

TENDER REFERENCE: ROC 13 2021/22

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 PERIOD

VOLUME 1

A Tender for Category 4CE or higher CIDB Registered Contractors

ISSUED BY:	PREPARED BY:
The Director <u>Demand</u> P O Box 48 PRETORIA 0001 Tel: (012) 358-0343	The Director <u>Regional Operations & Coordination</u> P O Box 1409 PRETORIA 0001 Tel: (012) 358 9247

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

CONTENTS

DESCRIPTION		COLOUR
PORTION 1: TENDER		
PART T1	TENDERING PROCEDURES	
	T1.1 TENDER NOTICE AND INVITATION TO TENDER	White
	T1.2 TENDER DATA	Pink
	T1.3 STANDARD CONDITIONS OF TENDER	Pink
PART T2	RETURNABLE DOCUMENTS	Yellow
PORTION 2: CONTRACT		
PART C1	AGREEMENTS AND CONTRACT DATA	
	C1.1 FORM OF OFFER AND ACCEPTANCE	Yellow
	C1.2 CONTRACT DATA	Yellow
	C1.3 FORM OF GUARANTEE	White
	C1.4 GUARANTEE (CASH DEPOSIT)	White
	C1.5 HEALTH AND SAFETY AGREEMENT	White
PART C2	PRICING DATA	
	C2.1 PRICE INSTRUCTIONS	Yellow
	C2.2 PRICE SCHEDULE	Yellow
PART C3	SCOPE OF WORK	
	C3.1 DESCRIPTION OF THE WORKS	Blue
	C3.2 ENGINEERING	Blue
	C3.3 PROCUREMENT	Blue
	C3.4 CONSTRUCTION	Blue
	C3.5 MANAGEMENT	Blue
	C3.6 ANNEXES	Blue
	C3.7 HEALTH & SAFETY SPECIFICATION	Blue
PART C4	SITE INFORMATION	
	C4.1 LOCALITY PLAN	Green

PORTION 1: TENDER

PART T1: TENDER PROCEDURES

TABLE OF CONTENTS

T1.1	TENDER DATA.....	3
T1.2	STANDARD CONDITIONS OF TENDER.....	15

T1.1 TENDER NOTICE AND INVITATION TO TENDER

ROC 13 - 2021/22

CITY OF TSHWANE

REGIONAL OPERATIONS & 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 SUBJECT TO AVAILABLE BUDGET OVER A 3-YEAR PERIOD

Tenders are hereby invited for the above work.

Tenderers should have a CIDB contractor grading designation of 4CE or higher.

Tenders will be evaluated on the basis of awarding points for B-BBEE Status of Contributor for the Construction Charter Scorecard and quality of the tenderer. The **80/20** Preference Point System will be applied to the all tenders.

Tender documents are downloadable on the City of Tshwane website and etenders website (www.etenders.gov.za).

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

Laudium Civic Centre,

Laudium

(Cnr 6th Avenue and Tangerine Street)

Date: 01 February 2022 at 11:00

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

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

The closing time for receipt of tenders is **21 February 2022 at 10:00am**. Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to the Divisional Head, SUPPLY CHAIN MANAGEMENT, PRETORIA, 0001 and must be submitted in the tender box situated at the Procurement Advice Centre (at the entrance to the C. de Wet Centre), C de Wet Centre, 175 Es'kia Mphahlele Drive, Pretoria West. Tenders will be opened at the latter address at the time indicated.

<u>ENQUIRIES:</u>	Employers Agent:	Mr Jaco N Cronje
	Tel (Office):	012- 358 1577
	E-Mail:	jacocr2@tshwane.gov.za

MS. M Mutlaneng
ACTING CITY MANAGER

T1.1 TENDER DATA

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

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

CLAUSE NUMBER	TENDER DATA
C.1.1 Actions	The Employer is City of Tshwane Metropolitan Municipality
C.1.2 Tender Documents	<p>Volume 1: <u>Tender Document</u></p> <p>THE TENDER</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 – Tender data</p> <p>T1.2 – Standard Conditions of Tender</p> <p>Part T2: Returnable documents</p> <p>T2.1 – List of returnable documents</p> <p>T2.2 – Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 – Form of offer and acceptance</p> <p>C1.2 – Contract data</p> <p>C1.3 – Form of guarantee</p> <p>C1.4 – Guarantee (Cash deposit)</p> <p>C1.5 – Health and safety agreement</p> <p>C1.6 – Adjudicators contract</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> <p>Volume 2: <u>STD 011, STD 013 and STD018</u></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 Jaco M. Cronje</p> <p>Address: P.O. Box 1409 Pretoria, 0001</p> <p>Tel: 012-358 1577</p> <p>E-Mail: Jacocr2@tshwane.gov.za</p>
C.2.1 Eligibility	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contract grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE class of construction work, are eligible to submit tenders.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of a joint venture is registered with the CIDB within 10 days of the closing date of tenderers;

CLAUSE NUMBER	TENDER DATA
	<p>2. the lead partner has a contractor grading designation in the 3CE class of construction work; and</p> <p>The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation in accordance with the sum tendered for a 4CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.</p> <p>3. 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.2.2 Cost of Tendering	<p>Add the following:</p> <p>Unless specified otherwise in this document, the following standards and conditions of contract will be applicable under this Contract:</p> <ul style="list-style-type: none"> The document <i>“Standard Specifications for Municipal Civil Engineering Works”, Third Edition, 2005</i> issued by the Divisional Head: Roads and Stormwater of the City of Tshwane. <p>This document is obtainable free of charge on the website www.tshwane.gov.za.</p> <ul style="list-style-type: none"> The document <i>“Standard Construction Details and Design Standards for Roads and Stormwater Drainage Infrastructure”</i>, including corrections thereto as current at 30 days before close of tenders issued by the Divisional Head: Roads and Stormwater of the City of Tshwane. <p>This document is obtainable free of charge on the website www.tshwane.gov.za.</p> <ul style="list-style-type: none"> The latest print version as current at 30 days before close of tenders of the document <i>“General Conditions of Contract for Construction Works 3rd Edition, 2015”</i> including corrections thereto as current at 30 days before close of tenders, as published by the <i>South African Institution of Civil Engineering</i>. <p>The document may be purchased in hard copy from the <i>South African Institution of Civil Engineering</i> or may be purchased online as an electronic reference document in PDF format by following the relevant links on www.saice.org.za. The corrections may be downloaded from the SAICE website www.saice.org.za.</p>
C.2.5 Reference Documents	<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 made available at the clarification meeting.</p>
C.2.7 Clarification meeting	<p>Replace the clause with the following:</p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least 2 (two) working days before the closing time stated in the tender data.</i></p>
C.2.8 Seek clarification	<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.2.9 Insurance	<p>Alternative tender offers will not be considered.</p>

CLAUSE NUMBER	TENDER DATA
C.2.12 Alternative offers	
C.2.13 Submitting a tender offer	<p><u>Replace</u> the contents of the clause with the following:</p> <p><i>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume 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>
C.2.13.2	<p>Parts of each tender offer communicated on paper shall be submitted as an original, plus a scanned copy in PDF format on a compact disc.</p> <p>In addition to the hard copy submission, each tenderer is required to submit a scanned copy of the <u>fully completed and signed</u> tender submission document.</p> <p>This is to be on a USB Flash Drive attached to the original tender submission documents, adequately identifiable as belonging to the tenderer, be in PDF format scanned at 400 DPI, and be in full colour.</p>
C.2.13.3	<p><u>Add</u> the following to the clause</p> <p><i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i></p> <p><i>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</i></p> <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.2.13.4	<p>The identification details are:</p>

CLAUSE NUMBER	TENDER DATA
C.2.13 .5	<p>Tender/Reference: ROC 13 2021/22</p> <p>Tender Description: 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 period</p> <p>Closing Time: 10:00 Date: 21 February 2022</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>PROCUREMENT ADVICE CENTRE (TENDER BOX) C DE WET CENTRE 175 ES'KIA MPHABLELE (DF MALAN) DRIVE PRETORIA WEST 0183</p> <p>Please ensure that all required compliance documents are included upon submission as no additional documents will be requested from bidders after closing.</p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed offers will not be accepted</p>
C.2.13 .9	<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.2.13 .10	<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>

CLAUSE NUMBER	TENDER DATA
	<p><i>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</i></p> <p><i>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</i></p> <p><i>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.</i></p> <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.2.14 Information and data to be completed in all respects	The closing time for submission of tender offers is stated in the tender notice and invitation to tender.
C.2.15 Closing time	<p>The tender offer validity period is 90 days.</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>
C.2.16 Tender offer validity C.2.16.5	<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.2.16.6	The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.18 Provide other material	<p>Add the following at the end of the clause:</p> <p><i>....or upon written request.</i></p>

CLAUSE NUMBER	TENDER DATA
C.2.19 Inspections , tests and analysis	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.
C.2.20 Submit securities, bonds, policies, etc.	Refer to Part T2 of this procurement document for a list of the documents that are to be returned with the tender.
C.2.23 Certificates	<p>Add the following new clause</p> <p><i>The Tenderer, undertakes to:</i></p> <ol style="list-style-type: none"> <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> <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> <i>accept the sanctions set out in the Scope of Works should such conditions be breached.</i>
C.2.24 Conditions Associated with the Granting of Preferences	<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 Employers' officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</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>
C.2.25 Canvassing and obtaining of additional information by tenderers	<p>Add the following new clause</p> <p><i>The Employer is prohibited to award a tender to a person -</i></p> <ol style="list-style-type: none"> <i>who is in the service of the state; or</i> <i>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i> <i>a person who is an advisor or consultant contracted with the municipality or municipal entity.</i> <p>In the service of the state means to be -</p> <ol style="list-style-type: none"> <i>a member of:-</i> <ul style="list-style-type: none"> <i>any municipal council;</i> <i>any provincial legislature; or</i> <i>the National Assembly or the National Council of Provinces;</i> <i>a member of the board of directors of any municipal entity;</i> <i>an official of any municipality or municipal entity;</i> <i>an employee of any national or provincial department;</i> <i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i> <i>a member of the accounting authority of any national or provincial public entity; or</i> <i>an employee of Parliament or a provincial legislature.</i> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
C.2.26 Prohibition on awards to	<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</i></p>

CLAUSE NUMBER	TENDER DATA
<i>persons in service of the state</i>	<p><i>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> <ul style="list-style-type: none"> <i>a) the name of that person;</i> <i>b) the capacity in which that person is in the service of the state; and</i> <i>c) the amount of the award.</i> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Part T2 of this procurement document must be completed.</p>
C.2.27 Awards to close family members of persons in the service of the state	<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>
C.2.28 Vendor registration	<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>
C.2.29 Tax	
C.3.1 Respond to requests from the tenderer	<p>The employer will respond to requests for clarification up to 2 (two) working days before the tender closing time.</p>
C.3.1.1	
C.3.11 Evaluation of tender offers	<p>Method 1 will be used to evaluate all responsive tender offers in terms of Clause C.3.11.2 of the Standard Conditions of Tender and tender will be evaluated in 3 stages namely:</p> <p>Stage 1: Administrative Compliance</p>

CLAUSE NUMBER	TENDER DATA				
C.3.11 General .1	<p>Stage 2: Local content and production</p> <p>i) In terms of the stipulated minimum threshold for local production and content for:</p> <ul style="list-style-type: none"> steel added value products is 100% <p>the City shall only accept the specifications which meets minimum threshold percentage and requirements for local production and content as referred to in the Preferential Procurement Regulations on Local Content and the relevant National Treasury designated sectors' circulars.</p> <p>ii) The bidder must clearly indicate as part of the bid submission the quantities of material and products to be supplied and the level of local content for each product. Should the bidder not be able to comply with the prescribed minimum threshold, an exemption received from the Department of Trade and Industry needs to be submitted with the bid to be considered for further evaluation. Bidders that do not comply with the above-mentioned requirements will be automatically disqualified.</p> <p>The following items in this table have a minimum threshold of 100% local content</p> <table border="1" data-bbox="430 779 1453 904"> <thead> <tr> <th>Product for designation</th><th>Minimum Local Content</th></tr> </thead> <tbody> <tr> <td>Steel Products and Component for Construction</td><td>100%</td></tr> </tbody> </table> <p>Stage 3: Mandatory Requirements</p> <ul style="list-style-type: none"> Form RD.D.1 Part T2, Returnable Documents – Company experience, Key staff, Reflective SANS certificates and Bank rating. <p>Stage 4: Price and preference points claimed in terms of B-BBEE 80 points allocated for price and 20 points allocated for BEE status.</p> <p>Add the following new clause:</p> <p><i>The procedure for the evaluation of responsive tender is Method 1.</i></p> <p><i>The financial offer will be scored using Formula 2 (Option 1) in Table C.1 where the value of W1 is:</i></p> <ol style="list-style-type: none"> 90 where the financial value of all responsive tender received have a value in excess of R50 million (all applicable taxes included). 80 where the financial value of all responsive tender have a value that equals or less than R50 million (all applicable taxes included). <p><i>Up to 100 minus W1 tender evaluated points will be awarded to tenderers who completed the preferencing schedule and who are found to be eligible for the preference claimed.</i></p>	Product for designation	Minimum Local Content	Steel Products and Component for Construction	100%
Product for designation	Minimum Local Content				
Steel Products and Component for Construction	100%				
C.3.11 Method 1: .2 Financial offer and preference	<p>Add the following new clause:</p> <p>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</p> <p>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R50 000 000 (all applicable taxes included):</p> $(i) \quad P_s = 80 \times \left[1 - \left(\frac{P_t - P_{min}}{P_{min}} \right) \right]$ <p>Where</p>				

