



CITY OF
TSHWANE
IGNITING EXCELLENCE

TENDER REFERENCE: ROC 10 2025/26

TENDER FOR THE MAINTENANCE OF BALUSTRADES, BARRIERS, RETAINING WALLS, BOLLARDS AND STEEL STRUCTURES AS WELL AS UPDATING THE INVENTORY ON THE STREET FURNITURE MANAGEMENT SYSTEM AS AND WHEN REQUIRED ON TENDERED RATES AND SUBJECT TO AVAILABLE BUDGET OVER A 3-YEAR TERM

VOLUME 1

A Tender for category 4CE or higher CIDB registered contractors

ISSUED BY:	PREPARED BY:
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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) :	

ONLY BIDDERS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD) AND WITH A CSD NUMBER WILL BE CONSIDERED FOR THIS TENDER, AS THIS IS A REQUIREMENT FROM THE NATIONAL TREASURY. "NOTE: BIDDERS ARE REQUIRED TO SUBMIT ELECTRONIC COPIES OF THE BID BY MEMORY STICK/USB.

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PORTION 1: TENDER

PART T1: TENDER PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

**ROC 10 2025/26
CITY OF TSHWANE
REGIONAL OPERATIONS AND COORDINATION**



TENDER FOR THE MAINTENANCE OF BALUSTRADES, BARRIERS, RETAINING WALLS, BOLLARDS AND STEEL STRUCTURES AS WELL AS UPDATING THE INVENTORY ON THE STREET FURNITURE MANAGEMENT SYSTEM AS AND WHEN REQUIRED ON TENDERED RATES AND AVAILABLE BUDGET: 3-YEAR PERIOD

Tenders are hereby invited for the above services.

Tenderers must have a Construction Industry Development Board (CIDB) contractor grading designation of **4CE** or higher.

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

The system comprises of the following elements:

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

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

A **COMPULSORY CLARIFICATION MEETING** with a representative of the Employer will take place in Tshwane Leadership and Management Academy Auditorium, 11 Staatsartillerie Road, Pretoria West **on Thursday, 07 May 2026 at 10h00.**

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 19 May 2026**. Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to the Divisional Head, SUPPLY CHAIN MANAGEMENT, PRETORIA, 0001 and must be submitted in the tender box situated at **Tshwane House, 320 Madiba Street, Pretoria, 0002**. Tenders will be opened at the latter address at the time indicated.

TECHNICAL ENQUIRIES:

Employer's Agent: Mr Steven Macheve
Tel (Office): 012-358 9247
E-Mail: stevenma@tshwane.gov.za

SUPPLY CHAIN ENQUIRIES:

Employer's Agent: Relebogile Malatswane
Tel (Office): 012-358 2735
E-Mail: RelebogileM@tshwane.gov.za

Mr Johann Mettler
CITY MANAGER

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure C of Standard for Uniformity in Engineering and Construction Works Contracts (Board Notice 423 Government Gazette No 42622 of 8 August 2019)**, bound into Section T1.3.

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

CLAUSE NUMBER	TENDER DATA
C.1.1 Actions	The Employer is City Of Tshwane Metropolitan Municipality
C.1.2 Tender Documents	<p><u>Volume 1: Tender Document</u></p> <p>THE TENDER</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 – Tender notice and invitation to tender</p> <p>T1.2 – Tender data</p> <p>T1.3 – Standard Conditions of Tender</p> <p>Part T2: Returnable documents</p> <p>T2.1 – List of returnable documents</p> <p>T2.2 – Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 – Form of offer and acceptance</p> <p>C1.2 – Contract data</p> <p>C1.3 – Form of guarantee</p> <p>C1.4 – Guarantee</p> <p>C1.5 – Health and safety agreement</p> <p>C1.6 – Adjudicators contract</p> <p>Part C2: Pricing data</p> <p>C2.1 Pricing assumptions</p> <p>C2.2 Pricing schedule</p> <p>Part C3: Scope of work</p> <p>C3 – Scope of work</p> <p>Part C4: Site information</p> <p>C4 – Site information</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 and Employer's Agent	<p>Agent: Mr Steven Macheve</p> <p>Address: P.O. Box 1409 Pretoria, 0001</p> <p>Tel: 012-358 9247</p> <p>E-Mail: stevenma@tshwane.gov.za</p>
C.2.1 Eligibility	The City Reserves the right to verify the submitted document, should the tender submit false documents this will result in an immediate disqualification. Non submission of the below will result into an immediate disqualification.

CLAUSE NUMBER	TENDER DATA
	<p>1. Only those Tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE of construction work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> a. Every member of a joint venture is registered with the CIDB within 10 days from the closing date of tenders; b. The lead partner has a contractor grading designation in the 3CE Class of construction work; and c. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation determined in accordance with the sum tendered for a 4CE Class of construction work, are eligible to submit tenders. <p>2. Company experience Proof of completed road construction works</p> <ul style="list-style-type: none"> • Three successful completed projects, of which one main project must not be less than R 900,000.00 of the contract amount (Corresponding Letters of appointment and completion certificates on letterheads from employers must be attached to the tender document as proof). <p>3. Key staff</p> <ul style="list-style-type: none"> • Construction Manager • Site Supervisor • Safety Officer <p>Curriculum Vitae must include balustrades, barriers, retaining walls, bollards and steel structures maintenance experience, level of education and training, and positions held for each of the key staff including certified copies of the qualifications.</p> <ul style="list-style-type: none"> • The Construction Manager must have at least a National Diploma in Civil Engineering (NQF Level 6), with minimum (2) year working experience. • The Site Supervisor must have at least a National Certificate (NQF Level 5) all recognized by South African Qualifications Authority (SAQA), with minimum (2) year working experience. • The Safety Officer must have the relevant Health and Safety qualification and be registered with South African Council for the Project and Construction Management Professions (SACPCMP), with minimum (2) year working experience post registration. <p>4. Bank Rating Proof of minimum Level C Bank rating at R 200, 000.00 from the bidder's banking institution must be provided with the tender.</p>
C.2.2	<p>Cost of Tendering</p> <p>The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.</p>
C.2.5	<p><i>Reference Documents</i></p> <p>Add the following:</p>

CLAUSE NUMBER	TENDER DATA
	<p>Unless specified otherwise in this document, the following standards and conditions of contract will be applicable under this Contract:</p> <ul style="list-style-type: none"> The document “Standard Specifications for Municipal Civil Engineering Works, Third Edition, 2005” issued by the Divisional Head: Roads and Stormwater of the City of Tshwane. <p>The drawings “Roads and transport department: Standard construction details and design standards for roads and stormwater drainage infrastructure, (latest available)” issued by the Divisional Head: Roads and Stormwater of the City of Tshwane.</p> <p>This document is obtainable free of charge on the website www.tshwane.gov.za.</p> <ul style="list-style-type: none"> The latest print version as current at 30 days before close of tenders of the document “General Conditions of Contract for Construction Works 3rd Edition, 2015” including corrections thereto as current at 30 days before close of tenders, as published by the <i>South African Institution of Civil Engineering</i>. <p>The document may be purchased in hard copy from the <i>South African Institution of Civil Engineering</i> or may be purchased online as an electronic reference document in PDF format by following the relevant links on www.saice.org.za. The corrections may be downloaded from the SAICE website www.saice.org.za.</p> <p>This document is obtainable free of charge on the website www.sartsma.co.za.</p>
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 be made available in the City of Tshwane website(www.tshwane.gov.za).</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>
C.2.9 Insurance	<p>Add the following to the clause</p> <p><i>Accept that the submission of a tender shall be construed as an acknowledgement by the tenderer that he is satisfied with, where applicable, the insurance cover the employer will affect under the contract.</i></p>
C.2.12 Alternative tender offers	<p>Alternative tender offers will not be considered.</p>
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.2.13.2	<p>Replace the contents of the clause with the following:</p>

CLAUSE NUMBER	TENDER DATA
C.2.13.3	<p><i>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</i></p> <p><i>All volumes are to be left intact in original format and no pages shall be removed or re-arranged</i></p> <p>Parts of each tender offer communicated on paper shall be submitted as an original, plus a scanned copy in PDF format on a Universal Serial Bus (USB) flash drive.</p> <p>In addition to the hard copy submission, each tenderer is required to submit a soft copy of the <u>fully completed and signed</u> tender submission document. This is to be on a USB Flash Drive attached to the original tender submission documents, adequately identifiable as belonging to the tenderer, in a PDF format scanned at 400 DPI, and in full colour.</p>
C.2.13.4	<p>Add the following to the clause</p> <p><i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i></p> <p><i>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</i></p> <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: ROC 10 2025/26</p> <p>Tender Description: TENDER FOR THE MAINTENANCE OF BALUSTRADES, BARRIERS, RETAINING WALLS, BOLLARDS AND STEEL STRUCTURES AS WELL AS UPDATING THE INVENTORY ON THE STREET FURNITURE MANAGEMENT SYSTEM AS AND</p>

CLAUSE NUMBER	TENDER DATA
	<p style="text-align: center;">WHEN REQUIRED ON TENDERED RATES AND AVAILABLE BUDGET: 3-YEAR PERIOD</p> <p>Closing Time: 10:00</p> <p>Closing Date: 19 May 2026</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>TSHWANE HOUSE (TENDER BOX AT THE ENTRANCE) 320 Madiba Street PRETORIA CBD 0002</p> <p>Please ensure that all required compliance documents are included upon submission as no additional documents will be requested from bidders after closing.</p>
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed offers will not be accepted
C.2.13.10	<p>Add 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 <i>Information and data to be completed in all respects</i>	<p>Add 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 T2.2 : Returnable Schedules Section C1.1 : Form of Offer and Acceptance Section C1.2 : Contract Data (Part 2) Section C2.2 : Pricing Schedule</p> <p><i>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</i></p> <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>

CLAUSE NUMBER	TENDER DATA
	<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> <p><i>Accept that the Employer is restricted in accordance with clause 5 (1) of the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.</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. City of Tshwane shall have right and power to extend any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.</p> <p>Add the following new clause</p> <p><i>If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</i></p> <p>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.2.19 Inspections, tests and analysis	<p>Add the following at the end of the clause:</p> <p><i>.... or upon written request.</i></p>
C2.20 Submit securities, bonds, policies, etc	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the performance bond to the format included in Section C1.3 of Part C1 Agreements and Contract Data of this document.
C2.23 Certificates	Refer to Part T2 of this procurement document for a list of the documents that are to be returned with the tender.
C2.24 Conditions Associated with the	<p>Add the following new clause</p> <p><i>The Tenderer, undertakes to:</i></p>

CLAUSE NUMBER	TENDER DATA
<p><i>Granting of Preferences</i></p>	<p>a) <i>engage one or more Targeted Enterprises / Targeted Labour in accordance with the provisions of the SANS 1914 as varied in the Procurement Section of the Scope of Works;</i></p> <p>b) <i>deliver to the Employer, within 5 working days of being requested in writing to do so, a Targeted Enterprise Declaration Affidavit in respect of all Targeted Enterprises engaged at prime contract level to satisfy Contract Participation Goal requirements;</i></p> <p>c) <i>accept the sanctions set out in the Scope of Works should such conditions be breached.</i></p>
<p>C2.25 <i>Canvassing and obtaining of additional information by tenderers</i></p>	<p>Add the following new clause</p> <p><i>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer’s officials or the Employer’s agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</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>
<p>C2.26 <i>Prohibitions on awards to persons in service of the state</i></p>	<p>Add the following new clause</p> <p><i>The Employer is prohibited to award a tender to a person -</i></p> <p>a) <i>who is in the service of the state; or</i></p> <p>b) <i>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i></p> <p>c) <i>a person who is an advisor or consultant contracted with the municipality or municipal entity.</i></p> <p><i>In the service of the state means to be -</i></p> <p>a) <i>a member of: -</i></p> <ul style="list-style-type: none"> <i>• any municipal council;</i> <i>• any provincial legislature; or</i> <i>• the National Assembly or the National Council of Provinces;</i> <p>b) <i>a member of the board of directors of any municipal entity;</i></p> <p>c) <i>an official of any municipality or municipal entity;</i></p> <p>d) <i>an employee of any national or provincial department;</i></p> <p>e) <i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i></p> <p>f) <i>a member of the accounting authority of any national or provincial public entity; or</i></p> <p>g) <i>an employee of Parliament or a provincial legislature.</i></p> <p><i>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.</i></p>
<p>C2.27 <i>Awards to close family members of persons in the service of the state</i></p>	<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> <p>a) <i>the name of that person;</i></p> <p>b) <i>the capacity in which that person is in the service of the state; and</i></p> <p>c) <i>the amount of the award.</i></p> <p><i>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.</i></p>

CLAUSE NUMBER	TENDER DATA
C2.28 Vendor registration	<p>Add the following new clause</p> <p><i>The contractor will required registering 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 http://www.tshwane.gov.za/procurement.cfm</i></p> <p><i>All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.</i></p>
C2.29 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, 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><i>In the case of a Joint Venture/Consortium the tax clearance certificate must be for the Joint Venture/Consortium and individual tax clearance certificates for the members of the Joint Venture/Consortium are not acceptable.</i></p>
C.3.1 Respond to requests from the tenderer	
C.3.1.1	The employer will respond to requests for clarification up to 7 (seven) working days before the tender closing time.
C.3.4 Opening of tender submissions	Tenders will be opened immediately after the closing time for tenders
C.3.11 Evaluation of the tender offers	All tenderers who submitted responsive tenders will be evaluated
C.3.11.1 General	In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in C.3.11.2, C.3.11.3 and C3.11.4 below supported by proof/ documentation stated in the conditions of this tender.
C.3.11.2 Method of Evaluation	<p>The following stages of evaluation will be applicable for this tender</p> <p>Stage 1: Administrative Compliance</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"> • Tax compliance status PIN. or • Central Supplier Database (CSD) 		Tax status must be compliant before the award.
	b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid.
	c) Confirmation that the bidding company’s municipal service charges, rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area		Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for the bidding company? The name and / or addresses of the bidder’s statement correspond with CIPC document, Address on CSD or Company profile? Are municipal service charges, rates and taxes up to date (i.e. not in arrears for more than 90 days?
	d) In addition to the above, confirmation that all the bidding company’s owners / members / directors / major shareholders municipal service charges, rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears		Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for the company’s owners / members / directors / major shareholders? Are municipal service charges, rates and taxes up to date (i.e. not in arrears for more than 90 days?

CLAUSE NUMBER	TENDER DATA		
	<p>for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area</p>		
	<p>e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.</p> <p>NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4.</u> <u>Failure to declare interest will result in a disqualification</u></p>		<p>All documents fully completed (i.e. no blank spaces), All documents fully signed by (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required, Documents completed in black ink (i.e. no “Tippex” corrections, no pencil, no other colour ink, or non-submission of the MBD forms, will not be considered)</p>
	<p>f) Audited Financial Statements for the most recent three (3) years or Audited Financial Statements from date of existence for companies less than three years old.</p> <p>NB: The bidder must submit signed audited annual financial statements for the most recent</p>		<p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <p>Are Audited financial statements provided (Audited financials must be signed by auditor) Or</p>

CLAUSE NUMBER	TENDER DATA		
	<p>three years, or if established for a shorter period, submit audited annual financial statements from date of establishment. If the bidder is exempted or not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof from an "independent accounting professional as defined in regulation 26 of Companies Regulation, 2011, stating that the bidder is exempt or not required by law to prepare audited financial statements.</p>		<p>proof from an "independent accounting professional as defined in regulation 26 of Companies Regulation, 2011, stating that the bidder is not required by law to prepare audited financial statements.</p>
	<p>g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties. 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</p>		<p>Incomplete pricing schedule results in totals being incomparable.</p>

CLAUSE NUMBER	TENDER DATA																										
	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.			Bidder must be disqualified. Bidder will be disqualified should they make corrections on the price schedule without attaching a signature or initialising thereto. Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.																							
	<p>Stage 2: Mandatory Requirements As stated in clause C.2.1 above</p> <p>Stage 3: Functionality Criteria Bids that do not achieve a minimum score of 70 points (out of 100) for functionality will not be evaluated further and will not be considered further.</p>																										
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CLAUSE NUMBER	TENDER DATA				
		and completion certificates with at least one main project not less than R900 000.00			
	The Construction Manager must have at least a National Diploma in Civil Engineering (NQF Level 6), with a minimum of (2) year working experience. (Curriculum Vitae’s must include balustrades, barriers, retaining walls, bollards and steel structures maintenance experience, level of education and training, and positions held for each of the key staff including certified copies of the qualifications.)	5 years and above	3	5	15
		3-4 years	2		
		1-2 years	1		
	The Site Supervisor must have at least a National Certificate (NQF Level 5) all recognized by South African Qualifications Authority (SAQA) with a minimum of (2) year working experience. (Curriculum Vitae’s must include balustrades, barriers, retaining walls, bollards and steel structures maintenance experience, level of education and training, and positions held for each of the key staff including certified copies of the qualifications.)	5 years and above	3	5	15
		3-4 years	2		
		1-2 years	1		
	The Safety Officer must have the relevant Health and Safety qualification and be registered with South African Council for the Project and Construction Management Professions (SACPCMP) with a minimum of 2 years’ experience post registration. (Curriculum Vitae’s must include balustrades, barriers, retaining walls, bollards and steel structures maintenance experience, level of education and training, and positions held for each of the key staff including certified copies of the qualifications.)	5 years and above	3	5	15
		3-4 years	2		
		1-2 years	1		
	Proof of minimum Level C Bank rating at R 200, 000.00 from the bidder’s banking institution must be provided with the tender	Level A bank rating at R 200000	3	5	15
		Level B bank rating at R 200000	2		
		Level C bank rating at R 200000	1		
	Total				100
	Stage 4: Preference Points System Price				

CLAUSE NUMBER	TENDER DATA						
	<p>The preferential point system used will be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.</p> <ul style="list-style-type: none"> 80 points for price 20 points for Specific goals (see table 1 in C3.11.3 below) 						
<p>C.3.11.3 80/20 Preference Point System</p>	<p>Add the following new clause:</p> <p><i>The 80/20 preference points system for acquisition of services, works or goods with a Rand value equal to or below R 50 million.</i></p> <p><i>The following formula must be used to calculate the points for price in respect of tenders with a Rand value below R50 000 000 (all applicable taxes included):</i></p> $Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$ <p><i>Where</i></p> <p><i>Ps = Points scored for price of tender under consideration;</i></p> <p><i>Pt = Price of tender under consideration; and</i></p> <p><i>Pmin = Price of lowest acceptable tender.</i></p> <ul style="list-style-type: none"> A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points. <p>20 points for Specific goals (service provider to submit the certified copy of the specific goals). Refer to Table 1 below:</p> <table border="1" data-bbox="496 1653 1366 2056"> <thead> <tr> <th data-bbox="496 1653 815 1787">Specific goals</th> <th data-bbox="815 1653 1034 1787">80/20 preference point system</th> <th data-bbox="1034 1653 1366 1787">Proof of specific goals to be submitted</th> </tr> </thead> <tbody> <tr> <td data-bbox="496 1787 815 2056"> BB-BEE score of companies <ul style="list-style-type: none"> Level 1 Level 2 Level 3 Level 4 Level 5 </td> <td data-bbox="815 1787 1034 2056"> <ul style="list-style-type: none"> 8 Points 7 Points 6 Points 5 Points 4 Points 3 Points </td> <td data-bbox="1034 1787 1366 2056"> Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate. </td> </tr> </tbody> </table>	Specific goals	80/20 preference point system	Proof of specific goals to be submitted	BB-BEE score of companies <ul style="list-style-type: none"> Level 1 Level 2 Level 3 Level 4 Level 5 	<ul style="list-style-type: none"> 8 Points 7 Points 6 Points 5 Points 4 Points 3 Points 	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.
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CLAUSE NUMBER	TENDER DATA		
	<ul style="list-style-type: none"> • Level 6 • Level 7 • Level 8 • Non-compliant 	<ul style="list-style-type: none"> • 2 Points • 1 Point • 0 Points 	
	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.
	<p><i>Table 1</i></p> <p>If there is uncertainty regarding the estimated price and which preference point system will be applicable, then the tender documents should state that either 80/20 or the 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.</p>		
C.3.11.5 Scoring financial offers	<p>Add the following New Clause:</p> <p><i>Score the financial offers of remaining responsive tender offers using the following formula:</i></p>		

CLAUSE NUMBER	TENDER DATA																
	$N_{FO} = W_1 \times A$ <p>Where N_{FO} is the number of tender evaluation points awarded for the financial offer. W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data. A is a number calculated using the formula and option described in Table F.1 as stated in the tender data.</p> <p>Table C.1: Formulae for calculating the value of A</p> <table border="1"> <thead> <tr> <th style="text-align: center;">Formula</th> <th style="text-align: center;">Comparison aimed at achieving</th> <th style="text-align: center;">Option 1^a</th> <th style="text-align: center;">Option 2^a</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Highest price or discount</td> <td style="text-align: center;">$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$</td> <td style="text-align: center;">$A = P / P_m$</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">Lowest price or percentage commission / fee</td> <td style="text-align: center;">$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$</td> <td style="text-align: center;">$A = P_m / P$</td> </tr> <tr> <td style="text-align: center;">^a</td> <td colspan="3"> P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration. </td> </tr> </tbody> </table>	Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$	^a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.		
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^a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.																
C.3.13 Acceptance of Tender Offer	<p>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 C.2.1 b.) 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 submits a letter of intent from an approved insurer undertaking to provide to provide the Performance Bond to the format included in Section C1.3 of this procurement document; d.) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. e.) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; f.) 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; g.) 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. h.) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; i.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; 																

CLAUSE NUMBER	TENDER DATA
	j.) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
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

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C.1 General

C.1.1 Actions

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

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

Note:

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process;

- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and Employer's agent

Each communication between the Employer and a tenderer shall be to or from the Employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the Employer's agent are stated in the tender data.

