



**TENDER REFERENCE: ROC12-2021/22**

**TENDER FOR MAINTENANCE OF PERMANENT ROAD TRAFFIC MARKINGS IN ACCORDANCE WITH THE PROVISIONS OF THE NATIONAL ROAD TRAFFIC ACT 93 OF 1996 IN TSHWANE AS AND WHEN REQUIRED ON TENDERED RATES AND SUBJECT TO AVAILABLE BUDGET: 3-YEAR TERM**

**VOLUME 1**

**A Tender for category 6SK or higher CIDB registered contractors**

| <b>ISSUED BY:</b>  | <b>PREPARED BY:</b>   |
|--|---|
| The Director<br><u>Demand</u><br>P O Box 48<br>PRETORIA<br>0001<br><br>Tel: (012) 358 0343 | The Group Head<br><u>Regional Operations and Coordination</u><br>P O Box 440<br>PRETORIA<br>0001<br><br>Tel: (012) 358 4041 |

|                              |                 |
|------------------------------|-----------------|
| 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) :         |                 |

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# PORTION 1: TENDER

## PART T1: TENDER PROCEDURES

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## **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

**ROC 12-2021/22**  
**CITY OF TSHWANE**  
**REGIONAL OPERATIONS AND COORDINATION**

**TENDER FOR MAINTENANCE OF PERMANENT ROAD TRAFFIC MARKINGS IN ACCORDANCE WITH THE PROVISIONS OF THE NATIONAL ROAD TRAFFIC ACT 93 OF 1996 IN TSHWANE AS AND WHEN REQUIRED ON TENDERED RATES AND SUBJECT TO AVAILABLE BUDGET: 3 YEAR TERM**

Tenders are hereby invited for the above services.

Tenderers must have a CIDB contractor grading designation of **6SK** or higher.

Tenders will be received on the closing dates and times shown, must be enclosed in sealed envelopes, bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to:-

**PROCUREMENT ADVICE CENTRE**  
**C DE WET CENTRE**  
**175 ES'KIA MPHABLELE (DF MALAN) DRIVE**  
**PRETORIA WEST**  
**0183**

Tenders are hereby invited for the above work.

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 **90/10** Preference Point System will be applied to the all tenders.

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

**Venue: Laudium Civic Centre,**  
**Laudium**  
**(Cnr 6<sup>th</sup> Avenue and Tangerine Street)**

**Date: 02 February 2022 at 12:00**

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

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

The closing time for receipt of tenders is **10h00 on 28 February 2022** Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to the Executive Director, SUPPLY CHAIN MANAGEMENT, PRETORIA, 0001 and must be submitted in the tender box situated at 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.

**ENQUIRIES:** Employers Agent: Mr Soma Naidoo  
Tel (Office): 012-358 4870  
E-Mail: [soma@tshwane.gov.za](mailto:soma@tshwane.gov.za)

Ms Mmaseabata Mutlaneng  
ACTING CITY MANAGER

## T1.2 TENDER DATA

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

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

| CLAUSE NUMBER                            | TENDER DATA  |
|--|--|
| C.1.1 Actions                            | The Employer is <b>City of Tshwane Metropolitan Municipality</b>   |
| C.1.2 Tender Documents                   | <p><u>Volume 1: Tender Document</u></p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering Procedures</b><br/>T1.1 – Tender data<br/>T1.2 – Standard Conditions of Tender</p> <p><b>Part T2: Returnable documents</b><br/>T2.1 – List of returnable documents<br/>T2.2 – Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and contract data</b><br/>C1.1 – Form of offer and acceptance<br/>C1.2 – Contract data<br/>C1.3 – Form of guarantee<br/>C1.4 – Guarantee (Cash deposit)<br/>C1.5 – Health and safety agreement<br/>C1.6 – Adjudicator’s contract</p> <p><b>Part C3: Scope of work</b><br/>C3 – Scope of work</p> <p><b>Part C4: Site information</b><br/>C4 – Site information</p> |
| C.1.3 Interpretation                     | <b>Add</b> 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: <b>Soma Naidoo</b></p> <p>Address: <b>PO Box 1409, Pretoria, 0001</b></p> <p>Tel: <b>012 358 4870</b></p> <p>E-Mail: <b>Soma@tshwane.gov.za</b></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 6SK class of construction work, are eligible to submit tenders.</p> <p>Mandatory requirements<br/>Form RD.D.1 Part T2, Returnable Documents – Company experience, Key staff, Equipment and Bank rating.</p>  |

| CLAUSE NUMBER | TENDER DATA   |
|---------------|---|
|               | <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of a joint venture is registered with the CIDB within 10 days of the closing date of tenderers;</li> <li>2. the lead partner has a contractor grading designation in the 5SK class of construction work; and</li> <li>3. 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 6SK class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol>  |
| C.2.2         | <p>Cost of Tendering</p> <p>The employer <b>will not</b> compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.</p>  |
| C.2.5         | <p>Reference Documents</p> <p><b>Add the following:</b></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"> <li>• The document “<b>Standard Specifications for Municipal Civil Engineering Works, Third Edition, 2005</b>” issued by the Divisional Head: Roads and Stormwater of the City of Tshwane.<br/><br/>This document is obtainable free of charge on the website <a href="http://www.tshwane.gov.za">www.tshwane.gov.za</a>.</li> <li>• The latest print version as current at 30 days before close of tenders of the document “<b>General Conditions of Contract for Construction Works 3rd Edition, 2015</b>” including corrections thereto as current at 30 days before close of tenders, as published by the <i>South African Institution of Civil Engineering</i>.<br/><br/>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 <a href="http://www.saice.org.za">www.saice.org.za</a>. The corrections may be downloaded from the SAICE website <a href="http://www.saice.org.za">www.saice.org.za</a>.</li> <li>• The latest edition of City of Tshwane’s Standard Construction Details and Design Standards for Roads and Stormwater Drainage Infrastructure Drainage</li> </ul> |
| C.2.7         | <p>Clarification meeting</p> <p>The arrangements for a <b>compulsory</b> 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.2.8         | <p>Seek clarification</p> <p><b>Replace</b> the clause with the following:</p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least <b>2 (two) working days</b> before the closing time stated in the tender data.</i></p>   |
| C.2.9         | <p>Insurance</p> <p><b>Add</b> the following to the clause</p>  |



| CLAUSE NUMBER  | TENDER DATA   |
|--|---|
| C.2.13.5   | <p>The identification details are:</p> <p>Tender/Reference                   <b>ROC12-2021/22</b></p> <p>Tender Description:               <b>Tender for maintenance of permanent road traffic markings in accordance with the provisions of the National Road Traffic Act 93 of 1996 in Tshwane as and when required on tendered rates and subject to available budget: 3-year term</b></p> <p>Closing Time:                       <b>10:00</b></p> <p>Closing Date:                       <b>28 February 2022</b></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 style="text-align: center;"><b>PROCUREMENT ADVICE CENTRE (TENDER BOX)<br/> C DE WET CENTRE<br/> 175 ES'KIA MPHAHLELE (DF MALAN) DRIVE<br/> PRETORIA WEST<br/> 0183</b></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><b>BIDDERS MUST PLEASE ENSURE THAT THEY SIGN THE SUBMISSION REGISTER UPON HANDING IN THE DOCUMENTS.</b></p> |
| C.2.13.9   | Telephonic, telegraphic, telex, facsimile or e-mailed offers will <b>not</b> be accepted  |
| C.2.13.10  | <p><b>Add</b> the following sub- clause C.2.13.10:</p> <p><i>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</i></p>  |
| C.2.14      Information and data to be completed in all respects | <p><b>Add</b> the following to the clause:</p> <p><i>The Tenderer is required to enter information in the following sections of the document:</i></p> <p><i>Section T2.2       :       Returnable Schedules</i></p> <p><i>Section C1.1       :       Form of Offer and Acceptance</i></p> <p><i>Section C1.2       :       Contract Data (Part 2)</i></p> <p><i>Section C2.2       :       Bill of Quantities</i></p> <p><i>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</i></p> <p><i>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</i></p> <p><i>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</i></p>   |

| CLAUSE NUMBER | TENDER DATA  |
|---------------|--|
|               | <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.2.15        | Closing time<br>The closing time for submission of tender offers is stated in the tender notice and invitation to tender.  |
| C.2.16        | Tender offer validity<br>The tender offer validity period is <b>90 days</b> .<br><br><b>Add</b> the following new clause   |
| C.2.16.5      | <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>  |
| C.2.16.6      | <b>Add</b> the following new clause:<br><br><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>   |
| C.2.18        | Provide other material<br>The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.   |
| C.2.19        | Inspections, tests and analysis<br><b>Add</b> the following at the end of the clause:<br><br><i>....or upon written request.</i>   |
| C.2.20        | Submit securities, bonds, policies, etc.<br>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 <b>Section C1.3</b> of Part C1 Agreements and Contract Data of this document.   |