CLAUSE NUMBER	TENDER DATA																				
	<p> P_s = Points scored for comparative price of tender or offer under consideration; P_t = Comparative price of tender or offer under consideration; and P_{min} = Comparative price of lowest acceptable tender or offer. </p> <p>(ii) An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R 30 000, if and when appropriate.</p> <p>(b) Subject to subparagraph (c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:</p> <table border="1" data-bbox="481 645 1115 1167"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of Points</th></tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-compliant Contributor</td><td>0</td></tr> </tbody> </table> <p>(c) A maximum of 20 points may be allocated in accordance with subparagraph (b)</p> <p>(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (b) must be added to the points scored for price a calculated in accordance with subparagraph (a).</p> <p>The contract must be awarded to the tender who scores the highest total number of points.</p>	B-BBEE Status Level of Contributor	Number of Points	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant Contributor	0
B-BBEE Status Level of Contributor	Number of Points																				
1	20																				
2	18																				
3	14																				
4	12																				
5	8																				
6	6																				
7	4																				
8	2																				
Non-compliant Contributor	0																				
C.3.11 80/20 .3 Preference Point System	<p>Add the following new clause:</p> <p>The 90/10 preference point system for acquisition of services, works or goods above a Rand value of R50 million:</p> <p>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value above R50 000 000 (all applicable taxes included):</p> <p>(i) $P_s = 90 \times \left[1 - \left(\frac{P_t - P_{min}}{P_{min}} \right) \right]$</p> <p>Where</p> <p> P_s = Points scored for comparative price of tender or offer under consideration; P_t = Comparative price of tender or offer under consideration; and P_{min} = Comparative price of lowest acceptable tender or offer. </p>																				

CLAUSE NUMBER	TENDER DATA																				
	<p>(ii) <i>An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R 30 000, if and when appropriate.</i></p> <p>(b) <i>Subject to subparagraph (c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:</i></p> <table data-bbox="481 548 1115 1070"> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of Points</th></tr> <tr><td>1</td><td>10</td></tr> <tr><td>2</td><td>9</td></tr> <tr><td>3</td><td>6</td></tr> <tr><td>4</td><td>5</td></tr> <tr><td>5</td><td>4</td></tr> <tr><td>6</td><td>3</td></tr> <tr><td>7</td><td>2</td></tr> <tr><td>8</td><td>1</td></tr> <tr><td>Non-compliant Contributor</td><td>0</td></tr> </table> <p>(c) <i>A maximum of 10 points may be allocated in accordance with subparagraph (b)</i></p> <p>(d) <i>The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (b) must be added to the points scored for price a calculated in accordance with subparagraph (a).</i></p> <p>(e) <i>The contract must be awarded to the tender who scores the highest total number of points.</i></p>	B-BBEE Status Level of Contributor	Number of Points	1	10	2	9	3	6	4	5	5	4	6	3	7	2	8	1	Non-compliant Contributor	0
B-BBEE Status Level of Contributor	Number of Points																				
1	10																				
2	9																				
3	6																				
4	5																				
5	4																				
6	3																				
7	2																				
8	1																				
Non-compliant Contributor	0																				
<p>C.3.11 90/10 .4 Preference Point System</p>	<p>Add the following New Clause:</p> <p><i>Score the financial offers of remaining responsive tender offers using the following formula:</i></p> $N_{FO} = W_1 \times A$ <p><i>Where</i> N_{FO} <i>is the number of tender evaluation points awarded for the financial offer.</i></p> <p>W_1 <i>is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data.</i></p> <p>A <i>is a number calculated using the formula and option described in Table F.1 as stated in the tender data.</i></p>																				

CLAUSE NUMBER	TENDER DATA																
	<p>Table C.1: Formulae for calculating the value of A</p> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1^a</th><th>Option 2^a</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = \left(1 + \frac{(P - P_m)}{P_m}\right)$</td><td>$A = P / P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = \left(1 - \frac{(P - P_m)}{P_m}\right)$</td><td>$A = P_m / P$</td></tr><tr><td>a</td><td colspan="3">P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.</td></tr></table> <p>(e)</p>	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.		
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.																
C.3.11 .5 Scoring financial offers	<p>Tender offers will only be accepted if:</p> <p>a.) the tenderer has complied in full with the all eligibility criteria</p> <p>b.) the tenderer is able to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18;</p> <p>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;</p> <p>d.) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.</p> <p>e.) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;</p> <p>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;</p> <p>g.) the tenderer has not:</p> <p>i) abused the Employer’s Supply Chain Management System; or</p> <p>ii) failed to perform on any previous contract and has been given a written notice to this effect.</p> <p>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;</p> <p>i.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>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.</p>																

CLAUSE NUMBER	TENDER DATA
C.3.13 Acceptance of Tender Offer	j.) One signed copy of contract shall be provided by the Employer to the successful Tenderer.
C.3.17 Copies of Contract	

T1.2 STANDARD CONDITIONS OF TENDER

TABLE OF CONTENTS

C.1	General.....	17
C.1.1	Actions.....	17
C.1.2	Tender Documents.....	17
C.1.3	Interpretation.....	17
C.1.4	Communication and Employer's agent	18
C.1.5	Cancellation and re-invitation of tenders	18
C.1.6	Procurement procedures	18
C.1.6.1	General.....	18
C.1.6.2	Competitive negotiation procedure	18
C.1.6.3	Proposal procedure using the two stage-system.....	19
C.2	Tenderer's obligations	19
C.2.1	Eligibility	19
C.2.2	Cost of tendering	19
C.2.3	Check documents	19
C.2.4	Confidentiality and copyright of documents.....	20
C.2.5	Reference documents	20
C.2.6	Acknowledge addenda	20
C.2.7	Clarification meeting	20
C.2.8	Seek clarification	20
C.2.9	Insurance.....	20
C.2.10	Pricing the tender offer	20
C.2.11	Alterations to documents.....	20
C.2.12	Alternative tender offers.....	20
C.2.13	Submitting a tender offer.....	21
C.2.14	Information and data to be completed in all respects.....	21
C.2.15	Closing time.....	21
C.2.16	Tender offer validity	22
C.2.17	Clarification of tender offer after submission	22
C.2.18	Provide other material	22
C.2.19	Inspections, test and analysis.....	22
C.2.20	Submit securities, bonds, policies, etc.	22
C.2.21	Check final draft	22
C.2.22	Return of other tender documents.....	23
C.2.23	Certificates	23
C.3	The employer's undertakings	23
C.3.1	Respond to requests from the tenderer	23
C.3.2	Issue addenda	23
C.3.3	Return late tender offers	23
C.3.4	Opening of tender submissions.....	23
C.3.5	Two-envelope system	24
C.3.6	Non-disclosure	24
C.3.7	Grounds for rejection and disqualification.....	24
C.3.8	Test for responsiveness.....	24
C.3.9	Arithmetical errors, omissions and discrepancies.....	25
C.3.10	Clarification of a tender offer	25
C.3.11	Evaluation of tender offers	25
C.3.11.1	General.....	26
C.3.12	Insurance provided by the employer	26
C.3.13	Acceptance of tender offer	26
C.3.14	Prepare contract documents	27

C.3.15	Complete adjudicator's contract.....	27
C.3.16	Notice to unsuccessful tenderers.....	27
C.3.17	Provide copies of the contracts.....	27
C.3.18	Provide written reasons for actions taken	27

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.

C2.1.3 Only those tenderers who can submit all mandatory requirements under Form RD.D.1 are eligible to submit a tender.

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 decline thereby withdrawing their tender offer.

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

TABLE OF CONTENTS

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

T2.1 LIST OF RETURNABLE DOCUMENTS

RD.A RETURNABLE DOCUMENTS FOR TENDER EVALUATION PURPOSES

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

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Form of offer and acceptance	Section C1.1	
MBD 4: Declaration of interest	Form RD.A.1	
MBD 8: Declaration of tenderer's past supply chain management practises	Form RD.A.2	

RD.B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

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

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
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, 2017	Form RD.B.2	
B-BBEE Exempted Micro Enterprise – Sworn Affidavit	Form RD.B.3	

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)
MBD 2: Tax clearance certificate requirements	RD.C.1	
MBD 9: Certificate of independent tender determination	RD.C.2	
Proof of registration with the CIDB	RD.C.3	
Compliance with OHSA (Act 85 of 1993)	RD.C.4	
Record of services provided to organs of state	RD.C.5	

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Schedule of plant and equipment	RD.C.6	
Status of concern submitting tender	RD.C.7	
Classification of business	RD.C.8	
MBD 5: Declaration for procurement above R50 million (all applicable taxes included)	RD.C.9	
Certificate of authority of signatory	RD.C.10	
Certificate of authority of signatory for joint ventures and consortia	RD.C.11	
Letter of intent to provide a performance bond	RD.C.12	

RD.D MANDATORY REQUIREMENTS

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

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

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

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

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

T2.2 RETURNABLE SCHEDULES

TABLE OF CONTENTS

FORM RD.A.1	MBD 4: DECLARATION OF INTEREST.....	5
FORM RD.A.2	MBD 8: DECLARATION OF TENDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES.....	8
FORM RD.B.1	VALID B-BBEE STATUS LEVEL OF CONTRIBUTOR CERTIFICATE.....	10
FORM RD.B.2	MDB 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011.....	11
FORM RD.B.3	B-BBEE EXEMPTED MICRO ENTERPRISE – SWORN AFFIDAVIT.....	17
FORM RD.C.1	MBD 2: TAX CLEARANCE REQUIREMENTS.....	18
FORM RD.C.2	MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION CERTIFICATE OF INDEPENDENT TENDER DETERMINATION.....	19 20
FORM RD.C.3	PROOF OF REGISTRATION WITH THE CIDB	22
FORM RD.C.4	COMPLIANCE WITH OHSA (ACT 85 OF 1993)	23
FORM RD.C.5	RECORD OF SERVICES PROVIDED TO ORGANS OF STATE.....	24
FORM RD.C.6	SCHEDULE OF PLANT AND EQUIPMENT	25
FORM RD.C.7	STATUS OF CONCERN SUBMITTING TENDER	26
FORM RD.C.8	CLASSIFICATION OF BUSINESS	28
	SCHEDULE OF SECTORS	29
FORM RD.C.9	MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION.....	30
FORM RD.C.10	CERTIFICATE OF AUTHORITY OF SIGNATORY.....	31
FORM RD.C.11	CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA.....	32
FORM RD.C.12	LETTER OF INTENT TO PROVIDE A PERFORMANCE BOND.....	33
FORM RD.E.1	RECORD OF ADDENDA TO TENDER DOCUMENTS.....	35

FORM RD.A.1 MBD 4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state.
2. Any person, having kinship with persons in the service of the state¹, including blood relationship, may make an offer in terms of this invitation to tender. 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 tender.

3.1	Full name of tenderer or his/her representative:		
3.2	Identity number:		
3.3	Position occupied in the tendering company: (e.g. director, trustee, shareholder ²)		
3.4	Company registration number:		
3.5	Tax reference number:		
3.6	VAT Registration number:		
3.7	The names of all directors / trustees / shareholder / members, their individual identity numbers and state employee numbers must be indicates in paragraph 4 below		
3.8	Are you presently in the service of the state?	YES	NO
	If YES, furnish particulars		
3.9	Have you been in the service of the state for the past twelve months?	YES	NO
	If YES, furnish particulars		
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this tender?	YES	NO

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 of the national council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality of 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 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

	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	Is 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 tendering for this contract?	YES	NO
	If YES, furnish particulars		

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

[illegible]

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature: _____

Date:

FORM RD.A.2 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 audi alteram partem 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)? (To access this register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445).	YES	NO
	If so, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	YES	NO
	If so, furnish particulars:		

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

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.

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

NB BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all tenders:

- The 80/20 system for requirements with a Rand value equal to or above R30 000 and up to R50 000 000.00 (**all applicable taxes included**); and
- The 90/10 system for requirements with a Rand value above R50 000 000.00 (**all applicable taxes included**).

1.2 The value of this tender is estimated not to **exceed** R50 000 000.00 and therefore the **80/20** system shall be applicable.

1.3 Preference points for this tender shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution

1.3.1 The points for this tender are allocated as follows:

	POINTS
1.3.1.1 QUALITY CRITERIA/PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for QUALITY, B-BBEE must not exceed	100

1.4 Failure on the part of a tenderer to fill in and/or to sign this form and submit a 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) together with the tender, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 Blank or incomplete particulars or insufficient documentary proof thereof, or failure to sign the declaration, will be construed to mean that the tenderer is not claiming preference points, in which case no points will be awarded for HDI.

2. DEFINITIONS

2.1 **All applicable taxes** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

2.2 **B-BBEE** means broad-based black economic empowerment as defined in Section 1 of the Broad-Based Black Economic Empowerment Act.