C.1.5 Cancellation and re-invitation of tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the Employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

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 BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers

- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

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

C.3.12 Insurance provided by the Employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

PART T2: RETURNABLE DOCUMENTS

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T2.1 LIST OF RETURNABLE DOCUMENTS

RD. A MANDATORY RETURNABLE DOCUMENTS

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

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Form of offer and acceptance	Section C1.1	
Compulsory Enterprise Questionnaire	Form RD.A.1	
MBD 4: Declaration of interest in tender of persons in service of state	Form RD.A.2	
MBD 8: Declaration of tenderer’s past supply chain management practises	Form RD.A.3	
MBD 9: Certificate of independent tender determination	Form RD.A.4	
Certificate of authority of signatory	Form RD.A.5	
Certificate of authority of signatory for joint ventures and consortia	Form RD.A.6	

RD. B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

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

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

RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: *Failure to submit 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)
Proof of registration on CSD with National Treasury	RD.C.1	
MBD 5: Declaration for procurement above R10 million (all applicable taxes included)	RD.C.2	
Proof of registration with the CIDB	RD.C.3	
Compliance with OHS Act (Act 85 of 1993)	RD.C.4	
Record of services provided to organs of state	RD.C.5	
Schedule of plant and equipment	RD.C.6	
Status of concern submitting tender	RD.C.8	
Classification of business	RD.C.9	
Letter of intent to provide a performance bond	RD.C.10	
Valid tax clearance certificate		
Proof of municipal rates and taxes		

RD.D MANDATORY REQUIREMENTS

Note: *Failure to submit any of the mandatory required documents will result in automatic disqualification*

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 bank rating)	RD.D.1	

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

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

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

T2.2 RETURNABLE SCHEDULES

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FORM RD.A.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of Enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD number:

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

Name*	Identity Number*	Personal Income Tax Number*

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

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

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

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

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

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

Signed:		Date:	
Name:		Position	

Enterprise Name:

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

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full name of bidder or his/her representative:

 - 3.2 Identity Number:

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

 - 3.4 Company Registration Number:

 - 3.5 Tax Reference Number:

 - 3.6 VAT Registration Number:

 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.



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.

3.8 Are you presently in the service of the state?

YES	NO
-----	----

If yes, furnish particulars _____

3.9 Have you been in the service of the state for the past twelve months?

YES	NO
-----	----

If yes, furnish particulars _____

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

If yes, furnish particulars _____

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

If yes, furnish particulars _____

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO
-----	----

If yes, furnish particulars _____

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO
-----	----

If yes, furnish particulars _____

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

YES	NO
-----	----

If yes, furnish particulars _____

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

1. This municipal tender document must form part of all tenders invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The tender of any tenderer may be rejected if that tenderer, or any of it’s directors have:
 - a. abused the municipality’s/municipal entity’s supply management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender:

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

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

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

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

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION



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

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

I, the undersigned, in submitting the accompanying tender:

ROC 10 2025/26: Tender for maintenance of balustrades, barriers, retaining walls, bollards, and steel structures as well as updating the inventory on the street furniture management system as and when required on the tendered rates and available budget: 3 years period.

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 consortium³⁵ 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:



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

- a. Prices;
 - b. Geographical area where product of services will be rendered (market allocation);
 - c. Methods, factors of formulas used to calculate prices;
 - d. The intention or decision to submit or not to submit, a tender;
 - e. The submission of a tender which does not meet the specifications and conditions of the tender; or
 - f. Tendering with the intention not to win the tender.
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.

<p>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.</p> <p>I accept that the state may act against me should this declaration prove to be false.</p> <p><u>Person authorized to sign the tender:</u></p> <p>Full name (in BLOCK letters): _____</p> <p>Signature: _____</p> <p>Date: _____</p>

FORM RD.A.5 CERTIFICATE OF AUTHORITY OF SIGNATORY

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

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

Held at: _____ (place)

On: _____ (date)

RESOLVED that:

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

Tender Number:	ROC 10 2025/26
Tender Description:	TENDER FOR MAINTENANCE OF BALUSTRADES, BARRIERS, RETAINING WALLS, BOLLARDS, AND STEEL STRUCTURES AS WELL AS UPDATING THE INVENTORY ON THE STREET FURNITURE MANAGEMENT SYSTEM AS AND WHEN REQUIRED ON THE TENDERED RATES AND AVAILABLE BUDGET: 3 YEARS PERIOD

- *Mr/Ms: _____
 in *his/her capacity as _____

and who will sign as follow:

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

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

NAME	CAPACITY	SIGNATURE

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

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

*Joint venture/consortium name: _____

We, the undersigned, are submitting this tender in a *joint venture/consortium and hereby authorise *Mr/Ms _____ authorised signatory of the enterprise _____ acting in the capacity of lead partner

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

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

Note:

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

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

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

NOTE:

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

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

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).

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

1.5 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 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must

be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 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 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 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 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 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

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

Gauteng Participants	2 Points	
National participants	1 Points	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

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 authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

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

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

<p>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.</p> <p>I accept that the state may act against me should this declaration prove to be false.</p> <p><u>Person authorized to sign the tender:</u></p> <p style="margin-left: 40px;">Full name (in BLOCK letters): _____</p> <p style="margin-left: 180px;">Signature: _____</p> <p style="margin-left: 180px;">Date: _____</p>
--

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

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

	Promotion of At least 51% owned companies by People with disability
No Response (score 0)	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
Good (score 2)	Medical Certificate with doctor’s details (Practice Number, Physical Address and contact numbers and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership

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

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.	
I accept that the state may act against me should this declaration prove to be false.	
<u>Person authorized to sign the tender:</u>	
Full name (in BLOCK letters): _____	
Signature: _____	
Date: _____	

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

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

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

1. The tenderer is required by law to prepare annual financial statements for auditing their audited annual financial statements:

- i) for the past three years; or
- ii) Since the establishment if established during the past three years.

Indicate whether these have been included in the tender:

YES	NO
-----	----

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

YES	NO
-----	----

If so, state particulars _____

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

YES	NO
-----	----

If so, state particulars _____

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

YES	NO
-----	----

If so, state particulars _____

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

YES	NO
-----	----

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

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

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

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

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

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

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

(Tick applicable box)

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

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct. I accept that the state may act against me should this declaration prove to be false.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

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

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

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

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

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

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

(Attach additional pages if more space is required.)

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.8 STATUS OF CONCERN SUBMITTING TENDER

1. General

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

Public Company	<input type="checkbox"/>
Private Company	<input type="checkbox"/>
Closed Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Sole Proprietary	<input type="checkbox"/>
Joint Venture / Consortium	<input type="checkbox"/>
Co-operative	<input type="checkbox"/>

(Mark the appropriate option)

2. Information to be provided

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

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	<input type="checkbox"/>
No	<input type="checkbox"/>

(Make an X in the appropriate space)

REGISTRATION 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.

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.9 CLASSIFICATION OF BUSINESS

- 1. The Small Businesses are defined in the National Small Business Act, 1996 (Act 102 of 1996).
- 2. Information furnished with regard to the classification of Small businesses
 - (b.) Indicate whether the company/entity is defined as a small, medium or micro enterprise by the National Small Business Act.

YES	NO
-----	----

(Tick appropriate box)

- (c.) If the response to 2.(a.) is **YES**, the following must be completed:
 - i. Sector/sub-sector in accordance with the Standard Industrial classification:

 - ii. Size or class:

 - iii. Total full-time equivalent of paid employees:

 - iv. Total annual turnover:

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

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

- (d.) The tenderer should substantiate the information provided by submitting the following documentation:
 - i. A letter from the tenderer’s auditor or an affidavit from the South African Police Services confirming the correctness of the abovementioned information,
 - ii. Company profile indicating the tenderer’s staff compliment, and
 - iii. 3 year financial statement or since their establishment if established during the past 3 years.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.	
I accept that the state may act against me should this declaration prove to be false.	
<u>Person authorized to sign the tender:</u>	
Full name (in BLOCK letters):	_____
Signature:	_____
Date:	_____

SCHEDULE OF SECTORS

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

FORM RD.C.10 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. Proof of registration with CIDB

The tenderer must have a minimum of CIDB **4CE**.

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

2. Company experience

Proof of completed road construction works

- Three successful completed projects, of which one main project must not be less than **R 900, 000.00** of the contract amounts (**Corresponding Letters of appointment and completion certificates on letterheads from employers must be attached to the tender document as proof**).

Employer, contact person and telephone number	Description of contract	Value of completed contract	Corresponding Letters of appointment and completion certificates Attached 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.

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

3. Key staff

- Construction Manager
- Site Supervisor
- Safety Officer

Curriculum Vitae’s must include balustrades, barriers, retaining walls, bollards and steel structures maintenance experience, level of education and training, and positions held for each of the key staff including certified copies of the qualifications.

	NAME	KEY STAFF	QUALIFICATION	EXPERIENCE (NUMBR OF RELEVANT PROJECT)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

Note: This form below should be completed for each key person listed in Form RD.D.1

CURRICULUM VITAE OF KEY PERSONNEL

- The **Construction Manager** must have at least a National Diploma in Civil Engineering (NQF Level 6), with minimum (2) year working experience.

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____ <i>(Signature of person named in schedule)</i>	_____ Date:

CURRICULUM VITAE OF KEY PERSONNEL

- The **Safety Officer** must have the relevant Health and Safety qualification and be registered with South African Council for the Project and Construction Management Professions (SACPCMP), with minimum (2) year working experience post registration.

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
<i>(Signature of person named in schedule)</i>	Date:

4. Bank Rating

Proof of minimum **Level C Bank rating at R 200, 000.00** from the bidder’s banking institution must be provided with the tender.

COMMERCIAL BANK RATING

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

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. _____

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.E.1 FUNCTIONALITY CRITERIA

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE
Company Experience A minimum of three successful completed projects, of which one main project must not be less than R 900,000.00 of the contract amount (Corresponding Letters of appointment and completion certificates on letterheads from employers must be attached to the tender document as proof).	6 Letters of appointment and completion certificates with at least one main project not less than R900 000.00	4	10	40
	5 Letters of appointment and completion certificates with at least one main project not less than R900 000.00	3		
	4 Letters of appointment and completion certificates with at least one main project not less than R900 000.00	2		
	3 Letters of appointment and completion certificates with at least one main project not less than R900 000.00	1		
The Construction Manager must have at least a National Diploma in Civil Engineering (NQF Level 6), with a minimum of (2) year working experience. (Curriculum Vitae’s must include balustrades, barriers, retaining walls, bollards and steel structures maintenance experience, level of education and training, and positions held for each of the key staff including certified copies of the qualifications.)	5 years and above	3	5	15
	3-4 years	2		
	1-2 years	1		
The Site Supervisor must have at least a National Certificate (NQF Level 5) all recognized by South African Qualifications Authority (SAQA) with a minimum of (2) year working experience. (Curriculum Vitae’s must include balustrades, barriers, retaining walls, bollards and steel structures maintenance experience, level of education and training, and positions held for each of the key staff including certified copies of the qualifications.)	5 years and above	3	5	15
	3-4 years	2		
	1-2 years	1		
The Safety Officer must have the relevant Health and Safety qualification and be registered with South African Council for the Project and Construction Management Professions (SACPCMP) with a minimum of 2 years’ experience post registration. (Curriculum Vitae’s must include balustrades, barriers, retaining walls, bollards and steel structures maintenance experience, level of education and training, and positions held for each of the key staff including certified copies of the qualifications.)	5 years and above	3	5	15
	3-4 years	2		
	1-2 years	1		
Proof of minimum Level C Bank rating at R 200,000.00 from the bidder’s banking institution must be provided with the tender	Level A bank rating at R 200000	3	5	15
	Level B bank rating at R 200000	2		
	Level C bank rating at R 200000	1		
Total				100

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

Key Staff

	NAME	KEY STAFF	QUALIFICATION (ATTACH CERTIFIED QUALIFICATION)	NUMBER OF YEARS EXPERIENCE (NUMBR OF RELEVANT PROJECT)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

Bank Rating Letter
(attached a valid bank rating letter as proof)

No	Bank Rating level	Minimum Value
		R 200 000

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.E.2 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.

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

ate: _____

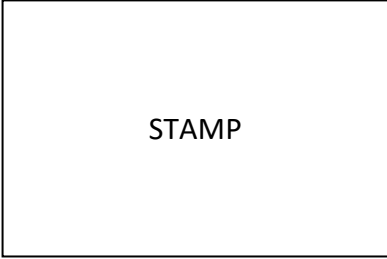
PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

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C1.6	ADJUDICATOR’S AGREEMENT	35

C1.1 FORM OF OFFER AND ACCEPTANCE



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

TENDER FOR MAINTENCE OF BALUSTRADES, BARRIERS, RETAINING WALLS, BOLLARDS, AND STEEL STRUCTURES, AS WELL AS UPDATING THE INVENTORIES ON THE STREET FURNITURE MANAGEMENT SYSTEM AS AND WHEN REQUIRED ON TENDERED RATES AND AVAILABLE BUDGET: 3 YEAR PERIOD

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 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.

BILL OF QUANTITIES (The quantities given are only to provide a method to evaluate the bids and are not a reflection of the actual expected quantities as the tender is a **RATE ONLY TENDER.**)

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

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

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

FOR AND ON BEHALF OF THE TENDERER:

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 C2 Pricing Data

- Part C3 Scope of Work

- Part C4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer’s agent (whose details are given in the Contract Data) to arrange the delivery of 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.

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

C1.2 CONTRACT DATA

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<u>C1.2.4</u>	<u>DATA PROVIDED BY THE CONTRACTOR</u>	27

C.1.2.1 GENERAL CONDITIONS OF CONTRACT

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

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

Engineering Contracting Strategies (ECS)

Telephone: 011 803 3008

E-Mail: admin@ecs.co.za

Web: www.ecs.co.za

OR

Consulting Engineers South Africa (CESA)

Telephone: 011 463 2022

E-Mail: general@cesa.co.za

Web: www.cesa.co.za

OR

South African Institution of Civil Engineering (SAICE)

Telephone: 011 80505947 / 48 / 53

E-Mail: civilinfo@saice.org.za

Web: www.saice.org.za

C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT

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

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
1.1	Definitions	<p>1.1.1.3 Certificate of Completion</p> <p>Add the following to the clause:</p> <p><i>Unless specified otherwise in the Contract Data, separate Certificates of Completion will not be issued for portions or phases of the Works.</i></p> <hr/> <p>1.1.1.24 Practical Completion</p> <p>Add the following to the clause:</p> <p><i>This clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.</i></p> <hr/> <p>Add the following new clause:</p> <p>1.1.1.35 Construction Work Permit</p> <p><i>“Construction Work Permit” means a statutory permit as defined in the Construction Regulations 2014.</i></p> <hr/> <p>Add the following new clause:</p> <p>1.1.1.36 “Work Package”</p> <p><i>“Work Package” is work to be carried out under this contract.</i></p> <hr/> <p>Add the following new clause:</p> <p>1.1.1.36 “Package Order”</p> <p><i>“Package Order” is an instruction to carry out a Work Package.</i></p>
1.2.1	Delivery of notices	<p>Add the following to the clause:</p> <p>1.2.1.3 <i>Sent by facsimile, electronic or any like communication irrespective of time of transmission;</i></p> <p>1.2.1.4 <i>posted to the Contractor’s address, and delivered by the postal authorities; or</i></p> <p>1.2.1.5 <i>delivered by a courier service or messenger and signed for by the recipient or his representative.</i></p>

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
1.2.3	Authority of representatives	<p>Add the following to the clause:</p> <p>1.2.3.1 <i>The Employer has authorised the Group Head: Regional Operations and Coordination to act on his behalf in respect of this Contract, save for such duties or functions:</i></p> <p>1.2.3.1.1 <i>which other holders of office ex officio execute on behalf of the Employer; or</i></p> <p>1.2.3.1.2 <i>for which the Group Head: Regional Operations and Coordination has no authority and the Employer's approval is required before execution thereof.</i></p>
2.4.1	Ambiguity or Discrepancy	<p>Delete the contents of the clause and insert the following:</p> <p><i>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence, listed from highest to lowest priority:</i></p> <ul style="list-style-type: none"> <i>a) Form of Offer and Acceptance</i> <i>b) Contract Data</i> <i>c) General Conditions of Contract</i> <i>d) Drawings</i> <i>e) Scope of Work</i> <i>f) Standard Specifications</i> <i>g) Bill of Quantities</i> <i>h) any other documents forming part of the Contract</i> <p><i>Upon finding any ambiguity in, or discrepancy between, or otherwise any error in the documents, the Contractor shall forthwith advise the Employer's Agent thereof before applying an interpretation in accordance with the above priority. If, after applying the above priority, an ambiguity in, or discrepancy between, or otherwise any remaining error in the documents remains, the Employer's Agent shall provide the necessary clarification or instruction.</i></p>
3.2.3	Specific approval of the Employer required	<p>Replace clause 3.2.3 with the following:</p> <p><i>In addition to the functions or duties set out in the Contract Data under Data Provided By The Employer, the Employer's Agent is required to obtain the specific prior approval of the Employer for:</i></p> <p>3.2.3.1 <i>certification of expenditure that exceeds the Contract Price in terms of Clause 1.1.1.10;</i></p> <p>3.2.3.2 <i>issuing of an order to suspend the progress of the Works in terms of Clause 5.11.2, the extra cost resulting from which order is to be borne by the Employer or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions;</i></p> <p>3.2.3.3 <i>issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R100 000, the evaluation of all variation orders in terms of Clause 6.4 and the</i></p>

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p style="text-align: center;"><i>adjustment of the sum(s) tendered for General Items in terms of Clause 6.11; or</i></p> <p><i>3.2.3.4 approval of any claim submitted by the Contractor in terms of Clause 10.1.</i></p>
4.3	Legal Provisions	<p>Add the following new sub-clause:</p> <p>4.3.3 <i>Wages and conditions of work:</i></p> <p style="margin-left: 40px;"><i>i. For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectoral Determination: Civil Engineering Sector published from time to time.</i></p> <p style="margin-left: 40px;"><i>ii. The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public works Programs, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice R347, shall apply to the works described in the scope of works as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</i></p> <hr/> <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> <hr/> <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> <hr/> <p>Add the following new sub-clause:</p> <p>4.3.6 <i>Contractor’s Designer</i></p> <p style="margin-left: 40px;"><i>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993</i></p>

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

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p><u>Method 1: Rainfall formula method</u></p> <p>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.</p> <p>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:</p> $V = (N_w - N_n) + \frac{(R_w - R_n)}{X}$ <p>If V is negative and its absolute value exceeds N_n, then V shall be equal to minus N_n.</p> <p>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.</p> <p>The symbols shall have the following meaning:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration</p> <p>N_w = Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.</p> <p>R_w = Actual rainfall in mm for the calendar month under consideration.</p> <p>N_n = Average number of days as derived from existing rainfall records, on which a rainfall of Y mm or more has been recorded for the calendar month. Rainfall records and/or the derived values of N_n will be provided in the Specifications.</p> <p>R_n = Average rainfall in mm for the calendar month, as derived from existing rainfall records. Rainfall records and/or the derived values of R_n will be provided in the Project Specifications.</p> <p>X = 20 unless otherwise provided in the Project Specifications</p> <p>Y = 10 unless otherwise provided in the Project Specifications</p> <p>The total extension of time shall be the algebraic sum of the monthly totals for the period under consideration. However, if the grand total is negative the time for completion shall not be reduced on account of abnormal rainfall. Extension of time for parts of a month shall be calculated by pro rata values of N_n and R_n being used.</p> <p>The factor (N_w - N_n) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm and wet conditions prevented or disrupted work.</p>