| CLAUSE NUMBER   | TENDER DATA  |
|---|--|
| C.2.23 Certificates   | Refer to <b>Part T2</b> of this procurement document for a list of the documents that are to be returned with the tender.  |
| C.2.24 <i>Conditions Associated with the Granting of Preferences</i>                | <p><b>Add</b> the following new clause</p> <p><i>The Tenderer, undertakes to:</i></p> <ol style="list-style-type: none"> <li>a) <i>engage one or more Targeted Enterprises / Targeted Labour in accordance with the provisions of the SANS 1914 as varied in the Procurement Section of the Scope of Works;</i></li> <li>b) <i>deliver to the Employer, within 5 working days of being requested in writing to do so, a Targeted Enterprise Declaration Affidavit in respect of all Targeted Enterprises engaged at prime contract level to satisfy Contract Participation Goal requirements;</i></li> <li>c) <i>accept the sanctions set out in the Scope of Works should such conditions be breached.</i></li> </ol>   |
| C.2.25 <i>Canvassing and obtaining of additional information by tenderers</i>       | <p><b>Add</b> 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.2.26 <i>Prohibitions on awards to persons in service of the state</i>             | <p><b>Add</b> 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"> <li>a) <i>who is in the service of the state; or</i></li> <li>b) <i>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i></li> <li>c) <i>a person who is an advisor or consultant contracted with the municipality or municipal entity.</i></li> </ol> <p><b><i>In the service of the state means to be -</i></b></p> <ol style="list-style-type: none"> <li>a) <i>a member of:-</i> <ul style="list-style-type: none"> <li>• <i>any municipal council;</i></li> <li>• <i>any provincial legislature; or</i></li> <li>• <i>the National Assembly or the National Council of Provinces;</i></li> </ul> </li> <li>b) <i>a member of the board of directors of any municipal entity;</i></li> <li>c) <i>an official of any municipality or municipal entity;</i></li> <li>d) <i>an employee of any national or provincial department;</i></li> <li>e) <i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i></li> <li>f) <i>a member of the accounting authority of any national or provincial public entity; or</i></li> <li>g) <i>an employee of Parliament or a provincial legislature.</i></li> </ol> <p><i>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</i></p> |
| C.2.27 <i>Awards to close family members of persons in the service of the state</i> | <p><b>Add</b> the following new clause</p> <p><i>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including -</i></p> <ol style="list-style-type: none"> <li>a) <i>the name of that person;</i></li> </ol>   |

| CLAUSE NUMBER   | TENDER DATA   |
|---|---|
|   | <p>b) <i>the capacity in which that person is in the service of the state; and</i><br/>c) <i>the amount of the award.</i></p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Part T2 of this procurement document must be completed.</p>   |
| <p>C.2.28 Vendor registration</p>                                 | <p><b>Add</b> the following new clause</p> <p><i>The contractor will be 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 <a href="http://www.tshwane.gov.za/procurement.cfm">http://www.tshwane.gov.za/procurement.cfm</a></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>   |
| <p>C.2.29 Tax</p>   | <p><b>Add</b> the following new clause</p> <p><b><i>National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that:</i></b></p> <p><i>The designated official(s) must verify the tenderer’s tax compliance status prior to the finalisation of the award of the tender or price quotation.</i></p> <p><i>Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non- compliant status and the tenderer must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or eFiling</i></p> <p><i>Accept that the tenderer will be rejected if such tenderer fails to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18</i></p> |
| <p>C.3.1 Respond to requests from the tenderer</p> <p>C.3.1.1</p> | <p>The employer will respond to requests for clarification up to <b>2 (two) working days</b> before the tender closing time.</p>  |
| <p>C.3.11 Evaluation of tender offers</p>                         | <p>The tender will be evaluated in 3 stages namely:<br/>Stage 1: Administrative compliance<br/>Stage 2: Mandatory requirements<br/>Form RD.D.1 Part T2, Returnable Documents – Company experience, Key staff, Equipment and Bank rating.<br/>Stage 3: Price and preference points claimed in terms of B-BBEE<br/>90 points allocated for price and 10 points allocated for BEE status.</p>  |

| CLAUSE NUMBER  | TENDER DATA   |                                    |                  |   |    |   |    |   |    |   |    |
|--|---|------------------------------------|------------------|---|----|---|----|---|----|---|----|
| C.3.11.1 General   | 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   |                                    |                  |   |    |   |    |   |    |   |    |
| C.3.11.2 <i>Method 1: Financial offer and preference</i> | <p><b>Add</b> 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"> <li><i>1. 90 where the financial value of all responsive tender received have a value more than R50 million (all applicable taxes included).</i></li> <li><i>2. 80 where the financial value of all responsive tender has a value that equals or less than R50 million (all applicable taxes included).</i></li> </ol> <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>  |                                    |                  |   |    |   |    |   |    |   |    |
| C.3.11.3 <i>80/20 Preference Point System</i>            | <p><b>Add</b> the following new clause:</p> <p><b><i>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</i></b></p> <p><i>(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):</i></p> $(i) \quad P_s = 80 \times \left[ 1 - \left( \frac{P_t - P_{min}}{P_{min}} \right) \right]$ <p><i>Where</i></p> <p><i>P<sub>s</sub> = Points scored for comparative price of tender or offer under consideration;</i></p> <p><i>P<sub>t</sub> = Comparative price of tender or offer under consideration;</i><br/><i>and</i></p> <p><i>P<sub>min</sub> = Comparative price of lowest acceptable tender or offer.</i></p> <p><i>(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.</i></p> <p><i>(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:</i></p> <table border="1" data-bbox="608 1767 1241 2047"> <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> </tbody> </table> | B-BBEE Status Level of Contributor | Number of Points | 1 | 20 | 2 | 18 | 3 | 14 | 4 | 12 |
| B-BBEE Status Level of Contributor                       | Number of Points  |                                    |                  |   |    |   |    |   |    |   |    |
| 1  | 20  |                                    |                  |   |    |   |    |   |    |   |    |
| 2  | 18  |                                    |                  |   |    |   |    |   |    |   |    |
| 3  | 14  |                                    |                  |   |    |   |    |   |    |   |    |
| 4  | 12  |                                    |                  |   |    |   |    |   |    |   |    |

| CLAUSE NUMBER                          | TENDER DATA  |                                    |                  |   |    |   |   |   |   |                           |   |
|--|--|------------------------------------|------------------|---|----|---|---|---|---|---------------------------|---|
|  | <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">8</td> </tr> <tr> <td style="text-align: center;">6</td> <td style="text-align: center;">6</td> </tr> <tr> <td style="text-align: center;">7</td> <td style="text-align: center;">4</td> </tr> <tr> <td style="text-align: center;">8</td> <td style="text-align: center;">2</td> </tr> <tr style="background-color: #cccccc;"> <td style="text-align: center;">Non-compliant Contributor</td> <td style="text-align: center;">0</td> </tr> </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>(e) The contract must be awarded to the tender who scores the highest total number of points.</p>  | 5                                  | 8                | 6 | 6  | 7 | 4 | 8 | 2 | Non-compliant Contributor | 0 |
| 5                                      | 8  |                                    |                  |   |    |   |   |   |   |                           |   |
| 6                                      | 6  |                                    |                  |   |    |   |   |   |   |                           |   |
| 7                                      | 4  |                                    |                  |   |    |   |   |   |   |                           |   |
| 8                                      | 2  |                                    |                  |   |    |   |   |   |   |                           |   |
| Non-compliant Contributor              | 0  |                                    |                  |   |    |   |   |   |   |                           |   |
| C.3.11.4 90/10 Preference Point System | <p><b>Add</b> the following new clause:</p> <p><b>The 90/10 preference point system for acquisition of services, works or goods above a Rand value of R50 million:</b></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> $(i) \quad P_s = 90 \times \left[ 1 - \left( \frac{P_t - P_{min}}{P_{min}} \right) \right]$ <p style="text-align: center;">Where</p> <p><math>P_s</math> = Points scored for comparative price of tender or offer under consideration;</p> <p><math>P_t</math> = Comparative price of tender of offer under consideration; and</p> <p><math>P_{min}</math> = 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" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">B-BBEE Status Level of Contributor</th> <th style="text-align: center;">Number of Points</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">9</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">6</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">5</td> </tr> </tbody> </table> | B-BBEE Status Level of Contributor | Number of Points | 1 | 10 | 2 | 9 | 3 | 6 | 4                         | 5 |
| B-BBEE Status Level of Contributor     | Number of Points   |                                    |                  |   |    |   |   |   |   |                           |   |
| 1                                      | 10   |                                    |                  |   |    |   |   |   |   |                           |   |
| 2                                      | 9  |                                    |                  |   |    |   |   |   |   |                           |   |
| 3                                      | 6  |                                    |                  |   |    |   |   |   |   |                           |   |
| 4                                      | 5  |                                    |                  |   |    |   |   |   |   |                           |   |

| CLAUSE NUMBER                         | TENDER DATA   |  |                               |                       |                       |   |                           |  |               |                           |   |  |               |              |   |  |  |
|---------------------------------------|---|--|-------------------------------|-----------------------|-----------------------|---|---------------------------|--|---------------|---------------------------|---|--|---------------|--------------|---|--|--|
|                                       | <table border="1" style="margin-left: auto; margin-right: auto;"> <tr><td style="text-align: center;">5</td><td style="text-align: center;">4</td></tr> <tr><td style="text-align: center;">6</td><td style="text-align: center;">3</td></tr> <tr><td style="text-align: center;">7</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">8</td><td style="text-align: center;">1</td></tr> <tr><td style="text-align: center;">Non-compliant Contributor</td><td style="text-align: center;">0</td></tr> </table> <p>(c) A maximum of 10 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>(e) The contract must be awarded to the tender who scores the highest total number of points.</p>   | 5  | 4                             | 6                     | 3                     | 7 | 2                         | 8  | 1             | Non-compliant Contributor | 0   |  |               |              |   |  |  |
| 5                                     | 4   |  |                               |                       |                       |   |                           |  |               |                           |   |  |               |              |   |  |  |
| 6                                     | 3   |  |                               |                       |                       |   |                           |  |               |                           |   |  |               |              |   |  |  |
| 7                                     | 2   |  |                               |                       |                       |   |                           |  |               |                           |   |  |               |              |   |  |  |
| 8                                     | 1   |  |                               |                       |                       |   |                           |  |               |                           |   |  |               |              |   |  |  |
| Non-compliant Contributor             | 0   |  |                               |                       |                       |   |                           |  |               |                           |   |  |               |              |   |  |  |
| C.3.11.5     Scoring financial offers | <p><b>Add</b> the following New Clause:</p> <p>Score the financial offers of remaining responsive tender offers using the following formula:</p> $N_{FO} = W_1 \times A$ <p>Where <math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer.</p> <p><math>W_1</math> is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data.</p> <p><math>A</math> is a number calculated using the formula and option described in Table F.1 as stated in the tender data.</p> <p><b>Table C.1: Formulae for calculating the value of A</b></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Formula</th> <th style="text-align: center;">Comparison aimed at achieving</th> <th style="text-align: center;">Option 1<sup>a</sup></th> <th style="text-align: center;">Option 2<sup>a</sup></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Highest price or discount</td> <td style="text-align: center;"><math>A = \left( 1 + \frac{(P - P_m)}{P_m} \right)</math></td> <td style="text-align: center;"><math>A = P / P_m</math></td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">Lowest price or percentage commission / fee</td> <td style="text-align: center;"><math>A = \left( 1 - \frac{(P - P_m)}{P_m} \right)</math></td> <td style="text-align: center;"><math>A = P_m / P</math></td> </tr> <tr> <td style="text-align: center;"><sup>a</sup></td> <td colspan="3"> <math>P_m</math> is the comparative offer of the most favourable comparative offer.<br/> <math>P</math> is the comparative offer of the tender offer under consideration. </td> </tr> </tbody> </table> | Formula  | Comparison aimed at achieving | Option 1 <sup>a</sup> | Option 2 <sup>a</sup> | 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 | $A = \left( 1 - \frac{(P - P_m)}{P_m} \right)$ | $A = P_m / P$ | <sup>a</sup> | $P_m$ is the comparative offer of the most favourable comparative offer.<br>$P$ is the comparative offer of the tender offer under consideration. |  |  |
| Formula                               | Comparison aimed at achieving   | Option 1 <sup>a</sup>                          | Option 2 <sup>a</sup>         |                       |                       |   |                           |  |               |                           |   |  |               |              |   |  |  |
| 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   | $A = \left( 1 - \frac{(P - P_m)}{P_m} \right)$ | $A = P_m / P$                 |                       |                       |   |                           |  |               |                           |   |  |               |              |   |  |  |
| <sup>a</sup>                          | $P_m$ is the comparative offer of the most favourable comparative offer.<br>$P$ is the comparative offer of the tender offer under consideration.   |  |                               |                       |                       |   |                           |  |               |                           |   |  |               |              |   |  |  |