2.3 **B-BBEE Status Level of Contributor** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

2.4 **Broad-Based Black Economic Empowerment Act** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

- 2.5 **Comparative price** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
- 2.6 **Consortium or joint venture** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.7 **Contract** means the agreement that results from the acceptance of a tender by an organ of state.
- 2.8 **EME** means any enterprise with an annual total revenue of R5 million or less.
- 2.9 **Firm price** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
- 2.10 **Functionality** means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder.
- 2.11 **Non-firm prices** means all prices other than **firm** prices.
- 2.12 **Person** includes a juristic person.
- 2.13 **Rand value** means that total estimated value of a contract in South African currency, calculated at the time of tender invitations and includes all applicable taxes and excise duties.
- 2.14 **Sub-contract** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.15 **Tender** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services works or goods, through price quotations, advertised competitive bidding processes or proposals.
- 2.16 **Total revenue** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007.
- 2.17 **Trust** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **Trustee** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 3. ADJUDICATION USING A POINT SYSTEM**
- 3.1 The tenderer obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 (two) decimal places.
- 3.4 In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more tenders have scored equal points including equal preference points for B-BBEE, the successful tender must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20

90/10

$$P_S = 80 \left(1 - \frac{P_T - P_{MIN}}{P_{MIN}} \right)$$

$$P_S = 90 \left(1 - \frac{P_T - P_{MIN}}{P_{MIN}} \right)$$

Where

P_S = Points scored for price of tender under consideration

P_T = Rand value of tender under consideration

P_{MIN} = Rand value of lowest acceptable tender

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Tenderers other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. TENDER DECLARATION

Tenderers who claim points in respect B-BBEE Status Level of Contribution must complete the following

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?
(delete which is not applicable)

YES	NO
-----	----

8.1.1 If YES, indicate:

Name of subcontractor	% to be subcontracted	B-BBEE status level of sub-contractor	Is the sub-contractor an EME (delete which is not applicable)	
			YES	NO
			YES	NO
			YES	NO

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of FIRM: _____

9.2 VAT Registration number: _____

9.3 Company registration number: _____

9.4 Type of firm:

Partnership

One person business/sole trade

Close corporation

Company

(Pty) Limited

Small Medium Micro Enterprises

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

(Tick applicable box)

9.5 Describe principal business activities

9.6 Company classification

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter etc.

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

(Tick applicable box)

9.7 Municipal information

Municipality where business is situated:

Registered account number:

Stand number:

9.8 Total number of years the firm has been in business

--

9.9 I/we, the undersigned, who warrants that he/she is duly authorized to do so on behalf of the company/firm certify that points claimed, based on the B-BBEE status level of contribution, indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

i) The information furnished is true and correct.

- ii) The preference claimed is 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
 - a) disqualify the person. from the tender process;
 - b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
 - 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) restrict the tenderer or contractor, its shareholders and directors, or only the shareholders and directors WHO acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteran partem (hear the other side) rule have been applied; and
 - e) forward the matter for criminal prosecution.

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.3 B-BBEE EXEMPTED MICRO ENTERPRISE – SWORN AFFIDAVIT

I, the undersigned

Full Name & Surname																
Identity Number							-					-			-	

Hereby declare under oath as follow:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

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

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

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

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

FORM RD.C.1 MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

Attach Tax Certificate/s to this page

FORM RD.C.2 MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all tenders³ invited.
2. Section 4 (1) (b) (iii) of the Competition Act Nol. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging)⁴. Collusive tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. Take all reasonable steps to prevent such abuse;
 - b. Reject the tender of any tenderer if that tenderer or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the tendering process or the execution of the contract.
4. This will serve as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination must be completed and submitted with the tender.

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

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

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

Tender for the 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 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 consortium⁵ will not be construed as collusive tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. Prices;
 - b. Geographical area where product or services will be rendered (market allocation);
 - c. Methods, factors or formulas used to calculate prices;
 - d. The intention or decision to submit or not to submit, a tender;
 - e. The submission of a tender which does not meet the specifications and conditions of the tender; or
 - f. Tendering with the intention not to win the tender.
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.

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.

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 from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

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

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

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

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

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

(Tick applicable box)

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

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

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

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

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

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

ALL SERVICES COMMENCED OR COMPLETED TO AN ORGAN OF STATE IN THE LAST FIVE YEARS				
	Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity.	Title of contract for the service	Value of contract for service incl. VAT (Rand)	Date completed (State current if not yet completed)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

(Attach additional pages if more space is required.)

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.6 SCHEDULE OF PLANT AND EQUIPMENT

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

Major equipment owned/leased that is immediately available for the execution of the works	
Quantity	Description, size, capacity etc.

(Attach additional pages if more space is required)

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

(Attach additional pages if more space is required)

FORM RD.C.7 STATUS OF CONCERN SUBMITTING TENDER
1. General

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

Public Company

Private Company

Closed Corporation

Partnership

Sole Proprietary

Joint Venture / Consortium

Co-operative

(Mark the appropriate option)

2. Information to be provided

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

If the Tendering Entity is a:		Documentation to be submitted with the tender
6	<u>Co-operative</u>	CIPRO CR2 - Certified copies of Company registration document.
7	<u>Joint Venture / Consortium</u>	All the documents (as described above) as applicable to each partner in the joint venture / consortium as well as a certified copy of the joint venture / consortium agreement.

Note:

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

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

Yes

☐

No

☐

(Make an X in the appropriate space)

REGISTRATION NO: _____

FORM RD.C.8 CLASSIFICATION OF BUSINESS

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

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

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

YES	NO
-----	----

(Tick appropriate box)

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

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

- ii. Size or class:

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

- iv. Total annual turnover:

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

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

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

- i. A letter from the tenderer's auditor or an affidavit from the South African Police Services confirming the correctness of the abovementioned information,
- ii. Company profile indicating the tenderer's staff compliment, and
- iii. 3 year financial statement or since their establishment if established during the past 3 years.

SCHEDULE OF SECTORS

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

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

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

Indicate whether these have been included in the tender:

YES	NO
-----	----

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

YES	NO
-----	----

If so, state particulars _____

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

YES	NO
-----	----

If so, state particulars _____

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

YES	NO
-----	----

If so, state particulars _____

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

YES	NO
-----	----

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.10 CERTIFICATE OF AUTHORITY OF SIGNATORY**RESOLUTION** of 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:

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

Tender Number:	ROC 13 2021/22
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 when required on tendered rates and subject to available budget: 3-Year Term

2. *Mr/Ms: _____
in *his/her capacity as _____

and who will sign as follow:

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

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

NAME	CAPACITY	SIGNATURE

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

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

*Joint venture/consortium name: _____

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

_____ authorised signatory of the enterprise

_____ acting in the capacity of lead partner

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

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

Note:

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

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

It is hereby agreed that a Performance Bond drafted **exactly** as set out in the attached examples (See Section C1.3: Form of Guarantee) will be provided by the Surety named below:

Name of Surety (Bank or Insurer)

Address:

Signed:

Name:

Capacity:

On behalf of Tenderer (name of tenderer)

Date:

CONFIRMED BY Surety's Authorised representative

Signature(s):

Name (print):

Capacity

On behalf of Surety (Bank or Insurer)

Date:

Note: Refer to the Annexure to **C1.3 Form of Guarantee** for the List of Institutions from who Contract/Deposit Guarantees will be accepted.

FORM RD.D.1 MANDATORY REQUIREMENTS

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

1. Company experience

Proof of completed guardrail maintenance works

- The tenderer must have a minimum of CIDB 4CE.
- Three successfully completed guardrail projects of which one must not be less than R1-million **(Corresponding letters of appointment and completion certificates on letter heads from employers must be attached to the tender document as proof of value and works completed).**

2. Key staff

- Construction Manager (Part time)
- Site Supervisor
- Safety Officer
- Administrative Officer

The Construction manager must attend all contractual meetings and must respond to all contractual obligations timely.

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

- The Construction Manager must have at least a National Diploma in Civil Engineering (NQF Level 6),
- Site Supervisor must have at least a National Certificate (NQF Level 5).
- 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), and
- The Administrative Officer must have at least a matric certificate. The Site Supervisor must be able to read and interpret contractual documents and drawings. The Safety Officer must be able to carry out tasks in line with the Health and Safety Act (Act 85 of 1993), the latest Construction Regulations as well as the COVID-19 Risk adjusted strategy. The Administrative Officer must be able to record all relevant information pertaining to the contract, produce the relevant reports using software programmes as well as produce the payment certificates in a format that will be agreed with the City of Tshwane once appointment has been made.

3. Equipment

A 2-ton truck (minimum size) to transport labour safely according to the latest Construction Regulations together with tools and construction materials.

Proof of ownership or hire agreement document must be attached to the tender document to ensure availability of the truck once appointed.

4. Bank Rating

Proof of minimum **Level C Bank rating at R1-million quote** from the bidder's financial institution registered with the NCR must be provided with the tender.

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

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

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably). Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2 Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:
- $$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on

<http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.

- 1.6 A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
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 period	
Steel Value-added Products	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

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

The relevant rates of exchange information is accessible on www.resbank.co.za

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

Currency	Rates of exchange
----------	-------------------

US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO. ROC 13 2021/22

ISSUED BY: (Procurement Authority / Name of Institution): City of Tshwane

.....
NB

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

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

I, the undersigned, (full names), do hereby declare, in my capacity as of

..... (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

WITNESS No. 2 _____

DATE: _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	ROC 13 2021/22		
(C2)	Tender description:	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 period		
(C3)	Designated product(s):			
(C4)	Tender Authority:			
(C5)	Tendering Entity name:			
(C6)	Tender Exchange Rate:	Pula	<input type="text"/>	EU
			<input type="text"/>	GBP
(C7)	Specified local content %			

NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS

Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

(C20) Total tender value

Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

R 0

Signature of tenderer from Annex B

(C21) Total Exempt imported content

R 0

<div>Date: <div></div></div>	<i>(C22)</i> Total Tender value net of exempt imported content	R 0
	<i>(C23)</i> Total Imported content	R 0
	<i>(C24)</i> Total local content	R 0
	<i>(C25)</i> Average local content % of tender	

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	ROC 13 2021/22					
(D2)	Tender description:	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 period					
(D3)	Designated Products:						
(D4)	Tender Authority:						
(D5)	Tendering Entity name:						
(D6)	Tender Exchange Rate:	Pula		EU		GBP	

NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS

A. Exempted imported content

Calculation of imported content

Summary

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content

Summary

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value	
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)	
				(D32) Total imported value by tenderer							R 0	
C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary		
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value	
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)	
(D45) Total imported value by 3rd party										R 0		

D. Other foreign currency payments			Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

Date: _____

Summary of payments
Local value of payments
(D51)
R 0

This total must correspond with Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	ROC 13 2021/22	NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS
(E2)	Tender description:	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 period	
(E3)	Designated products:		
(E4)	Tender Authority:		
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value	% of LC
	(E6)	(E7)	(E8)	
	(E9) Total local products (Goods, Services and Works)		R 0	

(E10)	Manpower costs	(Tenderer's manpower cost)	R 0
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R 0

(E13) Total local content

R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

Portion 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

TABLE OF CONTENTS

C1.1	FORM OF OFFER AND ACCEPTANCE	2
	OFFER	2
	ACCEPTANCE	3
	SCHEDULE OF DEVIATIONS	4
C1.2	CONTRACT DATA	6
C1.3	FORM OF GUARANTEE	21
C1.4	GUARANTEE (CASH DEPOSIT).....	24
C1.5	HEALTH AND SAFETY AGREEMENT	26
C1.6	ADJUDICATOR'S AGREEMENT	28

C1.1 FORM OF OFFER AND ACCEPTANCE

STAMP

OFFER

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

ROC 13 2021/22: 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: 3-Year Term

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

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

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document 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.

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** and bidder will be appointed on rates)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR THE 3 YEARS

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

.....

.....(in words)

FOR AND ON BEHALF OF THE TENDERER:

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. _____

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data
Part 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.

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

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____
2. _____

SCHEDULE OF DEVIATIONS

Notes:

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

4.1 Subject: _____

Details: _____

4.2 Subject: _____

Details: _____

4.3 Subject: _____

Details: _____

4.4 Subject: _____

Details: _____

4.5 Subject: _____

Details: _____

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

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

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(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.

C1.2 CONTRACT DATA

TABLE OF CONTENTS

C.1.2.1	GENERAL CONDITIONS OF CONTRACT	7
C1.2.2	VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT	8
C1.2.3	DATA PROVIDED BY THE EMPLOYER.....	17
C1.2.4	DATA PROVIDED BY THE CONTRACTOR.....	20

C.1.2.1 GENERAL CONDITIONS OF CONTRACT

The general conditions of contract applicable to this contract shall be the **General Conditions of Contract for Construction Works, Third Edition (2015)** of the South African Institution of Civil Engineering (SAICE), read together with the Variations and Additions to the Conditions of Contract as well as the Data provided by employer.

Tenderers, contractors and subcontractors shall obtain their own copies of the document **General Conditions of Contract for Construction Works, Third Edition (2015)** for tendering purposes and for use for the duration of the contract from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 and shall bear all expenses in this regard.