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p>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.</p> <p>Accurate rain gauging shall be taken at a suitable point on Site and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with.</p> <p>This formula does not take into account further on concurrent delays which could be caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (42.5 Critical Path Provision) hereof.</p> <p><u>Method 2: Expected delay method</u></p> <p>The Contractor shall make provision in his programme for the execution of the Works, for an expected delay of "n" normal working days (based on a working week of five normal working days) due to normal rainfall, for which he will not receive any extension of time.</p> <p>Unless otherwise provided in the Project Specifications, the value of "n" shall be taken as equal to the tendered time for completion of the Works in months, rounded off to an integer.</p> <p>Extension of time during normal working days will be granted to the degree to which actual delays as determined in accordance with Sub-Clause (42.5 Critical Path Provision) hereof, exceed the number of "n" normal working days.</p> <p>The value of "n" does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (42.5 Critical Path Provision) hereof.</p>
6.1	Payment to Contractor	<p>Add the following new sub-clause:</p> <p>6.1.2 Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way of his obligations either in contract or in delict.</p> <hr/> <p>Add the following new sub-clause</p> <p>6.1.3 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.</p>
8.6	Insurances	<p>Replace clause 8.6 with the following:</p> <p>8.6 Insurances</p>

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<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 Final Approval Certificate, the following insurances in the name of the Contractor (including all Subcontractors whether nominated or otherwise):</i></p> <p>8.6.1.1 <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 and 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>8.6.1.2 <i>The Employer's insurer will indemnify the Contractor/Sub-contractor against all sums for which the Contractor/Sub-contractor shall become legally liable towards third party claimants to pay for and in consequence of:</i></p> <ul style="list-style-type: none"> a. <i>Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Subcontractor);</i> b. <i>Accidental physical loss or damage to tangible property occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule. The minimum limit of indemnity for any one event is R10-million in respect of contracts with a contract value of up to R50-million</i>

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p style="text-align: center;"><i>(excluding VAT).</i></p> <p>8.6.2 <i>Insurance premium payable</i></p> <p><i>The Employer will pay the insurance premium for the works damage and public liability insurance cover. The insurance premium will be calculated based on the approved Capital 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>8.6.3 <i>Additional insurance by the Employer</i></p> <p><i>The Employer shall be free to effect at his own cost any additional insurance, which he deems necessary in own interest to cover loss or damage not insured in terms of the insurance policies of Sub-Clause 8.6.1.1 of this Clause.</i></p> <p>8.6.4 <i>Additional insurance by the Contractor / Subcontractor</i></p> <p><i>The Contractor and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the Contractor/Subcontractor deem necessary to cover damage, loss or injury not insured in terms of the insurance effected by the Employer’s insurer. The cost of the additional insurance will be for the account of the Contractor/Subcontractor.</i></p> <p>8.6.5 <i>Contractor satisfied with insurance</i></p> <p><i>The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover affected by the Employer.</i></p> <p>8.6.6 <i>Contractor to observe conditions</i></p> <p><i>The Contractor shall give all notices and observe all conditions and requirements imposed by the relevant insurance policies, which shall be binding on the Contractor.</i></p> <p>8.6.7 <i>Contractor to insure</i></p> <p><i>The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Final Approval Certificate, the following insurance policies at an insurance company within 14 (fourteen) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Employer’s Agent, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</i></p> <ul style="list-style-type: none"> a. <i>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> b. <i>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</i>

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p style="text-align: right;"><i>to the amount of at least R10-million per claim with the number of claims unlimited.</i></p> <p>c. <i>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></p> <p>d. <i>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></p> <p>e. <i>Proof must also be submitted that the Contractor complies with the conditions of the following legislation:</i></p> <ul style="list-style-type: none"> - <i>Compensation for Occupational Injuries and disease, 1993</i> - <i>Unemployment Insurance Act, 1996</i> - <i>The Contractor shall in respect of the Site of the contract works appoint in writing a Section 16 appointee to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended.</i> <p>8.6.8 <i>The Employer’s Agent involved must furnish the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management.</i></p> <p>8.6.9 <i>Reporting of incidents</i></p> <p><i>In the event of an occurrence, which is likely to give rise to a claim under the insurance policy affected by the Employer, the Contractor / Subcontractors and Employer’s Agent will adhere to the following procedures:</i></p> <p>a. <i>In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer’s Agent of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.</i></p> <p>b. <i>The Employer’s Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Employer’s Agent more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Director motivating the reason(s) for the late reporting of the incident, but the Employer’s Agent must take note the Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting.</i></p> <p>c. <i>The following documentation must be included with the claim documentation:</i></p>

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p style="text-align: center;">- <i>Photos of damages caused or suffered as proof or substantiation of the claims.</i></p> <p>d. <i>In the event of Insured Property being damaged during the Contract Works beyond economical repair, the property must be safeguarded and be handed over to the Employer’s insurer for salvage.</i></p> <p>e. <i>The Section: Insurance and Risk Management will inform the Employer’s insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer, the Employer’s Agent, the Employer’s insurers and/or representatives for the purpose of assessment of any loss or damage.</i></p> <p>8.6.10 Reporting of catastrophic incidents</p> <p><i>In the event of an occurrence, which is likely to give rise to a claim, under the insurance policy effected by the Employer, with an estimated loss or damage of more than R250 000,00, the Contractor and the Employer’s Agent will adhere to the following procedures:</i></p> <p>a. <i>In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer’s Agent of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.</i></p> <p>b. <i>The Employer’s Agent must notify the Section: Insurance and Risk Management on the same day that the Contractor/Subcontractor has notified the Employer’s Agent of the incident.</i></p> <p>c. <i>The Section: Insurance and Risk Management will notify the Employer’s insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer, the Employer’s Agent, the Employer’s insurers and/or representatives for the purpose of assessment of any loss or damage.</i></p> <p>d. <i>The Employer’s Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Employer’s Agent more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.</i></p> <p>8.6.11 Reporting of crime related incidents</p> <p><i>All crime related incidents, losses or shortages irrespective of the value, must be reported within 24 (twenty-four) hours by the person who was involved or who has discovered the incident to the nearest South African Police Services (SAPS) station. The name of the Police Station, Investigation Officer and the Case number must be obtained and stated</i></p>

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p><i>on the Contractor Claim Form. Should the incident not be reported to the SAPS, the claim will be repudiated.</i></p> <p>8.6.12 Claim documentation</p> <p><i>Thhghe Employer’s Agent must obtain all relevant information from the Contractor/Sub-contractor and complete the Contractor Claim Form, included in this report as Annexure B that is available on the Intranet. The project number must be stated on the Contractor Claim Form.</i></p> <p><i>The Employer’s Agent must submit with the Contractor Claim Form a detailed cost sheet indicating the estimate of the loss or damage.</i></p> <p><i>Any misrepresentation, misdescription or non-disclosure of material facts, at the option of the insurers, can result in claims submitted being declared null and void.</i></p> <p>8.6.13 Authorization of claim forms</p> <p><i>It is imperative that a formally delegated official or his nominee of the Employer should authorize the Contractor Claim forms as proof of the appropriate authorization, verification and approval of claims submitted. The Divisional Head must provide an authorization letter to the Section: Insurance and Risk Management stating the names and the specimen signatures of the delegated official or his nominee within 30 (thirty) days from approval of this report by Council. Should the delegated official or his nominee not sign the relevant claim form, the claim will be repudiated as this may lead to inappropriate independent verification of the validity of claims, thereby increasing the risk of insurance fraud and consequent reputation damage to the Employer.</i></p> <p>8.6.14 Contractor to pay deductibles</p> <p><i>Any claim in terms of the insurance affected by the Employer shall be subject to the Contractor being responsible for the payment of the amount stated in the Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the Certificate of Insurance issued by the Employer’s insurer in terms of the Policy.</i></p> <p>8.6.15 Settlement of claims</p> <p><i>All incidents reported to the Section: Insurance and Risk Management in respect of an occurrence, which is likely to give rise to a claim will be forwarded to the Employer’s insurer who will take the necessary actions for the settlement of any such claims.</i></p> <p><i>The Contractor <u>shall negotiate</u> for the settlement of claims with the Employer or the Employer’s insurer through the Section: Insurance and Risk Management. The Employer’s Chief Financial Officer will authorize all settlements of claims.</i></p> <p><i>Should action for the settlement of any such claim to the satisfaction of the Employer’s Agent not be taken by the Contractor/sub-contractor within 30 (thirty) days after receipt of such claim by the</i></p>

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p><i>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																							
1.1.1.13	The Defects Liability period is:	12 (twelve) months from the date of the Certificate of Completion.																							
1.1.1.14	The time for achieving Practical Completion is:	The time allocated by the Employer’s Agent																							
1.1.1.15	The name of the Employer is:	City of Tshwane Metropolitan Municipality.																							
1.1.1.26	The Pricing Strategy is:	Re-measurement Contract																							
1.2.1.2	The address of the Employer is:	Physical Address:	Middestad Mall, 252 Thabo Sehume Street, Pretoria																						
		Postal Address:	P.O. Box 440 PRETORIA 0001																						
		E-Mail Address:	Antongr@tshwane.gov.za																						
1.1.1.16	The name of the Employer’s Agent is:	Mr Steven Macheve																							
1.2.1.2	The address of the Employer’s Agent is:	Physical Address:	Middestad Mall, 252 Thabo Sehume Street, Pretoria																						
		Postal Address:	P.O. Box 440 PRETORIA 0001																						
		E-Mail Address:	stevenma@tshwane.gov.za																						
3.1.3		<ul style="list-style-type: none"> • The Employer’s Agent is required to obtain approval of the Employer: <ul style="list-style-type: none"> ▪ for expenditure on the Contract to exceed the Contract Price; ▪ prior to the execution of any of the following duties of functions: <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th>CLAUSE</th> <th>DUTY/FUNCTION</th> </tr> </thead> <tbody> <tr> <td>3.3.1</td> <td>Nomination of person as Employer’s Agent Representative</td> </tr> <tr> <td>3.3.4</td> <td>Authorization to Employer’s Agent Representative or any other person</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> </tbody> </table>		CLAUSE	DUTY/FUNCTION	3.3.1	Nomination of person as Employer’s Agent Representative	3.3.4	Authorization to Employer’s Agent Representative or any other person	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
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		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) 	
5.3.2	The time to submit the documentation required from the Commencement Date is:	14 days	
5.8.1	The non-working days are:	Sundays	
	The special non-working days are:	<ul style="list-style-type: none"> • Annual builders holiday • Statutory public holidays 	
5.13.1	The penalty for failing to complete the works is:	Refer to C3.6 under Scope of Works	
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"> • Fixed Performance Guarantee from approved financial institution. • The Form of Guarantee is to contain the wording of the pro forma document included as C1.3 contained herein. 	
	Liability of performance guarantee	<ul style="list-style-type: none"> • The liability of the guarantee shall be for R 100 000 for the entire contract term (3 years). 	
6.2.2	Retention money guarantee	Not permitted	
6.8.2	Adjustment in rates and/or prices	<ul style="list-style-type: none"> • The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: <p>“L” is the “Labour Index” and shall be Gauteng under CPI as published by Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be Plant and equipment under Mining and construction plant and equipment price index as published by Statistics South Africa.</p>	

		<p>“M” is the “Material Index” and shall be Civil Engineering material total under Table 6 – Civil Engineering material price indices as published by Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be Diesel under PPI as published by Statistics South Africa.</p> <table border="1"> <thead> <tr> <th>Coefficient</th> <th>Description</th> <th>Value</th> </tr> </thead> <tbody> <tr> <td><i>x</i></td> <td>Portion not subject to adjustment</td> <td>0.10</td> </tr> <tr> <td><i>a</i></td> <td>Labour</td> <td>0.20</td> </tr> <tr> <td><i>b</i></td> <td>Civil Engineering Plant</td> <td>0.10</td> </tr> <tr> <td><i>c</i></td> <td>Material</td> <td>0.60</td> </tr> <tr> <td><i>d</i></td> <td>Fuel</td> <td>0.10</td> </tr> </tbody> </table> <p>(Coefficients a, b, c and d must sum to one)</p> <ul style="list-style-type: none"> The urban area nearest the Site is Tshwane. The base month is <u>the month prior to the closing of the procurement process required for a financial offer.</u> 	Coefficient	Description	Value	<i>x</i>	Portion not subject to adjustment	0.10	<i>a</i>	Labour	0.20	<i>b</i>	Civil Engineering Plant	0.10	<i>c</i>	Material	0.60	<i>d</i>	Fuel	0.10
Coefficient	Description	Value																		
<i>x</i>	Portion not subject to adjustment	0.10																		
<i>a</i>	Labour	0.20																		
<i>b</i>	Civil Engineering Plant	0.10																		
<i>c</i>	Material	0.60																		
<i>d</i>	Fuel	0.10																		
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:	10% (Ten percent) of monthly payment certificate exclusive of VAT																		
	The limit of retention money is:	R100 000.00 (exclusive of VAT)																		
8.6	Insurance of the Works and Public Liability Insurance	<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																		
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 <ul style="list-style-type: none"> • The liability of the guarantee shall be for R 100 000 for the entire contract term (3 years). 		
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 _____

_____ (full names of authorized agent(s))

and acting in my/our capacity as _____

and _____

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

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

R _____ (_____)

for the due and proper fulfilment by the Contractor of all or any of his duties and obligations in terms of the said Contract. 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. _____

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 MAINTENANCE OF BALUSTRADES, BARRIERS, RETAINING WALLS, BOLLARDS, AND STEEL STRUCTURES, AS WELL AS UPDATING THE INVENTORIES ON THE STREET FURNITURE MANAGEMENT SYSTEM AS AND WHEN REQUIRED ON TENDERED RATES AND AVAILABLE BUDGET: 3 YEAR PERIOD

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.
- (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 because of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:
(in BLOCK letters) _____

CAPACITY:
(of authorized agent) _____

SIGNATURE:
(of authorized agent) _____

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____

2. _____

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:
(in BLOCK letters) _____

CAPACITY:
(of authorized agent) _____

SIGNATURE:
(of authorized agent) _____

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____

2. _____

C1.5 APPLICATION FOR A PERMIT TO DEPARTMENT OF LABOUR TO DO CONSTRUCTION WORK
Annexure 1

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

APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK

This application must be submitted with the following documents:

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

1. Name, postal address and telephone numbers of the client

2. Details of the agent

- (a) Title, Surname and initials:

- (b) Identity number / Passport number:

- (c) Registration number with SACPCMP:

- (d) Office Tel. Number and/or Mobile number:

- (e) Postal address:

3. Name, postal address and telephone numbers of the principal contractor

4. Name, postal address and telephone numbers of the designer of the project

5. Name, Postal address and telephone numbers of the following persons

- (a) Construction Manager:

(b) Construction Health and Safety Officer _____

(c) Construction Health and Safety Officer _____

6. Exact physical address of the construction and site office

7. Nature of construction work

8. Expected commencement date

9. Expected completion date

10. Estimated maximum number of persons on the construction site:

11. Planned number of contractors on the construction site accountable to the principal contractor:

12 Names(s) of contractors appointed

18. Signature of Client / Client's Agent

19. Signature of the Principal Contractor

FOR OFFICE USE ONLY		
Authorization / Unique No.	LABOUR CENTRE	OFFICE APPROVAL STAMP

13. Date of application: _____

14. Submitted documents prescribed in Construction Regulation 5(4). (Please tick v)

CR 5(1)(a)		CR 5(1)(b)		CR 5(1); (C-S)	
------------	--	------------	--	----------------	--

15. Result of the application. (Please tick v)

Approved		Declined	
-----------------	--	-----------------	--

16. Reason for declining the application

17 Signature of the Supervisor: _____

18 Signature of revoking officer / inspector: _____

C1.6 ADJUDICATOR’S AGREEMENT

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

_____ (name of company / organisation)

of _____

_____ (address) and

_____ (name of company / organisation)

of _____

_____ (address) (the Parties) and

_____ (name of Adjudicator)

of _____

_____ (address) (the

Adjudicator).

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

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

IT IS NOW AGREED as follows:

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



⁶ Delete as necessary
⁷ Delete as necessary

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 Name: _____ Address: _____ _____	Witness: Name _____ Address: _____ _____	Witness: Name: _____ 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 ⁸ currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.



⁸ Delete as necessary

PART C2 PRICING DATA

Contents

C2.1	PRICING INSTRUCTIONS	2
C2.2	PRICING SCHEDULE	5

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 **shall be completed by hand 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 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.
- 2.2 Descriptions in the Bill of Quantities 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 specified operations. 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 Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.
- 2.3 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.
- 2.4 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 2.5 The quantities set out in the Bill of Quantities are indicative quantities on past contracts and will only be used to provide a method to evaluate the bids and is not a true reflection of the actual expected quantities of the Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time.
- 2.6 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			

No payment shall be made for any road safety devices per completed link of a road section without updating the road furniture assets management database (supplied by the City of Tshwane).

The job card shall be signed by the construction Manager and submitted with sketches and photographs for payment purposes. The contractor shall provide the Engineer with a project progress report daily indicating the progress under construction, and work completed. The list shall indicate the starting date, completion date, contractor's inspection date as well as the final inspection approval date as certified in order by a qualified competent representative from the City of Tshwane.

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 quantities set out in the Bill of Quantities are indicative quantities on past contracts and will only be used to provide a method to evaluate the bids and is not a true reflection of the actual expected quantities of the Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time.

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 handwritten above in black ink and the full signature of the Tenderer shall be placed next to the correction.**

C2.2 PRICING SCHEDULE

BILL OF QUANTITIES (The quantities given are only to provide a method to evaluate the bids and are not a reflection of the actual expected quantities as the tender is a **RATE ONLY TENDER**)

Tenderers must have a Construction Industry Development Board (CIDB) contractor grading designation of **4CE** or higher.

AWARD METHODOLOGY AND APPOINTING STRATEGY

The intention is to appoint two highest-scoring bidders, in all seven regions in the City of Tshwane. Works will be allocated equally on an 'as-and-when' basis. Whereas the first highest scoring bidder will be the first to obtain a order as and when required.

The employer reserves a right to instruct any appointed service provider on this contract to undertake work on a work package(s) allocated to a none performing service provider in terms of time and quality of work.

The employer reserves the 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.

All items in a Section must be priced.

