical dimensions do not exceed 900mm. Where these dimensions are more than 900mm such portions of ceilings have been included in the appropriate general items of ceilings Unless otherwise described bulkheads shall be deemed to be horizontal along the length <u>Steel components</u> All steel components for ceilings, partitions, etc are to be galvanised <u>SUSPENDED CEILINGS</u> <u>1200 x 600 x 12.5mm "OWA Futura" acoustic vinyl clad lay-in ceiling tiles colour white, laid on pre-painted exposed tee suspension system including main and cross tees, necessary hangers, grids, etc. all as per manufacturers specifications or similar approved</u>				
5.001	Ceilings suspended not exceeding 1m below concrete soffits	m ²	5,614		
5.002	Extra over ceiling for opening for 600 x 600mm light fitting	No	468		
5.003	Extra over ceiling for 650 x 650mm opening for air conditioning diffuser	No	281		

Index

5.004	Extra over ceiling for 670 x 670mm opening for ventilation grille	No	28		
	<u>9.5mm Gypsum plasterboard on screw-down tee suspension including hangers etc, with tape fixed over grid joints and the finished with gypsum plaster trowelled whole to a smooth surface</u>				
5.005	Horizontal portion of bulkhead 500mm wide suspended not exceeding 1m below concrete soffits	m	1,442		
5.006	Vertical portion of bulkhead 500mm high suspended not exceeding 1m below concrete soffits	m	721		
	<u>Shadowline cornices to suspended ceilings</u>				
5.007	LSM25 Pre-painted cornices plugged	m	5,344		
	<u>PARTITIONS, ETC</u>				
	<u>Drywall partition consisting of 63mm metal drywall studs inserted at 600mm centres into 63mm drywall steel track at top and bottom, clad both sides with 12.5mm taper-edge gypsum board fixed with drywall screws with and including base as per schedule. Stagger joints between boards, all joints are to be taped and jointed and the whole board finished with gypsum skim plaster trowelled to a smooth plastered finish complete as per manufacturer's specification</u>				
5.008	Partitioning (Type A) 2 750mm high with bottom track plugged to concrete and top track fixed to underside of suspended ceilings	m	1,626		
5.009	Extra over partition (Type A) 2 750mm high for T-intersection	No	217		
5.010	Extra over partition (Type A) 2 750mm high for corner	No	542		
5.011	Extra over partition (Type A) 2 750mm high for fair end	No	325		
5.012	Extra over partition (Type A) 2 750mm high for vertical abutment	No	136		
5.013	Partitioning (Type B) 1 500mm high with bottom track plugged to concrete	m	235		
5.014	Extra over partition (Type A) 1 500mm high for T-intersection	No	31		
5.015	Extra over partition (Type A) 1 500mm high for corner	No	78		
5.016	Extra over partition (Type A) 1 500mm high for fair end	No	47		
5.017	Extra over partition (Type A) 1 500mm high for vertical abutment	No	24		
	<u>Hollow core door, hung to aluminium door frame and including hardwood (ironmongery elsewhere), additional studding, trimming, etc. to partitions</u>				
5.018	Extra over partitions for 40mm thick door overall size 850 x 2 400mm high	No	246		
5.019	Extra over partitions for 40mm thick door overall size 1 600 x 2 400mm high	No	18		
	<u>Clear glass panels fixed to powder coated aluminium frame (colour: TBC) in partition as per specialist details</u>				
5.020	Extra over partitions for 4mm thick glass overall size 900 x 2 300mm high	No	38		
5.021	Extra over partitions for 4mm thick glass overall size 600 x 2 300mm high	No	107		

Index

	<u>INSULATION</u> 50mm thick non-combustible, lightweight "Energylite" glasswool insulation batts for heat and/or acoustic control, fixed all in accordance with the manufacturer's recommendations				
5.022	50mm Thick insulation batts of 47.5kg/m ³ density in panels fixed in drywall partition cavity (elsewhere measured) <u>SUNDRIES</u> Powder coated aluminium skirtings, etc	m ²	5,735		
5.023	100mm High aluminium skirtings 60 Minute fire rated mastic fire resistant joint sealant including backing cord , bond breaker, primer, etc applied between concrete and partitions	m	1,874		
5.024	20mm Thick to top and bottom of partitions <u>BUDGETARY ALLOWANCES</u> General allowances	m	3,748		
5.024	Allow the budgetary amount of R125 000.00 (Eighty Five Thousand Rands) for additional support members to partitions for any wall hung/mounted joinery and equipment as directed by the Project Manager and deducted in whole or in part if not required Subtotal (carried to Final summary)				R 125,000.00
		Item	1	125,000.00	

	BILL No. 6				
6.000	FLOOR COVERINGS, WALL LININGS, ETC NOTE: The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, the Standard Conditions of Tender, Conditions of Contract, Model Preambles for Trade 2008, Specifications, Drawings and all other relevant documentation SUPPLEMENTARY PREAMBLES <u>Fixing</u> Floor coverings, wall linings, etc shall, where applicable, be fixed with adhesive as recommended by the manufacturers of the flooring, linings, etc FLOOR COVERINGS <u>Ceramic tiles 420 x 420mm (PC allowance of R 200.00/m2 excludes V.A.T. but includes delivery to site), includes waste, laying, supply and fixing with an approved adhesive and jointing in tinted "Tal" grout to:</u>				
6.001	On floors	m ²	520		
6.002	Extra over 100mm Skirting <u>Ceramic tiles 600 x 600mm (PC allowance of R 200.00/m2 excludes V.A.T. but includes delivery to site), includes waste, laying, supply and fixing with an approved adhesive and jointing in tinted "Tal" grout to:</u>	m	149		
6.003	On floors	m ²	246		
6.004	Extra over 100mm Skirting <u>Porcelain tiles 600 x 300mm (PC allowance of R 200.00/m2 excludes V.A.T. but includes delivery to site), includes waste, laying, supply and fixing with an approved adhesive and jointing in tinted "Tal" grout to:</u>	m	70		
6.005	On walls <u>Carpet tiles 600 x 600mm (PC allowance of R 200.00/m2 excludes V.A.T. but includes delivery to site), includes waste, laying, supply and fixing with an approved adhesive:</u>	m ²	417		
6.006	On floors SKIRTINGS, NOSINGS, ETC <u>Skirtings, nosings, etc</u>	m ²	5,628		
6.007	150mm tile skirtings SUNDRIES <u>10mm aluminium straight edge trim</u>	m	210		
6.008	Straight edge tile trim Subtotal (carried to Final summary)	m	210		

	<u>BILL No. 7</u>				
7.000	<p><u>IRONMONGERY</u></p> <p>NOTE: The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, the Standard Conditions of Tender, Conditions of Contract, Model Preambles for Trade 2008, Specifications, Drawings and all other relevant documentation</p> <p><u>Proprietary items</u></p> <p>Where applicable the manufacturers' names or product catalogue titles are given in sub-headings preceding the items Prices are to be based on the specific products/articles specified. If tenderers wish to offer alternative products/articles for certain items, these items are to be clearly marked and the alternative specification given with supporting brochures etc clarifying the features of the products/articles offered On request returnable samples are to be provided to the project manager for consideration</p> <p><u>Finishes to ironmongery</u></p> <p>Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AN Anodised natural AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded</p> <p><u>HINGES, BOLTS, ETC</u></p> <p><u>Approved</u></p>				
7.001	<p>Union two ball bearing butt hinge with stainless steel finish</p> <p><u>CYLINDERS & LOCKS</u></p> <p><u>Approved</u></p>	Pairs	684		
7.002	Euro profile cylinder upright lock case with brass forend	No	164		
7.003	3 Lever upright lock with stainless steel forend	No	12		
7.004	Standard 65mm Brass Euro profile double cylinder	No	15		
7.005	Standard 66mm Brass Euro profile bathroom,/WC privacy cylinder	No	20		
7.006	Standard 66mm Brass Euro profile double cylinder	No	8		
7.007	Brass plated mild steel 51mm 2-lever straight cupboard lock	No	8		
7.008	Euro profile cylinder upright lock case	No	8		
7.009	3 Lever upright lock	No	164		
7.010	Stainless steel oval cylinder lock escutcheon	No	164		
7.011	78mm chrome plated steel padlock with hardened steel shackle	No	3		