C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT

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

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
1.1	<p>Add the following definitions:</p> <p>1.1.1.35 <i>“Work Package” is work to be carried out under this contract.</i></p> <p>1.1.1.36 <i>“Package Order” is an instruction to carry out a Work Package.</i></p>
1.2.1	<p>Add the following to the clause:</p> <p>1.2.1.3 <i>Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</i></p>
1.2.3	<p>Add the following to the clause:</p> <p>1.2.3.1 <i>The Employer has authorised the Executive Director: 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 Executive Director: Regional Operations and Coordination has no authority and the Employer’s approval is required before execution thereof.</i></p>
4.3	<p>Add the following new sub-clause:</p> <p>4.3.3 <i>Wages and conditions of work:</i></p> <p>i. <i>For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectoral Determination: Civil Engineering Sector published from time to time.</i></p> <p>ii. <i>Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</i></p> <p>Add the following new sub-clause:</p> <p>4.3.4 <i>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37(2) of the Act. The Contractor shall sign the Occupational Health and Safety Agreement for Contract Work in the City of Tshwane Metropolitan Municipality included in section C1.5.</i></p> <p>Add the following new sub-clause:</p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p>4.3.5 <i>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</i></p> <p>Add the following new sub-clause:</p> <p>4.3.6 <i>Contractor's Designer</i></p> <p><i>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 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>
6.1	<p>Add the following new sub-clause:</p> <p>6.1.2 <i>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relive the Contractor in any way of his obligations either in contract or in delict.</i></p> <p>Add the following new sub-clause</p> <p>6.1.3 <i>The Contractor shall be paid at Pretoria in the currency of the Republic of South Africa only at the Office of the Chief Financial Officer of the CITY OF TSHWANE, unless otherwise stated in the Data provided by Employer.</i></p>
8.6	<p>Replace clause 8.6 with the following:</p> <p>8.6 Insurances</p> <p>8.6.1 <i>Without limiting the Contractor's/Sub-contractor's obligation in terms of the Contract, the Employer will effect and maintain for the duration of the Contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurances in the name of the Contractor (including all Subcontractors whether nominated or otherwise):</i></p> <p>8.6.2 <i>The Employer's insurer will indemnify the Contractor/Sub-contractor against physical loss of or damage to any part of the Property Insured not exceeding the maximum contract value or the final contract value estimated at inception including free issue materials were applicable as stated in the Contract Data:</i></p> <p>a. <i>Whilst in transit including loading and unloading whilst temporarily stored at any premises en route to or from the Contract Site within the Territorial Limits;</i></p> <p>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></p> <p>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</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>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></p> <ul style="list-style-type: none"> <i>d. Removal of debris;</i> <i>e. Surrounding property</i> <i>f. Work away;</i> <i>g. Off site storage</i> <i>h. Temporary repairs;</i> <i>i. Contribution clause – marine;</i> <i>j. Escalation during Contract Period;</i> <i>k. Post loss escalation;</i> <i>l. Automatic reinstatement;</i> <i>m. Principals maintenance;</i> <i>n. Property taken over;</i> <i>o. Beneficial occupation;</i> <i>p. Escalation due to currency fluctuation;</i> <i>q. Manufacturers guarantees</i> <p>8.6.3 <i>The Employer's insurer will indemnify the Contractor/Sub-contractor against all sums for which the Contractor/Sub-contractor shall become legally liable towards third party claimants to pay for and in consequence of:</i></p> <ul style="list-style-type: none"> <i>a. Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Subcontractor);</i> <i>b. Accidental physical loss or damage to tangible property occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule. The minimum limit of indemnity for any one event is R10-million in respect of contracts with a contract value of up to R50-million (excluding VAT).</i> <p>8.7 <i>Insurance premium payable</i></p> <p><i>The Employer will pay the insurance premium for the works damage and public liability insurance cover. The insurance premium will be calculated based on the approved budget per financial year and the insurance premium will be charged out to the relevant departments by the Section: Insurance and Risk Management.</i></p> <p>8.8 <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>8.9 <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>8.10 <i>Contractor satisfied with insurance</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover affected by the Employer.</i></p>
8.11	<p><i>Contractor to observe conditions</i></p> <p><i>The Contractor shall give all notices and observe all conditions and requirements imposed by the relevant insurance policies, which shall be binding on the Contractor.</i></p>
8.12	<p><i>Contractor to insure</i></p> <p><i>The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurance policies at an insurance company within 14 (fourteen) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Project Manager, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</i></p> <ul style="list-style-type: none"> <i>a. All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i> <i>b. Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R10-million per claim with the number of claims unlimited.</i> <i>c. SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i> <i>d. In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Subcontractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles.</i> <i>e. Proof must also be submitted that the Contractor complies with the conditions of the following legislation:</i> <ul style="list-style-type: none"> <i>- Compensation for Occupational Injuries and disease, 1993</i> <i>- Unemployment Insurance Act, 1996</i> <i>- The Contractor shall in respect of the Site of the contract works appoint in writing a Section 16 appointee to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended.</i>
8.13	<p><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>
8.14	<p><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 Project Manager will adhere to the following procedures:</i></p> <ul style="list-style-type: none"> <i>a. In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer's Agent of every occurrence within 48 (forty-</i>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>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 Project Manager must take note the Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting.</i></p> <p>c. <i>The following documentation must be included with the claim documentation:</i></p> <ul style="list-style-type: none"> - <i>Photos of damages caused or suffered as proof or substantiation of the claims.</i> <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>8.15 <i>Reporting of catastrophic incidents</i></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 Manager of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.</i></p> <p>b. <i>The Employer's Agent must notify the Section: Insurance and Risk Management on the same day that the Contractor/Sub-contractor has notified the Project Manager of the incident.</i></p> <p>c. <i>The Section: Insurance and Risk Management will notify the Employer's insurer of the incident. The Contractor/Sub-contractor shall afford all reasonable access to the Site to the Employer, the Employer's 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 Project Manager more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.</i></p> <p>8.16 <i>Reporting of crime related incidents</i></p> <p><i>All crime related incidents, losses or shortages irrespective of the value, must be reported within 24 (twenty-four) hours by the person who was involved or who has discovered the incident to the nearest South African Police Services (SAPS) station. The name of the Police Station, Investigation Officer and the Case number must be obtained and stated on the Contractor Claim Form. Should the incident not be reported to the SAPS, the claim will be repudiated.</i></p> <p>8.17 <i>Claim documentation</i></p> <p><i>The Employer's Agent must obtain all relevant information from the Contractor/Sub-contractor and complete the Contractor Claim Form, included in this report as Annexure B that is available on the Intranet. The project number must be stated on the Contractor Claim Form.</i></p> <p><i>The Employer's Agent must submit with the Contractor Claim Form a detailed cost sheet indicating the estimate of the loss or damage.</i></p> <p><i>Any misrepresentation, misdescription or non-disclosure of material facts, at the option of the insurers, can result in claims submitted being declared null and void.</i></p> <p>8.18 <i>Authorization of claim forms</i></p> <p><i>It is imperative that a formally delegated official or his nominee of the Employer should authorize the Contractor Claim forms as proof of the appropriate authorization, verification and approval of claims submitted. The Strategic Executive Director must provide an authorization letter to the Section: Insurance and Risk Management stating the names and the specimen signatures of the delegated official or his nominee within 30 (thirty) days from approval of this report by Council. Should the delegated official or his nominee not sign the relevant claim form, the claim will be repudiated as this may lead to inappropriate independent verification of the validity of claims, thereby increasing the risk of insurance fraud and consequent reputation damage to the Employer.</i></p> <p>8.19 <i>Contractor to pay deductibles</i></p> <p><i>Any claim in terms of the insurance affected by the Employer shall be subject to the Contractor being responsible for the payment of the amount stated in the Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the Certificate of Insurance issued by the Employer's insurer in terms of the Policy.</i></p> <p>8.20 <i>Settlement of claims</i></p> <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>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>The Contractor <u>shall negotiate</u> for the settlement of claims with the Employer or the Employer's insurer through the Section: Insurance and Risk Management. The Employer's Chief Financial Officer will authorize all settlements of claims.</i></p> <p><i>Should action for the settlement of any such claim to the satisfaction of the Employer's Agent not be taken by the Contractor/sub-contractor within 30 (thirty) days after receipt of such claim by the Contractor/sub-contractor, the Employer or the Employer's insurer may settle any such claim, after giving the Contractor notice of its intention to do so; provided that no such claim shall be settled by the Employer or the Employer's insurer without first consulting the Contractor/sub-contractor.</i></p> <p><i>The foregoing provisions of this Sub-Clause shall apply mutatis mutandis to any such claim received by the Contractor directly.</i></p>

C1.2.3 DATA PROVIDED BY THE EMPLOYER

CLAUSE/OPTION		DATA																							
1.1.1.13	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:	Isivuno House 143 Lilian Ngoyi Street, Pretoria																						
		Postal Address:	P.O. Box 1409 PRETORIA 0001																						
		E-Mail Address:	Calip@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:	Capitol Towers North, 225 Madiba Street, Pretoria																						
		Postal Address:	P.O. Box 1409 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><tr><th>CLAUSE</th><th>DUTY/FUNCTION</th></tr><tr><td>3.2.4</td><td>Authorization to Employer’s Agent Representative or any other person</td></tr><tr><td>3.3.1</td><td>Nomination of person as Employer’s Agent Representative</td></tr><tr><td>4.10.1</td><td>Approval to use the Site for any other purpose such as housing</td></tr><tr><td>5.3.1</td><td>Delivery of the written notice to commence the execution of the works</td></tr><tr><td>5.6.3</td><td>Approval of programme of construction</td></tr><tr><td>5.7.2</td><td>Permission to carry out work by day and by night</td></tr><tr><td>5.8.1.1</td><td>Approval to work on special non-working days and between sunset and sunrise</td></tr><tr><td>5.9.7</td><td>Approval of Contractor’s designs</td></tr><tr><td>5.11</td><td>Suspension of progress of the Works</td></tr><tr><td>5.13.2</td><td>Reduction of penalty for delay</td></tr></table>		CLAUSE	DUTY/FUNCTION	3.2.4	Authorization to Employer’s Agent Representative or any other person	3.3.1	Nomination of person as Employer’s Agent Representative	4.10.1	Approval to use the Site for any other purpose such as housing	5.3.1	Delivery of the written notice to commence the execution of the works	5.6.3	Approval of programme of construction	5.7.2	Permission to carry out work by day and by night	5.8.1.1	Approval to work on 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
CLAUSE	DUTY/FUNCTION																								
3.2.4	Authorization to Employer’s Agent Representative or any other person																								
3.3.1	Nomination of person as Employer’s Agent Representative																								
4.10.1	Approval to use the Site for any other purpose such as housing																								
5.3.1	Delivery of the written notice to commence the execution of the works																								
5.6.3	Approval of programme of construction																								
5.7.2	Permission to carry out work by day and by night																								
5.8.1.1	Approval to work on special non-working days and between sunset and sunrise																								
5.9.7	Approval of Contractor’s designs																								
5.11	Suspension of progress of the Works																								
5.13.2	Reduction of penalty for delay																								

		5.14.2	The issue of a Certificate of Practical Completion
		5.14.4	The issue of a Certificate of Completion
		5.16.1	The issue of a Final Approval Certificate
		6.3.1	Variation Orders in respect of variations which are not small
		6.6	Instruction to expend on Provisional and Prime Cost Sums
		6.11	Adjustment of Preliminary and General allowances
		7.8.1	Order to execute work of repair, etc, during the Defects Liability Period
		7.8.2	Determination of value of repair work
		8.2.2.2	Order to repair and make good damage arising from any excepted risk
5.3.1	The documentation required before commencement with Works execution are:	<ul style="list-style-type: none">• Health and Safety Plan (Refer to Clause 4.3)• Initial programme (Refer to Clause 5.6)• Security (Refer to Clause 6.2)• Proof that all contributions required in terms of the provisions of the Workman’s Compensation Act (Act no 30 of 1941) as amended in 1993, 2002 have been paid (Refer to Cause 4.3.2)• A certified copy of Unemployment Insurance Certificate, Act of 1996 (Refer to Clause 4.3.2)	
5.3.2	The time to submit the documentation required from the Commencement Date is:	28 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">• Guarantee from approved financial institution or cash deposit.• The Form of Guarantee is to contain the wording of the pro forma document included as C1.3 or C1.4 contained herein.	
	Liability of performance guarantee/cash deposit	The liability of the guarantee shall be for R100 000.00.	
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:• “L” is the “Labour Index” and shall be Gauteng under CPI as published by Statistics South Africa.• “P” is the “Plant Index” and shall be Plant and equipment under Mining and construction plant and equipment price index as published by Statistics South Africa.• “M” is the “Material Index” and shall be the Production Price Steel Index for medium sections from Table E-A as published by SEIFSA.	