| CLAUSE NUMBER                            | TENDER DATA  |
|--|--|
| <p>C.3.13 Acceptance of Tender Offer</p> | <p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a.) the tenderer has complied in full with the all eligibility criteria</li> <li>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;</li> <li>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;</li> <li>d.) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.</li> <li>e.) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;</li> <li>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;</li> <li>g.) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer’s Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect.</li> </ul> </li> <li>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;</li> <li>i.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>j.) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</li> </ul> |
| <p>C.3.17 Copies of Contract</p>         | <p><b>One</b> signed copy of contract shall be provided by the Employer to the successful Tenderer.</p>  |

## T1.3 STANDARD CONDITIONS OF TENDER

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**C.1 General**

**C.1.1 Actions**

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

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

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

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

**C.1.2 Tender Documents**

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

**C.1.3 Interpretation**

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

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

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

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

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

#### **C.1.4 Communication and Employer's agent**

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

#### **C.1.5 Cancellation and re-invitation of tenders**

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

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

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

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

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

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

##### **C.1.6.2 Competitive negotiation procedure**

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

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

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

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

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

**C.1.6.3 Proposal procedure using the two stage-system**

**C.1.6.3.1 Option 1**

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

**C.1.6.3.2 Option 2**

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

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

**C.2 Tenderer's obligations**

**C.2.1 Eligibility**

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

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

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

**C.2.2 Cost of tendering**

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

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

**C.2.3 Check documents**

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

**C.2.4 Confidentiality and copyright of documents**

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

**C.2.5 Reference documents**

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

**C.2.6 Acknowledge addenda**

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

**C.2.7 Clarification meeting**

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

**C.2.8 Seek clarification**

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

**C.2.9 Insurance**

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

**C.2.10 Pricing the tender offer**

**C.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**C.2.10.2** Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

**C.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**C.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**C.2.11 Alterations to documents**

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

**C.2.12 Alternative tender offers**

**C.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a

schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

**C.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Employer.

**C.2.12.3** An alternative tender offer may only be considered in the event that the main tender is the winning tender.

**C.2.13 Submitting a tender offer**

**C.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**C.2.13.2** Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

**C.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.

**C.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.

**C.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**C.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**C.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.

**C.2.13.8** Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**C.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.

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

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

**C.2.15 Closing time**

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

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

**C.2.16 Tender offer validity**

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

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

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

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

**C.2.17 Clarification of tender offer after submission**

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

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

**C.2.18 Provide other material**

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

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

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

**C.2.19 Inspections, test and analysis**

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

**C.2.20 Submit securities, bonds and policies**

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

**C.2.21 Check final draft**

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

**C.2.22 Return of other tender documents**

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

**C.2.23 Certificates**

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

**C.3 The Employer's undertakings**

**C.3.1 Respond to requests from the tenderer**

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

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

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**C.3.2 Issue addenda**

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

**C.3.3 Return late tender offers**

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

**C.3.4 Opening of tender submissions**

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

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

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

**The activities associated with evaluating tender offers are as follows:**

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

**C.3.11.1 General**

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

**C.3.12 Insurance provided by the Employer**

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

**C.3.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,

- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

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

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

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

**C.3.15 Complete adjudicator's contract**

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

**C.3.16 Registration of the award**

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

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

**C.3.17 Provide copies of the contracts**

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

**C.3.18 Provide written reasons for actions taken**

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

## **PART T2: RETURNABLE DOCUMENTS**

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## T2.1 LIST OF RETURNABLE DOCUMENTS

### RD.A 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<br>(Tenders may use this column to confirm documents have been completed and included in the tender) |
|--|--------------|--|
| Form of offer and acceptance                                     | Section C1.1 |  |
| Declaration of interest in tender of persons in service of state | Form RD.A.1  |  |
| 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<br>(Tenders may use this column to confirm documents have been completed and included in the tender) |
|--|-------------|--|
| Valid B-BBEE Status Level of Contributor Certificate   |             |  |
| MBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations, 2011 | Form RD.B.1 |  |

### 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<br>(Tenders may use this column to confirm documents have been completed and included in the tender) |
|--|-----------|--|
| Valid tax clearance certificate                        |           |  |
| MBD 9: Certificate of independent tender determination | RD.C.1    |  |
| Proof of registration with the CIDB                    | RD.C.2    |  |
| Compliance with OHS Act (Act 85 of 1993)               | RD.C.3    |  |
| Record of services provided to organs of state         | RD.C.4    |  |

| <b>Document Name</b>   | <b>Reference</b> | <b>Confirmation of Document Included</b><br>(Tenders may use this column to confirm documents have been completed and included in the tender) |
|--|------------------|---|
| Schedule of plant and equipment  | RD.C.5           |   |
| Status of concern submitting tender  | RD.C.7           |   |
| Classification of business   | RD.C.8           |   |
| MBD 5: Declaration for procurement above R10 million (all applicable taxes included) | RD.C.9           |   |
| Certificate of authority of signatory  | RD.C.10          |   |
| Certificate of authority of signatory for joint ventures and consortia               | RD.C.11          |   |
| Letter of intent to provide a performance bond                                       | RD.C.12          |   |

**RD.D MANDATORY REQUIREMENTS**

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

| <b>Document Name</b>  | <b>Reference</b> | <b>Confirmation of Document Included</b><br>(Tenderers 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*

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

## T2.2 RETURNABLE SCHEDULES

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**FORM RD.A.1 DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF STATE**

i) Is/was an employer/owner of the tenderer in the service of the state, or has been in the service of the state in the previous twelve months?

|     |    |
|-----|----|
| YES | NO |
|-----|----|

If so, state particulars \_\_\_\_\_

If so, state date of resignation \_\_\_\_\_

ii) If the provider is not a natural person, whether any of its directors, managers, principal shareholders or stakeholder is in the service of the state, or has been in the service of the state in the previous twelve months?

|     |    |
|-----|----|
| YES | NO |
|-----|----|

If so, state particulars \_\_\_\_\_

iii) Whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to in subparagraph ii) is in the service of the state, or has been in the service of the state in the previous twelve months?

|     |    |
|-----|----|
| YES | NO |
|-----|----|

If so, state particulars \_\_\_\_\_

iv) Is an employer/owner of the tenderer a person who is an advisor or consultant contracted with the municipality or municipal entity?

|     |    |
|-----|----|
| YES | NO |
|-----|----|

If so, state particulars \_\_\_\_\_

v) Are the tenderer or any of the members of the tendering entity involved in another entity for this particular tender?

|     |    |
|-----|----|
| YES | NO |
|-----|----|

If so, state 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. |       |
| <u>Person authorized to sign the tender:</u>  |       |
| 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 its directors have:
  - a. abused the municipality’s/municipal entity’s supply management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. wilfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender:

| Item | Question  | Response |    |
|------|---|----------|----|
| 4.1  | Is the tenderer, any of it’s directors listed on the National Treasurer’s database as a company or persons prohibited from doing business with the public sector?<br><b>(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)</b><br><br>If so, furnish particulars:   | YES      | NO |
| 4.2  | Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)?<br><b>(To access this register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , 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)</b><br><br>If so, furnish particulars: | YES      | NO |
| 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?<br><br>If so, furnish particulars:   | YES      | NO |

| 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: \_\_\_\_\_

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**FORM RD.B.1 MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011**

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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, 2011**

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**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 to **exceed** R50 000 000.00 and therefore the **90/10** 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:

|   | <b>POINTS</b> |
|---|---------------|
| 1.3.1.1 <b>PRICE</b>                                  | 90            |
| 1.3.1.2 <b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>    | 10            |
| <b>Total points for Price, B-BBEE must not exceed</b> | <b>100</b>    |

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** include 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 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** mean 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>B-BBEE Status Level of Contributor</b> | <b>Number of points (90/10 system)</b> | <b>Number of points (80/20 system)</b> |
|---|--|--|
| 1   | 10                                     | 20                                     |
| 2   | 9                                      | 18                                     |
| 3   | 8                                      | 16                                     |
| 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 &.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**

***Empowerment of local economy***

***The successful service provider shall subcontract the handwork to EME's, QSE's and co-operatives. The tendered rates shall take into account the appointment of EME's, QSE's and co-operatives. Failure to subcontract the handwork to EME's, QSE's and co-operatives shall be construed as breach of contract and shall result in termination of the contract. Preference will be given to the EME's, QSE's and co-operatives within the boundaries of CoT. The CoT reserves the right to accept or reject the sub-contracted entity. The service provider must submit documentary proof on a quarterly basis to the City of Tshwane indicating the subcontracting figures for purchasing orders delivered.***

***It is the service provider's responsibility to make sure that sub-contracting of any portion of the work must not affect the quality of service and goods expected by The City of Tshwane from the service provider. The Service provider must make sure that the subcontractors are competent, the service provider shall be held responsible for any incompetent work done by the subcontractors. The main contractor must make provision for supervision of subcontractors. The tenderers must submit a plan of how they intend to use EME's, QSE's and co-operatives for sub-contracting. The plan must be submitted with the tender.***

| Name of subcontractor | % to be subcontracted | B-BBEE status level of sub-contractor | Is the sub-contractor an EME or QSE<br>(delete which is not applicable) |    |
|-----------------------|-----------------------|---------------------------------------|---|----|
|                       |                       |                                       | 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

(Tick applicable box)

9.5 Describe principal business activities  
 \_\_\_\_\_  
 \_\_\_\_\_

9.6 Company classification

|  |                          |
|--|--------------------------|
| Manufacturer                                   | <input type="checkbox"/> |
| Supplier                                       | <input type="checkbox"/> |
| Professional service provider                  | <input type="checkbox"/> |
| Other service providers, e.g. transporter etc. | <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.C.1 MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all tenders<sup>11</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging)<sup>22</sup>. 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.