Index

	HANDLES, ETC				
	<u>Approved</u>				
7.012	Stainless steel sandpiper pull handle size 600 x 32mm diameter	No	7		
7.013	Brass and Zinc alloy handle	No	9		
7.014	Brass and Zinc alloy handle	No	163		
7.015	Anodised silver straight pull handle with 130mm fixing centres	No	12		
	DOOR CLOSERS				
	<u>Approved</u>				
7.016	737 Overhead door closer with regular arm and mounting brackets	No	19		
7.017	UNION aluminium helping hand disabled facility indicator bolt with anodised silver finish	No	9		
	LETTERS, NAMEPLATES, ETC				
	<u>Approved</u>				
7.018	152 x 76mm Anodised silver push plate with female engraved pictogram	No	14		
7.019	152 x 76mm Anodised silver push plate with male engraved pictogram	No	6		
7.020	152 x 76mm Anodised silver push plate with paraplegic engraved pictogram	No	6		
	PHOTOLUMINESCENT SIGNS				
	<u>Ceiling mounted double sided photoluminescent statutory signs in 380 x 190mm modules</u>				
7.021	380 x 190mm Sign with illuminated EXIT sign	No	24		
	SUNDRIES				
	<u>Approved</u>				
7.022	UNION stainless steel door stop with stainless steel finish	No	210		
7.023	Hook and buffer	No	13		
7.024	UNION flush bolt with nickle plated finish	No	1		
7.025	Anodised silver 152 x 76mm push plate	No	20		
	BUDGETARY ALLOWANCES				
7.026	Allow the budgetary amount of R100 000.00 (One Hundred Thousand Rands) for tenant brand specific signage as directed by the Project Manager and deducted in whole or in part if not required	Item	1	100,000.00	R 100,000.00
7.027	Allow the budgetary amount of R65 000.00 (Sixty Five Thousand Rand) for any additional signage required as directed by the Project Manager and deducted in whole or in part if not required	Item	1	65,000.00	R 65,000.00
	Subtotal (carried to Final summary)				

	<u>BILL No. 8</u>				
8.000	<u>METALWORK</u> NOTE: The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, the Standard Conditions of Tender, Conditions of Contract, Model Preambles for Trade 2008, Specifications, Drawings and all other relevant documentation <u>SUPPLEMENTARY PREAMBLES</u> <u>Descriptions</u> Descriptions of bolts shall be deemed to include nuts and washers Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described <u>Joints and Sealants</u> All joints in frames shall be made by mechanical means an approved silicone sealant is to be provided for both sides of all internal and external shop fronts between the aluminium frames and brick wall or concrete column and between the aluminium frame and plaster finish <u>Protection</u> Doors and windows shall be supplied with protective tape and plastic and shall be removed only once surrounding trades have been completed <u>PRESSED STEEL DOOR FRAMES</u> <u>Standard 2mm pressed steel double rebate door frame complete with lugs, steel butt hinges and rubber shock absorber in rebate to suite</u>				
8.001	1000mm X 2400mm door - 110mm wall	No	6		
8.002	850mm X 2400mm door - 230mm wall	No	30		
8.003	1600mm X 2100mm door - 230mm wall <u>GALVANISED STEEL WALL STIFFENERS</u> <u>Bearers to brick linings, lintels, etc</u>	No	1		
8.004	152 x 89 x 7.9mm Angle section bearers fixed to concrete at 400mm centres Subtotal (carried to Final summary)	m	98		

Index

	BILL No. 9				
9.000	<p>PLASTERING</p> <p>NOTE: The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, the Standard Conditions of Tender, Conditions of Contract, Model Preambles for Trade 2008, Specifications, Drawings and all other relevant documentation</p> <p>SUPPLEMENTARY PREAMBLES</p> <p><u>Testing of sand/cement screeds:</u></p> <p>Testing to be done by an accredited independent testing specialist, or by the provision of independently certified test data to demonstrate compliance with the Specification as set out below</p> <p>Alternative substrate testing methods may be put forward for consideration and acceptance by the Project Manager</p> <p>All test results to be provided in Microsoft Excel format with unique numbers and the positions of tests referenced and indicated on a floor plan (floor plan to be provided by Project Manager.)</p> <p>In all instances of results failing to comply as determined by the Project Manager, additional tests to prove final compliance will be for the account of the contractor</p> <p>SCREEDS</p> <p><u>30mm Screeds steel floated (smooth), on concrete</u></p>				
9.001	<p>On floors</p> <p><u>Self levelling anti static underlayment "flowcrete ESD" screed on concrete, strictly in accordance to manufacturer's specifications</u></p>	m ²	5,628		
9.002	<p>On floors</p> <p>INTERNAL PLASTER</p> <p><u>Cement plaster smooth finish on brickwork/concrete</u></p>	m ²	938		
9.003	<p>On walls</p>	m ²	538		
9.004	<p>On narrow widths</p> <p>CORNER PROTECTORS, DIVIDING STRIPS, ETC</p> <p><u>Kirk Marketing M-Trim Aluminium trims</u></p>	m	65		
9.005	<p>ASE030 3mm Aluminium formable straight edge dividing strips between differing floor finishes</p>	m	92		
	Subtotal (carried to Final summary)				

	<u>BILL No. 10</u>			
10.000	<p><u>PLUMBING AND DRAINAGE</u></p> <p>NOTE: The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, the Standard Conditions of Tender, Conditions of Contract, Model Preambles for Trade 2008, Specifications, Drawings and all other relevant documentation</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Sealing of edges</u></p> <p>Outer edges of sinks, basins, baths, urinals, etc are to be sealed against adjacent surfaces with approved silicone</p> <p><u>Copper pipes</u></p> <p>Pipes shall be hard drawn and half-hard "Maksal" pipes of the class described. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), Class 2 (half-hard) and Class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016</p> <p>Copper pipes are to be installed in accordance with the latest revision of the Code of Practice for Copper Plumbing soldering techniques. Flux, solder, etc to be strictly in accordance with the manufacturer's requirements with special attention to copper flux composition</p> <p><u>Reducing fittings</u></p> <p>Where fittings have reducing ends or branches they are described as "reducing" and only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained</p> <p><u>Fixing of pipes</u></p> <p>Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, etc, casting in, building in or suspending not exceeding 1m below suspension level</p> <p><u>Paper wrapping to pipes</u></p> <p>Pipes chased into brickwork must be wrapped with two layers of stout brown paper tied with wire. Rates are to include for wrapping around joints and fittings</p> <p><u>General</u></p> <p>Descriptions of service pipes and flexible connecting pipes shall be deemed to include connections to taps, cisterns, etc and to steel pipes (adaptors for connections to copper pipes, etc are given separately)</p> <p>Descriptions of WC pans, slop hoppers, etc shall be deemed to include for joints to soil pipes (pan connectors are separately measured)</p> <p><u>As-built drawings</u></p> <p>Where required, the contractor shall prepare an updated set of as-built drawings. At completion of the contract the contractor shall hand these drawings to the project manager for reproducing onto the originals for handing over to the employer (provision for allowance of as-built drawings elsewhere)</p> <p><u>SANITARY FITTINGS, ETC</u></p> <p><u>Approved</u></p>			

Index

10.001	Vitreous China handrinse basin colour white / KeraText overall size 450 x 300 x 160 with one right side tap hole fixed in accordance with manufacturer's recommendations	No	19		
10.002	120mm concealed cistern for public domain application, wall hung WC front actuated	No	17		
10.003	Electronic dual flush actuator in stainless steel brushed/polished finish with 9V battery power supply including flush pipe and pan connector, water supply connection with angle stop valve, protection cover for service opening and flush pipe fixed with fastened materials. All with Geberit conditional guarantee	No	16		
10.004	80mm concealed cister for paraplegic application wall hung WC (Article no. 110.360.00.5) front actuated	No	9		
10.005	Lockable for stop-and-go flush actuator in stainless steel/brushed/polished finish including flush pipe and pan connector, water supply connection with angle stop valve, protection cover for service opening and flush pipe fixed with fastened materials. All with Geberit conditional guarantee	No	13		
10.006	Vitreous China handrinse basin white overall size 450 x 360 x 160 with on centered tap hole and a visible overflow fixed in accordance with manufacturer's recommendations	No	6		
10.007	Urinal partition size 420mm x 760mm high in white alpine	No	6		
10.008	Wall mounted Tamina concealed control urinal alpine overall size 420mm x 370mm x 840mm fixed to wall with stainless steel and nuts in accordance with manufacturer's recommendations <u>TAPS, VALVES, ETC</u> <u>Approved</u>	No	6		
10.009	IR wall mounted brenta tap for washbasin with mixer with 170mm tap projection from wall finished in bright chrome plated with 110-240 V AC power supply	No	6		
10.010	IR automatic Type 186 tap for washbasin with mixer with 130mm tap projection from wall finished in bright chrome plated with concealed 230 V AC power supply <u>Approved</u>	No	14		
10.011	Saturn cube swivel mixer with overarm swivel spout and 15mm flexible connections. With 5 year guarantee on body construction <u>ACCESSORIES</u>	No	8		
10.012	Stainless steel hinged grating colour or similar approved	No	20		
10.013	Stainless steel rolled towel dispenser overall size 315 x 260 x 365mm high installed by a or similar approved	No	20		
10.014	Grade 304 18/10 stainless steel 32mm diameter straight grab rail with Franke fine grip 750mm x 95mm deep plugged and screwed to the wall with stainless steel screws or similar approved	No	6		