1. Bill of Quantities

ITEM	Material Number	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
		SERIES 0 : GENERAL					
		SECTION 001 : GENERAL REQUIREMENTS AND CHARGES					
001.03	3038723	Excavate by hand to expose existing services, and backfill	m ³	5			
001.04	3038724	Compliance with the Occupational Health and Safety Act and applicable regulations					
B001.04.04	3038725	Provision of a safety officer (full time)	month	36			
B001.05.01	3038726	Community liaison officer	month	36	CoT Level T5	-	
B001.05.02		Percentage on item B001.05 for handling charges (max 10%)		-		-	
B001.06	3038732	Supply of essential and unforeseen material					
B001.06.01	3038733	Supply of essential and unforeseen material	Prov sum	-	R200,000.00-	R200,000.00	
B001.06.02	3038732	Percentage on item B001.6.01 for charges and profit (max10%)	%	R200,000.00			
		TOTAL CARRIED TO SUMMARY					

ITEM	Material number	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SERIES 1 : ANCILLARY WORK				
		SECTION 101 : SITE CLEARING AND GRUBBING				
101.01		Clearing and grubbing				
101.01.02	3038727	Clearing and grubbing (1m wide strip)	m ²	400		
101.02		Cutting and removing large trees with a girth-				
101.02.01	3038728	exceeding 1 m and up to and including 2 m	no	5		
101.02.02	3038729	exceeding 2 m and up to and including 3 m	no	5		
101.03		Grubbing and the removal of the stumps and roots of large trees with a girth-				
101.03.01	3038730	exceeding 1 m and up to and including 2 m	no	5		
101.03.02	3038731	exceeding 2 m and up to and including 3 m	no	5		
101.05		Removal and Disposal of specific elements				
101.05.01	3038732	Concrete Kerbing/Kerbing combination	m	50		
B101.05.02	3038733	Concrete and brick elements	m ²	200		
101.05.03	3038734	Asphalt Surfacing	m ²	50		
		TOTAL CARRIED TO SUMMARY				

ITEM	Material number	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SERIES 1 : ANCILLARY WORK				
		SECTION 107: DAYWORKS				
B107.01		Labour during normal working hours Monday - Saturday (07:00 -17:00)				
B107.01.01	3038735	Unskilled labour	h	40		
B107.01.02	3038736	Skilled labour	h	40		
B107.02		Extra-over item B107.01 for charges and overheads				
B107.02.01		Unskilled labour	%	Rate only		-
B107.02.02		Skilled labour	%	Rate only		-
B107.03		Construction Equipment				
B107.03.01	3038737	Truck up to 4 ton	h	2		
B107.03.02	3038738	TLB Backhoe loaders (Mass 7 - 8 ton)	h	2		
B107.03.03	3038739	Generator (15kVA)	h	5		
B107.03.04	3038740	Pedestrian roller (500 - 550kg, width 390mm)	h	5		
B107.03.05	3038741	Pedestrian roller (1000 - 1500kg, width 900mm)	h	5		
B107.03.06	3038742	Compressor (185 cfm) including 2 drills and hoses	h	5		
B107.03.07	3038743	Arc Welder (200amh) with generator	h	5		
B107.03.08	3038744	Angle Grinder	h	5		
B107.03.09	3038745	Drill	h	5		
		TOTAL CARRIED TO SUMMARY				

ITEM	Material number	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SERIES 5 : DRAINAGE AND EROSION PROTECTION				
		SECTION 501 : SUBSURFACE DRAINS AND DRAINAGE BLANKETS				
501.01		Crushed stone				
501.01.02	3038746	Single-sized crushed stone (19mm)	m ³	20		
501.04		Geotextiles				
501.04.01	3038747	Bidem Grade A1 (1.3mm thick)	m ²	100		
501.04.02	3038748	Bidem Grade A4 (2.1mm thick)	m ²	100		
501.05		Pipes in subsurface drains				
501.05.02	3038749	160mm Ø perforated pipe	m	50		
501.07		Concrete outlet structures for subsurface drains, including formwork	m ³	5		
	3038750					
501.08		Concrete caps for subsurface drain pipes	no	5		
	3038751					
		TOTAL CARRIED TO SUMMARY				

ITEM	Material number	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SERIES 5 : DRAINAGE AND EROSION PROTECTION				
		SECTION 505 : EROSION PROTECTION				
505.06		Stone pitching				
505.06.01	3038752	Plain pitching 200mm thickness	m ²	20		
		TOTAL CARRIED TO SUMMARY				

ITEM	Material number	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SERIES 6 : ROADS AND PARKING AREAS				
		SECTION 606 : ASPHALT BASE AND SURFACING				
606.01		Asphalt Base 150mm layers				
606.01.01		Using 4.5%, 50/70 Pen Bitumen				
606.01.01.01	3038753	Continuously graded	m ²	50		
606.02		Asphalt surfacing 30mm layers				
606.02.01	3038754	Continuously graded (Medium) Using 5.0%, 50/70 Pen Bitumen	m ²	50		
TOTAL CARRIED TO SUMMARY						

ITEM	Material number	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SERIES 6 : ROADS AND PARKING AREAS				
		SECTION 607 : BITUMINOUS SURFACE TREATMENTS				
B607.11		Supply and installation of "Freysinnet" or similar approved rumble strips (100mmx1000mm)				
B607.11.01	3038755	9,5mm aggregate	no	10		
B607.11.02	3038757	13,2mm aggregate	no	10		
B607.11.03	3038758	19,0mm aggregate	no	10		
TOTAL CARRIED TO SUMMARY						

ITEM	Material number	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SERIES 6 : ROADS AND PARKING AREAS				
		SECTION 609 : SEGMENTED PAVING				
B609.01		Re-instatement and construction of segmental block paving made from -				
609.01.01	3038753	50mm (200x100) Grey bevel type S-A pavers, class 25, in accordance with the Typical Standard Details of Tshwane Drawing STD 008	m ²	80		
609.01.02	3038754	80mm (200x100) Interlocking type S-B pavers, class 25, in accordance with the Typical Standards details of of the City of Tshwane Drawing STD 008 and STD 015	m ²	20		
B609.03		Re-instatement and construction of edge restraints with:				
B609.03.01.01	3038755	Figure 3 Precast concrete kerb, According to Drawing no STD 007	m	50		
B609.03.01.02	3038757	Figure 7 Precast concrete kerb, According to Drawing no STD 007	m	50		
609.03.02	3038758	In situ cast concrete, class 25, according to Drawing No STD007	m	30		
		TOTAL CARRIED TO SUMMARY				

ITEM	Material number	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SERIES 6 : ROADS AND PARKING AREAS				
		SECTION 610 : CONCRETE PAVEMENTS				
610.01		Re-instatement and construction of concrete pavement				
610.01.01	3038759	100mm thickwith Class 25 / 19 concrete and U2 concrete finish in accordance to Drawing STD 008	m ²	50		
610.01.02	3038760	125mm thick vehicle entrances with Class 25 / 19 concrete and U2 finish in accordance to Drawing STD 008	m ²	50		
		TOTAL CARRIED TO SUMMARY				

ITEM	Material number	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SERIES 6 : ROADS AND PARKING AREAS				
		SECTION 611 : GUARDRAILS				
611.01		Guardrails on timber posts				
611.01 .01	3038761	Galvanized	m	1050		
B611.0 1.03	3038762	Double Galvanized on 2.4m timber posts	m	100		
B611.0 1.04	3038763	Tripple Galvanized on 2.4m timber posts	m	25		
B611.0 1.05	3038761	Back to back galvanized	m	100		
611.02		Guardrails on steel posts				
B611.0 2.01	3038766	Galvanized (Galvanized H-section pole on concrete)	m	150		
B611.0 2.03	3038767	Double Galvanized (Galvanized H-section pole on concrete)	m	25		
611.03 .01	3038768	Extra over items 611.01 and 611.02 for horizontally curved guardrails, factor bent to a raduis of less than 150m	m	50		
611.04		End units				
611.04 .01	3038772	End wings	no	50		
611.04 .02	3038773	Terminal section in accordance with STD013 where single guardrail sections are used.	no	10		
611.04 .03	3038774	Terminal section in accordance with drawing, where double guardrail sections are used	no	5		
B611.0 4.04	3038775	Bull nose	no	10		
B611.0 4.05	3038776	Concrete barrier backing plate	no	5		
B611.0 4.06	3038777	Concrete barrier anchor plate	no	5		
B611.0 4.07	3038772	Concrete barrier cleat attachment	no	5		
		TOTAL CARRIED FORWARD				

ITEM	Material number	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		TOTAL BROUGHT FORWARD				
611.05		Additional guardrail posts				
611.05.01	3038779	Timber	no	50		
611.05.02	3038780	Galvanized H-steel section for single guardrail	no	25		
B611.05.03	3038781	Galvanized H-steel section for double guardrail	no	10		
B611.05.04	3038782	Galvanized steel post at kerb inlets	no	10		
B611.05.05	3038783	Custom designed and manufactured galvanized steel post not specified in drawings (152mm x 152mm x 29.8kg/m H-section)	m	15		
B611.06	3038784	Reflector plates (High Intensity Prismatic reflective material)	no	200		
611.07		Dismantling existing guardrails and posts				
611.07.01	3038785	Dismantling guardrails	m	2200		
611.07.02	3038786	Removing posts	no	200		
611.09		Re-erection of dismantled guardrails with newly treated timber posts				
	3038787		m	100		
B611.10		Installation of bolts and nuts and timber blocks				
B611.10.01	3038788	Galvanized M16 x 350mm post bolt with reinforcing plate, nut and washers.	no	30		
B611.10.02	3038789	Galvanized M16 splice bolt with nut and washers	no	30		
B611.10.03	3038790	Timber blocks	no	30		
B611.11	3038791	Re-alignment of gaurdrail	m	100		
B611.12		E/O for installation of timber posts in hard material	no	50		
		TOTAL CARRIED TO SUMMARY				

ITEM	Material number	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SERIES 6 : ROADS AND PARKING AREAS				
		SECTION 612 : TRAFFIC SIGNS				
B612.01		Sign boards with painted background, symbols, lettering and borders in prismatic retro-reflective material with signboards constructed from -				
B612.01.03		Sheet steel (Chromadek) with an:				
B612.01.03.01	3038792	Area not exceeding 5 m ² Engineering grade prismatic reflective material	m ²	50		
B612.01.03.02	3038793	Area not exceeding 5 m ² High Intensity grade prismatic reflective material	m ²	30		
B612.01.03.03	3038794	Area not exceeding 5 m ² High Intensity grade prismatic reflective material with galvanized frames	m ²	20		
B612.01.03.04	3038795	Area not exceeding 5 m ² High Intensity grade prismatic reflective material profiled signs	m ²	50		
B612.01.03.05	3038796	Area exceeding 5 m ² up to 15m ² High Intensity grade prismatic reflective material profiled signs	m ²	20		
B612.01.03.06	3038797	GL 1 signs Engineering grade prismatic reflective material	m ²	20		
B612.01.03.07	3038798	Installation of signs supplied by CoT area not exceeding 5 m ²	m ²	50		
B612.01.03.08	3038799	Installation of signs supplied by CoT area exceeding 5 m ² up to 15m ²	m ²	20		
	TOTAL CARRIED FORWARD					

ITEM	Material number	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		TOTAL BROUGHT FORWARD				
B612.03.02		Steel Tubing - Supply and Installation of Permanent Sign Support				
B612.03.02.01	3038800	Galvanized square hollow tube (50 x 50mm x 2mm wall thickness) including baseplate and top cap	m	50		
B612.03.02.02	3038801	Galvanized square hollow tube complete with baseplate to match break away footing (50mm x 50mm x 2mm wall thickness) including top cap	m	50		
B612.03.02.03	3038802	Galvanized D section hollow tube complete with baseplate to match break away footing (76mm x 2mm wall thickness) including top cap	m	50		
B612.03.02.04	3038803	Galvanized round section hollow tube (76mm Ø x 2mm wall thickness) including baseplate and top cap	m	100		
B612.03.02.05	3038804	Galvanized round section hollow tube (100mm Ø x 3mm wall thickness) including baseplate and top cap	m	100		
B612.03.02.06	3038805	Galvanized D section hollow tube (76mm Ø x 2mm wall thickness) including baseplate and top cap	m	100		
B612.03.02.07	3038806	Installation of poles supplied by CoT (when reinstalling poles, no separate payment will be made for standard signs that may have to removed and reinstalled).	m	20		
B612.07.01		Dismantling of Existing Traffic Signs				
B612.07.01.01	3038807	Signs	m ²	50		
B612.07.01.02	3038808	Poles	no	50		
B612.07.01.03	3038809	Break-away footing	no	5		
		TOTAL CARRIED TO SUMMARY				

ITEM	Material number	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SERIES 6 : ROADS AND PARKING AREAS				
		SECTION B615 : BOLLARDS				
B615.01	3038810	Removal of any bollard	no	50		
B615.02	3038811	Installation of any bollard supplied by CoT	no	50		
B615.03		Supply and installation of bollards:				
B615.03.01	3038812	150mm Ø reinforced concrete bollard	no	10		
B615.03.02	3038813	250mm Ø reinforced concrete bollard	no	20		
B615.03.03	3038814	250mm Ø reinforced concrete bollard with exposed aggregate surface	no	50		
B615.03.04	3038815	325mm Ø reinforced concrete bollard with exposed aggregate surface	no	10		
B615.03.05	3038816	"Helen Joseph" type powder coated steel bollards	no	5		
B615.03.06	3038817	"Helen Joseph" removable type powder coated steel bollards	no	5		
B615.03.07	3038818	1.5m x 125mm Ø wooden bollard CCA treated	no	50		
B615.04		E/O for installation of bollards in hard material	no	10		
		TOTAL CARRIED TO SUMMARY				

ITEM	Material number	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SERIES 6 : ROADS AND PARKING AREAS				
		SECTION B616 : BALUSTRADES				
B616.01		Removal of any size steel stanchions:				
B616.01.01	3038819	with bolted baseplate and slip joints handrailing	no	25		
B616.01.02	3038820	with bolted baseplate and welded handrailing ≤ 50mm Ø	no	25		
B616.01.03	3038821	with bolted baseplate and welded handrailing > 50mm Ø ≤ 100mm Ø	no	10		
B616.01.04	3038822	with bolted baseplate and welded handrailing > 100mm Ø	no	10		
B616.01.05	3038823	embedded in concrete; stanchion ≤ 50mm Ø	no	10		
B616.01.06	3038824	embedded in concrete; stanchion > 50mm Ø ≤ 100mm Ø	no	10		
B616.01.07	3038825	embedded in concrete; stanchion > 100mm Ø	no	10		
B616.02		Removal of any size steel handrailing:				
B616.02.01	3038826	with slip joints ≤ 50mm Ø	m	100		
B616.02.02	3038827	with slip joints > 50mm Ø	m	10		
B616.02.03	3038828	with welded handrailing ≤ 50mm Ø	m	10		
B616.02.04	3038829	with welded hand railing > 50mm Ø ≤ 100mm Ø	m	10		
B616.02.05	3038830	with welded hand railing > 100mm Ø	m	10		
	TOTAL CARRIED FORWARD					

ITEM	Material number	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		TOTAL BROUGHT FORWARD				
B616.03		Installation of hollow tube galvanized stanchions ≤ 50mm Ø and 2mm wall thickness with:				
B616.03.01	3038831	baseplate bolted to concrete slab for slip joints ≤ 50mmØ	no	25		
B616.03.02	3038832	baseplate bolted to concrete slab and welded to handrailing ≤ 50mm Ø	no	10		
B616.03.03	3038833	baseplate bolted to concrete slab and welded to handrailing > 50mm Ø ≤ 100mm Ø	no	10		
B616.03.04	3038834	baseplate bolted to concrete slab and welded to handrailing > 100mm Ø	no	10		
B616.03.05	3038835	baseplate embedded 150mm deep in 40MPa concrete footing with handrailing slip joints ≤ 50mm Ø	no	10		
B616.03.06	3038836	baseplate embedded 150mm deep in 40MPa concrete welded to handrailing ≤ 50mm Ø	no	10		
B616.03.07	3038837	baseplate embedded 150mm deep in 40MPa concrete welded to handrailing > 50mm Ø	no	10		
B616.04	3038843	Installation of galvanised hollow tube handrailing size as indicated:				
B616.04.01	3038844	slip joints "X" ≤ 50mm Ø	m	100		
B616.04.02	3038845	welded joints "X" ≤ 50mmØ	m	15		
B616.04.03	3038846	welded joints "X" > 50mmØ ≤ 76mm Ø	m	15		
B616.04.04	3038847	welded joints "X" > 76mm Ø ≤ 110mm Ø	m	15		
B616.05	3038844	Removal of timber balustrades	m	30		
		TOTAL CARRIED FORWARD				

ITEM	Material number	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		TOTAL BROUGHT FORWARD				
B616.06		Installation of timber balustrades supplied by CoT (1m up to 1.8m high):	no	100		
B616.07		Supply and Installation of timber balustrade posts:				
B616.07.01	3038844	1,0m high posts for single rail	no	25		
B616.07.02	3038845	1,5m high post for double rails	no	25		
B616.07.03	3038846	1,8m long post for 3 rails	no	10		
B616.08	3038847	Supply and Installation of timber balustrade horizontal elements	m	250		
		TOTAL CARRIED TO SUMMARY				

ITEM	Material number	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SERIES 7 : STRUCTURES				
		SECTION 701 : FOUNDATIONS FOR STRUCTURES				
701.02		Excavation for structures				
701.02.01		Excavation of soft material situated in the following depth ranges:				
701.02.01.01	3038848	0 m up to 2 m vertical from natural ground level	m ³	200		
701.02.01.02	3038849	Exceeding 2 m up to 4 m vertical from natural ground level	m ³	100		
701.02.01.03	3038850	Exceeding 4 m up to 6 m vertical from natural ground level	m ³	50		
701.02.01.04	3038851	Exceeding 6 m up to 8 m vertical from natural ground level	m ³	20		
701.02.01.05	3038852	Exceeding 8 m up to 10 m vertical from natural ground level	m ³	10		
701.02.02		Extra over subitem 701.02.01 for excavation in hard material irrespective of depth	m ³	50		
701.05		Backfill to excavations utilizing -				
701.05.01		Material from the excavation compacted to -				
701.05.01.01	3038853	90% of modified AASHTO density	m ³	50		
701.05.01.02	3038854	93% of modified AASHTO density	m ³	300		
701.05.01.03	3038855	96% of modified AASHTO density	m ³	50		
701.05.02		Imported material compacted to -				
701.05.02.01	3038856	90% of modified AASHTO density	m ³	50		
701.05.02.02	3038857	93% of modified AASHTO density	m ³	100		
701.05.02.03	3038858	96% of modified AASHTO density	m ³	50		
103.01	3038859	Overhaul on material hauled outside the defined free-haul boundaries (Free-haul 1km)	m ³ - km	500		
	TOTAL CARRIED TO SUMMARY					

ITEM	Material number	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SERIES 7 : STRUCTURES				
		SECTION 702 : FALSEWORK, FORMWORK AND CONCRETE FINISH				
702.03		Formwork class F3 surface finish				
702.03.01		Single-surface formwork				
702.03.01.01	3038860	Plane, horizontal	m ²	20		
702.03.01.02	3038861	Plane, sloping	m ²	20		
702.03.01.03	3038862	Plane, vertical	m ²	50		
702.03.02		Double-surface formwork (both sides measured)				
702.03.02.01	3038863	Plane, horizontal	m ²	20		
702.03.02.02	3038864	Plane, sloping	m ²	40		
702.03.02.03	3038865	Plane, vertical	m ²	100		
	TOTAL CARRIED TO SUMMARY					

ITEM	Material number	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SERIES 7 : STRUCTURES				
		SECTION 703 : STEEL REINFORCEMENT FOR STRUCTURES				
703.04		Reinforcement for -				
703.04.01		Mild steel				
703.04.01.01		Bars with an 8 mm dia	t	0.2		
703.04.01.02		Bars with an 10 mm dia	t	0.2		
703.04.02		High-yield-stress steel				
703.04.02.01		Bars with an 10 mm dia	t	0.5		
703.04.02.02		Bars with an 12 mm dia	t	0.5		
703.04.02.03		Bars with an 16 mm dia	t	1		
703.04.02.04		Bars with an 20 mm dia	t	0.5		
	TOTAL CARRIED TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 7 : STRUCTURES				
	SECTION 704 : CONCRETE				
704.01	Cast in situ concrete				
704.01.01	Class 20/13 concrete for post and poles where instructed by Engineer	m ³	10		
704.01.02	Class 25/19 concrete for retaining wall structures and catchwater drains etc.	m ³	25		
704.01.03	Class 30/19 concrete for new jersey barriers etc.	m ³	25		
B704.02	Manufacture, transport and install of precast concrete members "Envirowall" or Similar approved retaining blocks				
B704.02.01	Blocks up to 2m High	no	750		
B704.02.02	Blocks > 2,0m ≤ 3,0m high	no	750		
B704.02.03	Blocks > 3,0m ≤ 4m high	no	250		
B704.02.04	Blocks > 4,0m ≤ 6m high	no	250		
B704.02.05	Blocks > 6m high	no	50		
B704.02.06	Base blocks	no	25		
B704.02.07	E/O for curved walls	no	150		
B704.02.08	E/O for coloured blocks	no	2500		
704.05	Cast in situ no-fines concrete				
704.05.01	NF 19 for retaining wall structures	m ³	50		
B704.08	Removal of retaining blocks				
B704.08.01	Removal and dispose of damaged blocks	no	100		
B704.08.02	Removal and reuse of blocks	no	100		
TOTAL CARRIED TO SUMMARY					

SUMMARY OF PRICING SCHEDULE		
SECTION	DESCRIPTION	AMOUNT
SERIES 0	GENERAL	
001	General Requirements and Charges	
SERIES 1	ANCILLARY WORK	
101	Clearing and Grubbing	
B107	Dayworks	
SERIES 5	DRAINAGE AND EROSION PROTECTION	
501	Subsurface drains and Drainage blankets	
505	Erosion protection	
SERIES 6	ROADS AND PARKING AREAS	
606	Asphalt base and surfacing	
607	Bituminous surface treatments	
609	Segmented paving	
610	Concrete Pavements	
611	Guardrails	
612	Traffic Signs	
B615	Bollards	
B616	Ballustrades	
SERIES 7	STRUCTURES	
701	Foundations for structures	
702	Falsework, Formwork and Concrete finish	
703	Steel reinforcement for structures	
704	Concrete	
TOTAL SCHEDULE OF PRICES		
Add 15% VAT		
CONTRACT PRICE CARRIED FORWARD TO FORM OF OFFER TOTAL OF BILL OF QUANTITIES TO BE ENTERED ON FORM C1.1 FORM OF OFFER AND ACCEPTANCE (INCLUSIVE OF VAT)		

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

CITY OF TSHWANE
REGIONAL OPERATIONS AND COORDINATION DEPARTMENT
REGIONAL TECHNICAL OPERATIONS COORDINATION DIVISION

CONTRACT NO: ROC 10 -2025/26

TENDER FOR MAINTENCE OF BALUSTRADES, BARRIERS, RETAINING WALLS, BOLLARDS, AND STEEL STRUCTURES, AS WELL AS UPDATING THE INVENTORIES ON THE STREET FURNITURE MANAGEMENT SYSTEM AS AND WHEN REQUIRED ON TENDERED RATES AND AVAILABLE BUDGET: 3 YEAR PERIOD

PORTION 2: CONTRACT PART C3: SCOPE OF WORK

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C3.1. DESCRIPTION OF THE WORKS

C3.1.1. Employer's Objectives

The Strategic pillars to be addressed are.