<sup>1</sup> Includes price quotations, advertised competitive tenders, limited tenders and proposals.

<sup>2</sup> 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:

**ROC12-2021/22: Tender for maintenance of permanent road traffic markings on the road traffic markings in accordance with the provisions of the National Road Traffic Act 93 of 1996 in Tshwane as and when required on tendered rates and subject to available budget: 3-year term**

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"<sup>3</sup> 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 consortium<sup>3</sup> will not be construed as collusive tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. Prices;
  - b. Geographical area where product of services will be rendered (market allocation);
  - c. Methods, factors or formulas used to calculate prices;
  - d. The intention or decision to submit or not to submit, a tender;
  - e. The submission of a tender which does not meet the specifications and conditions of the tender; or
  - f. Tendering with the intention not to win the tender.

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<sup>3</sup> Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM RD.C.4 RECORD OF SERVICES PROVIDED TO ORGANS OF STATE**

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

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

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

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

| <b>ALL SERVICES COMMENCED OR COMPLETED TO AN ORGAN OF STATE IN THE LAST FIVE YEARS</b> |   |  |   |  |
|--|---|--|---|--|
|  | <b>Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity.</b> | <b>Title of contract for the service</b> | <b>Value of contract for service incl. VAT (Rand)</b> | <b>Date completed (State current if not yet completed)</b> |
| 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.7 STATUS OF CONCERN SUBMITTING TENDER**

1. General

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

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

(Mark the appropriate option)

2. Information to be provided

| If the Tendering Entity is a: |  | Documentation to be submitted with the tender  |
|-------------------------------|--|--|
| 1                             | <u>Closed Corporation</u> , incorporated under the Close Corporation Act, 1984, Act 69 of 1984   | CIPRO CK1 or CK2 (Certified copies of the founding statement) and list of members  |
| 2                             | <u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973<br>(Including Companies incorporated under Art 53 (b))   | Certified copies of:<br>a) CIPRO CM 1 - Certificate of Incorporation<br>b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers<br>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<br>(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:<br>a) such Sole Proprietary, or<br>b) Each of the Partners in the Partnership<br>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) |
|---|--|----------------|---|
| <b>AGRICULTURE</b>  |  |                |   |
| 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   |
| <b>MINING AND QUARRYING</b>                                   |  |                |   |
| 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   |
| <b>MANUFACTURING</b>  |  |                |   |
| 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   |
| <b>ELECTRICITY, GAS &amp; WATER</b>                           |  |                |   |
| 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   |
| <b>CONSTRUCTION</b>   |  |                |   |
| 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   |
| <b>RETAIL AND MOTOR TRADE &amp; REPAIR SERVICES</b>           |  |                |   |
| 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   |
| <b>WHOLESALE TRADE, COMMERCIAL AGENTS AND ALLIED SERVICES</b> |  |                |   |
| 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   |
| <b>CATERING, ACCOMMODATION AND OTHER TRADE</b>                |  |                |   |
| 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   |
| <b>TRANSPORT, STORAGE &amp; COMMUNICATIONS</b>                |  |                |   |
| 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   |
| <b>FINANCE &amp; BUSINESS SERVICES</b>                        |  |                |   |
| 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   |
| <b>COMMUNITY, SOCIAL AND PERSONAL SERVICES</b>                |  |                |   |
| Medium  | 200  | R 13 mil       | R 6 mil   |
| Small   | 50   | R 6 mil        | R 3 mil   |
| Very Small  | 20   | R 1mil         | R 600 000   |
| Micro   | 5  | R 200 000      | R 100 000   |

**FORM RD.C.9 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION**

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

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

Indicate whether these have been included in the tender:

|     |    |
|-----|----|
| YES | NO |
|-----|----|

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

|     |    |
|-----|----|
| YES | NO |
|-----|----|

If so, state particulars \_\_\_\_\_

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

|     |    |
|-----|----|
| YES | NO |
|-----|----|

If so, state particulars \_\_\_\_\_

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

|     |    |
|-----|----|
| YES | NO |
|-----|----|

If so, state particulars \_\_\_\_\_

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

|     |    |
|-----|----|
| YES | NO |
|-----|----|

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

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

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

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

Held at: \_\_\_\_\_ (place)

On: \_\_\_\_\_ (date)

**RESOLVED** that:

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

|                         |   |
|-------------------------|---|
| Tender Number:          | <b>ROC12-2021/22</b>  |
| Tender Description:     | <b>Tender for maintenance of permanent road traffic markings in accordance with the provisions of the National Road Traffic Act 93 of 1996 in Tshwane as and when required on tendered rates and subject to available budget: 3-year term</b> |
| 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 all other documents and/or correspondence in connection with and relating to the tender for the enterprise mentioned above

| NAME | CAPACITY | SIGNATURE |
|------|----------|-----------|
|      |          |           |
|      |          |           |
|      |          |           |
|      |          |           |
|      |          |           |
|      |          |           |
|      |          |           |
|      |          |           |
|      |          |           |

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

**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 Guarantor named below (a guarantee of R200 000.00 per area is required, if tendered for both areas the minimum required guarantee amount must be R400 000.00):

Name of Guarantor (Bank or Insurer)

Address:

Signed:

Name:

Capacity:

On behalf of Tenderer (name of tenderer)

Date:

**CONFIRMED BY** Guarantor's Authorised representative

Signature(s):

Name (print):

Capacity

On behalf of Guarantor (Bank or Insurer)

Date:

Maximum guarantee amount:

**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 road marking maintenance works

- The tenderer must have a minimum of CIDB 6SK.
- Five successfully completed projects of which one must not be less than R10-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
- Site Supervisor
- Safety Officer
- Administrative Officer

Curriculum Vitae including road marking 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).**
- **The Site Supervisor must have at least a National Certificate (NQF Level 5) recognized by South African Qualifications Authority (SAQA).**
- **The Safety Officer must have the relevant Health and Safety qualification and be registered with South African Council Project and Construction Management Professions (SACPCMP).**
- **The Administrative Officer must have at least a matric certificate.**

The Construction Manager must be able to read and interpret the contractual documents, the National Road Traffic Act (Act 93 of 1996), as well as the South African Road Traffic Signs Manuals, and 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 self-propelled or truck mounted automated thermoplastic road marking machine including a glass bead pressure tank capable of painting longitudinal lines within the specifications.

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

**N.B. A letter of intent to purchase the equipment is not an acceptable document for this mandatory requirement.**

**4. Bank Rating**

Proof of minimum **Level C Bank rating at R2-million quote** from a 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: \_\_\_\_\_

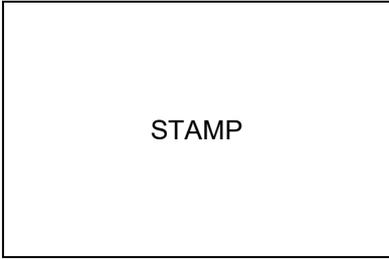
**PORTION 2: CONTRACT**

**PART C1:           AGREEMENTS AND CONTRACT DATA**

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C1.2   CONTRACT DATA..... 12  
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**C1.1 FORM OF OFFER AND ACCEPTANCE**



**AREA A: OFFER**

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

TENDER FOR MAINTENANCE OF PERMANENT ROAD TRAFFIC MARKINGS IN ACCORDANCE WITH THE PROVISIONS OF THE NATIONAL ROAD TRAFFIC ACT 93 OF 1996 IN TSHWANE 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 the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The tender is a **RATE ONLY TENDER** as such the bidder will be appointed on tendered rates.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR AREA A IS**

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

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

NAME(s): (BLOCK LETTERS) .....

CAPACITY of authorized agents: .....

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

SIGNED at ..... on this ..... day of .....

WITNESSES: (Full name – BLOCK LETTERS – and signature)

1. ....

2. ....

**C1.1 FORM OF OFFER AND ACCEPTANCE**

**AREA B: OFFER**

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

TENDER FOR MAINTENANCE OF PERMANENT ROAD TRAFFIC MARKINGS IN ACCORDANCE WITH THE PROVISIONS OF THE NATIONAL ROAD TRAFFIC ACT 93 OF 1996 IN TSHWANE 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 the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data. The tender is a **RATE ONLY TENDER** as such the bidder will be appointed on tendered rates.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR AREA B IS**

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

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

NAME(s): (BLOCK LETTERS) .....

CAPACITY of authorized agents: .....

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

SIGNED at ..... on this ..... day of .....

WITNESSES: (Full name – BLOCK LETTERS – and signature)

1. ....

2. ....