Index

10.015	Grade 304 18/10 stainless steel 32mm diameter straight grab rail with Franke fine grip 256 x 618 x 95mm deep plugged and screwed to the wall with stainless steel screws or similar approved	No	6		
10.016	Polished stainless steel toilet roll holder size 75 x 45mm deep plugged and screwed with stainless steel screws or similar approved	No	20		
10.017	1,2/1,5mm thick satin finished steel automatic hand dryer size 280 x 207 x 245mm high with 2 vandq1 proof lock screws nd ket wrench, plugged and scewed to the wall with stainless steel screws, 200W motor connected to 230/340volt power supply. With 5 year guarantee or similar approved	No	6		
10.018	Polished stainless steel toilet roll holder size 145 x 75mm deep, plugged and screwed to wall with stainless steel screws or similar approved	No	20		
10.019	Bin- Plastic/Meduim colour white <u>BUDGETARY ALLOWANCES</u>	No	6		
10.020	Allow the budgetary amount of R 70 000.00 (Seventy Thousand Rand) for tenant brand specific sundry plumbing fittings as directed by the Project Manager and deducted in whole or in part if not required <u>SANITARY PLUMBING</u> <u>Upvc Pip</u>	Item	1	70,000.00	R 70,000.00
10.020	50mm Pipes	m	12		
10.021	50mm Pipes suspended not exceeding 1m below concrete soffits <u>Extra over cast iron pipes with SSN couplings for fittings</u>	m	20		
10.022	50mm Bend	No	48		
10.023	50mm Access bend <u>Testing</u>	No	100		
10.024	Locate and cut into existing 50mm waste pipe and connect to new	No	1		
10.025	Testing waste pipe system <u>HOT AND COLD WATER SUPPLY</u> <u>Class I copper pipes</u>	Item	1		
10.026	15mm Pipes	m	28		
10.027	22mm Pipes <u>Extra over class I copper pipes for capillary soldered type fittings</u>	m	20		
10.028	14mm Fittings	No	84		
10.029	22mm Fittings	No	60		

Index

	<u>Compression fittings</u>				
10.030	20mm Conex fittings to sanitary appliances <u>Testing</u>	No	1		
10.031	Locate and cut into existing 20mm water supply pipe and connect to new	No	1		
10.032	Testing water pipe system <u>ELECTRIC WATER HEATERS</u> <u>Kwikot or similar approved</u>	Item	1		
10.033	10 Litre under basin electric water heater <u>AS-BUILT DRAWINGS</u>	No	6		
10.034	Provision of as-built drawings <u>BUDGETARY ALLOWANCES</u>	Item	1		
10.035	Allow the budgetary amount of R 70 000.00 (Seventy Thousand Rand) for tenant brand specific sundry plumbing works as directed by the Project Manager and deducted in whole or in part if not required Subtotal (carried to Final summary)	Item	1	70,000.00	R 70,000.00

	BILL No. 11				
11.000	GLAZING NOTE: The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, the Standard Conditions of Tender, Conditions of Contract, Model Preambles for Trade 2008, Specifications, Drawings and all other relevant documentation <u>6mm "GG" polished plate float glass mirrors with square polished edges plugged with chrome plated detachable screws or similarly approved</u>				
11.001	Mirror 450 x 600mm high	No	32		
	Subtotal (carried to Final summary)				

	BILL No. 12				
12.000	<p><u>PAINTWORK</u></p> <p>NOTE: The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, the Standard Conditions of Tender, Conditions of Contract, Model Preambles for Trade 2008, Specifications, Drawings and all other relevant documentation</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>PREPARATORY WORK TO EXISTING WORK</u></p> <p><u>Previously painted plastered surfaces</u></p> <p>Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth</p> <p><u>PROPRIETY ITEMS OR MATERIALS</u></p> <p>Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head</p> <p><u>COLOURS</u></p> <p>Unless otherwise described all paintwork shall be deemed to have a colour value in excess of 7 on the Munsell system</p> <p><u>PAINTWORK ETC TO NEW WORK</u></p> <p><u>ON FLOATED PLASTER</u></p> <p><u>Prepare and apply one coat masonry primer and two coats colour paint to manufacturer's specifications</u></p>				
12.001	<p>On internal walls</p> <p><u>ON PLASTER BOARD</u></p> <p><u>Prepare and apply one coat primer and two coats colour paint to manufacturer's specifications</u></p>	m ²	1,017		
12.002	On partitions	m ²	7,626		
12.003	<p>On ceilings and bulkheads</p> <p><u>ON STEEL</u></p> <p><u>One coat alkyd based zinc phosphate primer and two coats premium quality polyurethane enamel paint, on steel to manufacturer's specifications</u></p>	m ²	1,514		
12.004	<p>On door frames</p> <p><u>PAINTWORK, ETC TO PREVIOUSLY PAINTED WORK</u></p> <p><u>ON INTERNAL FLOATED PLASTER SURFACES</u></p> <p><u>Wash down, prepare and apply two coats colour paint to manufacturer's specifications</u></p>	m ²	55		
12.005	On internal walls	m ²	3,180		
12.006	On internal columns	m ²	940		

Index

	<u>ON STEEL</u>				
	<u>One coat alkyd based zinc phosphate primer and two coats premium quality polyurethane enamel paint, on steel to manufacturer's specifications including acid wash and prepping</u>				
12.007	On door frames	m ²	41		
	Subtotal (carried to Final summary)				

	BILL NO. 13			
13.000	<p><u>PROVISIONAL SUMS</u></p> <p><u>PREAMBLES</u></p> <p>NOTE : The tenderer is referred to the relevant clauses in the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Supplementary preamble items described in Bill No. 1, shall equally apply to this bill.</p> <p><u>GENERAL NOTES TO TENDERERS</u></p> <p>General notes, described in Bill No.1, shall equally apply to this Bill</p> <p>Provisional Sums are to be expended/utilized only upon: " ".i) the submission of a minimum of three market related quotations. Quotations" for service providers" may be solicited" by any of the following entities: the main contractor, a member of the consultant team, the implementing" agent or the end user."</p> <p><u>Cash discount</u></p> <p>The following provisional sums and prime cost amounts are NET and represent the NET COST of the work described. The contractor shall not be entitled to any discount, percentage or allowance whatsoever on the value of any provisional sum or prime cost amount other than the priced value for profit and attendance as provided for. The provisional sums and prime cost amounts may be deducted in whole or in part from the contract and are subject to adjustment upon completion</p> <p><u>Profit</u></p> <p>Where stated, the contractor may allow for profit if required</p> <p><u>General attendance on nominated/selected subcontractors</u></p> <p>The item "Attendance" which follows each provisional sum for nominated/selected subcontractors' work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the nominated/selected subcontractors, the following:</p> <p><u>Builder's work</u></p> <p>Builder's work in connection with specialist services is given elsewhere in these bills of quantities</p>			

	Wall paper and special finish			
13.001	<p>Allow an amount of R350 000.00 (Three Hundred and Fifty Thousand Rand) for provision of wall papers and special finishes</p> <p>Item</p>	1,00	350,000.00	
13.002	Attendance %IT			
13.003	Profit %IT			
	Subtotal (carried to Final summary)			

		Page			
		Page			
		Page			
1.000	Preliminaries				
2.000	Alterations	Page			
3.000	Masonry				
4.000	Carpentry and Joinery	Page			
5.000	Ceilings, Partitions & Access Flooring				
6.000	Floor Coverings	Page			
7.000	Ironmongery				
8.000	Metalwork	Page			
9.000	Plastering				
10.000	Plumbing & Drainage	Page			
11.000	Glazing				
12.000	Paintwork	Page			
13.000	Provisional Sums				
		Page			
	SUBTOTAL				
		Page			
		Page			
		ST			
B	Part B Electrical works				
C					
	Part C Mechanical works				
	SUBTOTAL	ST			
	TOTAL (EXCLUDING VAT CONTINGENCY)				
	ADD CONTINGENCY @ 5%	Page		5%	
	TOTAL (EXCLUDING VAT) CARRIED FORWARD TO FORM OF OFFER			0.00	
	ADD VAT @15%	Page		15%	
	TOTAL (INCLUDING VAT) CARRIED FORWARD TO FORM OF OFFER			0.00	

CITY OF TSHWANE
GROUP PROPERTY

CONTRACT NO: GPM 01 2023/24

TENDER FOR THE APPOINTMENT OF A CONSTRUCTION CONTRACTOR FOR THE TENANT
INSTALLATION/FIT-OUT OF MIDTOWN BUILDING FOR A PERIOD OF 18 MONTHS.

PORTION 2: CONTRACT

PART C3: SCOPE OF WORK

SCOPE OF WORK

INDEX

Section	Description	Page No
C3.1	DESCRIPTION OF THE WORKS.....	C3.1
C3.2	ARCHITECTURAL DRAWINGS.....	C3.2
C3.3	PROCUREMENT.....	C3.3
C3.4	MANAGEMENT.....	C3.4
C3.7	REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS: HEALTH AND SAFETY SPECIFICATION.....	C3.5

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section: C3.1: Description of the Works

CITY OF TSHWANE
GROUP PROPERTY

CONTRACT NO: GPM 01 2023/24

TENDER FOR THE APPOINTMENT OF A CONSTRUCTION CONTRACTOR FOR THE TENANT
INSTALLATION/FIT-OUT OF MIDTOWN BUILDING FOR A PERIOD OF 18 MONTHS.