- A city that delivers excellent services and protects the environment.
- Provide sustainable service infrastructure and human settlement
- A city that keeps residents safe.

C3.1.2. Overview of the Site Location

Maintenance of balustrades, barriers, retaining walls, bollards, steel structures as well as updating the inventory on the street furniture management system in the City of Tshwane.

C3.1.3. Extent of the Works

Conventional and labour-intensive construction methods

The removal, installation, and maintenance of barriers, balustrades, bollards, steel structures and construction of retaining walls as detailed on drawings and in accordance with the Standard Specifications for Municipal Civil Engineering Works, Standard Construction Details and Design Standards for Roads and Stormwater Drainage Infrastructure (January 2014 or latest available), Construction Regulations 2014 or latest available, The Occupational health and Safety Act 1993 (Act 85 of 1993), and the South African Road Safety Manual.

- Maintenance of balustrades
- Maintenance of barriers
- Construction of retaining walls
- Maintenance of bollards
- Maintenance of steel structures
- The keeping of a safety plan in term of the Health and Safety Act & Construction Regulations.
- Inventory data collection and the updating of the existing management system

C3.1.4. 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 commence with physical work within 7-days upon receipt of a works order
- (c) The successful bidder is to submit works program within 3-days upon receipt of a works order
- (d) The successful bidder is to achieve at least 90% performance compliance with the works program at all times
- (e) 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
- (f) 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 further reserves the right to instruct the contractor in the other area to carry out work in the affected area.

C3.1.5. Location of the works

The location of the site consists of all seven Regions of the City of Tshwane

C3.1.6. Allocation of the works and Award Strategy

The intention is to appoint two highest-scoring bidders, as per location of works under clause C3.1.5 above, and the two bidders be subjected to market related price negotiation as per clause C3.1.7 below.

C3.1.7. Market Related Price Negotiation

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

C3.1.8. Bill of Quantities

The quantities set out in the Bill of Quantities are indicative quantities on past contracts and will only be used to provide a method to evaluate the bids and is not a true reflection of the actual expected 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 shall be based on the tendered unit rates and is subject to the availability of budget.

CITY OF TSHWANE
REGIONAL OPERATIONS AND COORDINATION DEPARTMENT
REGIONAL TECHNICAL OPERATIONS COORDINATION DIVISION

CONTRACT NO: ROC 10 -2025/26

TENDER FOR MAINTENCE OF BALUSTRADES, BARRIERS, RETAINING WALLS, BOLLARDS, AND STEEL STRUCTURES, AS WELL AS UPDATING THE INVENTORIES ON THE STREET FURNITURE MANAGEMENT SYSTEM AS AND WHEN REQUIRED ON TENDERED RATES AND AVAILABLE BUDGET: 3 YEAR PERIOD

C3.2. ENGINEERING

The drawings for signage of roads shall be number STD 0018 in the Roads and transport department: Standard construction details and design standards for roads and stormwater drainage infrastructure, (latest available) issued by the Divisional Head: Roads and Stormwater of the City of Tshwane. & South African Road Traffic Signs Manual According to the National Road Traffic Act, 1996 (Act 93 of 1996), Third Edition, 2012 and its Regulations of 2000 issued by the Director general of the Department of Transport. If any special requirements arise the designs will be provided, when necessary, by the REGIONAL OPERATIONS AND COORDINATION DEPARTMENT.

Where a contractor is requested to do supply a design of the works, he/she shall supply full working drawings.

The quantities provided on the bill are provision as the exact extent of work is rather impossible to determine and as such the final quantities for Payment will be based on work done on site.

CITY OF TSHWANE
REGIONAL OPERATIONS AND COORDINATION DEPARTMENT
REGIONAL TECHNICAL OPERATIONS COORDINATION DIVISION

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TENDER FOR MAINTENCE OF BALUSTRADES, BARRIERS, RETAINING WALLS, BOLLARDS, AND STEEL STRUCTURES, AS WELL AS UPDATING THE INVENTORIES ON THE STREET FURNITURE MANAGEMENT SYSTEM AS AND WHEN REQUIRED ON TENDERED RATES AND AVAILABLE BUDGET: 3 YEAR PERIOD

C3.3. PROCUREMENT

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

CITY OF TSHWANE
REGIONAL OPERATIONS AND COORDINATION DEPARTMENT
REGIONAL TECHNICAL OPERATIONS COORDINATION DIVISION

CONTRACT NO: ROC 10 -2025/26

TENDER FOR MAINTENCE OF BALUSTRADES, BARRIERS, RETAINING WALLS, BOLLARDS, AND STEEL STRUCTURES, AS WELL AS
UPDATING THE INVENTORIES ON THE STREET FURNITURE MANAGEMENT SYSTEM AS AND WHEN REQUIRED ON TENDERED
RATES AND AVAILABLE BUDGET: 3 YEAR PERIOD

C3.4. CONSTRUCTION

C3.4.1. WORKS SPECIFICATIONS

The applicable “Standard Specifications” shall be the General Conditions of Contract 2015, Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005, Standard Construction Details and Design Standards for Roads and Stormwater Drainage Infrastructure (latest available) issued by the Executive Director: Transport Infrastructure Design, Construction and Maintenance Division of the City of Tshwane Metropolitan Municipality, read together with the Particular Specifications.

The Standard Specifications have been written to cover all types of municipal civil engineering works, and it may therefore cover work not applicable to this contract.

The Particular Specifications together with the Drawings and Bill of Quantities clearly indicate the sections of the Standard Specifications which apply to this contract.

Section C3.6 covers references to the Particular Specifications in the Standard Specifications as well as variations and additions to the Standard Specifications.

Section C3.7 covers corrections and amendments to the Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005

C3.4.2. Contractor’s Employees

1. MINIMUM EMPLOYMENT CONDITIONS FOR CONVENTIONAL CONSTRUCTION WORKS

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

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

Contractors shall also take in considerations the clauses of the Government Gazette 39293 of 16 October 2015 regarding Bargaining Council for Civil Engineering Industry: Extension of Conditions of Employment amending collective agreements to non-parties.

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

1.1. Employment contracts

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

1.2. Normal working hours

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

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

No work or lane closures shall be permitted in the CBD between 06:00 to 08:30 and 15:30 to 18:00 on Mondays to Fridays and between 06:00 to 14:00 on Saturdays unless approved by the Engineer. No work will be permitted after hours except for emergency work as directed by the Engineer.

1.3. Minimum wages

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

Overtime pay shall be 1.5 times the ordinary wage.

An employee shall be paid fortnightly.

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

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

Task Grade	Hourly Rate as per promulgation date up to 31 August 2025	Hourly Rate from 1 September 2025 to 31 August 2026 (increase at 6.5%)	Hourly Rate from 1 September 2026 to August 2027
1	R51,00	R54,32	R57,85
2	R52,20	R55,59	R59,21
3	R53,65	R57,14	R60,85
4	R55,66	R59,28	R63,13
5	R63,02	R67,12	R71,48
6	R71,58	R76,23	R81,19
7	R81,97	R87,30	R92,97
8	R91,91	R97,88	R104,25
9	R103,38	R110,10	R117,26

1.4. Short time (excluding short time due to inclement weather)

When an employee arrives late for work or taking an afternoon off, the hours not worked shall be deducted from the daily wage calculation.

1.5. Short time resulting from inclement weather

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

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

1.6. Vacation leave

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

1.7. Family responsibility leave

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

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

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

1.8. Maternity leave

At least four (4) months unpaid leave.

1.9. Sick leave

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

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

1.10. Piece work

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

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

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

2. EMPLOYMENT CONDITIONS FOR LABOUR INTENSIVE WORKS AND CONSTRUCTION

This project is a convention method based; the following labour-intensive condition will apply if we specify for some item that they should be done by labour intensive methods.

The Ministerial Determination 4, Expanded Public Works Programme (revised 2012) issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour as reproduced below, shall apply to works described in scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers. The Ministerial Determination must be read in conjunction with the Code of Good Practises for the Expanded Public Works Programme as published in Government Notice No R64 of 25 January 2002.

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

2.1. Terminology

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

- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

2.2. Terms of Work

2.2.1. Workers on a EPWP are employed on a temporary basis or contract basis.

2.3. Normal Hours of Work

2.3.1. An employer may not set tasks or hours of work that require a worker to work:

- (a) more than forty hours in any week;
- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.

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

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

2.4. Meal Breaks

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

2.4.2. An employer and worker may agree on longer meal breaks.

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

2.4.4. A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

2.5. Special Conditions for Security Guards

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

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

2.6. Daily Rest Period

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

2.7. Weekly Rest Period

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

2.8. Work on Sundays and Public Holidays

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

2.8.2. Work on Sundays is paid at the ordinary rate of pay.

2.8.3. A task-rated worker who works on a public holiday must be paid

- (a) the worker’s daily task rate, if the worker works for less than four hours;
- (b) double the worker’s daily task rate, if the worker works for more than four hours.

2.8.4. A time-rated worker who works on public holiday must be paid.

- (a) the worker’s daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) double the worker’s daily rate of pay, if the worker works for more than four hours on the public holiday.

2.9. Sick Leave

2.9.1. Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

2.9.2. A worker who is unable to work on account of illness or injury is entitled to claim one day’s sick leave for every full month that the worker has worked in terms of a contract.

2.9.3. A worker may accumulate a maximum of twelve days’ sick leave in a year.

2.9.4. Accumulated sick-leave may not be transferred from one contract to another contract.

2.9.5. An employer must pay a task-rated worker the worker’s daily task rate for a day’s sick leave.

2.9.6. An employer must pay a time-rated worker the worker’s daily rate for a day’s sick leave.

2.9.7. An employer must pay a worker sick pay on the worker’s usual payday.

2.9.8. Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

- (a) absent from work for more than two consecutive days; or
- (b) absent from work on more than two occasions in any eight-week period.

2.9.9. A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

2.9.10. A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Disease Act.

2.10. Maternity Leave

2.10.1. A worker may take up to four consecutive month's unpaid maternity leave.

2.10.2. A worker is not entitled to any payment or employment-related benefits during maternity leave.

2.10.3. A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

2.10.4. A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

2.10.5. A worker may begin maternity leave:

- (a) four weeks before the expected date of birth; or
- (b) on an earlier date:
 - i. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - ii. if agreed to between employer and worker; or
- (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

2.10.6. A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

2.10.7. A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

2.11. Family Responsibility Leave

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

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of-

- i. the employee's spouse or life partner;
- ii. the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

2.12. Statement of Conditions

2.12.1. An employer must give a worker a statement containing the following details at the start of employment –

- (a) the employer's name and address and the name of the EPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the EPWP.

2.12.2. An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

2.12.3. An employer must supply each worker with a copy of these conditions of employment.

2.13. Keeping Records

2.13.1. Every employer must keep a written record of at least the following –

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.

2.13.2. The employer must keep this record for a period of at least three years after the completion of the SPWP.

2.14. Payment for the Labour Intensive Component of the Works

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

2.14.1. An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

2.14.2. A worker may not be paid less than the minimum EPWP wage rate of R63.18 per day or per task. This will be adjusted annually on the 1st of November in line with inflation (available CPI as provided by StatsSA six (6) weeks before implementation).

2.14.3. A task-rated worker will only be paid for tasks that have been completed.

2.14.4. An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

- 2.14.5. A time-rated worker will be paid at the end of each month.
- 2.14.6. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 2.14.7. Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (c) in a sealed envelope which becomes the property of the worker.
- 2.14.8. An employer must give a worker the following information in writing –
- (a) the period for which payment is made;
 - (b) the numbers of tasks completed or hours worked;
 - (c) the worker's earnings;
 - (d) any money deducted from the payment;
 - (e) the actual amount paid to the worker.
- 2.14.9. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 2.14.10. If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

2.15. Deductions

- 2.15.1. An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 2.15.2. An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 2.15.3. An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 2.15.4. An employer may not require or allow a worker to –
- (a) repay any payment except an overpayment previously made by the employer by mistake;
 - (b) state that the worker received a greater amount of money than the employer actually paid to the worker;
 - or
 - (c) pay the employer or any other person for having been employed.

2.16. Health and Safety

2.16.1. Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

2.16.2. A worker must –

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the EPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

2.17. Compensation for Injuries and Diseases

2.17.1. It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

2.17.2. A worker must report any work-related injury or occupational disease to their employer or manager.

2.17.3. The employer must report the accident or disease to the Compensation Commissioner.

2.17.4. An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

2.18. Termination

2.18.1. The employer may terminate the employment of a worker for good cause after following a fair procedure.

2.18.2. A worker will not receive severance pay on termination.

2.18.3. A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the manager the employer in advance to allow the employer to find a replacement.

2.18.4. A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available of the balance for the 24-month period.

2.18.5. A worker who does not attend required training events, without good reason will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

2.19. Certificate of Service

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

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

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

3.1. Requirements for the Sourcing and Engagement of Labour

- 3.1.1. Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour– Part 5, 1st edition, 2002.
- 3.1.2. Tasks established by the contractor must such that:
 - (a) the average worker completes 5 tasks per week in 40 hours or less; and
 - (b) the weakest worker completes 5 tasks per week in 55 hours or less.
- 3.1.3. The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 3.1.2.
- 3.1.4. The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - (a) where the head of the household has less than a primary school education.
 - (b) that have less than one full time person earning an income.
 - (c) where subsistence agriculture is the source of income.
 - (d) those who are not in receipt of any social security pension income.
- 3.1.5. The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
 - (a) 60% woman.
 - (b) 20% youth who are between the ages of 18 and 35; and
 - (c) 2% on persons with disabilities.

3.2. Specific Provisions Pertaining to SANS 1914-5

3.2.1. Definitions

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

3.2.2. Contract participation goals

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

3.2.3. Terms and conditions for the engagement of targeted labour

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

3.2.4. Variations to SANS 1914-5

- (a) The definition for net amount shall be amended as follows:
 - i. Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
 - ii. The schedule to reflect the status of targeted labour as women, youth and persons with disabilities and the number of formal training provided to targeted labour.

3.3. Training of Targeted Labour

- 3.3.1. The contractor shall provide all the necessary **Bold** Accredited training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- 3.3.2. The cost of the formal training of targeted labour, shall be measured and paid for this contract document.
- 3.3.3. The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked. Training program shall be submitted to the engineer for approval.
- 3.3.4. An allowance equal to 100 % of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 4.3.3 above.
- 3.3.5. This training should take place as close to the project site as practically possible. The City of Tshwane will ensure that training arrangements for participants are in place and appointment of the training provider facilitated in time.
- 3.3.6. The project Manager and Consulting Engineer shall approve the training provided prior to commencement of training
- 3.3.7. Proof of compliance with the requirements of 4.3.2 to 4.3.4 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

C3.4.3. COMMUNITY LIAISON OFFICER

- 1.1. The successful tenderer shall abide by the approved council policy framework on the recruitment of expanded public works program (EPWP) beneficiary including the hiring of the community Liaison Officer (CLO)
 - (a) A Community Liaison Officer (CLO) for liaison with the recipient community, who as part of his/her duties will also act as a Labour Desk Officer (LDO) for labour recruitment.
- 1.2. The CLO shall attend all site and other meetings concerning the project.
- 1.3. The agreement shall make provision for the payment by the Contractor to the CLO a maximum amount calculated as follow
 - Wage per month = CoT's First notch Task -T5
 - (Prior to deductions) monthly notch
 - The City of Tshwane's minimum Task- T5
- 1.4. Only one CLO shall be appointed per project. If the project spans over more than one Ward, the relevant Ward Councillors shall agree on one CLO to be appointed by the Contractor. Should no agreement be found as envisaged, the relevant Project Manager, together with the General Manager: Integrated Community Development, or their nominees, will interview prospective appointees and in their discretion appoint such CLO.
- 1.5. Notwithstanding the above, if the vastness of the project requires the use of more than one CLO, this will be permitted provided that the total monthly sum paid to all CLO's shall not exceed the amount allowed for in paragraph 4.
- 1.6. Should the Contractor experience any difficulties with the community, these difficulties shall immediately be brought to the attention of the Department/Project Manager who shall arrange a meeting with the relevant Ward Councillor(s) and the CLO to resolve such difficulties.
- 1.7. The main Contractor shall ensure that any Sub-Contractor he may appoint shall adhere to these conditions but also subject to the proviso's applicable to the duration of such sub-contract.
- 1.8. Should any of the above conditions be less favourable than any Bargaining Council Agreement or Act applicable to the Contractor, the more favourable condition will apply.

C3.4.4. SITE ESTABLISHMENT

1. CONTRACTOR'S CAMP SITE

The contractor shall provide a suitable site for his camp and for accommodating the work force. The choice of the site for the establishment of the camp, offices and the layout thereof, shall be approved.

The camp site shall be cleared and grubbed and properly fenced with a security fence around the perimeter. The Contractor is to provide his own security at the camp or on the site if required, at his own expense.

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

2. WATER SUPPLY

The Contractor shall make his own arrangement for potable and construction water.

3. POWER SUPPLY

The Contractor shall make his own arrangements.

4. ABLUTION FACILITIES

The Contractor shall, at each construction area, provide sufficient portable chemical latrine units. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the approval of the engineer. No separate payment shall be made for this requirement, and the costs thereof shall be deemed to be included in the rates.

5. CELLULAR TELEPHONE / MOBILE DEVICE

It is a requirement of the contract that the contractor shall equip his Construction Manager and supervisors with a cellular telephone for effective communication between the contractor's supervisory personnel and the engineer's supervisory staff. A mobile device is required for each team to capture and update the inventory. All costs associated with the provision of cellular telephones or mobile devices for the contractor's personnel shall be deemed to be included in the tendered rates.

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C3.5. MANAGEMENT

6. CONSTRUCTION PROGRAMME

The Contractor shall submit an annual construction programme during the beginning of each financial year based on the budget that will be allocated.

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.

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 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.

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.

7. SEQUENCE OF THE WORKS

The sequence of works must be carried out according to the job cards issued. Should there be higher priorities than the earlier work orders can be delayed as agreed by the Engineer.

8. ACCOMMODATION OF TRAFFIC

The following contain the Employer's general requirements for accommodating the traffic during construction:

The travelling public shall have the right of way on public roads and the contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

Failure to maintain road signs, warning signs, etc, in a good condition shall constitute ample reason for the engineer to bring the works to a stop until the road signs, etc, have been repaired to his satisfaction.

The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual Volume 2 Chapter 13 of the June 1999 edition. This document is obtainable free of charge on the website www.sartsma.co.za.

The contractor shall submit proposals in connection with directional signs to the engineer for approval prior to construction.

Sufficient signage shall be provided, erected and relocated as necessary by the contractor to reroute traffic onto the deviations.

Apart from the through traffic in the town that will be deviated along routes identified, it shall be noted that vehicle owners in a street link or links must still have daily access to their properties. The contractor will have to provide access and he must accept some disruption to his works, for giving access to these vehicles.

Special requirements for accommodation of traffic

The contractor must adhere to the following special requirements with respect to the accommodation of traffic:

(a) Site personnel

The contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the engineer, ineffective shall be immediately replaced by the contractor.

(b) Failure to comply with provisions

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the travelling public, accommodation of traffic, plant and personnel in accordance with these specifications or as

required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

A fixed penalty of R5 000,00 per occurrence shall be deducted for every occurrence of non-compliance with any of the requirements of this specification with respect to the accommodation of traffic.