		<p>"F" is the "Fuel Index" and shall be Diesel under PPI as published by Statistics South Africa.</p> <table border="1"> <thead> <tr> <th>Coefficient</th><th>Description</th><th>Value</th></tr> </thead> <tbody> <tr> <td>x</td><td>Portion not subject to adjustment</td><td>0.10</td></tr> <tr> <td>a</td><td>Labour</td><td>0.20</td></tr> <tr> <td>b</td><td>Civil Engineering Plant</td><td>0.10</td></tr> <tr> <td>c</td><td>Material</td><td>0.60</td></tr> <tr> <td>d</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 for year one is the month prior to the closing of the procurement process required for a financial offer. 	Coefficient	Description	Value	x	Portion not subject to adjustment	0.10	a	Labour	0.20	b	Civil Engineering Plant	0.10	c	Material	0.60	d	Fuel	0.10
Coefficient	Description	Value																		
x	Portion not subject to adjustment	0.10																		
a	Labour	0.20																		
b	Civil Engineering Plant	0.10																		
c	Material	0.60																		
d	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) exclusive of VAT																		
	The limit of retention money is:	R100 000.00																		
8.6	Insurance of the Works and Public Liability Insurance	<p>The Employer shall arrange this insurance.</p> <p>A copy of the policy and the list of excesses may be obtained from</p> <p>Contractors All Risk and Liability Insurance</p> <p>Ms. Morongwa Mokoena (Tel: 012 358 1126) morongwam@tshwane.gov.za</p> <p>Mrs Ronett Marlow-Reid (Tel: 012 358 1131) ronettm@tshwane.gov.za</p> <p>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 R100 000.00		
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. _____

ANNEXURE

List of institutions from which contract /deposit guarantees can be accepted

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

C1.4 GUARANTEE (CASH DEPOSIT)

Contract: _____

Description of Contract: _____

Employer: **CITY OF TSHWANE METROPOLITAN MUNICIPALITY**

Contractor: _____

I/We, the undersigned, deposit herewith ¹cash / a bank certified cheque, in the amount of

as surety for the due performance of the Contract by the abovementioned Contractor, and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of non-performance of the Contract by the Contractor.

The amount thus deposited shall at the sole discretion of the above Employer be utilised and appropriated in the manner it deems fit which shall include but not be limited to the set off of claims upon occurrence of any one or more of the following events:

- (a) the Contractor being placed under provisional liquidation or committing any one or more of the acts of insolvency as provided for in the Insolvency Act, 1936 (Act 24 of 1936);
- (b) failure to comply with the conditions of the contract by the contractor; or
- (c) if the contract is terminated.

A letter received from the Employer stating that any one or more of the aforementioned has occurred shall be sufficient notice to effect appropriation of such deposit. A certificate under the hand of the Engineer as defined under the contract described above reflecting the amount of damages shall for all purposes be deemed to be sufficient to proof to do a set off of claims

The deposit shall, subject to the above, be returned to the Contractor on the issue of the Completion Certificate in terms of the Contract, unless the Employer has utilised and / or appropriated the monies as provided for above.

¹ Delete which is not applicable

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.

DRAFT

C1.5 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, STEEL STRUCTURES AND SECURITY FENCES AS WELL AS UPDATING THE INVENTORY ON THE STREET FURNITURE MANAGEMENT SYSTEM AS AND WHEN REQUIRED OVER A 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 as the case may be.
- (d) The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with the undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

_____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

_____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

C1.6 ADJUDICATOR'S AGREEMENT

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

_____ (name of company / organisation)

of _____

_____ (address) and

_____ (name of company / organisation)

of _____

_____ (address) (the

Parties) and

_____ (name of Adjudicator)

of _____

_____ (address) (the

Adjudicator).

Disputes or differences may arise/have arisen¹ between the Parties under a Contract dated _____ and known as _____

and these disputes or differences shall be/have been² referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 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.

¹ Delete as necessary

² 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

Witness

Name:

Address:

Date:

SIGNED by:

Name:

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

Witness:

Name

Address:

Date:

SIGNED by:

Name:

the Adjudicator in the presence of

Witness:

Name:

Address:

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 ¹ currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

¹ Delete as necessary

PART C2: PRICING DATA

PRICING DATA

CONTENTS

C2.1 PRICING INSTRUCTIONS.....2

C2.2 PRICING SCHEDULE.....5

C2.3 SUMMARY OF PRICE SCHEDULE.....24

C2.1 PRICING INSTRUCTIONS

1. General

- 1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Bill of Quantities. The Schedule has to be completed in black ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.
- 1.2 The Bill of Quantities shall be read with all the documents which form part of this Contract.
- 1.3 The following words shall have the meanings hereby assigned to them:
- | | |
|-----------|--|
| Unit: | The unit of measurement for each item of work in terms of the Specifications 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 Bill of Quantities, 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.

2. Pay Items

- 2.1 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 operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.
- 2.2 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 2.3 The quantities set out in the Bill of Quantities are only 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.
- 2.4 The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill

of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m ²	=	square metre	No.	=	number
sum	=	lump sum	PC sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
%	=	percentage	d	=	day
m	=	month			

No payment shall be made for any work orders without a detailed sketch and job card with all quantities with digital photographs and the updating of the inventory.

The Contractor shall employ a Manager responsible for the quality management to inspect and approve all works within 48 hours after the completion and report any non-compliant defects or any poor workmanship for immediate remedial measures.

The job card shall be signed by the Quality Manager and submitted with the sketches and photographs for payment purposes. The Manager shall be trained at the Contractors cost by a qualified trainer employed by a training agency or approved consulting engineering company or any other competent trainer approved by the employer.

3. Rates

- 3.1 The prices and rates to be inserted in the Bill of Quantities are to be full inclusive prices for the work described under the various items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 3.2 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not.
- 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 Bill of Quantities shall be in Rands (ZAR) and whole cents. Fractions of a cent shall be discarded.

- 3.7 All prices and rates entered in the Bill of Quantities must be **excluding** VAT.
- 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 BILL OF QUANTITIES (The quantities given are only to provide a method to evaluate the bids and is not a reflection of the actual expected quantities)

All items in a section must be priced.

- 3.10 The rates shall include the following inventory records and reports and submitted with every monthly invoice in order to qualify for payment:
- i. At least 2 hard copy photographs before and after maintained indicating the sign or device ID number (if required) and maintenance date.
 - ii. A sketch plan of the link with all devices in that specific link, street names, suburb name, ward name, region, artisan or foreman name, device code, north point, and signatures from the foreman and the Contractor's Quality Manager.
 - iii. Capturing of the data into a management system. A suitable computer connected to the internet must be provided by the Contractor so that CoT will install the relevant programme.

NO extra payment shall be made for the above mentioned photographs sketch plan or capturing of the data.

The contractor shall NOT qualify for payment without the abovementioned documents as per 3.10 (i) and (ii) being supplied with the invoice.

- 3.11 The employer reserves a right to conduct service provider's capability to deliver on the contract and as such any service provider found to pose a risk of non-delivery on any material fact will and/or shall be disqualified.

CORRECTION OF ENTRIES MADE BY TENDERER

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

C2.2 BILL OF QUANTITIES

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

Person Authorized to sign Tender:

FULL NAME (BLOCK LETTERS):

SIGNATURE:

DATE:

[illegible]

TOTAL CARRIED TO SUMMARY					
Signature of person authorised to sign the tender:					Date

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 1 : ANCILLARY WORK				
	SECTION 101 : SITE CLEARING AND GRUBBING				
LI 101.01	Clearing and grubbing				
101.01.02	Clearing and grubbing (1m wide strip)	m ²	400		
LI 101.02	Cutting and removing large trees with a girth-				
101.02.01	exceeding 1 m and up to and including 2 m	no	5		
101.02.02	exceeding 2 m and up to and including 3 m	no	5		
LI 101.03	Grubbing and the removal of the stumps and roots of large trees with a girth-				
101.03.01	exceeding 1 m and up to and including 2 m	no	5		
101.03.02	exceeding 2 m and up to and including 3 m	no	5		
LI 101.05	Removal and Disposal of specific elements				
101.05.01	Concrete Kerbing/Kerbing combination	m	50		
B101.05.02	Concrete and brick elements	m ²	200		
B101.05.02.05	Asphalt Surfacing	m ²	50		
TOTAL CARRIED TO SUMMARY					

Signature of person authorised to sign the tender:	Date
--	------

--	--

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 1 : ANCILLARY WORK				
	SECTION 107: DAYWORKS				
LI B107.01	Labour during normal working hours Monday - Saturday (07:00 -17:00)				
107.01.01	Unskilled labour	h	40		
107.01.02	Skilled labour	h	40		
B107.02	Extra-over item B107.01 for charges and overheads				
107.02.01	Unskilled labour	%	40		
107.02.02	Skilled labour	%	40		
B107.03	Construction Equipment				
107.03.01	Truck up to 4 ton	day	2		
107.03.02	TLB Backhoe loaders (Mass 7 - 8 ton)	day	2		
107.03.03	Generator (15kVA)	day	5		
107.03.04	Pedestrian roller (500 - 550kg, width 390mm)	h	5		
107.03.05	Pedestrian roller (1000 - 1500kg, width 900mm)	h	5		
107.03.06	Compressor (185 cfm) including 2 drills and hoses	h	5		
107.03.07	Arc Welder (200amh) with generator	h	5		
107.03.08	Angle Grinder	h	5		
107.03.09	Drill	h	5		
TOTAL CARRIED TO SUMMARY					
Signature of person authorised to sign the tender:					Date

ITEM	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	Single-sized crushed stone (19mm)	m ³	20		
501.04	Geotextiles				
501.04.01	Bidem Grade A1 (1.3mm thick)	m ²	100		
501.04.02	Bidem Grade A4 (2.1mm thick)	m ²	100		
501.05	Pipes in subsurface drains				
501.05.02	160mm ø perforated pipe	m	50		
501.07	Concrete outlet structures for subsurface drains, including formwork	m ³	5		
501.08	Concrete caps for subsurface drain pipes	no	5		
TOTAL CARRIED TO SUMMARY					

Signature of person authorised to sign the tender:	Date
--	------

--	--

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

Signature of person authorised to sign the tender:	Date
--	------

--	--

ITEM	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				
609.01.01.01	Continuously graded	m ²	50		
606.02	Asphalt surfacing 30mm layers				
606.01.01	Using 5.0%, 50/70 Pen Bitumen				
609.01.01.01	Continuously graded (Medium)	m ²	50		
TOTAL CARRIED TO SUMMARY					

Signature of person authorised to sign the tender:	Date
--	------

--	--

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 6 : ROADS AND PARKING AREAS				
	SECTION 607 : BITUMINOUS SURFACE TREATMENTS				
607.11	Supply and installation of "Freysinet" or similar approved rumble strips (100mmx1000mm)				
607.11.01	9,5mm aggregate	no	10		
607.11.01	13,2mm aggregate	no	10		
607.11.01	19,0mm aggregate	no	10		
TOTAL CARRIED TO SUMMARY					

Signature of person authorised to sign the tender:	Date
--	------

--	--

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 6 : ROADS AND PARKING AREAS				
	SECTION 609 : SEGMENTED PAVING				
LI 609.01	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		80		
609.01.02	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		20		
LI 609.03	Re-instatement and construction of edge restraints with:				
609.03.01.01	Figure 3 Precast concrete kerb, According to Drawing no STD 007	m	50		
609.03.01.02	Figure 7 Precast concrete kerb, According to Drawing no STD 007	m	50		
609.03.02	In situ cast concrete, class 25, according to Drawing No STD007	m	30		
TOTAL CARRIED TO SUMMARY					
Signature of person authorised to sign the tender:					
					Date

--	--

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 6 : ROADS AND PARKING AREAS				
	SECTION 610 : CONCRETE PAVEMENTS				
LI 610.01	Re-instatement and construction of concrete pavement				
610.01.01	100mm thickwith Class 25 / 19 concrete and U2 concrete finish in accordance to Drawing STD 008	m ²	50		
610.01.02	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					

Signature of person authorised to sign the tender:	Date
--	------

--	--

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 6 : ROADS AND PARKING AREAS				
	SECTION 611 : GUARDRAILS				
LI 611.01	Guardrails on timber posts				
611.01.01	Galvanized	m	5000		
B611.01.03	Double Galvanized on 2.4m timber posts	m	200		
B611.01.04	Tripple Galvanized on 2.4m timber posts	m	50		
B611.01.05	Back to back galvanized	m	200		
LI 611.02	Guardrails on steel posts				
B611.02.01	Galvanized (Galvanized H-section pole on concrete)	m	300		
B611.02.03	Double Galvanized (Galvanized H-section pole on concrete)	m	50		
611.03.01	Extra over items 611.01 and 611.02 for horizontally curved guardrails, factor bent to a raduis of less than 150m	m	100		
611.04	End units				
611.04.01	End wings	no	50		
611.04.02	Terminal section in accordance with STD013 where single guardrail sections are used.	no	20		
611.04.03	Terminal section in accordance with drawing, where double guardrail sections are used	no	10		
B611.04.04	Bull nose	no	10		
B611.04.05	Concrete barrier backing plate	no	5		
B611.04.06	Concrete barrier anchor plate	no	5		
B611.04.07	Concrete barrier cleat attachment	no	5		
TOTAL CARRIED FORWARD					

Signature of person authorised to sign the tender:	Date
--	------

--	--

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
LI 611.05	Additional guardrail posts				
611.05.01	Timber	no	100		
611.05.02	Galvanized H-steel section for single guardrail	no	50		
B611.05.03	Galvanized H-steel section for double guardrail	no	20		
B611.05.04	Galvanized steel post at kerb inlets	no	20		
B611.05.05	Custom designed and manufactured galvanized steel post not specified in drawings (152mm x 152mm x 29.8kg/m H-section)	m	30		
B611.06	Reflector plates (High Intensity Prismatic reflective material)	no	300		
LI 611.07	Dismantling existing guardrails and posts				
611.07.01	Dismantling guardrails	m	4500		
611.07.02	Removing posts	no	200		
LI 611.09	Re-erection of dismantled guardrails with newly treated timber posts	m	200		
B611.10	Installation of bolts and nuts and timber blocks				
B611.10.01	reinforcing plate, nut and washers.	no	30		
B611.10.02	Galvanized M16 splice bolt with nut and washers	no	30		
B611.10.03	Timber blocks	no	30		
B611.11	Re-alignment of gaurdrail	m	100		
B611.12	E/O for installation of timber posts in hard material	no	50		