C3.1 DESCRIPTION OF THE WORKS

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3.7: Scope of work

C3.1 DESCRIPTION OF THE WORKS

3.1.1 Employers objectives

The Strategic pillars to be addressed are.

- A city that delivers excellent services and protects the environment.
- Providing city owned office accommodation to reduce the rental expenditure and over reliance on private landlords.
- A city that keeps residents safe.

3.1.2 Overview of the Works

The works involves alterations, ceilings, partitions, and floorings in the Midtown Building. The work to be carried out under this contract includes the supply of equipment, materials, and labour requirements for the successful completion of the projects within the constraints of time, cost, and quality.

3.1.3 Extent of the Works

(a) Conventional and labour-intensive construction methods as prescribed in the guidelines of the Expanded Public Works Programme (EPWP).

The following construction activities are to be executed:

- Alterations
- Masonry
- Carpentry and Joinery
- Ceilings, Partitions and Access Flooring
- Floor Coverings
- Ironmongery
- Metalwork
- Plastering
- Plumbing and Drainage
- Glazing
- Paintwork

The contractor's obligations shall also include strict compliance with any Environmental specifications and/or reports deemed to form part of this contract as well as Occupational Health and Safety requirements.

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3.7: Scope of work

Approximate quantities of each type of work are given in the Schedule of Quantities.

3.1.4 Compulsory Performance Standard

- a. The successful bidder is to submit Performance Guarantees and all insurance documents within 14-days upon formal request to do so
- b. The successful bidder is to correct sub-standard and/or poor-quality work within 7-days upon receipt of a formal notice to do so
- c. The successful bidder is to effect any contractual remedies within 7-days upon receipt of a formal notice to do so

City of Tshwane reserves a right to terminate the contract in terms of the provisions of the **General Conditions of Contract for Construction Works, Third Edition (2015)** should the successful bidder at any stage of the contract fail to adhere to any of the above stated compulsory Performance Standards and thereby move on to appoint the backup bidder as replacement.

3.1.4 Location of the works

The location of the site is in Area A (region 3) of the City of Tshwane.

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Section C3.2: Architectural Drawings

CITY OF TSHWANE
GROUP PROPERTY

CONTRACT NO: **GPM 01 2023/24**

TENDER FOR THE APPOINTMENT OF A CONSTRUCTION CONTRACTOR FOR THE TENANT INSTALLATION/FIT-OUT OF MIDTOWN BUILDING FOR A PERIOD OF 18 MONTHS.

C3.2 ARCHITECTURAL DRAWINGS

C3.2 ARCHITECTURAL DRAWINGS

Floor specific detail designs will be provided by the GROUP PROPERTY DEPARTMENT

The quantities provided on the bills for the above-mentioned site-specific floor plans are the exact extent of work. Where provisional quantities are provided, the final quantities for payments will be based on work done on site.

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

C3.3: Procurement

CITY OF TSHWANE
GROUP PROPERTY

CONTRACT NO: GPM 28 2022/23

TENDER FOR THE APPOINTMENT OF A CONSTRUCTION CONTRACTOR FOR THE TENANT
INSTALLATION/FIT-OUT OF MIDTOWN BUILDING FOR A PERIOD OF 18 MONTHS.

C3.3 PROCUREMENT

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

C3.3: Procurement

C3.3 PROCUREMENT

be used Preferential procurement procedures as described in section T1.2 TENDER DATA shall

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

C3.4 Management

CITY OF TSHWANE
GROUP PROPERTY

CONTRACT NO: GPM 01 2023/24

TENDER FOR THE APPOINTMENT OF A CONSTRUCTION CONTRACTOR FOR THE TENANT
INSTALLATION/FIT-OUT OF MIDTOWN BUILDING FOR A PERIOD OF 18 MONTHS.

C3.4 MANAGEMENT

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

C3.4 Management

C3.4 MANAGEMENT

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 with regard to the scheduled start and end dates of individual activities.
- The linkages between activities shall be clearly indicated and the logical network upon which the programme is based shall be separately submitted to the engineer 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 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 55 of the General Conditions of Contract.

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

C3.4 Management

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 12 of the General Conditions of Contract when drawing up his programme.

2. Sequence of the works

The sequence of the works will be agreed upon prior to commence of works with the employer's agent.

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

CITY OF TSHWANE
GROUP PROPERTY

CONTRACT NO: GPM 28 2022/23

TENDER FOR THE APPOINTMENT OF A CONSTRUCTION CONTRACTOR FOR THE TENANT INSTALLATION/FIT-OUT OF MIDTOWN BUILDING FOR A PERIOD OF **18 MONTHS**.

C3.5 HEALTH AND SAFETY SPECIFICATION

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant
installation/fit-out of Midtown Building for a
period of **18 months**.
Part C3: Scope of Work
Section C3.5: Health and Safety Specification

CONTENTS	PAGE
1. Definition of Terms.....	4
2. Introduction.....	5
3. The Client`s commitment to Occupational Health and Safety Management.....	5
4. Scope.....	6
5. Omissions from OHS Specification.....	6
6. Change or Review of Specifications.....	6
7. Safety Files.....	7
7.1 Preparation and Submission of safety file.....	7
7.2 Evaluation and approval of Safety file.....	9
7.3 Principal Contractor engagement phase.....	9
7.4 Project close-out and submission of consolidated Health & Safety File.....	9
8. OHS Specification Requirements.....	10
8.1 General Requirements of Health and Safety Plan.....	10
8.2 Outline of Health and Safety Plan.....	11
8.3 Risk Assessment.....	12
8.3.1 General	12
8.3.2 Forms of Risk Assessment.....	13
8.3.3 Methodology for the Preparation of Risk Assessments.....	14
8.3.4 Elements of a Risk Assessment.....	15
8.3.5 Reporting and Recording of Risks.....	19
8.3.6 Monitoring and Review.....	20
8.3.7 Communication and Consultation.....	20
8.4 Resources.....	20
8.4.1 General	20
8.4.2 Employees	20
8.4.3. Competencies.....	21
8.4.4. Physical and Psychological Fitness.....	21
8.4.5 Subcontractors.....	21
8.5 Fall Protection Equipment.....	22
8.6 Structures.....	22
8.7 Excavation work.....	22
8.8 Cranes.....	22
8.9 Construction vehicles and mobile plant.....	23
8.10 Electrical Installation and Machinery on construction sites.....	23
8.11 Use and temporary storage of flammable liquids on construction sites.....	24
8.12 Housekeeping and general safeguarding on construction sites.....	24
8.13 Stacking and storage on construction site.....	25
8.14 Fire precaution on construction sites.....	25
8.15 Construction employees` facilities.....	26
8.16 Operational Control of the Construction Site.....	26
8.16.1. Personnel Safety Equipment and Facilities.....	26
8.16.2. Display of substituted notices and Signs.....	26
8.16.3. First Aid, Emergency Equipment and Procedures.....	27
8.16.4. Welding, flame cutting, soldering and similar operations.....	27
8.16.5 Ladders	27
8.16.6. Environmental Conditions.....	28
8.16.7. Hazardous Chemical Substances.....	28

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

8.17	Implementation of Contractors' Health and Safety Plan	28
8.17.1.	General	28
8.17.2	Administrative Requirements	29
8.17.3.	Incident Reporting, Investigation and Recording	29
8.17.4.	Training	29
8.18	Safety Meetings	31
8.19	Occupational Health and Safety Committees	31
8.20	Inspections and Monitoring	32
8.21	Auditing	33
8.21.1.	Internal Audits	33
8.21.2.	Audits by Client or Safety Agent	33
9.	ANNEXURE.....	33
9.1	LEGAL APPOINTMENTS	34
9.2	Identified Hazards	35
9.3	MANDATORY AGREEMENT (SECTION37.2)	38
9.4	ACKNOWLEDGEMENT OF RECEIPT OHS SPECIFICATION	39

1. Definition of Terms

- I. Client-Means any person for whom construction work is performed and or undertaken (City of Tshwane for the purposes of this project)
- II. Construction site means a workplace where a construction work is being performed
- III. Construction supervisor means a competent person responsible for supervising construction activities on a construction site.
- IV. Competent person means a person who –
 - a) Has in respect of the work or task to be performed the required knowledge, training and experience and where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provision of the National Qualification Framework Act 2000 (Act 67 of 2000), those qualifications and that training must be regarded as the required qualification and training and
 - b) Is familiar with the Act.
- V. 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
- VI. Agent-Means a competent person who acts as a representative for a client in this case MIH Projects.
- VII. 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 working close to the construction site and or other applicable areas such as the site camp
- VIII. Risk-means the probability that injury or damage may occur
- IX. Hazard-means a source of or exposure to danger

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

2. Introduction

In terms of the Construction Regulation 5 (1) of the OHS ACT 85 of 1993, the client is required to compile an Occupational Health and Safety Specification for an intended project. This specification has an 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.