In addition, a time-related penalty of R500, 00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after the engineer has given an instruction to this effect. The engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

(c) Road signs and barricades

The contractor shall be responsible for the protection and maintenance of all signs and shall at his own cost replace any that have been damaged, lost, or stolen.

All temporary road signs required to remain in position for some time shall be pole mounted as shown on the drawings. All temporary road signs required to be moved more often shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included in the tendered rates for the various types of temporary road signs. The covering of permanent road signs, if applicable, shall be by utilizing a hessian bag that shall be pulled over the sign in the form of a hood and fastened to the signposts. Plastic bags or other materials and fastened by means of adhesive tape shall not be permitted. The cost of covering of permanent road signs shall be included in the tendered rates.

(d) Channelization devices and barricades

The use of drums as channelization devices shall not be permitted.

Delineators shall:

- i. comply with the manufacturing and reflective requirements of the SARTSM and the blades shall be reversible with dimensions as indicated on the drawings;
- ii. have smooth and round edges and be mounted on a post and base. All components shall be of durable plastic material;
- iii. have the lower edge of the reflective part of the delineator mounted not lower than 200mm above the road surface;
- iv. be capable of withstanding the movement of passing vehicles and gusting winds up to 60 km/h in typical working conditions without falling over. To achieve this, the base shall be at least 0,18 m² and ballasted by sandbags with sand;
- v. together with its mounting be designed such that it will collapse in a safe manner under traffic impact.
- vi. Traffic cones manufactured in a fluorescent red-orange or red plastic material may be used only at short term lane deviations during daylight. Cones shall not be used on their own but shall be interspersed with delineators at a ratio not exceeding 3:1. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night-

time shall be demarcated by delineators only.

(e) Warning devices

All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant before being allowed onto the site shall obtain a clearance permit from the engineer.

i. Vehicle mounted flashing lights

Rotating lights shall have an amber lens of minimum height of 200 mm and shall be mounted in such a way as to be highly visible from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic

All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be highly visible and operated continuously while the vehicles are manoeuvring in or out of traffic or are traveling or parked alongside roads open to public traffic.

Rotating lights and the "construction vehicle" signs on the contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The contractor shall apply and maintain lights together with temporary mounting brackets, to the approval of the engineer. Vehicles and plant that do not comply with these requirements shall be removed from the site.

ii. Sign mounted flashing lights

Two amber flashing lights shall be vertically mounted on top of the traffic signs at each end of each traffic accommodation section as shown on the drawings. The lights shall be operated during the hours of darkness.

(f) Other traffic control measures ordered by the engineer

The engineer may instruct the contractor to provide any other road sign, reflective tape, etc not measured in standard pay items. Such road signs shall conform to the requirements of the SARTSM, or specification provided by the engineer. Similarly, in order to ensure that the traveling public is kept fully informed and warned on matters relating to the accommodation of traffic, construction sign posting and the effect of the construction on the free flow of traffic through the site, the engineer may arrange for advertising in the press and/or for other forms of publicity.

(g) Flagmen

Flagmen shall be provided where shown on the drawings or required by the specification. No flagman shall be on duty for a period of more than 10 hours per day.

Flagmen shall be adequately trained in the standard flagging techniques as described in the SARTSM (refer to figure 13.23 of detail 13.23.1) and be provided with conspicuous clothing such as safety jackets utilizing retro-reflective and / or fluorescent panels in red, yellow and / or white.

Flagmen shall have in their possession, always, certification that they have attended and passed an accredited course in flagging techniques before being allowed onto the construction site.

Flags shall be made from bright red or red-orange material and shall be square with a minimum side length of 600 mm. The flag shall be attached to a staff at least 1,0 m in length.

In terms of lateral clearance and safety, flagmen shall stand on the shoulder of the lane of traffic that is being controlled and under no circumstances shall flagmen be permitted to stand within the traffic lane. In order to obtain maximum visual impact for the traveling public, flagmen shall stand-alone.

9. EXTENSION OF TIME ON ACCOUNT OF ABNORMAL RAINFALL

Extension of time will be granted as prescribed in Section C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT, clause 5.12

10. ENVIRONMENTAL REQUIREMENTS

The Contractor shall take every precaution to avoid damage to grass and shrubs within the road reserve. Any damage or sign of paint on sidewalks shall be cleaned before the sites are certified in order by the Quality Manager. A penalty of R 5 000 per occurrence shall be liable.

Should it be clear that the Works would not meet the required level of performance at any of the inspection dates; the Contractor must rectify the shortcomings when instructed by the Engineer.

11. PENALTIES

Non-Performance

Work Orders

NON-PERFORMANCE PENALTIES		
Type of work	Maximum period allowed for completion	Non-Performance penalty applicable per calendar day
Normal planned maintenance	21 days	R 1 000 per day
Special work orders	7 days	R 2 000 per day
Critical work	24 hours	R 5 000 per day
Critical work (custom designed)	48 hours	R 5 000 per day

Faulty Workmanship

NON-PERFORMANCE PENALTIES		
Type of work	Description	Non-Performance penalty applicable
All work orders	Poor workmanship	R2000 per occurrence

Environmental

NON-PERFORMANCE PENALTIES		
Type of work order	Description	Non-Performance penalty applicable
All work orders	Damage to vegetation sidewalks and private property.	R 5 000 per occurrence

Traffic Accommodation

NON-PERFORMANCE PENALTIES		
Type of work order	Description	Non-Performance penalty applicable
All work orders	Traffic Accommodation as per SARTSM Vol. 2 Chapter 13	R 5 000 per occurrence, All work to be stopped until all remedial measures are in place in accordance with specifications
All work orders	Site staff not wearing suitable protective or retro-reflective clothing	R2 000 per occurrence

Invoicing and report submissions

NON-PERFORMANCE PENALTIES		
Type of work order	Due date	Non-Performance penalty applicable per calendar day
All work orders	Within 30 days of completion	R 1 000
All work orders	Any corrections on invoice to be rectified and re-submitted within 7 days	R 2 000
All work orders and reports including safety files and monthly progress reports	To be submitted or updated on a monthly basis (once a month on a specified date)	R 1 000
EPWP Report	To be submitted with all relevant information or updated on a monthly basis (once a month on a specified date)	R 1 000

CITY OF TSHWANE
REGIONAL OPERATIONS AND COORDINATION DEPARTMENT
REGIONAL TECHNICAL OPERATIONS COORDINATION DIVISION

CONTRACT NO: ROC 10 -2025/26

TENDER FOR MAINTENCE OF BALUSTRADES, BARRIERS, RETAINING WALLS, BOLLARDS, AND STEEL STRUCTURES, AS WELL AS UPDATING THE INVENTORIES ON THE STREET FURNITURE MANAGEMENT SYSTEM AS AND WHEN REQUIRED ON TENDERED RATES AND AVAILABLE BUDGET: 3 YEAR PERIOD

(a)

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

PROJECT SPECIFICATION AND SPECIAL PROVISIONS

The project specifications form an integral part of the Standard Specifications and should be read together. In case of discrepancies the project specifications will take precedence.

SERIES 0: GENERAL

SECTION 001: GENERAL REQUIREMENTS AND CHARGES

01 SCOPE

Add the following:

All costs related to general requirements and charges shall be borne by the contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the bill of quantities. No separate payment will be made by the employer to the contractor of any items listed under series 001, except for the following:

- Provision of a Safety Officer
- Community Liaison Officer

12 SERVICES REQUIRED BY CONTRACTOR

Add the following:

Daily records:

The contractor shall provide the Employer with a completed job card as requested by the Employer complete with all information such as dates, location, quantities, weather condition, detailed sketches of the road signs and digital photographs

The "Quality Manager" shall inspect all the works within 48 hours and certify and sign the job cards to certify the signs to be in order or to identify defects and faulty workmanship to be reported immediately for urgent remedial measures.

No payment shall be made without signed job cards, sketch plans and digital photographs as instructed or requested by the Employer.

31 MEASUREMENT AND PAYMENT

Change pay items 001.04 with the following:

Item		Unit
B001.04.04	Provision of a safety officer (full time)	per month (month)

The unit of measurement shall be per month for provision of a full-time safety officer for actual months worked.

The monthly payment shall include full compensation for the provision of a competent and experienced safety officer, full-time, for the duration of the maintenance work. Payment will only be made in months as and when work is done for the duration of the maintenance tender. The contractor shall be paid for only one safety officer irrespective of the number of Areas awarded to the contractor.

Item 001.05: Community Liaison Officer

Replace pay items 001.05 with the following:

Item		Unit
B001.05	Community Liaison Officer	Per Month (pm)

The unit rate for community liaison officer is monthly and will be only payable for actual months worked when required by the Employer's Agent

The monthly rate shall include full compensation for the appointment of a community liaison officer for the duration of the works when needed. Payment shall be made in equal monthly instalments, spread over the tendered completion period, upon proof of payment to the Community Liaison Officer, excluding escalation. Rate will be the City of Tshwane's minimum T5-level monthly notch. If a CLO is not employed for an entire month the salary will be paid proportional for the number of days employed.

Item B001.06: Essential and unforeseen

Add pay item 001.06 to section 001:

Item		Unit
B001.06.01	Supply of Essential and unforeseen material	Prov Sum

The payment for work carried out under provisional sum items for essential and unforeseen shall be the approved quotation restricted to the maximum amount specified in the bill of quantities.

The contractor shall submit a minimum of three quotations to the employer’s agent for approval before commencement of work. The quotations submitted for essential and unforeseen must meet the Employer’s approval. The Employer’s Agent reserves the right to contact the Supplier directly to clarify any discrepancies identified in the quotations. Where the contractor is unable to secure a minimum of three quotations required, they must submit a sworn affidavit from the local police station to which the Group head (Regional Operations Coordination) shall make the final approval.

Item	Unit
B001.06.02	Percentage on item B001.06 for charges and profit (10% max)

The unit of additional payment for charges and profit on item B001.06.01 shall be percentage as given in the bill of quantities, restricted to the maximum of 10%.

The contractor shall submit a minimum of three quotations to the employer’s agent for approval before commencement of work. The quotations submitted for essential and unforeseen must meet the Employer’s approval. The Employer’s Agent reserves the right to contact the Supplier directly to clarify any discrepancies identified in the quotations. Where the contractor is unable to secure a minimum of three quotations required, they must submit a sworn affidavit from the local police station to which the Group head (Regional Operations Coordination) shall make the final approval.

SERIES 1: ANCILLARY WORK

SECTION 101: SITE CLEARING AND GRUBBING

11 MEASUREMENT AND PAYMENT

Item 101.05 Removal and Disposal of specific elements

Replace pay items 101.05.02 with the following:

Item	Unit
B101.05.02	Concrete or brick elements
	m ² (square metre)

The unit of measurement shall be the actual square meters of existing concrete or brickwork broken out, removed and disposed of. Dimensions in determining the square meters are to be confirmed on site by the Engineer or his representative before the work commences.

The tendered rate shall include full compensation for demolishing, removing, uplifting, transporting, the disposal of material to a dump site and the backfilling and finishing off of the excavation to the satisfaction of the Engineer.

Add the following section 107 Dayworks to Series 1 Ancillary works:

SECTION B107: DAYWORKS

01 SCOPE

This section covers the listing of Dayworks items in accordance with Conditions of Contract Clause 6.5, for the use in determining payment for work which cannot be quantified in specific units in the schedule of quantities, or work ordered by the Employer's Agent during construction period which was not foreseen at bid stage and for which applicable rate exist in the schedule of quantities.

02 GENERAL

No Dayworks shall be undertaken unless written authorization has been obtained from the Employer's Agent.

03 MEASUREMENT AND PAYMENT

Item		Unit
B107.01	Normal working hours	
B107.01.01	Unskilled labour	h (hour)
B107.01.02	Skilled labour	h (hour)
B107.02	Extra-over item B107.01 for charges and overheads	
B107.02.01	Unskilled labour	% (percentage)
B107.02.02	Skilled labour	% (percentage)
B107.03	Construction Equipment	
B107.03.01	Truck up to 4 ton including driver	h (hour)
B107.03.02	TLB Backhoe loader (Mass 7 – 8 ton)	h (hour)
B107.03.03	Generator (15kVA)	h (hour)
B107.03.04	Pedestrian roller (500 - 550kg, width 390mm)	h (hour)
B107.03.05	Pedestrian roller (1000 - 1500kg, width 900mm)	h (hour)
B107.03.06	Compressor (185 cfm) including 2 drills and hoses	h (hour)
B107.03.07	Arc Welder (200amh) with generator	h (hour)
B107.03.08	Angle Grinder	h (hour)
B107.03.09	Drill	h (hour)

The Contractor is also referred to Clause 6.5 of the Conditions of Contract regarding Dayworks.

Personnel during normal working hours

The unit rate for item B107.01 shall be the hour for the labourer. The labour charges to be reimbursed under the Dayworks item B107.01 in the Schedule of Quantities shall be the actual amount of wages paid to labourers, employed

on Dayworks with the authorisation of the Employer’s Agent. The labour charges will be paid only for the time that the workmen are actually so employed on Dayworks.

Leave pay, bonuses, subsistence, allowances, employer’s contribution to medical schemes and provident funds and the like shall not be included in the above-mentioned labour charges but will be deemed to be covered by the percentage rate tendered by the Contractor against item B107.02 scheduled for this purpose under Dayworks in the Schedule of Quantities.

The unit rate for item B107.02 shall be the percentage extra over for the labourer. This percentage rate shall also be deemed to allow for the use of small tools, supervision, insurances, overhead expenses, transport of workmen, housing and feeding (if the liability of the contractor), profit and any other expenses in connection with workmen employed on Dayworks and shall also include for everything else covered under the allowance as stated in Clause 6.5 of the Conditions of Contract.

Construction Equipment

The unit rate for item B107.03 shall be per hour for the use of item B107.03.01 to B107.03.03. The rates tendered for the hire of equipment shall be the total of all-inclusive unit prices which shall include, inter alia for all fuel and lubricants; for the wages of operators, equipment, and everything else necessary; for all depreciation, maintenance, and repair costs; for overhead expenses, profit and for everything in accordance with Clause 6.5 of the General Conditions of Contract.

The rates shall be paid only for the time that the equipment is actually working on the Dayworks as authorised by the Employer’s Agent

SERIES 6: ROADS AND PARKING AREAS

SECTION 607: BITUMINOUS SURFACE TREATMENTS

16 MEASUREMENT AND PAYMENT

(b) Add the following to pay items to section 607 Bituminous surface treatment:

Item		Unit
B607.11	Supply and installation of “Freysinnet” or similar Approved rumble strips (100mmx1000mm)	
B607.11.01	9.5mm aggregate	no (number)
B607.11.02	13.2mm aggregate	no (number)
B607.11.03	19.0mm aggregate	no (number)

The unit of measurement shall be the number of rumble strips installed.

The tendered rates shall include full compensation for supplying, and erecting of rumble strips in final position.

SERIES 6: ROADS AND PARKING AREAS

SECTION 609: SEGMENTED PAVING

01 SCOPE

This section covers the paving of roads, parking areas, sidewalks, etc, with individual paving units laid closely together to form a segmented pavement. Paving units can be precast concrete segmental blocks and precast concrete paving slabs. The latter are used for pedestrian and cycle traffic only.

07 MEASUREMENT AND PAYMENT

Change item 609.01 description of section 609: Segmented paving to the following:

Item		Unit
B609.01	Re-instatement and construction of segmental Block paving made from-	
609.01.01	50mm (200x100) Grey bevel type S-A pavers, class 25, in accordance with the Typical Standard Details of Tshwane Drawing STD 008	m ² (square metre)
609.01.02	80mm (200x100) Interlocking type S-B pavers, class 25, in accordance with the Typical Standards details of the City of Tshwane Drawing STD 008 and STD 015	m ² (square metre)

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

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

Change item 609.03 description of section 609: Segmented paving to the following:

Item		Unit
B609.03	Re-instatement and construction of edge restraints with:	

Add the following to pay items to B609.03:

B609.03.01.01	Figure 3 Precast concrete kerb, According to Drawing no STD 007	m (metre)
B609.03.01.02	Figure 7 Precast concrete kerb, According to Drawing no STD 007	m (metre)

The unit of measurement shall be the meter of edge restraint constructed to the details shown on the drawings. Kerbing, channelling and structures will not be classified as edge restraints for the purposes of this pay item.

The tendered rates shall include full compensation for excavation and backfill, bedding, formwork, concrete, joints, and the disposal of excavated surplus material.

SERIES 6: ROADS AND PARKING AREAS

SECTION 610: CONCRETE PAVEMENTS

13 MEASUREMENT AND PAYMENT

Change pay_item 610.01 description of section 610: Concrete pavement to the following:

Item	Unit
B610.01 Re-instatement and construction of concrete pavement	
<u>Add</u> the following to pay items to B610.01:	
B610.01.01 100mm thick with Class 25 / 19 concrete and U2 concrete finish in accordance to Drawing STD 008	m ² (square)
B610.01.02 125mm thick vehicle entrances with Class 25 / 19 concrete and U2 finish in accordance to Drawing STD 008	m ² (square)

The unit of measurement shall be the square meter of pavement placed and finished in accordance with the Specifications and Project Specifications. No additional payment over the tendered rate shall be made for any pavement with an average thickness in excess of that shown on the Drawings. The quantity shall be calculated from the authorized dimensions of the completed pavement surface, except when the Drawings show or the Engineer requires local deviations from the specified thickness. The volume of the concrete, in such cases, shall be converted into an equivalent area in square meters based on the specified thickness of the slab.

The tendered rate shall include full compensation for procuring and furnishing all materials, the storage of materials, provision of all plant, determining mix proportions, for mixing, transporting, placing and finishing of the concrete, including formwork, repairs to defective surfaces, grinding and retexturing if required, repairing joints and cracks, protecting the pavement against damage, construction joints and for process control.

SERIES 6: ROADS AND PARKING AREAS

SECTION 611: GUARDRAILS

06 MEASUREMENT AND PAYMENT

611.01 Guardrails on timber posts

(c) Add the following to pay items to section 611 Guardrails of 611.01 Guardrails on timber posts:

Item	Unit
B611.01.03 Double Galvanized on 2.4m timber posts	m (metre)
B611.01.04 Triple Galvanized on 2.4m timber posts	m (metre)
B611.01.05 Back to Back Galvanized	m (metre)

The unit of measurement shall be the meter of guardrail as erected, excluding end units.

The tendered rates shall include full compensation for furnishing all plant, materials and labour, for erecting the guardrails complete with posts, spacer blocks, bolts, nuts, washers and reinforcing plates, for excavating and backfilling post holes, for providing and mixing cement with the backfill material and for removing surplus excavated material.

611.02 Guardrails on steel posts

Add the following pay item:

Item		Unit
B611.02.03	Double Galvanized (H-section pole on concrete)	m (metre)

The unit of measurement shall be the metre of guardrail as erected, excluding end units.

The tendered rates shall include full compensation for furnishing all plant, materials and labour, for erecting the guardrails complete with posts, spacer blocks, bolts, nuts, washers and reinforcing plates, for excavating and backfilling post holes, for providing and mixing cement with the backfill material and for removing surplus excavated material.

611.04 End units

Add the following pay item:

Item		Unit
B611.04.04	Bull nose	no (number)
B611.04.05	Concrete barrier backing plate	no (number)
B611.04.06	Concrete barrier anchor plate	no (number)
B611.04.07	Concrete barrier Cleat attachment	no (number)

The unit of measurement shall be the number of end units of each type erected.

The tendered rates shall include full compensation for all labour, plant and materials required to install the end units as shown on the Drawings, including bolts & nuts, fittings, drilling of concrete and the removal of spoil.

611.05 Additional guardrail posts

Add the following pay item:

Item		Unit
B611.05.03	Galvanized H-steel section for double guardrail	no (number)
B611.05.04	Galvanized steel post at kerb inlets	no (number)
B611.05.05	Custom designed and manufactured galvanized steel post not specified in drawings	m (metre)

(152mm x 152mm x 29.8kg/m H-section)

The unit of measurement for guardrail posts erected over and above the normal spacing shown on the Drawings shall be as shown completed in place.

The tendered rate shall include full compensation for supplying all materials, tools and labour required to manufacture, galvanize and fix the posts in position.

611.06 Reflector plates only

Change pay item 611.06 description of section 611: Guardrails to the following:

Item		Unit
B611.06	Reflector plates (High intensity prismatic reflective material)	no (number)

The unit of measure for reflector plates shall be number complete in place.

The tendered rate shall include full compensation for supplying reflector plates, tools and labour required to fix the reflector plates in position.