TOTAL CARRIED TO SUMMARY	
--------------------------	--

Signature of person authorised to sign the tender:	Date

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 6 : ROADS AND PARKING AREAS				
	SECTION 612 : TRAFFIC SIGNS				
B612.01	Sign boards with painted back-ground, 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	Area not exceeding 5 m ² Engineering grade reflective material	m ²	50		
B612.01.03.02	Area not exceeding 5 m ² High Intensity grade prismatic reflective material	m ²	30		
B612.01.03.03	Area not exceeding 5 m ² High Intensity grade prismatic reflective material with galvanized frames	m ²	20		
B612.01.03.04	Area not exceeding 5 m ² High Intensity grade prismatic reflective material profiled signs	m ²	50		
B612.01.03.05	Area exceeding 5 m ² up to 15m ² High Intensity prismatic reflective material profiled signs	m ²	20		
B612.01.03.06	GL 1 signs Engineering grade prismatic reflective material	m ²	20		
B612.01.03.07	Installation of signs supplied by CoT area not exceeding 5 m ²	m ²	50		
B612.01.03.08	Installation of signs supplied by CoT area exceeding 5 m ² up to 15m ²	m ²	20		
TOTAL CARRIED FORWARD					

Signature of person authorised to sign the tender:	Date
--	------

--	--

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
LI B612.03.02	Steel Tubing - Supply and Installation of Permanent Sign Support				
B612.03.02.01	Galvanized square hollow tube (50 x 50mm x 2mm wall thickness) including base plate and top cap	m	50		
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	50		
B612.03.02.03	Galvanized D section hollow tube complete with base plate to match break away footing (76mm x 2mm wall thickness) including top cap	m	50		
B612.03.02.04	Galvanized round section hollow tube (76mm Ø x 2mm wall thickness) including base plate and top cap	m	100		
B612.03.02.05	Galvanized round section hollow tube (100mm ø x 3mm wall thickness) including base plate and top cap	m	100		
B612.03.02.06	Galvanized D section hollow tube (76mm Ø x 2mm wall thickness) including base plate and top cap	m	100		
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	20		
LI B612.07.02	Dismantling of Existing Traffic Signs				
B612.07.02.01	Signs	m ²	50		
B612.07.02.02	Poles	no	50		
B612.07.02.03	Break-away footing	no	5		

TOTAL CARRIED TO SUMMARY	
--------------------------	--

Signature of person authorised to sign the tender:	Date

PART C3: SCOPE OF WORK

INDEX

Section	Description	Page No
C3.1	DESCRIPTION OF THE WORKS.....	C3.1
C3.2	ENGINEERING.....	C3.2
C3.3	PROCUREMENT.....	C3.3
C3.4	CONSTRUCTION.....	C3.4
C3.5	MANAGEMENT.....	C3.5
C3.6	PARTICULAR SPECIFICATIONS AND VARIATIONS AND ADDITIONS TO THE STANDARD SPECIFICATIONS.....	C3.6
C3.7	REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS: HEALTH AND SAFETY SPECIFICATION.....	C3.7
C3.8	REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE ENVIRONMENTAL MANAGEMENT PLAN.....	C3.8

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Employer's Objectives

The employer's objectives are to deliver road infrastructure and maintain a safe environment. The works in this contract are to be executed by using labour intensive construction methods.

C3.1.2 Overview of the Works

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

C3.1.3 Extent of the Works

Maintenance of balustrades
Maintenance of barriers
Construction of retaining walls
Maintenance of bollards
Maintenance of steel structures
Updating the inventory

C3.1.4 Location of Site

Various Regions within CoT jurisdiction

C3.1.5 Market Analysis

The City of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, Where a tenderer offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the tenderer if they will be able to deliver on the price, if a tenderer confirm that they cannot, the tenderer will be disqualified on the basis of being non-responsive.

If they confirm that they can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

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

C3.2 ENGINEERING

C3.2.1 SCOPE

This specification covers the maintenance of balustrades, barriers, retaining walls, bollards, and structures as well as updating the inventory on the street furniture management system as and when required over a 3-year period.

The following document should be read in conjunction with tender specifications

- The latest edition of the Standard Specifications of Municipal Civil Engineering Works (SSMCEW)
- Standard Construction Details and Design Standards for Roads and Stormwater Drainage Infrastructure
- The Southern African Development Community (SADC) Road traffic signs manuals Volume 1 & 4
- South African Road traffic Signs Manual Volume 2
- Road Traffic Act (act 93 of 1996) and all amendments
- Road Traffic Regulations of 2000 and all amendments

C3.2.2 GENERAL

All general contractual items.

No separate payment will be made for traffic accommodation under section 102 and all traffic accommodation should be included in tendered rates.

C3.2.3 ANCILLARY WORK

All ancillary works and day works.

C3.2.4 DRAINAGE AND EROSION PROTECTION

All drainage and sub soil drains.

C3.2.5 ROADS AND PARKING AREAS

All guard rails, traffic signs, bollards and all surface repairs.

Section 606, 609 and 610 for Surface repairs.

Section 607: Bituminous Surface Treatment - applicable items.

The fixing of rumble strips in accordance with the specifications of the manufacturer. Manufacturer to be approved by the Engineer.

Section 611: Guardrails and STD013 attached.

Section 612: Traffic signs (SSMCEW), South African Road Traffic Signs Manual Volume 1 part 1&3 and Volume 2 chapter 13 and STD018.

All temporary and permanent signs to be removed and/or displayed under the permanent supervision of a competent person with a minimum qualification of standard 8 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 Volume 1: chapter 1 - 5 of the 1997 edition of the South African Road Signs published by

the Department of Transport.

Section B615: Bollards and STD 011 attached.

Section B616: Balustrades and STD 011 attached.

C3.2.6 STRUCTURES

Section 704: Foundation for structures.

Section 702: Falsework, Formwork and Concrete Finish.

Section 703: Steel Reinforcement for Structures.

Section 704: Concrete.

Detail design will be provided.

C3.2.7 MINIMUM PERSONAL COMPUTER SPECIFICATIONS

(No separate payment will be made for the computer)

Intel i5 Processor

8GB 1333 DDR3 SDRAM

500GB SSD Internal Storage

4GB DR3 Graphics Memory

1024 x 768 pixel capable display

Windows 10 64bit

USB 3.0 Ports

Gigabit Ethernet Controller

Web cam

Microsoft Office 365

Wifi adapter

Internet line 50Mbps

C3.2.8 MINIMUM HANDHELD DEVICE SPECIFICATIONS

(No separate payment will be made for the handheld device as well as the data usage updating the inventory on the street furniture management system)

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

Android 9 or OIS14: Required

C3.3 PROCUREMENT

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

C3.3.1 Labour Enhanced Construction

The Contractor's attention is drawn to the fact that this is an objective of the contract to maximise the labour content of certain operations or portions thereof.

The following activities included in the works are considered as suitable for labour enhanced construction:

- Site establishment
- Accommodation of traffic (flagmen and cones positioning under the supervision of a skilled and qualified Supervisor).
- Excavation of the holes
- Removing & stacking of redundant materials

Construction activities, which are undertaken labour intensively, shall be clearly identified by the contractor and approved by the engineer. All negotiations regarding labour intensive work shall be in accordance with the specifications.

The contractor is required to supply records of labour content and job creation with monthly payment certificates.

C3.3.2 Failure to comply with the provisions:

Failure or refusal on the part of the contractor to take necessary steps to ensure that the targeted labour content are met, shall be sufficient cause for the engineer to apply penalties.

C3.3.3 SOCIO ECONOMIC PLAN

Approximately 25% of the total value of the works will benefit the communities in the City of Tshwane in relation to local labour and SMME support as described below.

(a) Local Labour

The tenderer shall make provision for creation of a minimum of 50 work opportunities during of this contract (Sourcing of local labour should be as per Engineer instruction as and when required). The tenderer shall also provision for training of all personnel under their employment, i.e. on-the-job, accredited and formal training to ensure they enhance their competence, and be able to provide the required operation and maintenance skills across the various process streams. This shall also include SHEQ training.

(b) SMME Support

The Tenderer shall make provision for SMME support, i.e. procurement of services and goods from locals including sub-contracting within the area of allocated work

C3.4 CONSTRUCTION

C3.4.1 Works specifications

The applicable "Standard Specifications" shall be the document "Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005", issued by the Executive Director: Roads and Stormwater of the City of Tshwane Metropolitan Municipality and The Standard Construction Details and Design Standards for Roads and Stormwater Drainage Infrastructure, read together with the Particular Specifications.

Tenderers, Contractors and Subcontractors shall obtain their own copies of the document "Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005" for tendering purposes and for use for the duration of the Contract from the Procurement Advice Centre, C de Wet Centre, 175 Es'kia Mphahlele Drive, Pretoria West and shall bear all expenses in this regard.

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.

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 Sectoral Determination: Civil Engineering Sector published in the Government Gazette dated 2 March 2001.

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

No work or lane closures shall be permitted on roads 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.

From 00:00 - 06:00 and 18:00 - 24:00 and Sundays to be classified as after hours.

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

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

1.3 Minimum wages

The minimum wages shall be in accordance with SAFCEC. 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.

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

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

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;
- ii. When the employee's child is sick;

- iii. 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

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

This clause contains the standard terms and conditions for workers employed in elementary occupations on a

Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

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 SPWP;
- (c) “workers” means any person working in an elementary occupation on a SPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP’
- (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 SPWP are employed on a temporary basis.

2.2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

2.2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance ACT 30 of 1966.

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:

- (j) more than forty hours in any week;
- (k) on more than five days in any week; and
- (l) 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 –

(m) the worker's daily task rate, if the worker works for less than four hours;

(n) 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 –

(o) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;

(p) 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 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

(b) 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 SPWP;

(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 SPWP.

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

2.14.3 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.

2.14.4 A time-rated worker will be paid at the end of each month.

2.14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

2.14.6 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.

2.14.7 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.

2.14.8 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.

2.14.9 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 SPWP;
 - (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 SPWP 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 SPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the SPWP;
- (f) the period for which the worker worked on the SPWP;
- (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 require for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

3.1.2 The rate pay set for the SPWP is R80.00 per task or per day (this rate is a guideline only and not fixed and should be negotiated).

3.1.3 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.

3.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 6.1.3.

3.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- (a) where the head of the household has less than a primary school education;
- (b) that have less than one full time person earning an income;
- (c) where subsistence agriculture is the source of income;
- (d) those who are not in receipt of any social security pension income.

3.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- (a) 60 % women;
- (b) 20 % youth who are between the ages of 18 and 35; and
- (c) 2 % on persons with disabilities.

4.1 Specific Provisions Pertaining to SANS 1914-5

4.2.1 Definitions

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

4.2.2 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.

4.2.3 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.

4.2.4 Variations to SANS 1914-5

- (a) The definition for net amount shall be amended as follows:
Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
- (b) The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of formal training provided to targeted labour.

4.2 Training of Targeted Labour

4.2.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in

a manner that does not compromise worker health and safety.

- 4.2.2 The cost of the formal training of targeted labour, shall be measured and paid for in the schedule of quantities of this contract document.
- 4.2.3 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.
- 4.2.4 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 6.3.3 above.
- 4.2.5 Proof of compliance with the requirements of 6.3.2 to 6.3.4 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

4. COMMUNITY LIAISON OFFICER

- 4.1 The successful tenderer shall enter into an agreement with the Ward Councillor/Ward Committee whereby the Ward Councillor shall provide to the Contractor the following if necessary:
 - (a) 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.
- 4.2 The CLO shall attend all site and other meetings concerning the project.
- 4.3 The agreement shall make provision for the payment by the Contractor to the CLO a maximum amount calculated as follows:

Wage per month = CoT's minimum T5 Level
(Prior to deductions) monthly notch
- 4.4 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.
- 4.5 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.
- 4.6 The main Contractor shall ensure that any Sub-Contractor he may appoint shall adhere to these conditions but also subject to the provisos applicable to the duration of such sub-contract.
- 4.7 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.

C3.4.3 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

It is a requirement of the contract that the contractor shall equip his supervisor with a cellular telephone to allow for effective communication between the contractor's supervisory personnel and the engineer's supervisory staff. All costs associated with the provision of cellular telephones for the contractor's personnel shall be deemed to be included in rates.

C3.5 MANAGEMENT

1. 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, e.g. earthworks, etc.

Together with the programme as detailed above the contractor shall submit to the engineer a cash flow projection, indicating projected monthly invoice amounts. The cash flow projection shall be updated at monthly intervals to reflect actual payments to date and anticipated further payments.

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

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

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

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

2. Sequence of the works

The sequence of works must be carried out according to the job cards issued. Should there be higher priorities then

the earlier work orders can be delayed as agreed by the Engineer

3. 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 by trained staff (see 3.3.5 Training) 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. Copies of this publication are available from the Government Printers – Tel: (012) 334 4500.

The contractor shall submit proposals in connection with directional signs to the engineer for approval prior to construction. Each team Supervisor or Foreman shall be trained by a competent person approved by the Employer and a certificate issued by an accredited training institution or approved trainer to be provided as proof. 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) 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 250mm 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.

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.

(c) 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.

(d) 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.

(e) 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, at all times, 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.