The Principal Contractor and its Contractors shall furthermore implement any reasonable practicable means to ensure compliance to this Occupational Health and Safety Specification and any other applicable legislation on their organization and/or activities performed by or for them

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

3. The Client`s commitment to Occupational Health and Safety Management

City of Tshwane is committed to responsible occupational health, safety 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 and safety performance are consistent with the issued specification;
- Ensuring adequate resources are made available for the effective implementation of occupational health and safety control and mitigation measures;
- Participating in hazard identification and risk assessments and design safety reviews;
- Communicating occupational health and safety 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;

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

- 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;
- Applying and enforcing consequence management from deviations and transgressions of/from compliance to this OHS 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.

4. Scope

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the scope of works.

5. Omissions from OHS Specification

Where any omission from the OHS Specification is identified, applicable legal requirements will constitute the minimum standard for compliance to the relevant omission. The responsibility will be on the Principal Contractor to provide assurance to the client (City of Tshwane) on compliance to the applicable legal requirements related to the activity / task / process.

6. Change or Review of Specifications

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

Whenever the client (City of Tshwane) identifies the need to change or review the OHS Specification, approved changes and revisions will be communicated to the Principal Contractor. A cost analysis on the implementation of the proposed changes / revisions will be calculated through a collaborative processes between the Client and the Principal Contractor – where the approved changes and/or revisions has no cost implication for the Principal Contractor the Principal Contractor will be required to accept the approved changes / revisions and ensure implementation within the OHS Plan .

7. Safety Files

7.1 Preparation and Submission of safety file

The Principal Contractor shall prepare a safety file containing the processes / procedures and templates to be applied during the project period for the scope of work. The Principal Contractor will be evaluated during the contract period against the submitted safety file.

At a minimum the safety file shall contain the following documentation and in accordance with the specification:

1. Notification of construction work to the relevant Department of Labour (stamped on each page / no faxed copies);
2. Scope of work to be performed;
3. Public Liability
4. Personnel list (Principal Contractor employees);
5. OH&S Policy and other procedures;
6. Updated copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations.
7. Updated copy of the Compensation for Occupational Injuries and Diseases Act (Act no. 130 of 1993) and its Regulations;
8. Proof of valid registration and good standing with the Compensation Commissioner or another licensed Insurer;
9. OHS Plan approved by the Client.
10. Agreement with Mandatory in terms of Section 37(1) &2 of the OHS Act.
11. Approved risk assessments, review and monitoring plans and safe work procedures (method statements);
12. A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor;

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

13. Designs and/or drawings;
14. All written designations and appointments for project scope of work (CV and competency copies);
15. Management structure (inclusive of OH&S responsibility & meeting structure);
16. Induction training and site OHS rules;
17. Occupational health and safety training matrix / plan;
18. Arrangements with contractors and/or mandatories;
19. The following registers (as applicable to contract scope of work):
 - Accident and/or incident notifications, investigation & control register;
 - Occupational health and safety representatives inspection register;
 - Construction vehicles and mobile plan inspections;
 - Daily inspections templates of vehicles, plant and other equipment by the operator, driver and/or user;
 - Daily inspections templates of excavations by competent person;
 - Template for entry into confined space;
 - Toolbox talks pro-forma;
 - Designer's inspections and structures record template;
 - Inspection and maintenance template of explosive powered tools;
 - Inspection template of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances);
 - Fall protection inspections template;
 - First-aid box content template;
 - Record of first-aid treatment template;
 - Fire equipment inspection and maintenance template;
 - Record of hazardous chemical substances template kept and used on site;
 - Ladder inspection template;
 - Machine safety inspections template (including machine guards, lock-outs etcetera);
 - Inspection templates for lifting machines and –tackle (including daily inspections by drivers/operators);
 - Inspection templates of scaffolding;
 - Inspection templates of stacking and storage;
 - Inspections templates of structures;
 - Inspections templates of vessels under pressure;

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

- Inspection templates of welding equipment; and
- Templates of issuing of Personal Protective Equipment;
- Monthly reporting and recording of statistics templates;
- Keeping of any other record in terms of applicable legislation falling within the scope of OHS Legislation applicable to the project and the Principal Contractor / Contractor's activities and organization.
- Emergency preparedness and response programmes;

7.2 Evaluation and approval of Safety file

The client (City of Tshwane) will conduct an initial inspection and evaluation of the Principal Contractor's OHS file for approval purposes to commence work. The Principal Contractor is required to submit the OHS file within 5 days before commencing with work. The Client will evaluate the file and give feedback to the Project manager and the Principal contractor. If the file has not been approved, the Principal contractor shall ensure that the outstanding documents are submitted for re-evaluation within 3 working days.

NOTE: The construction work cannot commence until the safety file is approved. The approval letter from the Client must be kept in the OHS file and any letter issued concerning the evaluation of the file.

Principal Contractors are required to achieve at least 80% (Eighty Per cent) compliance on the entire safety file documentation to obtain approval by the Client.

7.3 Principal Contractor engagement phase

The Principal Contractor shall commence with the construction work after approval of the safety file. The following processes will be applied to the Principal Contractors on a monthly basis for the duration of the contractual period:

- Monthly Compliance Assessments;
- Site Inspections;
- Progress meetings;
- Contractor's forum OHS meetings held at City of Tshwane

An initial site establishment inspection will be conducted by the Client after approval of the safety file / plan.

7.4 Project close-out and submission of consolidated Health & Safety File.

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

On completion of a construction work/ project the Principal Contractor shall submit all documentation required for the consolidated safety file to City of Tshwane as part of the project hand over documentation.

At a minimum, the safety file will contain the following records:

1. Approval letter by City of Tshwane on contents of Health and Safety file including plan;
2. A construction work permit issued by the Department of Labour as contemplated in Construction Regulation 3 of the Construction Regulations 2014 (when applicable).
3. Scope of work performed;
4. OHS Policy and other procedures;
5. Proof of registration and good standing with the Compensation Commissioner or another licensed Insurer;
6. OHS plan approved by the Client including the underpinning risk assessment(s) and method statements;
7. A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work done by each contractor;
8. Notifications of new projects /extension of scope received;
9. Designs and/or drawings;
10. Occupational health and safety committee meeting agenda and minutes;
11. Copies of written designations and appointments (CV and competency copies);
12. Management structure (inclusive of OHS responsibility & meeting structure);
13. Induction training conducted and site OHS rules;
14. Occupational health and safety training provided;
15. Arrangements with contractors and/or mandatories;
16. Description of security measures;
17. All applicable registers;

8. OHS Specification Requirements

8.1 General Requirements of Health and Safety Plan

Construction Regulation 7 (1) stipulates that the principal contractor must provide and demonstrate to the client a suitable sufficiently documented and coherent site-specific health and Safety Plan, based on the client's documented Health and Safety Specification contemplated in Regulation 5(1) (b), which plan must be applied from the date of

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

commencement of and for the duration of the construction and which must be reviewed and updated by the principal contractor as work progresses.

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

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

The following generic aspects should be covered in the Safety plan:

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

8.2 Outline of Health and Safety Plan

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

1. Aim and Scope of Plan,
2. Risk Assessment,
 - a. Alternative Forms of Risk Assessment,
 - b. Methodology of Risk Assessment,
 - c. Elements of Risk Assessment,
 - i. Scope of assessment,
 - ii. Risks Identified,
 - iii. Risk Analysis,

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

- iv. Risk Evaluation,
 - v. Risk Treatment (safe working procedures)
 - vi. Monitoring and reviewing,
- 3. Resources,
 - a. Health and Safety Staffing Organogram,
 - b. Supervisors, Inspectors and Issuers,
 - c. Employees,
 - d. Subcontractors inclusive of their scope of work and their core resources,
 - e. Training,
 - f. Plant,
 - g. Vehicles,
 - h. Equipment
- 4. Materials,
 - a. Temporary Materials
 - b. Permanent Materials
- 5. Categories of Work
- 6. Implementation of Health and Safety Plan,
 - a. Administrative systems,
 - b. Training,
 - c. Reporting,
 - d. Monitoring,
 - e. Inspections,
- 7. Auditing,
 - a. Internal audits,
 - b. Follow-up audits,
- 8. Financial Aspects,
- 9. Emergency procedures and response

8.3 Risk Assessment

8.3.1 General

This section of the specification provides guidelines for the Contractor in preparation of risk assessments in order to ensure compliance with Regulation 9 of the Construction Regulations, 2014. According to SANS 31000:2009, Risk

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

is the overall process of risk identification, risk analysis, and risk evaluation. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged.