(d) Add the following pay item to section 611 Guardrails:

B611.10 Installation of bolts and nuts and timber blocks only

Item		Unit
B611.10.01	Galvanized M16 x 350mm splice bolt with reinforcing plate, nut and washers.	no (number)
B611.10.02	Galvanized M16 post bolt with nut and washers	no (number)
B611.10.03	Timber blocks	no (number)

The unit of measure shall be number complete in place.

Payment will only be made where the engineer instruct the contractor to replace missing or old and or defective material.

The tendered rate shall include full compensation for removal of old material and the supplying of all new materials, tools and labour required to fix the Splice bolts, post bolts and timber blocks in position.

Add the following pay items:

Item		Unit
B611.11	Re-alignment of existing guardrail.	m (metre)

The unit of measurement shall be the meter of guardrail re-aligned, including the end units.

The tender rate shall only be paid where the engineer instruct the contractor to re-align an existing guardrail, no payment shall be made for re-alignment of newly installed guardrail.

The tendered rates shall include full compensation for furnishing all plant, materials and labour, and for realigning the guardrail, complete with posts, spacer blocks, bolts, nuts, washers and reinforcing plates, for excavating and backfilling post holes, including concrete backfill, and for removing surplus excavated material.

Item		Unit
B611.12	Extra Over (E/O) for installation of timber posts in hard material.	no (number)

The unit of measurement shall be the number of timber posts erected in hard material.

The tendered rates shall include full compensation for supplying, excavating, backfilling and erecting timber posts in hard material. Hard material to be according to classification in series 2 section 202.

SERIES 6: ROADS AND PARKING AREAS

SECTION 612: TRAFFIC SIGNS

Add the following to Section 612 of the Standard Specifications for Municipal Engineering Works, Third Edition 2005 with the following.

01 SCOPE

Replace Paragraph 01 with the following:

This section covers the supply, permanent installation, removal, and maintenance of uniform traffic signs as and when required by the Engineer.

All devices shall be of the standard regulatory, warning, street name, guidance, information, special events and tourism signs as detailed on the drawings and in accordance with the SADC Road Traffic Signs Manuals and South African Road Traffic Signs Manual as well as other unique signs as specified for special and world status events as required by the Engineer.

02 MATERIALS

Add the following to item 02:

The Contractors, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the Engineer with certificates showing that the materials do so comply. Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the Engineer's office on the Site free of charge.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the Engineer.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the Contractor shall be new and unused.

Earth, stone, gravel, sand, and all other materials excavated or present on the site or in borrow areas provided by the Employer shall not become the property of the Contractor but will be at his disposal only in so far as they are approved for use on the Contract. Existing structures on the Site shall remain the property of the Employer and, except as and to the extent required elsewhere in the Contract, shall not be interfered with by the Contractor in any way.

All materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the Contractor during handling, transportation, storage, installation, or testing, they shall be replaced by the Contractor at his own expense.

All places where materials are being manufactured or obtained for use in the Works, and all the processes connected therewith, shall be open to inspection by the Engineer (or other persons authorised by the Engineer) at all reasonable times, and the Engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these Specifications.

Immediately upon this tender being accepted, the Contractor shall purchase all materials which are in short supply or for which the delivery period may be long.

The quantities set out in the Schedule of Quantities are estimated quantities. The Contractor shall therefore, before ordering materials of any kind, check with the Engineer the quantities required. No liability or responsibility whatsoever shall attach to the Employer for materials ordered by the Contractor except if they have been ordered in accordance with written confirmation issued by the Engineer.

Add the following to item 02.01 (STRUCTURAL STEEL):

Poles shall be hot dipped zinc coated (galvanized) in accordance with the requirements of the latest edition of SABS 763.

All cutting, welding, and drilling of holes must be done prior to galvanizing. No drilling of holes, cutting, grinding, or welding will be permitted after the galvanizing process. No circular welding shall be allowed to extract a pole from lose off cut pole sections. A pole shall be one unit without welded joints.

Square tubing

The section of the pole shall be of a square section of 2 mm wall thickness. Each post is to be blanked off at the top by means of a mild steel plate with the same form as the square section and at least 2 mm thick, welded to the top. The welding joint must be watertight and smoothed off after welding.

A baseplate of 2 mm thick mild steel and 150 mm square is to be welded to the base of each post by means of 4 evenly spaced welds, each not less than 20 mm long.

"D" section poles

The section of the sign poles shall be of a D-section obtained by rolling flat mild steel plate of 2 mm wall thickness to the desired form, and seam-welding it along the entire length. The D-section extruded from standard pipe section is not acceptable.

The D-section must have a flat base of approximately 63 mm measured externally and the circular part an external diameter of 76 mm. The height from the flat base to the top of the circle must be 76 mm measured externally.

Holes of 12 mm diameter are to be drilled through the post rectangular along the centre line of the flat base. The baseplate of 2 mm thick mild steel and 150 mm square is to be welded to the base of each post by means of 4 evenly spaced welds, each not less than 20 mm long. Each post is to be blanked off at the top by means of a mild steel plate, with the same form as the D-section and at least 2 mm thick, welded to the top. The welding joint must be watertight and smoothed off after welding.

Round section poles

The section of the pole shall be of a round section of 2 mm or 3 mm wall thickness as indicated. Each post is to be blanked off at the top by means of a mild steel plate with the same form as the round section and at least 2 mm thick, welded to the top. The welding joint must be watertight and smoothed off after welding.

A baseplate of 2 mm thick mild steel and 150 mm square is to be welded to the base of each post by means of 4 evenly spaced welds, each not less than 20 mm long.

See Standard Construction Details and Design Standards for Roads and Stormwater Drainage Infrastructure drawing number STD018.

Add the following to item 02.03 (CHROMADEK STEEL PLATE):

Steel plate for road signs shall be 1,40 mm thick (2 mm for street name signs and 1 mm for profiled sections, 1mm thick for profile signs or fitted with frame) Chromadek Z275 or equivalent, which has been treated on both sides with an epoxy primer followed by a silicon polyester top-coat. The total dry thickness of the treatment shall be at least 0.025 mm.

The reverse side shall be painted with a dull grey (white in the case of the R1 sign) prime coat and the face with only the specified top-coat.

See Figure 15.48 SARTSM Vol.2 Chapter 15 for the manufacturing of stacked chromadek profile signs.

Steel backing plates for GL 2 signs shall be 2 mm thick steel galvanised treated.

BACKING PLATE MARKING:

The inscription with permanent 50mm black aerial font lettering "CoT-CB31/09-09/2009. MS" (as an example) indicating the abbreviation of the City of Tshwane, tender No, the month and year of manufacturing of the sign, the manufacturer abbreviation e.g. = Venus Signs should be marked in black on the top right-hand side at the back of the sign by means of permanent approved method.

The Contractor will not be permitted to use explosives for breaking up rock and hard material during excavations.

All work carried out on, over, under or adjacent to a railway line shall be carried out strictly in accordance with the requirements of the owner of such railway line. Specific requirements in this regard may be included in the Project Specifications.

Add the following to item 02.08 (RETRO-REFLECTIVE MATERIAL):

Retroreflective material shall comply with SANS 1519-1 and documentation to be included in the tender document indicating compliance for Class 1 (7 year warranty), Class 3 (10 year warranty) and Class 4 (at least 10 year warranty) retroreflective material. All retroreflective material must have watermarks of the warranty the period (7 years and 10 years). Data sheets for the cast vinyl material must be provided. The manufacturing company shall be an approved retro-reflective sheeting converter and a convertership certificate from the reflective supplier to be submitted with the tender. It is also required of the manufacturer to submit convertership certificates every three months during the contract as well as new convertership certificates should the manufacturer change reflective suppliers.

PACKAGING AND SHELF LIFE

The retro-reflective sheeting shall be so packaged as to ensure adequate protection against physical damage in storage and transit before delivery. The material shall be capable of withstanding storage for six months at normal storage temperatures as recommended by the material manufacturer without loss of adhesion, flexibility, or other properties.

EMERGENCY AFTER HOURS SERVICE.

The Contractor shall provide an after-hour reaction-unit to do emergency maintenance on road traffic signs damaged due to vandalism, signs damaged in collisions, accidental damage to signs during operations of other maintenance operations, veld fires, floods, storms, etc. The after-hour reaction-unit may also be required to install temporary signs for any roadworks, sinkholes etc. or road deviation or detours as required at any time as required.

The emergency after hour's reaction-unit shall be fully equipped and relevant pay item will be under section B107 dayworks.

All emergency after hours maintenance work shall be done under the supervision of the approved Supervisor.

03 MANUFACTURE OF TRAFFIC-SIGN BOARDS AND SUPPORTS

Add the following to item 03:

The factory where the signs and signs support are to be manufactured shall comply in all respects with safety regulations and shall be a registered plant in an approved industrial area.

The factory and premises shall be inspected and approved prior to the evaluation process.

The factory shall comply with SABS standards and the company shall be a SABS and manufacturer approved retro-reflective sheeting converter.

06 ERECTION OF TRAFFIC SIGNS

Add the following to item 06.02 (EXCAVATION AND BACKFILLING):

Before any underground or excavation work is carried out, the Contractor shall ascertain the presence and position of

all services likely to be damaged or interfered with by his activities. For this purpose, he shall obtain from the City of Tshwane up-to-date plans showing the position of services in the area where he intends to work. As the location of services can often not be reliably determined from such plans, he shall further determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the service at the positions of possible interference by his activities. The latter procedure shall also be followed in respect of any service not shown on plans but believed to be present.

All such services, the positions of which have been located at the critical points, shall be designated as "**known**" services and their positions shall be indicated on a separate set of drawings, a copy of which shall be furnished to the Engineer.

While he is in occupation of the Site the Contractor shall be liable for all damage caused by him to known services as well as for consequential damage arising there from whether caused directly by his operations or by lack of proper protection.

The locating of existing services and any hand excavations done to expose such services will be paid for separately under Item 001.03 in section 001.

Excavations for the erection of traffic signs shall be made according to the dimensions shown on the Drawings. Where the excavations are to be backfilled with soil, a 1:12 cement: soil mixture plus a 40kg bag mix-crete shall be made and thoroughly compacted at optimum moisture content in 100 mm thick layers for each excavation (300x300x600mm). No separate payment will be made under sections 101, 609 and 704 for the excavation and erection of traffic signs.

Where posts or structures are to be fixed in concrete, or where concrete footings are to be cast, the concrete, form work and reinforcement shall comply with the requirements. The holes shall be completely filled with concrete up to the level shown on the Drawings or indicated by the Engineer. The upper surface of the concrete shall be neatly finished with sufficient fall to ensure proper drainage.

The Contractor shall exercise all the necessary care to prevent damage to known services during construction operations. Major excavating equipment and other plant shall not be operated in dangerously close proximity of these services. Where necessary, excavation in close proximity of these services shall be carefully carried out by means of suitable hand tools, excluding picks wherever their use could cause damage to the services. No additional payment will apply to such more difficult work.

Services left exposed shall suitably be protected from damage and protected and barricaded.

The Contractor's attention is drawn to the relevant clauses of the General Conditions of Contract and Special Conditions of Contract regarding liability for damage to the Works or property, or injury to persons arising from the construction of the Works and regarding insurance of the Works and public liability insurance to be affected.

Unless the contrary is clearly specified or ordered, the Contractor shall not carry out any alterations to existing services. Where this may be necessary, the Contractor shall inform the Engineer, who will either make arrangements for such work to be executed by the owner of the service or instruct the Contractor to make such arrangements himself.

Where existing services are damaged by the Contractor, he shall immediately inform the Engineer and the relevant authority and shall obtain instructions as to who should carry out repairs. In urgent cases the Contractor shall take all

necessary steps to minimise damage to and the interruption of the service. No repairs shall be attempted to telecommunication cables or electric power lines and cables. A list of the important emergency telephone numbers to be used when services are damaged or need to be altered will be included in the Project Specifications.

No liability for damages arising from any delay in having such alterations or repairs effected will be accepted by the Employer. The Contractor shall provide all reasonable opportunity, access and assistance to persons doing alterations or repairs to existing services.

The Contractor shall not erect any notices, signs, or advertisements on or near the Site without the written approval of the Engineer.

The Contractor shall at all times observe adequate safety precautions on Site to ensure the safety of the public as well as of his own staff and other persons engaged in or about the Works. In this respect he shall observe all laws, ordinances and regulations pertaining to his work.

When work is carried out within a road reserve, the road surfaces not affected by the work and which remain open to traffic, shall be kept clean at all times so that gravel and debris will not be thrown up by passing vehicles, causing possible injury to persons and damage to property and other vehicles.

The Contractor shall ensure that the public is protected against falling material and objects and that all open holes that may constitute a hazard, are safeguarded as specified in clause 26 of this section.

The Contractor's attention is specifically drawn to the following Acts, and particularly to the relevant regulations under each Act, copies of which shall at all times be kept by him or the Site:

- The Explosives Act - (Act 26 of 1956)
- The Mines and Works Act - (Act 27 of 1956)
- The Machinery and Occupational Safety Act - (Act 6 of 1983)
- Occupational Health and Safety Act 1993 and Construction Regulations 2014
- The National Road Traffic Act 93 of 1996

All reasonable precautions shall be taken to protect workmen against falling material and/or objects and other dangers whilst they are carrying out their duties.

The Contractor shall provide a properly equipped first-aid box, which shall be accessible at all times.

Where adequate safety precautions are not being observed, the Engineer may order the Contractor to comply with minimum safety requirements at the latter's expense. Compliance with such order will not absolve the Contractor from any of his responsibilities and obligations under the Contract.

The Contractor shall display in a prominent position the telephone numbers of the local police, the ambulance, the fire brigade, and the nearest doctor for use in case of an emergency.

No worker of the Contractor shall be allowed to do any work in the road reserve without a clean bright orange overall, high visibility pull over, waste coat, jacket, or other approved clothing with strips of retro-reflective material, hard hats, safety shoes, goggles and all other safety equipment necessary.

Wherever the Contractor's activities on Site affect or have the potential to affect the normal flow or safety of traffic during the construction and defects liability periods, he shall be responsible for all aspects of traffic control, including

flag men, high visibility worker clothing with strips of retro-reflective material, high visibility rear panel and with a minimum of 2(two) flashing yellow lights on vehicle, warning devices, signs, 450 mm high day glo orange traffic cones to the specified transition taper, channelization devices, layout of detours and bypasses, sign sequences and layouts, and all the requirements as specified in the Road Traffic Signs Manuals.

Full compensation for all aspects of traffic signs as specified in this clause shall, in the case of detours and bypasses, be included in tendered rates unless extra as directed by the Engineer.

The dimensions and other properties of all signs and device sequences, layouts and spacing's shall be in accordance with the provisions of the Road Traffic Act,1996 (Act 93 of 1996) and its Regulations in addition, signs and devices shall be placed at the positions shown on the Drawings. In cases not covered by the Act, the signs, speed limits, devices, sequences, layouts and spacing shall comply with the requirements of The South African Road Traffic Signs Manual, and road signs note 13 the Chief Traffic Officer, and of the Engineer.

All temporary and permanent signs removed and/or displayed under the permanent supervision of competent person with a minimum of grade 12 and in possession of a valid driver's licence appointed by the Contractor, approved by the Engineer who passed a practical and theoretical test set up by the Engineer on traffic signs based on SADC Road Traffic Signs Manuals and South African Road Traffic Signs Manuals. Test to be conducted before work orders are issued.

All work shall be erected in accordance with the provisions of the Road Traffic Act 1996(Act 93 of 1996) and its regulations and the South African Road Signs Traffic Manual, except where otherwise indicated by the Engineer.

The Contractor shall be fully responsible for all claims from motorists, third party or any other person due to negligence to any part of the work not being carried out in accordance with the Road Traffic Act 1996 (Act 93 of 1996), the SADC, Road Signs Note Code 13 or as indicated by the Engineer.

Add the following item B06.07 (UNSUITABLE USED MATERIAL) to sub-section 06 (ERECTION OF TRAFFIC SIGNS):

All existing steel and/or aluminium and/or paving material removed and/or dismantled deemed by the Engineer as not required for re-erection and/or re-use or declared to be unsuitable for re-use shall be dismantled and neatly stacked at a location indicated by the Engineer in accordance with the Engineer's instructions at the expense of the Contractor.

All steel material to be scrapped shall be delivered to the City of Tshwane scrap metal yard in Von Wielligh Street, Pretoria West. The contractor shall provide proof of the weight, number of signs, number of poles and number of breakaway footings delivered to the scrap metal yard.

All material unsuitable for re-use remains the property of the City of Tshwane and shall not be sold for scrap metal or any other use.

The contractor shall provide a receipt of scrap metal handed in with every month's payment certificate.

Add the following item B06.08 (THE CONTRACTOR'S ESTABLISHMENT IN TSHWANE) to sub-section 06 (ERECTION OF TRAFFIC SIGNS):

The Contractor shall establish his site office on a site made available by himself within the boundary of City of Tshwane

for the duration of the Contract period and to be approved by the Engineer.

An Administrative Officer must be full time at the office to answer calls and receive e-mails.

The Contractor shall also provide an after-hour emergency communication service to receive messages and the completion of the tasks.

Storage facilities for traffic signs shall be water and dust proof and no oil, grease, paint, thinners, poles, or any other material to be stored in the same store. All traffic signs shall be stored in a vertical position with a suitable protection on the sign face.

All storage facilities shall comply with all safety regulations.

Maintenance teams (2 teams minimum) shall be provided with at least a 2 ton construction vehicle fitted with a roof rack to carry at least 20 poles, a cell phone in working order (no separate payment for airtime or data), a handheld device (as specified below), a digital camera with at least a 8 megapixel capacity with enough battery life for 2 days and a capacity of 100 high quality photographs, ladders, concrete mixing bowl, spanners, spirit level, hammer, shovel, a generator, an electric jack hammer, u shape mechanical compacter with a weight of at least 15kg, and all other incidentals to complete the installation. No separate payment will be made for the above-mentioned items.

Minimum handheld device specifications:

(No separate payment will be made for the handheld device as well as the data usage)

- CPU: Octa-Core (4x 2.3 GHz, 4x 1.7 GHz) or M1 chip 8 core CPU
- Display Size: 9-13 inch.
- Display Resolution: ~2000x1200 pixels.
- RAM: 4 GB.
- Storage/ROM: 64 GB.
- Rear Camera: Minimum 8MP or higher
- Location: Minimum GPS (not A-GPS), Recommended at least 3 of GPS, GLONASS, Galileo, BDS (BeiDou)
- Wi-Fi: Required
- LTE: Required with Data
- Android 9 or IOS14: Required

The construction vehicle shall be fully equipped with two rotating lights fitted on top of the cab roof, temporary signs, and cones.

The teams shall consist of a trained competent supervisor (to complete the bill of quantities, trained flagmen, and at least 2 competent well-trained artisans to perform the actual removal and installation process). The workers shall be provided with a level 1 bright orange overall and all other safety equipment such as safety shoes, hard hats, earmuffs, safety goggles and gloves.

The construction vehicle shall be fitted with a first aid kit and emergency numbers displayed permanent inside the cab.

The contractor shall provide the City of Tshwane on a monthly basis with a checklist of each team to certify that the team with truck and equipment comply in all respects. An appointed Safety Officer shall provide an updated safety file on a monthly basis compile a safety plan and shall not be part of the working team. The safety officer shall be

appointed in writing with a full job description.

Add the following item B06.09 (DEFAULT) to sub-section 06 (ERECTION OF TRAFFIC SIGNS):

Should it appear to the Executive Director that the Contractor is not executing the Contract in accordance with the true intent and meaning thereof, or that he is refusing or delaying to execute the contract or that he is not carrying on the contract at such rate of progress as to ensure delivery by the date of delivery or that the time has expired within which delivery should have taken place or in the event of any other failure or default by the contractor, then in any of such events the Executive Director may give notice in writing to the contractor to make good the failure or default, and should the contractor fail to comply with the notice within the period specified therein, then and in such case the Executive Director shall, without prejudice to any of the City of Tshwane rights under the contract, be at liberty forthwith to perform such service as the Contractor may have neglected to do, or take the contract wholly or in part out of the contractor's hands and order from or contract with any other person.

The Contractor shall be responsible for any loss City of Tshwane may sustain by reason of such action as may be taken in terms of this clause.

Add the following item B06.10 (FAULTY WORKMANSHIP OR MATERIALS) to sub-section 06 (ERECTION OF TRAFFIC SIGNS):

The contractor shall ensure not to replace signs not in compliance with Legislation or as specified by the engineer on the drawings.