## ACCEPTANCE

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

The terms of the contract, are contained in

|         |   |
|---------|---|
| Part T1 | Tendering Procedures  |
| Part T2 | Returnable Documents  |
| Part C1 | Agreements and Contract Data, (which includes this Agreement) |
| Part C2 | Pricing Data  |
| Part C3 | Scope of Work   |
| Part C4 | Site Information  |

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

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

The Tenderer shall within two weeks after receiving a letter of acceptance, contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement. Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties<sup>1</sup>.

<sup>1</sup> As an alternative, the following wording may be used:

*Notwithstanding anything contained herein, this agreement comes into effect two days after the submission by the Employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery / door-to-door delivery / courier service (delete that which is not applicable), provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Tenderer (now Contractor) within seven days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.*

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

NAME(s): (in block letters)

.....

CAPACITY of authorized agents:

.....

SIGNATURE(s) of authorized agents:

.....

SIGNED at

.....

on this

.....

day of

.....

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

1.

.....

.....

2.

.....

.....

**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.

|            |                |       |
|------------|----------------|-------|
| <b>4.1</b> | <b>Subject</b> | ..... |
|            | Details        | ..... |
| <b>4.2</b> | <b>Subject</b> | ..... |
|            | Details        | ..... |
| <b>4.3</b> | <b>Subject</b> | ..... |
|            | Details        | ..... |
| <b>4.4</b> | <b>Subject</b> | ..... |
|            | Details        | ..... |
| <b>4.5</b> | <b>Subject</b> | ..... |
|            | Details        | ..... |

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

It is expressly agreed that no other matter whether, oral communication or implied during the period between

the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

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

NAME(s): (in block letters) .....

CAPACITY of authorized agents: .....

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

SIGNED at ..... on this ..... day of .....

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

1. ....

2. ....

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

NAME(s): (in block letters) .....

CAPACITY of authorized agents: .....

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

SIGNED at ..... on this ..... day of .....

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

1. ....

2. ....

## C1.2 CONTRACT DATA

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### **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><b>Add</b> 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><b>Add</b> 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><b>Add</b> the following to the clause:</p> <p>1.2.3.1 <i>The Employer has authorised the <b>Group Head: Regional Operations and Coordination</b> (Mr Reuben Mokoena) 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 <b>Group Head: Regional Operations and Coordination</b> has no authority and the Employer’s approval is required before execution thereof.</i></p>  |
| 4.3                 | <p><b>Add</b> the following new sub-clause:</p> <p>1.3.3 <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><b>Add</b> the following new sub-clause:</p> <p>4.3.4 <i>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37(2) of the Act. The Contractor shall sign the Occupational Health and Safety Agreement for Contract Work in the City of Tshwane Metropolitan Municipality included in section C1.5.</i></p> <p><b>Add</b> 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><b>Add</b> the following new sub-clause:</p> <p>4.3.6 <i>Contractor’s Designer</i></p> <p><i>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract</i></p>  |
| 6.1                 | <p><b>Add</b> the following new sub-clause:</p> <p>6.1.2 <i>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way of his obligations either in contract or in delict.</i></p> <p><b>Add</b> 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><b>Replace</b> clause 8.6 with the following:</p> <p><b>8.6 Insurances</b></p> <p>8.6.1 <i>Without limiting the Contractor’s/Sub-contractor’s obligation in terms of the Contract, the Employer will effect and maintain for the duration of the Contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurances in the name of the Contractor (including all Subcontractors whether nominated or otherwise):</i></p> <p>8.6.2 <i>The Employer’s insurer will indemnify the Contractor/Sub-contractor against physical loss of or damage to any part of the Property Insured not exceeding the maximum contract value or the final contract value estimated at inception including free issue materials were applicable as stated in the Contract Data:</i></p> <ul style="list-style-type: none"> <li>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></li> <li>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></li> <li>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></li> </ul> |

| 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"> <li><i>d. Removal of debris;</i></li> <li><i>e. Surrounding property</i></li> <li><i>f. Work away;</i></li> <li><i>g. Off site storage</i></li> <li><i>h. Temporary repairs;</i></li> <li><i>i. Contribution clause – marine;</i></li> <li><i>j. Escalation during Contract Period;</i></li> <li><i>k. Post loss escalation;</i></li> <li><i>l. Automatic reinstatement;</i></li> <li><i>m. Principals maintenance;</i></li> <li><i>n. Property taken over;</i></li> <li><i>o. Beneficial occupation;</i></li> <li><i>p. Escalation due to currency fluctuation;</i></li> <li><i>q. Manufacturers guarantees</i></li> </ul> <p><b>8.6.3</b> <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"> <li><i>a. Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Subcontractor);</i></li> <li><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></li> </ul> <p><b>8.7</b> <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><b>8.8</b> <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><b>8.9</b> <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><b>8.10</b> <i>Contractor satisfied with insurance</i></p> <p><i>The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover affected by the Employer.</i></p> |

| CLAUSE / SUB-CLAUSE | VARIATION / ADDITION   |
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|                     | <p>8.11 <i>Contractor to observe conditions</i></p> <p><i>The Contractor shall give all notices and observe all conditions and requirements imposed by the relevant insurance policies, which shall be binding on the Contractor.</i></p> <p>8.12 <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> <p><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></p> <p><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></p> <p><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></p> <p><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></p> <p><i>e. Proof must also be submitted that the Contractor complies with the conditions of the following legislation:</i></p> <ul style="list-style-type: none"> <li><i>- Compensation for Occupational Injuries and disease, 1993</i></li> <li><i>- Unemployment Insurance Act, 1996</i></li> <li><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></li> </ul> <p>8.13 <i>The Employer's Agent involved must furnish the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management.</i></p> <p>8.14 <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> <p><i>a. In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer's Agent of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.</i></p> |

| CLAUSE / SUB-CLAUSE | VARIATION / ADDITION  |
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|                     | <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"> <li>- <i>Photos of damages caused or suffered as proof or substantiation of the claims.</i></li> </ul> <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 reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.</i></p> |

| CLAUSE / SUB-CLAUSE | VARIATION / ADDITION   |
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|                     | <p data-bbox="464 286 967 320"><b>8.16</b>      <i>Reporting of crime related incidents</i></p> <p data-bbox="576 353 1453 544"><i>All crime related incidents, losses or shortages irrespective of the value, must be reported within 24 (twenty-four) hours by the person who was involved or who has discovered the incident to the nearest South African Police Services (SAPS) station. The name of the Police Station, Investigation Officer and the Case number must be obtained and stated on the Contractor Claim Form. Should the incident not be reported to the SAPS, the claim will be repudiated.</i></p> <p data-bbox="464 584 815 618"><b>8.17</b>      <i>Claim documentation</i></p> <p data-bbox="576 651 1453 775"><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 data-bbox="576 808 1453 875"><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 data-bbox="576 909 1453 976"><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 data-bbox="464 1010 887 1043"><b>8.18</b>      <i>Authorization of claim forms</i></p> <p data-bbox="576 1077 1453 1424"><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 data-bbox="464 1458 903 1491"><b>8.19</b>      <i>Contractor to pay deductibles</i></p> <p data-bbox="576 1525 1453 1682"><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 data-bbox="464 1715 799 1749"><b>8.20</b>      <i>Settlement of claims</i></p> <p data-bbox="576 1783 1453 1906"><i>All incidents reported to the Section: Insurance and Risk Management in respect of an occurrence, which is likely to give rise to a claim will be forwarded to the Employer’s insurer who will take the necessary actions for the settlement of any such claims.</i></p> <p data-bbox="576 1939 1453 2040"><i>The Contractor shall negotiate for the settlement of claims with the Employer or the Employer’s insurer through the Section: Insurance and Risk Management. The Employer’s Chief Financial Officer will authorize all settlements of claims.</i></p> |