A suitable and sufficient risk assessment is an assessment which:

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

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

The objectives of risk assessments are to:

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

8.3.2 Forms of Risk Assessment

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

8.3.2.1 Activity based risk assessment

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

8.3.2.2 Issue based risk assessments

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

- Designs are amended,
- New machines are introduced,

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

- Plant is periodically cleaned and maintained,
- Plant is started-up or shut-down,
- Systems of work change or operations alter,
- Incidents or near-misses occur, or
- Technological developments invalidate prior risk assessments

8.3.2.3 Continuous risk assessments

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

Examples of continuous risk assessments include:

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

8.3.3 Methodology for the Preparation of Risk Assessments

The Contractor shall in the preparation of risk assessments, follow the following general principles:

- Appoint in writing a suitably competent risk assessor
- The appointed risk assessor shall lead the risk assessment process
- Provide the team with background data, scope of work, potential hazards and underlying causes, and
- Where necessary employ experts for complex risk assessments and aspects of risk assessments that require experiential judgment,
- Institute an ongoing system of identifying aspects of the work that require risk assessment.

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

8.3.4 Elements of a Risk Assessment

The process of carrying out a risk assessment consists of a number of well-defined steps. These steps improve decision-making by providing a greater understanding of the risks and their impacts. The main steps or elements of the risk assessment process are as follows:

- 1) Consider scope and nature of risks involved, determine purpose and physical and legal bounds of assessment and define risk evaluating criteria,
- 2) Systematically identify risks,
- 3) Analyse risks with regard to causes, likelihood of occurrence and possible consequences against the background of existing controls and its effectiveness,
- 4) Evaluate risks in terms of pre-established criteria to determine need and priority for attention,
- 5) Treat risks through a process of risk elimination, substitution, controlling risk at source, risk mitigation such as training and as far as risk remains, provide personal protective equipment (PPE),
- 6) Monitor and review progress and performance in terms of management system, and
- 7) Communicate and consult.

The above steps are as depicted in Figure 1, below.

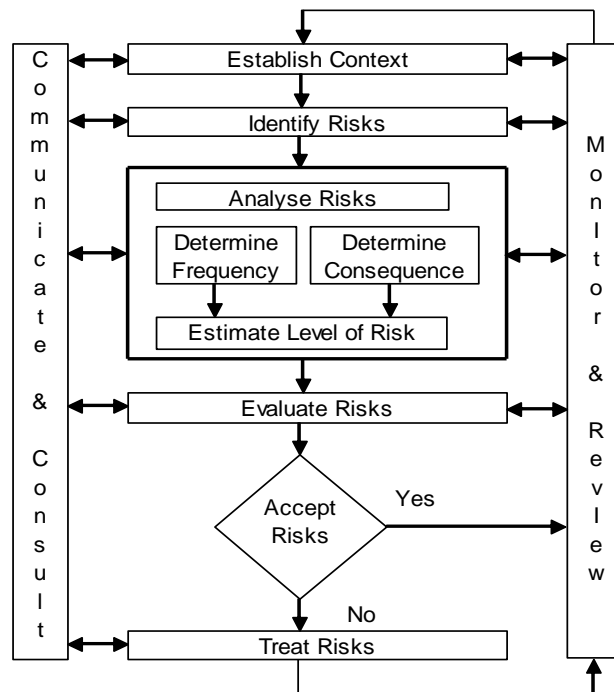


Figure 1: Risk Management Process

The Contractor shall ensure that the risk assessment compiled as part of his Health and Safety Plan contains at least these items.

8.3.4.1 Risk Identification

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

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

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

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

- vii) Highlight those groups and individuals who may particularly be at risk, and
- viii) Review the adequacy and effectiveness of existing safety controls and measures

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.
Part C3: Scope of Work
Section C3.5: Health and Safety Specification

8.3.4.2 Risk Analysis

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

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

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

Figure 2: Compounded Risk Matrix

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

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

8.3.4.3 Risk Evaluation

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

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

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

8.3.4.4. Risk Treatment

The contractor must select one or more options of modifying risks, and implementing those options. The option(s) selected must be covered in the safety plan and be followed as prescribed. Reference can be made to SANS31000:2009 for different risk treatment options. SANS 31000:2009, clause 5.5.3 may be consulted in preparing and implementing risk treatment plans.

8.3.5 Reporting and Recording of Risks

The Principal Contractor shall ensure that the risk assessment process (including Covid-19 risk assessment) is recorded and included in the Health and Safety Plan. The risk assessment document should be easily accessible to the Contractor's employees, their representatives, to inspectors, the Employer or his Safety Agent. The essential contents of the document should be as follows:

- Objectives and expected outcomes,
 - Description of the Works under assessment,
 - Summary of context of study
 - Composition of risk assessment team, (including qualifications and relevant experience),
 - Approach used to systematically identify risks,
 - Identified risks (ranked in order of priority),
 - Method adopted for assessing frequencies and consequences of risks,
 - Consequences (ranked in order of magnitude),
 - Identification of individuals and groups who may be affected by major hazards and risk and who may especially be at risk,
 - Basis for defining safety standards to be achieved,
-

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

- Contractor's resources devoted to risk assessment,
- Actions proposed to reduce unacceptably high risks,
- Review effectiveness of existing safety measures to control risks, and
- Implementation of program of selected treatments (including controls to manage unacceptably high risks).

8.3.6 Monitoring and Review

The contractor must indicate in the safety plan the monitoring and review plan to be used during the construction work.

8.3.7 Communication and Consultation

The Principal Contractor will be required to communicate and consult with internal and external stakeholders during each step of the risk assessment process. Stakeholders will include the Client or Safety Agent, the Engineer and the Contractor's employees and consultants.

8.4 Resources

8.4.1 General

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 85 of 1993 and all its Regulations and related incorporated standards with regards to the resources and facilities intended for use on the project (construction work)

3.4.2 Employees

The Principal Contractor shall provide in his Health and Safety Plan his intended Staffing Organogram for the construction work. The organogram should include all applicable legal appointments and supervisors as contemplated in the Construction Regulations 2014.

Copies of the supervisory staffs' curriculum vitae or portfolio of evidence, proof of competence and their appointment letters should be appended to the Contractor's Health and Safety Plan.

The Principal Contractor's Health and Safety Plan should in addition cover at least the following aspects:

- The number of unskilled, semi-skilled and skilled (including Foreman, Charge hands, Artisans, Operators, Drivers, Clerks, Store man and Team Leaders) employees he intends employing on the Works,
 - The health and safety training to be provided to the Contractor's employees,
-

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

- The program of the health and safety training,
- Systems for the review of the effectiveness of the training provided, and
- Systems to determine further training requirements throughout the construction period.

Pro-forma letters of appointment for the various inspectors, supervisors and issuers as contemplated in the Construction Regulations, 2014 are included in Annexure 1 to this specification for use by the Contractor. The Contractor shall ensure that he includes in his Health and Safety Plan the appointment letters for all his inspectors, supervisors and issuers appointed for the Works.

The Contractor may make other additional legal appointments that are applicable to the project.

8.4.3. Competencies

The Principal Contractor shall appoint competent person to perform duties that require competency.

8.4.4. Physical and Psychological Fitness

The Principal contractor shall ensure that all employees are in possession of a valid medical certificate of fitness to work in such an environment and issued by an occupational health practitioner in the form of Annexure 3 of the Construction regulations.

8.4.5 Subcontractors

The Contractor shall with reference to the use of subcontractors on the Works and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- The steps intended to ensure that his Subcontractors prepare, implement and maintain Health and Safety Plans,
 - How health and safety information will be made available to his Subcontractors when changes are brought about to the design,
 - How he intends determining that his Subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works,
 - How he intends determining if his Subcontractors have made provision in their tenders for the cost of health and safety measures during the construction of the Works,
 - How he intends satisfying himself on the competencies and resources of Subcontractors he intends appointing, and
 - How he intends ensuring that his Subcontractors perform risk assessments prior to commencing their respective portions of the Works.
-

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

8.5 Fall Protection Equipment

The Contractor shall with reference to Section 10: Fall Protection Equipment of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Compilation of a fall protection plan,
- How the fall protection plan will be implemented and maintained,
- How employees will be screened and declared medically fit to work in areas where fall protection equipment is needed,
- How the safeguarding of persons, plant, vehicles, equipment, and facilities on the construction site is contemplated,
- Training of staff working at heights and in the use of fall protection equipment,
- How a continuous assessment of the situation will be executed,
- How fall protection equipment will be inspected for safety, and
- How corrective actions will be implemented
- Emergency plans and procedures for treatment of incidents relating to falls from height.

8.6 Structures

The Principal Contractor is required to adhere to Section 11: Structures of the Construction Regulations 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How the uncontrolled fall of structures will be prevented
- How will maintenance of the structure be carried out

8.7 Excavation work

Principal Contractor is required to adhere to Section 13: Excavation work, of the Construction Regulations, 2014.

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

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

8.8 Cranes

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

This section of the specification shall be read in conjunction with the provisions of the Driven Machinery Regulations, 1988.