A fixed penalty per occurrence shall be deducted for each occurrence of non-compliance with any of the requirements of this specification.

If at any time after delivery the Executive Director shall be dissatisfied with the workmanship or material being faulty, the contractor shall immediately remedy the said defect to the specification provided by the Engineer.

Should the Contractor delay remedial work in excess of the time stipulated by the Executive Director's representative, the Executive Director may have such remedial work executed at the contractor's expense.

Add the following item B06.11 (ROADS TRAFFIC SIGNS MANAGEMENT SYSTEM) to sub-section 06 (ERECTION OF TRAFFIC SIGNS):

The Contractors shall provide the employer with information recorded electronically on the road traffic sign management system with every payment certificate as required. A maximum of 4 handheld units will be made available for this contract (additional units to be purchased by the contractors and must have at least the same specifications as the units provided by the City of Tshwane) to capture work done electronically. The contractors will be responsible for the cellular data required for the devices during the contract. The Contractors must return the handheld units back to the City of Tshwane in good working order at the end of the contract period. The cost of repairs or replacement of the devices will be deducted from the retention and guarantee if the contractors fail to return the devices at the end of the contract.

Management Software Requirements (Traffic Signs):

The following information is required to be updated in the road traffic sign management system by the contractor:

(e)

1. Capture road sign information:

- Unique job number per link assigned to every individual sign in a manner approved by the engineer.
- Record the location of the sign w.r.t Suburb, Street, Intersection, Block, PL Number, and GPS location.
- Sign Direction
- Sign Type
- Sign size
- Road width and length between crossroads
- Number of lanes
- Traffic flow direction
- Sign colour
- Record on mapping system of road marking's location (approximate location Suitable for identification purposes)
- Full maintenance history of work done on every sign type of maintenance (Routine, unplanned, breakdown, etc.)
- Foreman in charge of work
- Date of work
- Item numbers, units, quantity and cost of individual tender items completed and contributing to the total cost of the work
- Total cost of the work
- At least 2 digital photographs taken before and after maintenance or installation works
- Still images of road signs condition after inspection or completion of works sufficient to support total cost of job
- Maintain details of recommended inspection 6 months following last maintenance work record
- Maintain details of recommended planned maintenance 12 months following last maintenance work record

2. Report on Costs by:

Overall cost summary for user defined period detailing stock, units, rate, and overall total. Generally daily, weekly, and monthly:

- Cost summary by sign type
- Cost summary by suburb
- Cost summary by suburb and street
- Cost summary by Ward
- Cost summary by region

3. Other reports:

- Next inspection report
- Next maintenance report
- Number of signs installed by street, suburb, ward, or region
- Number of signs maintained for natural or unnatural causes (theft, etc)
- Any custom report as required by the engineer

4. Tshwane maps:

Where information is expected to be recorded on maps, these will be made available by the contractor. The format will be either in Regis or Arc Info's Shape file format.

5. The successful tenderer will be responsible for capturing all data and must make provision for a full-time data capture clerk.

6. No separate payment will be made for the above-mentioned items.

09 MEASUREMENT AND PAYMENT

612.01.03 Sign boards with painted back-ground, symbols, lettering and borders in prismatic retro-reflective material with signboards constructed from Sheet steel (Chromadek) with an:

Change the following pay item:

Item		Unit
B612.01.03.01	Area not exceeding 5 m ² Engineering grade Prismatic Reflective material	m ² (square)
B612.01.03.02	Area not exceeding 5 m ² High Intensity grade prismatic reflective material	m ² (square)
B612.01.03.03	Area not exceeding 5 m ² High Intensity grade prismatic reflective material with galvanized frames	m ² (square)
B612.01.03.04	Area not exceeding 5 m ² High Intensity grade prismatic reflective material profiled signs	m ² (square)
B612.01.03.05	Area exceeding 5 m ² up to 15m ² High Intensity grade prismatic reflective material profiled signs	m ² (square)
B612.01.03.06	GL 1 signs Engineering grade prismatic reflective Material	m ² (square)
B612.01.03.07	Installation of signs supplied by CoT area not exceeding 5 m ²	m ² (square)
B612.01.03.08	Installation of signs supplied by CoT area not exceeding 5 m ²	m ² (square)

The area measured for payment shall be the full area of the sign face as measured in item 612.01.03.

The tendered rate shall include full compensation for supplying of all materials, tools and labour required to manufacture, galvanize and fix the signs in position. No extra over payment will be made under 612.02

B612.03.02 Steel tubing – Supply and Installation of permanent Signs supports

Change the following pay items:

Item		Unit
B612.03.02.01	Galvanized square hollow tube (50 x 50mm x 2mm wall thickness) including baseplate and top cap	m (metre)

B612.03.02.02	Galvanized square hollow tube complete with base-plate to match break away footing (50mm x 50mm x 2mm wall thickness) including top cap	m (metre)
B612.03.02.03	Galvanized D section hollow tube complete with baseplate to match break away footing (76mm x 2mm wall thickness) including top cap	m (metre)
B612.03.02.04	Galvanized round section hollow tube (76mm Ø x 2mm wall thickness) including base-plate and top cap	m (metre)
B612.03.02.05	Galvanized round section hollow tube (100mm ø x 3mm wall thickness) including baseplate and top cap	m (metre)
B612.03.02.06	Galvanized D section hollow tube (76mm Ø x 2mm wall thickness) including baseplate and top cap	m (metre)
B612.03.02.07	Installation of poles supplied by CoT (when reinstalling poles, no separate payment will be made for standard signs that may have to removed and reinstalled).	m (metre)

The unit of measurement for sign supporting structures shall be the meter of each type and diameter post used. Bolts and other accessories shall not be measured separately and their cost shall be deemed to be included in the rates tendered for structural steel.

The tendered rates for sign supports shall include full compensation for the manufacture, galvanize and erection of the supporting structures, including all bolts, screws, rivets, welding and accessories. No separate payment will be made under 612.04 for galvanizing.

Add the following to pay items to section 612 Traffic signs

B612.07.01 Dismantling of existing traffic signs

Item	Unit
B612.07.01.01 Signs	m ² (square)
B612.07.01.02 Poles	no (number)
B612.07.01.03 Breakaway footing	no (number)

The unit of measure will be square meter of traffic signs surface area and number for poles and break away footings removed.

The tendered rates shall include full compensation for the dismantling, transporting and storage of traffic signs at new site requested by the Employer’s Agent. All non- reusable metal sections to be delivered to the City of Tshwane Auction yard at 27 Von Wielligh street, Pretoria West. All costs shall be deemed to be included in the rates and no separate payment for this operation shall be made. A stock list of these materials to be provided with monthly

payment certificates.

Add the following to pay items to section B615 Bollards:

SECTION B615 BOLLARDS

B615.01 Removal of bollards

Item		Unit
B615.01	Removal of any bollard	no (number)

The unit of measurement shall be the number of bollards removed.

The tendered rates shall include full compensation for removal of bollards including excavating and backfilling.

B615.02 Installation of bollards supplied by City of Tshwane

Item		Unit
B615.02	Installation of bollards supplied by City of Tshwane	no (number)

The unit of measurement shall be the number of bollards installed.

The tendered rates shall include full compensation for installation of bollards supplied by the City of Tshwane including furnishing all equipment, materials and labour, excavating and backfilling of bollard holes, removing surplus excavated material and for the transportation and collection of bollards to site.

B615.03 Supply and installation of bollards

Add the following pay items:

Item		Unit
B615.03.01	150mm Ø reinforced concrete bollard	no (number)
B615.03.02	250mm Ø reinforced concrete bollard	no (number)
B615.03.03	250mm Ø reinforced concrete bollard with exposed aggregate surface	no(number)
B615.03.04	325mm Ø reinforced concrete bollard with exposed aggregate surface	no (number)
B615.03.05	"Helen Joseph" type powder coated steel bollards	no (number)
B615.03.06	"Helen Joseph" removable type powder coated steel bollards	no (number)
B615.03.07	1.5m x 125mm Ø wooden bollard CCA treated	no (number)

The unit of measurement shall be the number of bollards installed.

The tendered rates shall include full compensation for the supply and installation of bollards including furnishing all

equipment, materials and labour, excavating and backfilling of bollard holes, and for removing surplus excavated material.

Add the following pay item

Item	Unit
B615.04 E/O for installation of bollards in hard material	no (number)

The unit of measurement shall be the number of bollards erected in hard material.

The tendered rates shall include full compensation for supplying, excavating, backfilling and erecting bollards in hard material.

Add the following to pay items to section B616 Balustrades:

SECTION B616 BALUSTRADES

B616.01 Removal of any size steel stanchions

Item	Unit
B616.01.01 with bolted baseplate and slip joints handrailing	no (number)
B616.01.02 with bolted baseplate and welded handrailing ≤ 50mm Ø	no (number)
B616.01.03 with bolted baseplate and welded handrailing > 50mm Ø ≤ 100mm Ø	no (number)
B616.01.04 with bolted baseplate and welded handrailing > 100mm Ø	no (number)
B616.01.05 embedded in concrete; stanchion ≤ 50mm Ø	no (number)
B616.01.06 embedded in concrete; stanchion > 50mm Ø ≤ 100mm Ø	no (number)
B616.01.07 embedded in concrete; stanchion > 100mm Ø	no (number)

The unit of measurement shall be the number of steel stanchions removed as required by the Employer’s Agent.

The tendered rates shall include full compensation for the removal of steel stanchions including excavating and backfilling.

B616.02 Removal of any size steel handrailing

Item	Unit
B616.02.01 with slip joints ≤ 50mm Ø	m
B616.02.02 with slip joints > 50mm Ø	m
B616.02.03 with welded handrailing ≤ 50mm Ø	m
B616.02.04 with welded hand railing > 50mm Ø ≤ 100mm Ø	m
B616.02.05 with welded hand railing > 100mm Ø	m

The unit of measurement shall be the metre of steel handrailing removed as required by the Employer’s Agent.

The tendered rates shall include full compensation for the removal of steel handrailing.

**B616.03 Installation of hollow tube galvanized stanchions
 ≤ 50mm Ø and 2mm wall thickness with**

Add the following pay items:

Item		Unit
B616.03.01	baseplate bolted to concrete slab for slip joints ≤ 50mmØ	no (number)
B616.03.02	baseplate bolted to concrete slab and welded to hand railing ≤ 50mm Ø	no (number)
B616.03.03	baseplate bolted to concrete slab and welded to hand railing > 50mm Ø ≤ 100mm Ø	no (number)
B616.03.04	baseplate bolted to concrete slab and welded to hand railing > 100mm Ø	no (number)
B616.03.05	baseplate embedded 150mm deep in 40MP concrete footing with hand railing slip joints ≤ 50mm Ø	no (number)
B616.03.06	baseplate embedded 150mm deep in 40MPa concrete welded to hand railing ≤ 50mm Ø	no (number)
B616.03.07	baseplate embedded 150mm deep in 40MPa concrete welded to hand railing > 50mm Ø	no (number)

The unit of measurement shall be the number of hollow tube galvanized stanchions erected as required by the Employer's Agent.

The tendered rates shall include full compensation for the complete erection the stanchions as specified and as shown on the drawings.

B616.04 Installation of galvanised hollow tube hand railing size as indicated

Add the following pay items:

Item		Unit
B616.04.01	slip joints "X" ≤ 50mm Ø	m (metre)
B616.04.02	welded joints "X" ≤ 50mmØ	m (metre)
B616.04.03	welded joints "X" > 50mmØ ≤ 76mm Ø	m (metre)
B616.04.04	welded joints "X" > 76mm Ø ≤ 110mm Ø	m (metre)

The unit of measurement shall be the meter of galvanised hollow tube hand railing installed as required by the Employer's Agent.

The tendered rates shall include full compensation for the installation of galvanised hollow tube hand railing as shown on the drawings.

B616.05 Removal of timber balustrades

Add the following pay items

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

The tendered rates shall include full compensation for the supply and installation of timber balustrade horizontal elements.

SERIES 7: STRUCTURES

SECTION 704 CONCRETE

16 MEASUREMENT AND PAYMENT

Change item 704.02 description of section 704: Concrete to the following:

**B704.02 Manufacture, transport and install of precast concrete members
"Enviro-wall" or Similar approved retaining blocks**

Add the following pay items

Item		Unit
B704.02.01	Blocks up to 2m High	no (number)
B704.02.02	Blocks > 2,0m ≤ 3,0m high	no (number)
B704.02.03	Blocks > 3,0m ≤ 4m high	no (number)
B704.02.04	Blocks > 4,0m ≤ 6m high	no (number)
B704.02.05	Blocks > 6m high	no (number)
B704.02.06	Base blocks	no (number)
B704.02.07	E/O for curved walls	no (number)
B704.02.08	E/O for coloured blocks	no (number)

The unit of measurement shall be the number of retaining blocks.

The tendered rates shall include full compensation for the supply and installation of retaining blocks in final position and transport to site, furnishing all equipment, materials and labour.

Add the following pay items

Item		Unit
B704.08	Removal of retaining blocks	
B704.08.01	Removal and dispose of damaged blocks	no (number)
B704.08.02	Removal and reuse of blocks	no (number)

The unit of measurement shall be the number of retaining blocks removed.

The tendered rates shall include full compensation for the removal, transport, dispose, storage, all equipment, materials and labour to remove blocks. Where existing blocks are to be reused the cost of reinstalling will be included in B704.08.02

CITY OF TSHWANE
REGIONAL OPERATIONS AND COORDINATION DEPARTMENT
REGIONAL TECHNICAL OPERATIONS COORDINATION DIVISION

CONTRACT NO: ROC 10 -2025/26

TENDER FOR MAINTENCE OF BALUSTRADES, BARRIERS, RETAINING WALLS, BOLLARDS, AND STEEL STRUCTURES, AS WELL AS UPDATING THE INVENTORIES ON THE STREET FURNITURE MANAGEMENT SYSTEM AS AND WHEN REQUIRED ON TENDERED RATES AND AVAILABLE BUDGET: 3 YEAR PERIOD

C3.7. CORRECTIONS AND AMENDMENTS TO THE STANDARD SPECIFICATIONS FOR MUNICIPAL CIVIL ENGINEERING WORKS, THIRD EDITION 2005

There are no corrections and amendments to the Standard Specifications for Municipal Engineering Works, Third Edition 2005

CITY OF TSHWANE
REGIONAL OPERATIONS AND COORDINATION DEPARTMENT
REGIONAL TECHNICAL OPERATIONS COORDINATION DIVISION

CONTRACT NO: ROC 10 -2025/26

TENDER FOR MAINTENCE OF BALUSTRADES, BARRIERS, RETAINING WALLS, BOLLARDS, AND STEEL STRUCTURES, AS WELL AS UPDATING THE INVENTORIES ON THE STREET FURNITURE MANAGEMENT SYSTEM AS AND WHEN REQUIRED ON TENDERED RATES AND AVAILABLE BUDGET: 3 YEAR PERIOD

C3.8. HEALTH AND SAFETY SPECIFICATION

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1. Definition of Terms

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

1.1. Client-Means any person for whom construction work is performed and or undertaken (City of Tshwane for the purposes of this project)

1.2. Construction site means a workplace where a construction work is being performed

1.3. Construction supervisor means a competent person responsible for supervising construction activities on a construction site.

1.4. 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.

1.5. 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

1.6. Agent-Means a competent person who acts as a representative for a client in this case MIH Projects.

1.7. 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

1.8. Risk-means the probability that injury or damage may occur

1.9. Hazard-means a source of or exposure to danger

2. Introduction

In terms of the Construction Regulation 5 (1) of the OHS ACT, 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;
- 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

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 on 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;
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 etc);
- 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;
- 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.

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 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,
 - i. Alternative Forms of Risk Assessment,
 - ii. Methodology of Risk Assessment,
 - iii. Elements of Risk Assessment,
 - Scope of assessment,
 - Risks Identified,
 - Risk Analysis,
 - Risk Evaluation,
 - Risk Treatment (safe working procedures)
 - Monitoring and reviewing,
3. Resources,
 - i. Health and Safety Staffing Organogram,
 - ii. Supervisors, Inspectors and Issuers,
 - iii. Employees,
 - iv. Subcontractors inclusive of their scope of work and their core resources,
 - v. Training,
 - vi. Plant,
 - vii. Vehicles,
 - viii. Equipment
4. Materials,
 - i. Temporary Materials
 - ii. Permanent Materials
5. Categories of Work
 - i. Implementation of Health and Safety Plan,
 - Administrative systems,
 - Training,
 - Reporting,
 - Monitoring,
 - Inspections,
 - ii. Auditing,
 - Internal audits,
 - Follow-up audits,
 - iii. Financial Aspects,
 - iv. 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 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,
- 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.

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. Analyze 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.

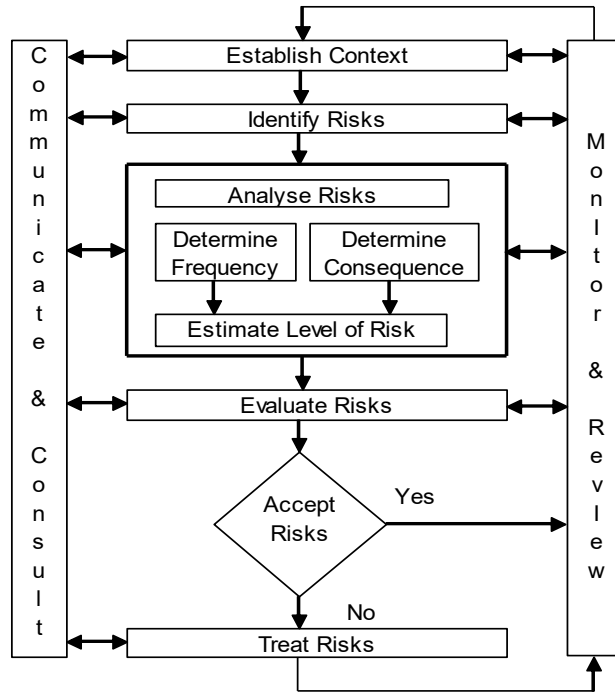


Figure 1: Risk Management Process

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,
- 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

8.3.4.2. Risk Analysis

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

The frequency of occurrence of a hazard may be expressed as the number of times that it may occur in 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:

- 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 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,
- 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)

8.4.2. 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,
- 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.

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

The Principal Contractor is required to adhere to the following of the Tshwane installation specification:

- CTMME-IS 01(4.5)-General specification.
- CTMME-IS 10(4) - Earthing.
- CTMME-IS 20(4.2.2 & 4.3.2) - Low voltage distribution boxes.
- CTMME-IS 50(4.2 & 4.7) - Overhead lines

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?

The Principal Contractor is required to adhere to the following of the Tshwane installation specification:

- CTMME-IS 02(4) - Positioning of services.
- CTMME-IS 30(4.5)-Underground cable reticulation.
- CTMME-IS 50(4.7 & 4.9) - Overhead lines.

8.8. Cranes

This section of the specification shall be read in conjunction with the provisions of the Driven Machinery Regulations,
Part C3: 74

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 taken into account 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.

The Principal Contractor is required to adhere to the following of the Tshwane installation specification:

- CTMME-IS 02(4) - Positioning of services.

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:

- i. 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,
- ii. How he intends ensuring that workers are competent, authorised and physically fit to operate construction vehicles and mobile plant,
- iii. What traffic arrangements and safety precautions will be implemented to ensure safe operation of construction vehicles and mobile plant on the Works,
- iv. How he intends to comply with the National Road Traffic Act 1996, and
- v. 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

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.

The Principal Contractor is required to adhere to the following of the Tshwane installation specification:

- CTMME-IS 01-General specification.
- CTMME-IS 02 - Positioning of services.
- CTMME-IS 20 - Low voltage distribution boxes.
- CTMME-IS 30-Underground cable reticulation.
- CTMME-IS 40-Earthing.
- CTMME-IS 50- Overhead lines.

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

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:

- i. How will contractors ensure the neatness of construction sites
- ii. 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

The Principal Contractor is required to adhere to the following of the Tshwane installation specification:

- CTMME-IS 01(4.5)-General specification.

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
- 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.

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 it 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 Section13A 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?

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,
- 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 in particular 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

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

The 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.

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.

The Safety Committee must meet but at least once in 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. 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,
- 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:

- The audit or follow-up audit are carried out during ordinary working hours, and
- 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

9.1 LEGAL APPOINTMENTS

See principal contractor safety file for all legal appointments.

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

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

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.

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

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

AS WITNESSES:

1.

2.

PART C4: SITE INFORMATION

C4.1 LOCALITY PLAN

The plan shows the extended area within which Contractors will be required to perform their work packages.