| CLAUSE / SUB-CLAUSE | VARIATION / ADDITION  |
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|                     | <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:  | <b>12 (twelve) months</b> from the date of the Certificate of Completion.   |  |        |               |       |  |       |   |        |  |       |   |       |                                       |       |  |         |   |       |                                  |      |                                     |        |                                |
| 1.1.1.14      | The time for achieving Practical Completion is:                             | <b>The time allocated by the Employer's Agent</b>   |  |        |               |       |  |       |   |        |  |       |   |       |                                       |       |  |         |   |       |                                  |      |                                     |        |                                |
| 1.1.1.15      | The name of the Employer is:  | <b>City of Tshwane Metropolitan Municipality.</b>   |  |        |               |       |  |       |   |        |  |       |   |       |                                       |       |  |         |   |       |                                  |      |                                     |        |                                |
| 1.1.1.26      | The Pricing Strategy is:  | <b>Re-measurement Contract</b>  |  |        |               |       |  |       |   |        |  |       |   |       |                                       |       |  |         |   |       |                                  |      |                                     |        |                                |
| 1.2.1.2       | The address of the Employer is:   | Physical Address:   | <b>Isivuno House,<br/>143 Lilian Ngoyi Street,<br/>Pretoria</b>  |        |               |       |  |       |   |        |  |       |   |       |                                       |       |  |         |   |       |                                  |      |                                     |        |                                |
|               |   | Postal Address:   | <b>P.O. Box 1409<br/>PRETORIA<br/>0001</b>                       |        |               |       |  |       |   |        |  |       |   |       |                                       |       |  |         |   |       |                                  |      |                                     |        |                                |
|               |   | E-Mail Address:   | <b>calip@tshwane.gov.za</b>                                      |        |               |       |  |       |   |        |  |       |   |       |                                       |       |  |         |   |       |                                  |      |                                     |        |                                |
| 1.1.1.16      | The name of the Employer's Agent is:  | <b>Mr Steven Macheve</b>  |  |        |               |       |  |       |   |        |  |       |   |       |                                       |       |  |         |   |       |                                  |      |                                     |        |                                |
| 1.2.1.2       | The address of the Employer's Agent is:                                     | Physical Address:   | <b>Capitol Towers North,<br/>225 Madiba Street,<br/>Pretoria</b> |        |               |       |  |       |   |        |  |       |   |       |                                       |       |  |         |   |       |                                  |      |                                     |        |                                |
|               |   | Postal Address:   | <b>P.O. Box 1409<br/>PRETORIA<br/>0001</b>                       |        |               |       |  |       |   |        |  |       |   |       |                                       |       |  |         |   |       |                                  |      |                                     |        |                                |
|               |   | E-Mail Address:   | <b>stevenma@tshwane.gov.za</b>                                   |        |               |       |  |       |   |        |  |       |   |       |                                       |       |  |         |   |       |                                  |      |                                     |        |                                |
| 3.1.3         |   | <ul style="list-style-type: none"> <li>• The Employer's Agent is required to obtain approval of the Employer: <ul style="list-style-type: none"> <li>▪ for expenditure on the Contract to exceed the Contract Price;</li> <li>▪ prior to the execution of any of the following duties of functions:</li> </ul> </li> </ul> <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th>CLAUSE</th> <th>DUTY/FUNCTION</th> </tr> </thead> <tbody> <tr> <td>3.2.4</td> <td>Authorization to Employer's Agent Representative or any other person</td> </tr> <tr> <td>3.3.1</td> <td>Nomination of person as Employer's Agent Representative</td> </tr> <tr> <td>4.10.1</td> <td>Approval to use the Site for any other purpose such as housing</td> </tr> <tr> <td>5.3.1</td> <td>Delivery of the written notice to commence the execution of the works</td> </tr> <tr> <td>5.6.3</td> <td>Approval of programme of construction</td> </tr> <tr> <td>5.7.2</td> <td>Permission to carry out work by day and by night</td> </tr> <tr> <td>5.8.1.1</td> <td>Approval to work on special non-working days and between sunset and sunrise</td> </tr> <tr> <td>5.9.7</td> <td>Approval of Contractor's designs</td> </tr> <tr> <td>5.11</td> <td>Suspension of progress of the Works</td> </tr> <tr> <td>5.13.2</td> <td>Reduction of penalty for delay</td> </tr> </tbody> </table> |  | CLAUSE | DUTY/FUNCTION | 3.2.4 | 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"> <li>• Health and Safety Plan (Refer to Clause 4.3)</li> <li>• Initial programme (Refer to Clause 5.6)</li> <li>• Security (Refer to Clause 6.2)</li> <li>• 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)</li> <li>• A certified copy of Unemployment Insurance Certificate, Act of 1996 (Refer to Clause 4.3.2)</li> </ul>  |   |
| 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"> <li>• Annual builders holiday</li> <li>• Statutory public holidays</li> </ul>   |   |
| 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:   | <b>1 (one) Year</b>  |   |
| 6.2.1  | Type of security for due performance:  | <ul style="list-style-type: none"> <li>• Guarantee from approved financial institution.</li> <li>• The Form of Guarantee is to contain the wording of the pro forma document included as C1.3 contained herein.</li> </ul>   |   |
|        | Liability of performance guarantee   | The liability of the guarantee shall be for R200 000.00 per Area.  |   |
| 6.2.2  | Retention money guarantee  | Not permitted  |   |
| 6.8.2  | Adjustment in rates and/or prices  | <ul style="list-style-type: none"> <li>• The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</li> </ul> <p>“L” is the “Labour Index” and shall be Gauteng under CPI as published by Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be Plant and equipment under Mining and construction plant and equipment price index as published by Statistics South Africa.</p> <p>“M” is the “Material Index” and shall be Paints under PPI as published by Statistics South Africa.</p> |   |

|             |   | <p>“F” is the “Fuel Index” and shall be Diesel under PPI as published by Statistics South Africa.</p> <table border="1"> <thead> <tr> <th>Coefficient</th> <th>Description</th> <th>Value</th> </tr> </thead> <tbody> <tr> <td><i>x</i></td> <td>Portion not subject to adjustment</td> <td><b>0.10</b></td> </tr> <tr> <td><i>a</i></td> <td>Labour</td> <td><b>0.20</b></td> </tr> <tr> <td><i>b</i></td> <td>Civil Engineering Plant</td> <td><b>0.25</b></td> </tr> <tr> <td><i>c</i></td> <td>Paints</td> <td><b>0.40</b></td> </tr> <tr> <td><i>d</i></td> <td>Fuel</td> <td><b>0.15</b></td> </tr> </tbody> </table> <p>(Coefficients a, b, c and d must sum to one)</p> <ul style="list-style-type: none"> <li>The urban area nearest the Site is <b>Tshwane</b>.</li> <li>The base month is <b>the month prior to the closing of the procurement process required for a financial offer.</b></li> </ul> | Coefficient | Description | Value | <i>x</i> | Portion not subject to adjustment | <b>0.10</b> | <i>a</i> | Labour | <b>0.20</b> | <i>b</i> | Civil Engineering Plant | <b>0.25</b> | <i>c</i> | Paints | <b>0.40</b> | <i>d</i> | Fuel | <b>0.15</b> |
|-------------|---|--|-------------|-------------|-------|----------|-----------------------------------|-------------|----------|--------|-------------|----------|-------------------------|-------------|----------|--------|-------------|----------|------|-------------|
| Coefficient | Description   | Value  |             |             |       |          |                                   |             |          |        |             |          |                         |             |          |        |             |          |      |             |
| <i>x</i>    | Portion not subject to adjustment   | <b>0.10</b>  |             |             |       |          |                                   |             |          |        |             |          |                         |             |          |        |             |          |      |             |
| <i>a</i>    | Labour  | <b>0.20</b>  |             |             |       |          |                                   |             |          |        |             |          |                         |             |          |        |             |          |      |             |
| <i>b</i>    | Civil Engineering Plant   | <b>0.25</b>  |             |             |       |          |                                   |             |          |        |             |          |                         |             |          |        |             |          |      |             |
| <i>c</i>    | Paints  | <b>0.40</b>  |             |             |       |          |                                   |             |          |        |             |          |                         |             |          |        |             |          |      |             |
| <i>d</i>    | Fuel  | <b>0.15</b>  |             |             |       |          |                                   |             |          |        |             |          |                         |             |          |        |             |          |      |             |
| 6.8.3       | Price adjustment for variations in the cost of special materials  | <b>Not allowed</b>   |             |             |       |          |                                   |             |          |        |             |          |                         |             |          |        |             |          |      |             |
| 6.10.1.5    | The percentage advance on materials not yet built into the Permanent Works is:                                    | <b>0% (Zero percent)</b>   |             |             |       |          |                                   |             |          |        |             |          |                         |             |          |        |             |          |      |             |
| 6.10.3      | Percentage retention is:  | <p><b>AREA A: 10% (Ten percent) of monthly payment certificate exclusive of VAT</b><br/> <b>AREA B: 10% (Ten percent) of monthly payment certificate exclusive of VAT</b></p>  |             |             |       |          |                                   |             |          |        |             |          |                         |             |          |        |             |          |      |             |
|             | The limit of retention money is:  | <p><b>AREA A: R200 000.00 exclusive of VAT</b><br/> <b>AREA B: R200 000.00 exclusive of VAT</b></p>  |             |             |       |          |                                   |             |          |        |             |          |                         |             |          |        |             |          |      |             |
| 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><b>Contractors All Risk and Liability Insurance</b><br/> Ms. Morongwa Mokoena (Tel: 012 358 1126)<br/> <a href="mailto:morongwam@tshwane.gov.za">morongwam@tshwane.gov.za</a><br/> Mrs Ronett Marlow-Reid (Tel: 012 358 1131)<br/> <a href="mailto:ronettm@tshwane.gov.za">ronettm@tshwane.gov.za</a><br/> Mr Lawrence Matjila (Tel: 012 358 1374)<br/> <a href="mailto:lawrencem@tshwane.gov.za">lawrencem@tshwane.gov.za</a></p>  |             |             |       |          |                                   |             |          |        |             |          |                         |             |          |        |             |          |      |             |
|             | The value of plant and materials supplied by the Employer to be included in the insurance sum is:                 | <b>R 0 (zero)</b>  |             |             |       |          |                                   |             |          |        |             |          |                         |             |          |        |             |          |      |             |
|             | 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   | <b>Ad-hoc</b> Adjudication Board   |             |             |       |          |                                   |             |          |        |             |          |                         |             |          |        |             |          |      |             |
| 10.5.3      | Number of Adjudication Board members to be appointed:   | <b>One</b>   |             |             |       |          |                                   |             |          |        |             |          |                         |             |          |        |             |          |      |             |

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|      |  |                   |
|------|--|-------------------|
| 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<br>AREA A: R200 000.00<br>AREA B: R200 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 de 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. The contractor can utilize other institutions if they are registered with the NCR.

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

#### **C1.4 HEALTH AND SAFETY AGREEMENT**

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

##### **CITY OF TSHWANE**

(Hereinafter referred to as the "EMPLOYER")

AND

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

##### **TENDER FOR MAINTENANCE OF PERMANENT ROAD TRAFFIC MARKINGS IN ACCORDANCE WITH THE PROVISIONS OF THE NATIONAL ROAD TRAFFIC ACT 93 OF 1996 IN TSHWANE AS AND WHEN REQUIRED ON TENDERED RATES AND SUBJECT TO AVAILABLE BUDGET: 3-YEAR TERM**

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

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

NAME:  
(in BLOCK letters) \_\_\_\_\_

CAPACITY:  
(of authorized agent) \_\_\_\_\_

SIGNATURE:  
(of authorized agent) \_\_\_\_\_

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

WITNESSES:  
(Full name in BLOCK letters and signature)

1. \_\_\_\_\_

2. \_\_\_\_\_

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

NAME:  
(in BLOCK letters) \_\_\_\_\_

CAPACITY:  
(of authorized agent) \_\_\_\_\_

SIGNATURE:  
(of authorized agent) \_\_\_\_\_

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

WITNESSES:  
(Full name in BLOCK letters and signature)

1. \_\_\_\_\_

2. \_\_\_\_\_

---

**C1.5 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 arisen<sup>1</sup> between the Parties under a Contract dated \_\_\_\_\_ and known as \_\_\_\_\_

and these disputes or differences shall be/have been<sup>2</sup> 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 always 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.