4. Extension of time on account of abnormal rainfall

Not Applicable

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

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

1. Construction program

The Contractor shall after the acceptance of the work orders provide the Employer with a program of the different sites to be completed. No work shall commence without permission and an approved program.

2. 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 and hard copy photographs as instructed or requested by the Employer.

3. Measurement and Payment

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

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

Series 0: General

Section 001: General requirements and charges

add the following:

The Bidder should take note that all cost related to any General requires should be included in the rates submitted. No additional or separate payment will be made to any of the items listed under Series 001, but not limited to only these, it should be included in the rates.

- Preliminary and general charges
- Compliance with Environmental Management

- Only the Community Liaison Officer and Provision of a safety officer will be paid separately when required by the Employer's Agent.

001.04.01 Provision of a Health and Safety Plan

Change the following to:

Item	Description	Unit
B001.04.01	Provision of a Health and Safety Plan	Lump sum

The lump sum tendered shall include full compensation for the provision and maintenance of a health and safety plan, risk assessment, permit applications and notifications as called for in the act and regulations.

Eighty per cent (80%) of the amount will be paid when an approved health and safety plan has been received by the client. A further 10% will be paid end of year 2, and the remaining 10% will be payable when the completion certificate has been issued.

001.04.02 Provision of a Health and Safety File

Change the following to:

Item	Description	Unit
B001.04.02	Provision of a Health and Safety file	Month

The month tendered shall include full compensation for the provision and maintenance of a health and safety file on site containing all the documentation required in terms of the act and applicable regulations.

The payment will be made monthly for actual months worked provided that the safety file is updated, approved and handed to the client. No payment will be made for months that the contractor does not work.

001.04.04 Provision of a safety officer

Change the following to:

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

001.04.06 Provision of personal protective clothing and equipment

Change the following to:

Item	Description	Unit
B001.04.06	Provision of personal protective clothing and	

equipment

Lump sum

The lump sum tendered shall include full compensation for the provision, maintenance, repair and/or replacement of damaged or unsuitable protective clothing and equipment for use by the contractor's employees, subcontractors, and visitors on site.

Sixty percent (60%) of the amount will be paid when the contractor's personnel and sub-contractors, where relevant, have received personal protective clothing and equipment. The payment of the remaining amount will be made in two equal instalments. The first 20% will be paid at the beginning of year two and at the last payment of 20% will be made in the beginning of year three.

001.05 Provision of a Community Liaison Officer(CLO)

Change the following to:

Item	Description	Unit
B001.05.01	Provision of a CLO (full time)	Month
B001.05.02	Percentage on item B001.05.01 for Charges and profit	%

The tender rate is month for CLO and percentage for charges and profit

The rate shall be only for a CLO where required by the employer agent. The agreement shall make provision for the payment by the Contractor to the CLO a maximum amount calculated as follows:

Wage per month = CoT's minimum T5-level monthly notch (Prior to deductions)

The remuneration of the CLO will be escalated each financial year by an amount equal to the general increase of the City of Tshwane. In the event of the construction period exceeding the tendered completion period and no extension of time been granted, the Contractor shall still pay the Community Liaison Officer the specified remuneration, but shall not be reimbursed there for.

Note: If the Community Liaison Officer is not employed for an entire month, the salary shall be paid on a proportional based on number of days worked.

001.06.01 Supply of essential and unforeseen material

Change the following to:

Item	Description	Unit
B001.06.01	Supply of essential and unforeseen material	Lump sum

The unit of measure is Lump sum.

The contractor shall submit a minimum of 3 quotations to the employer agent for approval before commencement of work. The quotations submitted for essential and unforeseen must meet the Employer's approval. 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.

001.06.02 Percentage on item B001.6.01 for charges and profit (max10%)

Change the following to:

Item	Description	Unit
B001.06.02	Percentage on item B001.6.01 for charges and profit (max10%)	%

The unit of measure is percentage.

The unit of additional payment shall be a percentage as given in the Bill of Quantities under item B001.06.01, restricted to a maximum of 10%.

Series 1: Ancillary work

Section 001: Site Clearing and Grubbing

001.05 Removal and disposal of specific elements

Change the following to:

Item	Description	Unit
B001.04.04	Concrete or brick elements (reinforced or unreinforced)	m ²

The unit of measurement shall be per square metre of the existing concrete or brick element removed.

The tendered rate shall include full compensation for uplifting, demolishing, removing, transporting and the disposal of material to a dump site.

SECTION 102 : ACCOMMODATION OF TRAFFIC

Change the following:

No separate payment will be made under section 102 for accommodation of traffic and the tender should made allowance for accommodation of traffic under tender items.

SECTION B107 : DAYWORKS

01 SCOPE

02 GENERAL

03 MEASUREMENT AND PAYMENT

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

107.01 Labour during normal working hours

Add the following:

Item	Description	Unit
B107.01.01	Unskilled labour	h
B107.01.02	Skilled labour	h

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, (but no foreman), 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.

107.02 Labour outside normal working hours

Add the following:

Item	Description	Unit
B107.02.01	Unskilled labour	h
B107.02.02	Skilled labour	h

The unit rate for item B107.02 shall be the hour for the labourer. The labour charges to be reimbursed under the Dayworks item B107.02 in the Schedule of Quantities shall be the actual amount of wages paid to labourers, (but no foreman), 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 B107.03 scheduled for this purpose under Dayworks in the Schedule of Quantities.

107.03 Extra-over item B107.01 and B107.02 for charges and overheads

Add the following:

Item	Description	Unit
B107.01.01	Unskilled labour	%
B107.01.02	Skilled labour	%

The unit rate for item B107.03 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.

107.04 Construction Equipment

Add the following:

Item	Description	Unit
B107.03.01	Truck up to 4 ton	h
B107.01.02	TLB Backhoe loaders (Mass 7 - 8 ton)	h
B107.01.03	Generator (15kVA)	h
B107.01.04	Pedestrian roller (500 - 550kg, width 390mm)	h
B107.01.05	Pedestrian roller (1000 - 1500kg, width 900mm)	h
B107.01.06	Compressor (185 cfm) including 2 drills and hoses	h
B107.01.07	Arc Welder (200amh) with generator	h
B107.01.08	Angle Grinder	h
B107.01.09	Drill	h

The unit rate for item B107.04 shall be the hour for the equipment.

The rates tendered for the hire of equipment shall be applicable only to equipment that the Contractor has on the site and shall be total all-inclusive unit prices which shall include, inter alia for all fuel and lubricants, operators, the wages of operators, equipment and everything else necessary; for all depreciation, maintenance and repair costs, transport to and from site; 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

607.11 Supply and installation of "Freysinet" or similar approved rumble strips (100mmx1000mm)

Add the following to:

Item	Description	Unit
B607.11.01	9,5mm aggregate	no
B607.11.02	13,2mm aggregate	no
B607.11.03	19,0mm aggregate	no

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.

SECTION 611 : GUARDRAILS

611.01 Guardrails on timber posts

Add the following to:

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

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.

611.02 Guardrails on steel posts

Add the following to:

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

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

The tendered rates shall include full compensation for furnishing all plant, materials and labour, and for erecting 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.

611.04 End units

Add the following:

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

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:

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

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

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

Change the following:

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

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

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

611.10 Installation of bolts and nuts and timber blocks

Add the following:

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

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.

611.11 Re-alignment of existing guardrails

Add the following:

Item	Description	Unit
B611.11	Re-alignment of existing guardrail.	m

The unit of measurement shall be the metre 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.

611.12 Extra Over (E/O) for installation of timber posts in hard material

Add the following:

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

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.

SECTION 612 : Traffic Signs

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:

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

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 Signs supports

Change the following:

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

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
B612.03.02.03	Galvanized D section hollow tube complete with base plate to match break away footing (76mm x 2mm wall thickness) including top cap	m
B612.03.02.04	Galvanized round section hollow tube (76mm Ø x 2mm wall thickness) including base plate and top cap	m
B612.03.02.05	Galvanized round section hollow tube (100mm Ø x 3mm wall thickness) including base plate and top cap	m
B612.03.02.06	Galvanized D section hollow tube (76mm Ø x 2mm wall thickness) including base plate and top cap	m
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

The unit of measurement for sign supporting structures shall be the metre 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.

B612.03.02 Dismantling of existing traffic signs

Change the following:

Item	Description	Unit
B612.07.02.01	Signs	m ²
B612.07.02.01	Poles	no
B612.07.02.01	Breakaway footing	no

The unit of measure will be square metre 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 CoT Auction yard at 27 Von Wielligh street Pretoria West.

SECTION B615 : Bollards

B615.01 Removal of bollards

Add the following:

Item	Description	Unit
B615.01	Removal of any bollard	no

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 CoT

Add the following:

Item	Description	Unit
B615.02	Installation of any bollard supplied by CoT	no

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 CoT 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 install of bollards

Add the following:

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

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:

Item	Description	Unit
B615.08	E/O for installation of bollards in hard material	no

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.

SECTION B616 : Balustrades

B616.01 Removal of any size steel stanchions

Add the following:

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

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

Add the following:

Item	Description	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:

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

B616.03.07	welded to hand railing $\leq 50\text{mm } \emptyset$	no
	baseplate embedded 150mm deep in 40MPa concrete	
	welded to hand railing $> 50\text{mm } \emptyset$	no

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:

Item	Description	Unit
B616.04.01	slip joints "X" $\leq 50\text{mm } \emptyset$	m
B616.04.02	welded joints "X" $\leq 50\text{mm } \emptyset$	m
B616.04.03	welded joints "X" $> 50\text{mm } \emptyset \leq 76\text{mm } \emptyset$	m
B616.04.04	welded joints "X" $> 76\text{mm } \emptyset \leq 110\text{mm } \emptyset$	m

The unit of measurement shall be the metre 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:

Item	Description	Unit
B616.05	Removal of timber balustrades	m

The unit of measurement shall be the linear metre of timber balustrades removed as required by the Employer's Agent.

The tendered rates shall include full compensation for the removal of timber balustrades including posts, railing and backfilling of holes

B616.06 Installation of timber balustrades supplied by CoT (1m up to 1.8m high)

Add the following:

Item	Description	Unit
B616.06	Installation of timber balustrades supplied by CoT (1m up to 1.8m high)	m

The unit of measurement shall be the metre of timber balustrades erected.

The tendered rates shall include full compensation for pick-up of material and transport to site, furnishing all

equipment, materials and labour, for erecting the timber balustrades supplied by the CoT including the excavating and backfilling post holes, for providing and mixing cement with the backfill material and for removing surplus excavated material.

B616.07 Supply and installation of timber balustrade posts

Add the following:

Item	Description	Unit
B616.07.01	1,0m high posts for single rail	no
B616.07.01	1,5m high post for double rails	no
B616.07.01	1,8m long post for 3 rails	no

The unit of measurement shall be the number of timber balustrades posts erected.

The tendered rates shall include full compensation for furnishing all equipment, materials and labour, for erecting the timber balustrade posts including the excavating and backfilling post holes, and for removing surplus excavated material.

B616.08 Supply and Installation of timber balustrade horizontal elements

Add the following:

Item	Description	Unit
B616.08	Supply and Installation of timber balustrade horizontal elements	m

The unit of measurement shall be the linear metre of timber balustrade horizontal element installed.

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

SERIES 7 : STRUCTURES

SECTION B704 : Concrete

B704.02 Manufacture, transport and install of precast concrete members "Envirowall" or Similar approved retaining blocks

change the following:

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

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.

B704.08 Removal of retaining blocks

change the following:

Item	Description	Unit
B704.02.01	Removal and dispose of damaged blocks	no
B704.02.02	Removal and reuse of blocks	no

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 B704.02.02.