The Principal Contractor shall with reference to Section 22: Cranes, of the Construction Regulations 2014 and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How will environmental factors be considered in respect to the use of cranes,
- What systems he intends using to ensure the safety of all cranes in use,
- How he intends maintaining cranes in use,
- What tests will be performed to establish the safety of all cranes in use,
- What safety procedures and precautions are envisaged to ensure the safe operation of all cranes in use,
- How he will proof the medical fitness of the tower crane operators,
- How he will document the design, testing, maintenance and inspections of all cranes in use, and
- The Principal contractor shall proof compliance of the Driven Machinery Regulation, 1988, with reference to the lifting machinery and tackle being used.

8.9 Construction vehicles and mobile plant

The Principal Contractor shall with reference to Section 23: Construction vehicles and mobile plant of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends ensuring that construction vehicles and mobile plant are:
 - Of acceptable design and construction,
 - Maintained and in good working order,
 - Used according to design specifications, and
 - Are protected from falling into excavations, water or areas lower than the working surfaces,
- How he intends ensuring that workers are competent, authorised and physically fit to operate construction vehicles and mobile plant,
- What traffic arrangements and safety precautions will be implemented to ensure safe operation of construction vehicles and mobile plant on the Works,
- How he intends to comply with the National Road Traffic Act 1996, and
- How he intends safeguarding employees against construction vehicles and mobile plant moving on the construction site.

8.10 Electrical Installation and Machinery on construction sites

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.
Part C3: Scope of Work
Section C3.5: Health and Safety Specification

This section of the specification shall be read in conjunction with the provisions contained in the Electrical Installation Regulations, 1992.

The Principal Contractor shall with reference to Section 24: Electrical Installation and machinery on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Appointment of competence person for all temporary control and inspection of all temporary electrical installations,
- How he intends safeguarding employees against electrical cables or apparatus under, over or on site, and
- How he will ensure that electrical installations are of adequate strength to withstand working conditions on a construction site.

8.11 *Use and temporary storage of flammable liquids on construction sites*

This section of the specification shall be read in conjunction with the provisions for the use and storage of flammable goods as determined in the General Safety Regulations.

The Principal Contractor shall with reference to Section 25: Use and temporary storage of flammable liquids on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How flammable liquids will be stored to minimize the risk of fire or explosions,
- How the contractor will identify a flammable store
- What safety precautions will be employed if ventilation of the flammable store is not possible,
- How access to flammable stores will be controlled,
- How empty vessels used for the storage of flammable liquids will be disposed of,
- What quantity of flammable liquids will be stored on the construction site,
- What systems are intended to ensure the safe storage of flammable liquids, and

What retaining methods will be used to prevent the spreading of any spillage?

8.12 *Housekeeping and general safeguarding on construction sites*

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

Principal Contractors will be required to adhere to Section 27: Housekeeping and general safeguarding on construction sites, of the Construction Regulations, 2014.

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

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

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

8.13 *Stacking and storage on construction site*

This section of the specification shall be read in conjunction with the provisions for the stacking of articles contained in the General Safety Regulations.

The Contractor shall with reference to Section 28: Stacking and storage on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Who will supervise the stacking and storage of materials on site,
- What systems are intended to ensure the safe stacking and storage of materials on the site ,and
- How he will keep the storage areas neat and under control

8.14 *Fire precaution on construction sites*

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

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

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

- How the Principal Contractor will minimize the risk of fire on the site
 - How the Principal Contractor will identify potential fire hazards
 - What prohibitions the Contractor will implement to manage risk areas
-

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

- How many employees the Principal Contractor will train in firefighting as per risk assessment
- What organization the Principal Contractor envisage to combat fires on sites
- What precautions and procedures will be followed to evacuate employees in the case of a fire

8.15 Construction employees' facilities

Principal Contractors will be required to adhere to Section 30: Construction welfare facilities of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Facilities Regulations, 1990 (as amended) and SANS 10400.

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

- How will the Principal Contractor establish the amount of facilities required for employees to shower, change, eat and attend to sanitary needs

What measures will the employer take to house employees on site who lives far from their residences or for the provision of transport?

8.16 Operational Control of the Construction Site

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

8.16.1. Personnel Safety Equipment and Facilities

The Contractor shall comply with Section 2 of the General Safety Regulations and shall in particular provide all necessary personnel protective equipment for his personnel for the duration of the construction period. To this end the Contractor shall without limiting his obligations indicate in his Health and Safety Plan:

- Identify training requirements in the use and maintenance of personal protective equipment,
- The type of personnel safety equipment he will provide,
- How he intends issuing it to his employees, and

How he will maintain the personnel safety equipment issued.

8.16.2. Display of substituted notices and Signs

The following notices and signs are, where applicable, compulsory on the construction site as well as the contraction yards.

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

Area/Activity where construction sign is needed	Notice or sign required in
Display of notices and signs	General Safety Regulation 2b
Entry	General Safety Regulation 2 (c)
First Aid box	General Safety Regulation 3 (6)
Toilets and Change rooms	Facilities Regulation 2(5).4 (2) (f)
Hazardous and Chemical Storage area	General Safety Regulation 4 (8) (i) and (ii)
Machinery	General Machinery Regulation 9
Prohibition of smoking and eating or drinking at workplaces where high risk substances are stored or handled	Facilities Regulation 7

8.16.3. First Aid, Emergency Equipment and Procedures

The Principal Contractor shall comply with Section 3 of the General Safety Regulations regarding first aid, emergency equipment and procedures.

- How he intends to ensure competence of first aiders and
- What emergency equipment will be used

8.16.4. Welding, flame cutting, soldering and similar operations

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

How the contractor intends to inform employees of the Safe operations and use of equipment and hazards which may arise

8.16.5 Ladders

The Principal Contractor shall with reference to Section 13A of the General Safety Regulations and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends ensuring that ladders used are safe and constructed of materials approved for its intended use, and
- What precaution will be made to ensure the stability of ladders in use?
-

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

8.16.6. Environmental Conditions

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

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

8.16.7. Hazardous Chemical Substances

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

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

- Storage of substance
- Handling of substance
- Protective clothing and other devices to be used while handling the substance
- Medical surveillance.
- How will he ensure that employees are adequately and comprehensively informed and trained

8.17 *Implementation of Contractors' Health and Safety Plan*

8.17.1. General

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

The Principal Contractor shall indicate:

- How internal audits will be carried out,
- How audit findings will be addressed,

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

- How he would implement the corrective measures and recommendations of internal audits or inputs of employees.
- How he intends to review the safety plans,
- How he would train staff and keep training records

8.17.2 Administrative Requirements

The Principal Contractor shall comply with the administrative requirements of the Occupational Health and Safety Act and Regulations 85 of 1993 and other legal requirements. The Principal contractor's administrative system will without limiting his obligations cover the following:

- Keeping of a safety file on site,
- Maintenance of his Health and Safety plan,
- Procedures to follow for the appointment of competent persons,
- Construction work permits (where applicable)
- Procedures to follow for notifications,
- Injury on duty [IOD] administration,
- Minutes of safety meetings,
- Inspection checklists/registers,
- Safe keeping of checklists/registers, and
- Internal audits documentation.

The Principal Contractor shall ensure that at least one copy of the Occupational Health and Safety Act, 1993 and its Regulations is available on site for every 5 employees employed.

8.17.3. Incident Reporting, Investigation and Recording

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

The Principal Contractor shall report all incidents and or occurrences to the Client, investigate and keep record as contemplated by the Occupational Health and Safety Act 85 of 1993 and Regulations.

8.17.4. Training

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

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

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

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

- Identifying the training needs of the personnel he intends employing, and
- Implementing the training identified
- What proof of induction training will be carried by his employees

8.17.4.1. General induction Training

- All members of the contractor's management as well as all the people appointed as responsible for Occupational Health and Safety in terms of the OHS Act, Construction Regulations and other Regulations are required to attend a general safety Induction
- All employees of the principal contractor and other contractors must be in possession of proof of 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 start work on site.
- All visitors must undergo an induction training on arrival to site

8.17.4.2. Site Specific Induction Training

The principal contractor will be required to prepare the Task based Induction training based on the risk assessment for the contract work and train all employees who will be involved in the selected task. All employees must have a proof of such training and copies in the Safety File

8.17.4.3. Other Training

1. All operators, drivers and users of construction vehicles and mobile plants must be in possession of a valid proof of training and where applicable licenses and proof of competency
2. All employees in jobs requiring competence in terms of the OHS Act and Regulations must be in possession of valid proof of training.

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

8.17.4.4. Awareness and Promotion

The Principal Contractor is required to have a promotion and awareness program in place to create an Occupational Health and Safety culture within employees as well as subcontractors. The following are some of the methods that may be used:

- Toolbox Talks
- Posters
- Videos
- Competitions
- Participative activities such As Occupational Health and Safety Circles

8.18 *Safety Meetings*

The Principal Contractor shall conduct at least one formal safety meeting per month with his employees to ensure safety awareness and shall maintain appropriate records of attendance and meeting content. Such records shall be included in the safety file. The meetings shall address at least the following:

- Accident / safety incidents
- Hazardous conditions
- Hazardous materials / substances
- Job or work projections
- Safe Work procedures
- Protective clothing / equipment
- Housekeeping
- Inspections
- General safety topics

8.19 *Occupational Health and Safety Committees*

The principal contractor must establish Occupational Health and Safety committees consisting of all designated Occupational Health and Safety Representatives together with a number of management Representatives that are not allowed to exceed the number of Safety Reps on the committee. The members of the Safety Committee must be appointed in writing and the appointment letters must be in the Safety File.