---

<sup>1</sup> Delete as necessary

<sup>2</sup> Delete as necessary

SIGNED by: \_\_\_\_\_

Name: \_\_\_\_\_

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

SIGNED by: \_\_\_\_\_

Name: \_\_\_\_\_

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

SIGNED by: \_\_\_\_\_

Name: \_\_\_\_\_

the Adjudicator in the presence of

Witness \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Witness: \_\_\_\_\_

Name \_\_\_\_\_

Address: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Contract Data**

|   |   |
|---|---|
| 1 | The Adjudicator shall be paid at the hourly rate of R _____ in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.   |
| 2 | The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to:<br>(a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs.<br>(b) Telegrams, telex, faxes, and telephone calls.<br>(c) Postage and similar delivery charges.<br>(d) Travelling, hotel expenses and other similar disbursements.<br>(e) Room charges.<br>(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 <sup>3</sup> 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.   |

<sup>3</sup> Delete as necessary

## **PART C2: PRICING DATA**

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| C2.2 | BILL OF QUANTITIES.....   | 7 |

## **C2.1 PRICING INSTRUCTIONS**

### **1. General**

1.1 This section provides the tenderer with guidelines and requirements about the completion of the Bill of Quantities. The Schedule must be completed in black ink and the tenderer is referred to the Tender Specifications regarding 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 The method of measurement published by the City of Tshwane in section 001 clause 04 and the clauses titled "Measurement and Payment" in the various sections of the Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005, is applicable, subject to the variations and amendments contained in section C3.6.

2.2 Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the 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.

2.3 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

2.4 The quantities set out in the Bill of Quantities are indicative quantities on past contracts and will only

be used to provide a method to evaluate the bids and is not a true reflection of the actual expected quantities of the Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time.

2.5 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 <sup>2</sup> | = | square metre | No.      | = | number          |
| sum            | = | lump sum     | PC sum   | = | Prime Cost sum  |
| l              | = | litre        | Prov sum | = | Provisional sum |
| %              | = | percentage   | d        | = | day             |
| mth            | = | month        |          |   |                 |

No payment shall be made for any road markings per completed link of a road section without a detailed sketch, measurement sheets and job card with all quantities, digital and hard copy photographs (one before and one after photograph per link). No separate payment will be made for the documentation including the photographs as they will be deemed to be included in the tendered rates. The detailed sketch shall be a neatly drawn hand sketch indicating all road traffic markings for the specific link between two crossroads (no separate payment will be made for the sketches as the cost of this shall be included in the tendered rates). The following details on the sketch plan are required: North point, basic road geometry layout, street names for link as well as for crossroads, sketch of road marking layout with RTSM codes, etc. In the case for roads to be resurfaced, dimensions shall be added to the sketch with reference points such as lamp posts, stand numbers, etc. A paint marking shall also be applied on the kerb to indicate the existing position of all transversal lines. The start, deflecting point and end of painted islands shall also be marked on the kerb which must be removed immediately after the road markings are completed (no separate payment will be made for applying the paint markings and the removal thereof as the cost of this work shall be included in the tendered rates). The works will have to be measured by the contractor to determine the cost before a job card may be issued for the works to be executed (the cost of measuring will be deemed to be included in the tendered rates and no separate payment will be made). A payment certificate including the supporting information must be submitted monthly unless otherwise agreed by the Engineer.

The Contractor's Quality Manager shall be responsible for the quality management to inspect and approve all road markings within 48 hours after the completion of the link 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. The contents of the training course shall be the Road traffic Act 1996, (Act 93 of 1996) and Regulations 2000, the SADC Road Traffic Signs Manual Volume 1 Chapter 7,

Volume 4 Chapter 12, the South African Road Traffic Signs Manual Volume 2: Part 2, Part 3 Part 13, Part 18 and the standard specifications for municipal civil engineering works. The Manager shall always be in possession of all the above-mentioned documentation. No work shall commence prior to the successful completion of the course by the Quality Manager and certificate of acknowledgement (no separate payment will be made for completing the course and the cost of this must be included in the tendered rates).

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

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

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 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 several 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 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 The quantities set out in the Bill of Quantities are indicative quantities on past contracts and will only be used to provide a method to evaluate the bids and is not a true reflection of the actual expected

quantities of the Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time.

- 3.10 The tender may be awarded to one bidder only or to various bidders.
- 3.11 Bidder that may be awarded both areas must have a higher CIDB category grading.
- 3.12 The City reserves a right to instruct any appointed service provider within a particular Area i.e., Area A, or B to undertake work in an area, whereby the appointed service provider in that area is for whatever reason unable to optimally deliver in terms of time and quality of work.

**CORRECTION OF ENTRIES MADE BY TENDERER**

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

## **C2.2 BILL OF QUANTITIES**

The quantities set out in the Bill of Quantities are indicative quantities on past contracts and will only be used to provide a method to evaluate the bids and is not a true reflection of the actual expected quantities of the Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The appointment will be on **tendered rates** and as a result any rates found to pose a risk of non-performance will lead to disqualification.

Bidders may submit bids for one Area only or for both Areas.

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.

All items in an Area must be priced.

**Area A: Regions 1, 2 and 3**

**Area B: Regions 4, 5, 6 and 7**

**Area A: Regions 1, 2 and 3 (estimated quantities)**

| <b>SERIES 0: GENERAL</b>                             |  |             |                 |              |               |
|--|--|-------------|-----------------|--------------|---------------|
| <b>SECTION 001: GENERAL REQUIREMENTS AND CHARGES</b> |  |             |                 |              |               |
| <b>ITEM</b>  | <b>DESCRIPTION</b>   | <b>UNIT</b> | <b>QUANTITY</b> | <b>RATE</b>  | <b>AMOUNT</b> |
| <b>B001.04</b>                                       | <b>Compliance with the Occupational Health and Safety Act and applicable regulations</b> |             |                 |              |               |
| B001.04.01   | Provision of a Health & Safety Plan  | lump sum    | -               |              |               |
| B001.04.02   | Provision of an updated Health & Safety File   | month       | 36              |              |               |
| B001.04.04   | Provision of a Safety Officer (Full Time)  | month       | 36              |              |               |
| B001.04.06   | Provision of Personal Protective Clothing and Equipment                                  | lump sum    | -               |              |               |
| <b>B001.05</b>                                       | Community Liaison Officer  | month       | 36              | Cot Level T5 | -             |
| <b>AMOUNT CARRIED TO AREA A SUMMARY</b>              |  |             |                 |              |               |

| <b>SERIES 1: ANCILLARY WORK</b>         |   |             |                 |             |               |
|---|---|-------------|-----------------|-------------|---------------|
| <b>SECTION B107: DAYWORKS</b>           |   |             |                 |             |               |
| <b>ITEM</b>                             | <b>DESCRIPTION</b>  | <b>UNIT</b> | <b>QUANTITY</b> | <b>RATE</b> | <b>AMOUNT</b> |
| <b>B107.01</b>                          | <b>Labour during normal working hours</b>                       |             |                 |             |               |
| B107.01.01                              | Unskilled labour  | h           | 125             |             |               |
| B107.01.02                              | Semi-skilled labour   | h           | 125             |             |               |
| B107.01.03                              | Skilled labour  | h           | 125             |             |               |
| <b>B107.02</b>                          | <b>Extra-over item B107.01 for charges and profit (max 10%)</b> |             |                 |             |               |
| B107.02.01                              | Unskilled labour  | %           | Rate only       |             | -             |
| B107.02.02                              | Semi-skilled labour   | %           | Rate only       |             | -             |
| B107.02.03                              | Skilled labour  | %           | Rate only       |             | -             |
| <b>B107.03</b>                          | <b>Construction transport</b>                                   |             |                 |             |               |
| B107.03.01                              | Light vehicle or LDV up to 1 ton                                | h           | 25              |             |               |
| B107.03.02                              | Truck up to 2 ton   | h           | 25              |             |               |
| B107.03.03                              | Truck up to 4 ton   | h           | 25              |             |               |
| <b>AMOUNT CARRIED TO AREA A SUMMARY</b> |   |             |                 |             |               |

| <b>Series 6: Roads and Parking Area</b> |   |                |                 |             |               |
|---|---|----------------|-----------------|-------------|---------------|
| <b>Section 613: Traffic Markings</b>    |   |                |                 |             |               |
| <b>ITEM</b>                             | <b>DESCRIPTION</b>  | <b>UNIT</b>    | <b>QUANTITY</b> | <b>RATE</b> | <b>AMOUNT</b> |
| <b>B613.05</b>                          | <b>Road studs (Supply and install)</b>  |                |                 |             |               |
| B613.05.01                              | IS EN Part 1 and 2 approved double sided which has a dual partition micro prismatic lenses  | no             | 10000           |             |               |
| B613.05.02                              | IS EN Part 1 and 2 approved double sided which has a dual partition micro prismatic lenses (with a shank)                                       | no             | 2500            |             |               |
| <b>B613.06</b>                          | <b>Setting out and pre-marking of line</b>  |                |                 |             |               |
| B613.06.01                              | Pre-marking for machine application new lines, colour to match marking colour (pre-marking of existing markings to be approved by the Engineer) | m              | 750000          |             |               |
| B613.06.02                              | Pre-marking for symbols, words, etc new hand application (pre-marking of existing markings to be approved by the Engineer)                      | m <sup>2</sup> | 125000          |             |               |
| <b>B613.07.01</b>                       | <b>Reflective road marking waterborne paint Longitudinal lines (high pressure machine / vehicle only)</b>                                       |                |                 |             |               |
|   | White lines (broken or unbroken)  |                |                 |             |               |
| B613.07.01.01                           | 100mm wide  | m              | 50000           |             |               |
| B613.07.01.02                           | 150mm wide  | m              | 25000           |             |               |
| B613.07.01.03                           | 200mm wide  | m              | 2500            |             |               |
| B613.07.01.04                           | 300mm wide  | m              | 2500            |             |               |
|   | Yellow lines (broken or unbroken)   |                |                 |             |               |
| B613.07.01.05                           | 100mm wide (including RM4, RM5, RM7, RM9, RM13, RM16)   | m              | 62500           |             |               |
| B613.07.01.06                           | 150mm wide (including RM4, RM5, RM7, RM9, RM13, RM16)   | m              | 37500           |             |               |
|   | Red lines (broken or unbroken)  |                |                 |             |               |
| B613.07.01.07                           | 100mm wide  | m              | 2500            |             |               |
| B613.07.01.08                           | 150mm wide  | m              | 2500            |             |               |
| B613.07.01.09                           | 1000mm wide   | m              | 7500            |             |               |
| <b>AMOUNT CARRIED FORWARD</b>           |   |                |                 |             |               |