4. Non Performance

Work Orders

NON PERFORMANCE PENALTIES		
Type of work	Maximum period allowed for completion	Non Performance penalty applicable
Normal planned maintenance	21 days	R1 000 per day
Special work orders	7 days	R2 000 per day

Faulty Workmanship or quality control

NON PERFORMANCE PENALTIES		
Type of work	Description	Non Performance penalty applicable
All work orders	Poor workmanship, incorrect signs displayed.	R2 000 per occurrence

Environmental

NON PERFORMANCE PENALTIES		
Type of work order	Description	Non Performance penalty applicable per occurrence
All work orders	Damage to vegetation sidewalks and private property.	R5 000

Traffic Accommodation

NON PERFORMANCE PENALTIES		
Type of work order	Description	Non Performance penalty applicable
All work orders	Accommodation as per SARTSM Vol. 2 Chapter 13	R5 000 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

Invoice 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	R1 000
All work orders	Any corrections on invoice to be rectified and re-submitted within 7 days	R2 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)	R1 000
EPWP report	To be submitted with all relevant information or updated on a monthly basis (once a month on a specified date)	R1 000

C3.7 HEALTH AND SAFETY SPECIFICATION

General Notification

This document forms an integral part of the tender document and, in particular, shall constitute the Client's (City of Tshwane.) Occupational Health & Safety Specification, as required by the Construction Regulations, 2014, as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993) as well as the COVID-19 regulations.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health and safety issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan. The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

CONTENTS

1.	Definition of Terms	44
2.	Introduction	44
3.	The Client`s commitment to Occupational Health and Safety Management	45
4.	Scope.....	45
5.	Omissions from OHS Specification	46
6.	Change or Review of Specifications.....	46
7.	Safety Files	46
7.1	Preparation and Submission of safety file	46
7.2	Evaluation and approval of Safety file	48
7.3	Principal Contractor engagement phase	48
7.4	Project close-out and submission of consolidated Health & Safety File.	48
8.	OHS Specification Requirements	49
8.1	General Requirements of Health and Safety Plan	49
8.2	Outline of Health and Safety Plan	49
8.3	Risk Assessment	50
8.3.1	General.....	50
8.3.2	Forms of Risk Assessment.....	51
8.3.3	Methodology for the Preparation of Risk Assessments	52
8.3.4	Elements of a Risk Assessment.....	52
8.3.5	Reporting and Recording of Risks.....	55
8.3.6	Monitoring and Review	55
8.3.7	Communication and Consultation	55
8.4	Resources	56
8.4.1	General.....	56
8.4.2	Employees	56
8.4.3.	Competencies.....	56
8.4.4.	Physical and Psychological Fitness	56
8.4.5	Subcontractors	56
8.5	Fall Protection Equipment	57
8.6	Structures	57
8.7	Excavation work.....	57
8.8	Cranes	58
8.9	Construction vehicles and mobile plant.....	58
8.10	Electrical Installation and Machinery on construction sites	58
8.11	Use and temporary storage of flammable liquids on construction sites	59
8.12	Housekeeping and general safeguarding on construction sites.....	59
8.13	Stacking and storage on construction site.....	59
8.14	Fire precaution on construction sites.....	60

8.15	Construction employees' facilities	60
8.16	Operational Control of the Construction Site	60
8.16.1.	Personnel Safety Equipment and Facilities	61
8.16.2.	Display of substituted notices and Signs	61
8.16.3.	First Aid, Emergency Equipment and Procedures	61
8.16.4.	Welding, flame cutting, soldering and similar operations	61
8.16.5	Ladders	61
8.16.6.	Environmental Conditions	62
8.16.7.	Hazardous Chemical Substances	62
8.17	Implementation of Contractors' Health and Safety Plan.....	62
8.17.1.	General	62
8.17.2	Administrative Requirements	63
8.17.3.	Incident Reporting, Investigation and Recording	63
8.17.4.	Training	63
8.18	Safety Meetings	64
8.19	Occupational Health and Safety Committees.....	65
8.20	Inspections and Monitoring	65
8.21	Auditing	66
8.21.1.	Internal Audits.....	66
8.21.2.	Audits by Client or Safety Agent.....	66
9.	ANNEXURE	66
9.1	LEGAL APPOINTMENTS.....	66
9.2	Identified Hazards	67
9.3	MANDATORY AGREEMENT (SECTION37.2)	69
9.4	ACKNOWLEDGEMENT OF RECEIPT OHS SPECIFICATION.....	71

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 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..
- 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 tender documents, this amongst all includes for example:

- (a) Maintenance of standard traffic signs:
 - Removal and replacement of traffic signs.
 - Removal, replacement, maintenance of sign supports.
 - Installation and removal of traffic signs for road works.
 - Data collection and updating of the existing management system.
- (b) Maintenance of balustrades, barriers, retaining walls, bollards, and steel structure:
 - Fixing of rumbles strips.

Removal and replacement of accident damaged guardrails and bollards.

Installation of new guardrails and bollards.

Removal and replacement old or accident damaged hand rails on structures.

Construction of retaining walls using pre cast blocks.

Data collection and updating of the existing management system.

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

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 against the submitted safety file.

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

1. Notification of construction work to the relevant Department of Labour (stamped on each page / no faxed copies);
2. Scope of work to be performed;
3. Public Liability
4. Personnel list (Principal Contractor employees);
5. OH&S Policy and other procedures;
6. Updated copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations.

- a. Updated copy of the Compensation for Occupational Injuries and Diseases Act (Act no. 130 of 1993) and its Regulations;
- b. Proof of valid registration and good standing with the Compensation Commissioner or another licensed Insurer;
- c. OHS Plan approved by the Client.
- d. Agreement with Mandatory in terms of Section 37(1) & 2 of the OHS Act.
- e. Approved risk assessments, review and monitoring plans and safe work procedures (method statements);
- f. A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor;
- g. Designs and/or drawings;
- h. All written designations and appointments for project scope of work (CV and competency copies);
- i. Management structure (inclusive of OH&S responsibility & meeting structure);
- j. Induction training and site OHS rules;
- k. Occupational health and safety training matrix / plan;
- l. Arrangements with contractors and/or mandatories;
- m. 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.

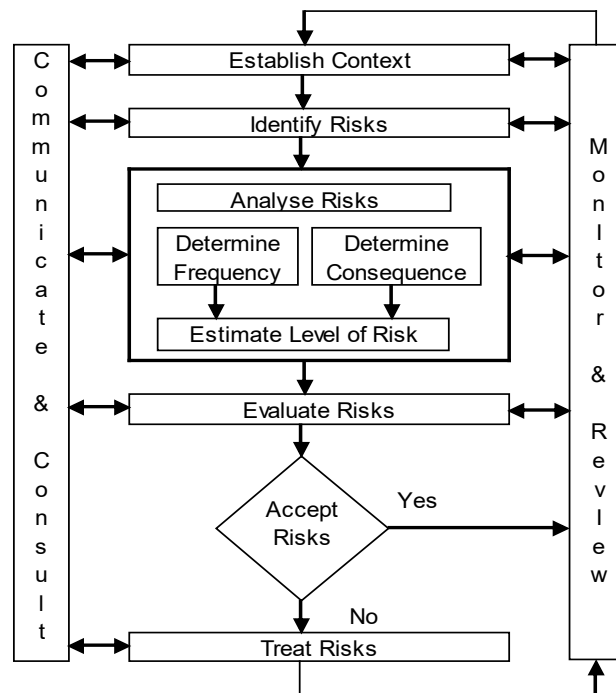


Figure 1: Risk Management Process

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 analyze the risks identified by determining each risks frequency and magnitude or severity of the consequence of the risk or hazard.

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

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

Figure 2: Compounded Risk Matrix

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

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

8.3.4.3 Risk Evaluation

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

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

8.7 Excavation work

Principal Contractor is required to adhere to Section 13: Excavation work, of the Construction Regulations, 2014.
The Principal Contractor must discuss the following in detail in his safety plan:
How will the Principal contractor ensure competent supervision of excavation work
How will the Principal Contractor establish the stability of ground prior to excavations,
What steps will the Principal Contractor follow to ensure that bolstering, shoring and bracing is sufficient to ensure the safety of the excavation, and
What steps will the Contractor follow to ensure the equipment used to safeguard an excavation is sufficient and

safe?

8.8 Cranes

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

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

How will environmental factors be 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.

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.

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 Section 13A of the General Safety Regulations and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How he intends ensuring that ladders used are safe and constructed of materials approved for its intended use, and

What precaution will be made to ensure the stability of ladders in use?

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

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

Witness 1 Witness 2

C3.8 REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE ENVIRONMENTAL MANAGEMENT PLAN

1. INTRODUCTION

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

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

The contractor must be made aware of the environmental obligations that are stipulated in this document, and declares himself/herself to be conversant of all relevant environmental legislation. The Contractor should also be aware that the Engineer will monitor the implementation of the procedures.

2. POLICY STATEMENT

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

3. OBJECTIVES OF THE EMP

The EMP has the following goals:

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

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

4. DESIGNATED ENVIRONMENTAL OFFICER

For the purpose of the EMP, a nominated representative of the Contractor should be the designated environmental officer for the project. The nominated representative of the Contractor will therefore be responsible for ensuring that the provisions of the EMP are complied with. The Engineer will be responsible for issuing instructions to the Contractor where environmental considerations call for action

to be taken. The environmental officer will submit monthly reports to the Engineer on site who will verify the information.

5. LEGAL REQUIREMENTS

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

6. MITIGATION MEASURES

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

6.1 Establishment of site offices

6.1.1 Site plan

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

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

6.1.2 Vegetation

The vegetation surrounding the site offices is to be left as intact as possible and vegetation planted at the site should be indigenous. Only trees directly affected by the works and such others as may be indicated by the Engineer in writing may be sawn off/removed.

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

6.1.3 Rehabilitation

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

6.1.4 Water for human consumption

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

6.2 Sewage treatment

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

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

Read with Specifications 104.

6.3 Waste management

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

6.3.1 Litter

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

6.3.2 Removal of solid waste

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

6.3.3 Hazardous waste

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

6.4 Soil management

6.4.1 Topsoil

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

6.4.2 Borrow material

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

6.5 Discovery of archaeological sites, artifacts or graves

6.5.1 Archaeological site

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

6.5.2 Graves

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

6.6 Stockpiled material

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

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

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

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

In all cases, the areas for stockpiling and disposal of construction rubble shall be approved by the Engineer before such operation commences.

Read with Series 2: Earthworks – Section 203.

6.7 Fuel, diesel and other hazardous materials

6.7.1 Hazardous materials

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

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

6.7.2 Fuel

Should any fuel storage tank be required on site, the Contractor shall ensure that he has complied with the necessary legal requirements for the erection of such tanks. Leakage must be avoided. The fuel and

diesel areas should be bonded to accommodate any spillage or overflow from these activities.

6.7.3 Oil, grease

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

6.7.4 Cooking oil

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

6.7.5 Spillages

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

6.8 General considerations

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

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

7. MEASUREMENT AND PAYMENT

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

TABLE 1 SUMMARY OF MITIGATION MEASURES

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
<i>Establishment of site offices</i>	<i>Siting of offices</i>	<i>Preferred areas would be flat areas along the route. Avoid steep areas as soil erosion could increase. Avoid water courses</i>	001 002.02.01
	<i>Site Plan</i>	<i>Contractor will provide engineer detail of layout of site facilities within two weeks of moving to the site ie chemical toilets, the demarcation of areas for stockpiling of materials, storage of hazardous materials and the provision of containers. The offices shall be fenced. The site plan will be submitted before the site hand over meeting.</i>	001 002
<i>Site rehabilitation</i>	<i>Cleanup</i>	<i>All construction material is to be removed from the site on completion of the contract.</i>	001 002 104
<i>Vegetation</i>	<i>On site</i>	<i>Vegetation planted on the site should be indigenous. Only trees directly affected by works as indicated in writing by Engineer, shall be sawn off/removed</i>	104
	<i>Weeds</i>	<i>Clearance of weeds must be done by hand before seeding.</i>	104
	<i>Grass cover</i>	<i>The grass cover surrounding the construction site is to be left as intact as possible or restored to its original condition.</i>	104
<i>Water</i>	<i>Available for human consumption</i>	<i>Water for human consumption must be tested and treated in accordance with recommendations.</i>	
<i>Soil management</i>	<i>Topsoil</i>	<i>The topsoil (\pm 300 mm) of any excavation shall be removed and stockpiled separately from underlying material in an appointment area</i>	203 104

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
	<i>Borrow material</i>	<i>EMPR's for borrow pits to be submitted to the Department of Mineral and Energy Affairs for approval</i>	201 203
<i>Archaeological & Cultural sites</i>	<i>Discover of archaeological sites of artefacts</i>	<i>If an artefact on site is uncovered, work in the immediate vicinity must be stopped immediately and an archaeological consultant must be contacted. Work may only resume once clearance is given in writing by the archaeologist.</i>	GCC
<i>Graves</i>	<i>Discovery of graves</i>	<i>If a grave on site is uncovered, work in the immediate vicinity must be stopped and an undertaker should be contacted</i>	GCC
<i>Waste management</i>	<i>Solid & Construction waste</i>	<i>Solid waste is to be stored in an appointment area for collection and disposal. Disposal of waste will be in a DWAF licensed landfill, and no waste may be burnt on site.</i>	
	<i>Litter</i>	<i>The site is to be kept free of litter</i>	001
<i>Sewage treatment</i>	<i>Toilet facilities</i>	<i>Adequate toilet facilities are to be provided, and the siting of chemical toilets is to be done in consultation with the site engineer. Use of the veld for this purpose shall not be allowed.</i>	001 002
<i>Fuel, diesel & hazardous materials</i>	<i>Hazardous Materials</i>	<i>All hazardous materials ie paint, thinners etc. will be stored in an appointed area that is fenced and has restricted entry. No spoiling of paint or other chemical products on site, over embankments, in borrow pits or any burning. No spillage of paint or chemical products shall be allowed on site.</i>	
	<i>Fuels</i>	<i>All fuel tanks will be stored in an appointed area. Leakage will be avoided.</i>	

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
	<i>Cooking fuel</i>	<i>The Contractor should ensure that sufficient fuel is available for heating and cooking purposes should this be necessary.</i>	
	<i>Oil, grease</i>	<i>Oil, grease and cleaning materials from maintenance of vehicles shall be collected in a sump and sent back to supplier.</i>	
	<i>Spillages</i>	<i>Streams, rivers or dams must be protected against spillages of pollutants mentioned in 6.7 (e). In the event of a spillage, prompt action must be taken to clear the affected area.</i>	
<i>General considerations</i>	<i>Lines of authority</i>	<i>A nominated representative of the contractor will be the designated environmental officer for the site.</i>	RELEVANT SECTION IN SPECIFICATIONS
	Reports	The environmental officer will submit monthly reports to the Engineer who will verify the information	
	Complaints	Complaints received regarding activities on the construction site pertaining to the environment should be recorded in a designated register, and the response noted with the date and action taken. This record must be submitted with the monthly report	

PART C4: SITE INFORMATION

C4.1. LOCALITY PLAN