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

The Safety Committee must meet but at least once per three month and consider at least the following agenda items:

- Opening and Welcome
- Members present, apologies and absent
- Minutes of previous meeting
- Matters arising from the previous meeting
- Safety Representatives inspection reports
- Incident and/or accident investigation reports
- Incident, accident and /or injury statistics
- Audit feedback
- Medical surveillance
- Endorsement of legal OHS registers and other statutory documents by a duly authorized representative of the principal contractor
- General
- Close and next meeting

8.20 *Inspections and Monitoring*

The Principal Contractor shall be required to inspect each workplace prior to works commencing to ensure that minimum control measures and protective equipment are in place and that by entering the workplace no person will be exposed to any hazard which could affect his health or safety.

(including amongst others mask wearing at all times by everyone on site, washing hands regularly/ applying a hand sanitizer and observing social distancing to reduce the spread of Covid-19).

The Principal Contractor shall without limiting his obligations, indicate the following in his Health and Safety Plan:

- The inspection and monitoring procedures he intends employing to determine the safety of workplaces, and
- Who will be responsible for the checking of each workplace at the commencement of each shift?

The Principal Contractor shall include in his Health and safety Plan all the checklists he intends using during the inspection and monitoring of the implementation of his Health and Safety Plan.

The Principal Contractor can expect inspections of the works by any of the following parties:

- The Client or Safety Agent,

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

- Department of Labour Inspector or any authorized person appointed by the Minister as Chief Inspector or his representative.

The Client, Safety Agent or his representative will stop the work at any time under the following conditions:

- If the Contractor is not compliant with his Health and Safety Plan
- Imminent threat to the health and safety of any person on site
- Continuous non-conformance to corrective action requests.
- In the occurrence of section 24 incident

8.21 Auditing

8.21.1. Internal Audits

The Principal Contractor shall conduct periodic site audits as contemplated in section 7. (1.c.vii) of the Construction Regulations 2014

The Principal Contractor will ensure that the same arrangement detailed above be implemented with his Sub Contractors to ensure his compliance with the Construction Regulations.

8.21.2. Audits by Client or Safety Agent

The Client or Safety Agent will carry out period audits or follow-up audits, as the case may be, at any time during the construction period provided that:

- i) The audit or follow-up audit are carried out during ordinary working hours, and
- ii) The Client or Safety Agent gives the Contractor at least 48 hours' notice of his intention to carry out such audits.

The audit described above only constitutes part compliance by the Client or the Safety Agent with section 5. (1)(o) of the Construction Regulations, 2014.

The Principal Contractor's employees as indicated in the OHS organogram and the Client's project manager will be present during any audit carried out by the Employer or his Safety Agent.

NB: The office space of the Principal contractor utilized for the project duration will be audited in line with the requirements of the Occupational Health and Safety Act 85 of 1993 and Regulations.

9. ANNEXURE

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

9.1 LEGAL APPOINTMENTS

See principal contractor safety file for all legal appointments.

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for
a
period of **18 months**.
Part C3: Scope of Work
Section C3.5: Health and Safety Specification

9.2 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.

RISK RATING AND ABBREVIATIONS:

Risk Rating	Abbreviations
15-25 EXTREME	O= OCCUPATIONAL
8 - 14 HIGH	H = HEALTH
4 – 7 MEDIUM	S=SAFETY
1 - 3 LOW	

RISKS CONSEQUENCES AND PROBABILITY:

RISKS		CONSE- QUENCES	PROBABILITY				
			Almost Certain	Likely	Possible	Unlikely	Almost Impossible
			5	4	3	2	1
OHS	Multiple fatalities, or significant irreversible effects to >50 persons Serious, long term environmental impairment of ecosystem function Very serious impact on quality of product/service. Definite loss of customer or discontinuation of contract with service provider	5	25	20	15	10	5
OHS	Single fatality and/or severe irreversible disability to one or more persons Serious medium term environmental effects Serious impact on quality of product / Probable loss of customer or discontinuation of contract with service provider	4	20	16	12	8	4

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for
a
period of **18 months**.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

OHS	Moderate irreversible disability or impairment (<30%) to one or more persons. Moderate, short-term effects but not affecting ecosystem function Moderate impact on quality of product / Possible loss of customer or discontinuation of contract with service provider	3	15	12	9	6	3
OHS	Objective but reversible disability requiring hospitalization Minor effects on biological or physical environment Minor impact on quality of product / Minor impact on relationship with customer or service provider	2	10	8	6	4	2
OHS	No medical treatment required. Limited damage to minimal area of low significance Limited impact on quality of product / Minimal impact on relationship with customer or service provider	1	5	4	3	2	1

Contract: GPM 01 2023/24 The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for
a
period of 18 months.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of 18 months.

Part C3: Scope of Work

Section C3.9: Health and Safety Specification

9.3 MANDATORY AGREEMENT (SECTION 37.2)

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 BETWEEN
THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY
(Hereinafter referred to as the "CLIENT")
AND

.....

Herein represented by in
his/her capacity as duly
authorised by virtue of a resolution dated
Attached hereto as Annexure A of the said
(Hereinafter referred to as the "CONTRACTOR").

WHEREAS the CONTRACTOR is the mandatory of the CLIENT 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 CLIENT.

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:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with: Provided that should the CLIENT 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.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations and the CONTRACTOR expressly absolves the CLIENT from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures as the case may be.
4. The CONTRACTOR agrees that any duly authorised officials of the CLIENT shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with this undertaking as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the CLIENT any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge as the case may be.

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of 18 months.

Part C3: Scope of Work

Section C3.9: Health and Safety Specification

Thus signed at PRETORIA for and on behalf of the CLIENT on this the.....day of..... 20

AS WITNESSES:

1.

2.

.....
SIGNATURE

.....
NAME AND SURNAME

.....
CAPACITY

Thus signed at PRETORIA for and on behalf of the CONTRACTOR on this the

..... day of 20

AS WITNESSES:

1.

2.

.....
SIGNATURE

.....
NAME AND SURNAME

.....
CAPACITY

9.4 ACKNOWLEDGEMENT OF RECEIPT OHS SPECIFICATION

Acknowledgement of receipt of OHS Specification:

Name of Designer/Contractor

.....

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of 18 months.

Part C3: Scope of Work

Section C3.9: Health and Safety Specification

I, the undersigned, hereby acknowledge that I have obtained copies of OHS Specification and confirm full compliance to the conclusion of project or construction work.

Signed aton this Day of.....20.....

Signature of Designer /Contractor Manager

Date

Signature of Contractor Supervisor

Date

Witness 1

Witness 2

CITY OF TSHWANE
GROUP PROPERTY

CONTRACT NO: GPM 01 2023/24

TENDER FOR THE APPOINTMENT OF A CONSTRUCTION CONTRACTOR FOR THE TENANT
INSTALLATION/FIT-OUT OF MIDTOWN BUILDING FOR A PERIOD OF 18 MONTHS.

PART C4 SITE INFORMATION

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of 18 months

Part C4: Site Information

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of 18 months

Part C4: Site Information

CITY OF TSHWANE
GROUP PROPERTY

CONTRACT NO: **GPM 01 2023/24**

TENDER FOR THE APPOINTMENT OF A CONSTRUCTION CONTRACTOR FOR THE TENANT
INSTALLATION/FIT-OUT OF MIDTOWN BUILDING FOR A PERIOD OF 18 MONTHS.

C4.1 LOCALITY PLAN

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant
installation/fit-out of Midtown Building for a period of 18 months

Part C4: Site Information

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant
installation/fit-out of Midtown Building for a period of 18 months
Part C4: Site Information

Site Description and Locality

Township **PRETORIA**, Erf **REMAINDER OF 247**

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of 18 months
Part C4: Site Information



PROPERTY INFORMATION
Address

356 Madiba Street, Pretoria Central, Pretoria, 0001

Contract: **GPM 01 2023/24** The appointment of a Construction Contractor for the tenant installation/fit-out of Midtown Building for a period of 18 months

Part C4: Site Information

Erf Number	Remainder of Erf 247 in Pretoria		
Erf Size	0.21 Ha		
Region	City of Tshwane – Region 3		
Zoning	Business 1		
Usage	Office Block		
Coordinates	Latitude	-25.74408	
Longitude	28.19555		
BUILDING DETAILS			
Number of Buildings / Structures		1 + Basement (estimated)	
Cumulative Building Area		16148 m² (approximate)	
Building Complexity (SACAP Idow)		High	
Class of Occupancy (SANS 10400)		G1	



©
Copyright
City of Tshwane

In compliance with
THE CIDB
standards for
uniformity