| ITEM                          | DESCRIPTION  | UNIT           | QUANTITY | RATE | AMOUNT |
|-------------------------------|--|----------------|----------|------|--------|
| <b>AMOUNT BROUGHT FORWARD</b> |  |                |          |      |        |
| <b>B613.07.02</b>             | <b>Reflective road marking waterborne paint transverse, symbol, and small markings (Handwork – high pressure equipment only)</b> |                |          |      |        |
| B613.07.02.01                 | White transverse lines   | m <sup>2</sup> | 2500     |      |        |
| B613.07.02.02                 | Yellow transverse lines  | m <sup>2</sup> | 250      |      |        |
| B613.07.02.03                 | White lettering and symbols  | m <sup>2</sup> | 250      |      |        |
| B613.07.02.04                 | Yellow lettering and symbols   | m <sup>2</sup> | 12500    |      |        |
| B613.07.02.05                 | Kerb face markings (white and black)   | m <sup>2</sup> | 12500    |      |        |
| B613.07.02.06                 | RM15 – Centre of traffic circle (yellow)   | m <sup>2</sup> | 5000     |      |        |
| B613.07.02.07                 | RM6 – parking bay number complete with arrow 500 x 1200 yellow and black (see SARTSM detail 2.83.5)                              | No             | 250      |      |        |
| B613.07.04.08                 | Custom designed parking bay numbers complete with background, any size and colour on concrete or any other surface               | m <sup>2</sup> | 250      |      |        |
| <b>AMOUNT CARRIED FORWARD</b> |  |                |          |      |        |

| ITEM                          | DESCRIPTION   | UNIT | QUANTIY | RATE | AMOUNT |
|-------------------------------|---|------|---------|------|--------|
| <b>AMOUNT BROUGHT FORWARD</b> |   |      |         |      |        |
| <b>B613.07.03</b>             | <b>1.2 mm Thick Thermoplastic Longitudinal lines (high pressure machine / vehicle application only)</b> |      |         |      |        |
|                               | White lines (broken or unbroken)  |      |         |      |        |
| B613.07.03.01                 | 100mm wide  | m    | 425000  |      |        |
| B613.07.03.02                 | 150mm `wide   | m    | 500000  |      |        |
| B613.07.03.03                 | 200mm wide  | m    | 75000   |      |        |
| B613.07.03.04                 | 300mm wide  | m    | 2500    |      |        |
|                               | Yellow lines (broken or unbroken)   |      |         |      |        |
| B613.07.03.05                 | 100mm wide (including RM4, RM5, RM7, RM9, RM13, RM16)   | m    | 200000  |      |        |
| B613.07.03.06                 | 150mm wide (including RM4, RM5, RM7, RM9, RM13, RM16)   | m    | 100000  |      |        |
| <b>AMOUNT CARRIED FORWARD</b> |   |      |         |      |        |

| ITEM                                    | DESCRIPTION   | UNIT           | QUANTIY | RATE | AMOUNT |
|---|---|----------------|---------|------|--------|
| <b>AMOUNT BROUGHT FORWARD</b>           |   |                |         |      |        |
| <b>B613.07.04</b>                       | <b>2 mm Thick Thermoplastic transverse, symbols, and small markings (high pressure machine / vehicle application only)</b>                                  |                |         |      |        |
| B13.07.04.01                            | White transverse lines  | m <sup>2</sup> | 7500    |      |        |
| B13.07.04.02                            | Yellow transverse lines   | m <sup>2</sup> | 1000    |      |        |
| B13.07.04.03                            | White lettering and symbols   | m <sup>2</sup> | 2500    |      |        |
| B13.07.04.04                            | Yellow lettering and symbols  | m <sup>2</sup> | 2500    |      |        |
| <b>B613.07.05</b>                       | <b>2 mm Thick MMA cold plastic transverse, symbols, and small markings (handwork)</b>   |                |         |      |        |
| B613.07.05.01                           | Any red markings  | m <sup>2</sup> | 2500    |      |        |
| B613.07.05.02                           | White transverse lines  | m <sup>2</sup> | 30000   |      |        |
| B613.07.05.03                           | Yellow transverse lines   | m <sup>2</sup> | 4000    |      |        |
| B613.07.05.04                           | White lettering and symbols   | m <sup>2</sup> | 60000   |      |        |
| B613.07.05.05                           | Yellow lettering and symbols  | m <sup>2</sup> | 10000   |      |        |
| <b>B613.07.06</b>                       | <b>Road marking related works</b>   |                |         |      |        |
| B613.07.06.01                           | Removal of road marking 2 mm thickness or less by means of sandblasting, waterblasting or any other approved method without damage to the road surface      | m <sup>2</sup> | 5000    |      |        |
| B613.07.06.02                           | Removal of road marking greater than 2 mm thickness by means of sandblasting, waterblasting or any other approved method without damage to the road surface | m <sup>2</sup> | 5000    |      |        |
| <b>AMOUNT CARRIED TO AREA A SUMMARY</b> |   |                |         |      |        |

| <b>AREA A: SUMMARY</b> |                                |                          |
|------------------------|--------------------------------|--------------------------|
| <b>SECTION</b>         | <b>DESCRIPTION</b>             | <b>AMOUNT (EXCL VAT)</b> |
| 001                    | GENERAL REQUIREMENTS & CHARGES |                          |
| B107                   | DAYWORKS                       |                          |
| 613                    | TRAFFIC MARKINGS               |                          |
|                        | <b>SUB TOTAL</b>               | R                        |
|                        | <b>VAT (15%)</b>               | R                        |
|                        | <b>TOTAL AMOUNT AREA A</b>     | R                        |

**N.B Total amount to be carried to Form of Offer and Acceptance found in Part C1**

**Area B: Regions 4, 5, 6 and 7 (estimated quantities)**

| <b>SERIES 0: GENERAL</b>                             |  |             |                 |              |               |
|--|--|-------------|-----------------|--------------|---------------|
| <b>SECTION 001: GENERAL REQUIREMENTS AND CHARGES</b> |  |             |                 |              |               |
| <b>ITEM</b>  | <b>DESCRIPTION</b>   | <b>UNIT</b> | <b>QUANTITY</b> | <b>RATE</b>  | <b>AMOUNT</b> |
| <b>B001.04</b>                                       | <b>Compliance with the Occupational Health and Safety Act and applicable regulations</b> |             |                 |              |               |
| B001.04.01   | Provision of a Health & Safety Plan  | lump sum    | -               |              |               |
| B001.04.02   | Provision of an updated Health & Safety File   | month       | 36              |              |               |
| B001.04.04   | Provision of a Safety Officer (Full Time)  | month       | 36              |              |               |
| B001.04.06   | Provision of Personal Protective Clothing and Equipment                                  | lump sum    | -               |              |               |
| <b>B001.05</b>                                       | Community Liaison Officer  | month       | 36              | Cot Level T5 | -             |
| <b>AMOUNT CARRIED TO AREA B SUMMARY</b>              |  |             |                 |              |               |

| <b>SERIES 1: ANCILLARY WORK</b>         |   |             |                 |             |               |
|---|---|-------------|-----------------|-------------|---------------|
| <b>SECTION B107: DAYWORKS</b>           |   |             |                 |             |               |
| <b>ITEM</b>                             | <b>DESCRIPTION</b>  | <b>UNIT</b> | <b>QUANTITY</b> | <b>RATE</b> | <b>AMOUNT</b> |
| <b>B107.01</b>                          | <b>Labour during normal working hours</b>                       |             |                 |             |               |
| B107.01.01                              | Unskilled labour  | h           | 125             |             |               |
| B107.01.02                              | Semi-skilled labour   | h           | 125             |             |               |
| B107.01.03                              | Skilled labour  | h           | 125             |             |               |
| <b>B107.02</b>                          | <b>Extra-over item B107.01 for charges and profit (max 10%)</b> |             |                 |             |               |
| B107.02.01                              | Unskilled labour  | %           | Rate only       |             | -             |
| B107.02.02                              | Semi-skilled labour   | %           | Rate only       |             | -             |
| B107.02.03                              | Skilled labour  | %           | Rate only       |             | -             |
| <b>B107.03</b>                          | <b>Construction transport</b>                                   |             |                 |             |               |
| B107.03.01                              | Light vehicle or LDV up to 1 ton                                | h           | 25              |             |               |
| B107.03.02                              | Truck up to 2 ton   | h           | 25              |             |               |
| B107.03.03                              | Truck up to 4 ton   | h           | 25              |             |               |
| <b>AMOUNT CARRIED TO AREA B SUMMARY</b> |   |             |                 |             |               |

| <b>Series 6: Roads and Parking Area</b> |   |                |                 |             |               |
|---|---|----------------|-----------------|-------------|---------------|
| <b>Section 613: Traffic Markings</b>    |   |                |                 |             |               |
| <b>ITEM</b>                             | <b>DESCRIPTION</b>  | <b>UNIT</b>    | <b>QUANTITY</b> | <b>RATE</b> | <b>AMOUNT</b> |
| <b>B613.05</b>                          | <b>Road studs (Supply and install)</b>  |                |                 |             |               |
| B613.05.01                              | IS EN Part 1 and 2 approved double sided which has a dual partition micro prismatic lenses  | no             | 10000           |             |               |
| B613.05.02                              | IS EN Part 1 and 2 approved double sided which has a dual partition micro prismatic lenses (with a shank)                                       | no             | 2500            |             |               |
| <b>B613.06</b>                          | <b>Setting out and pre-marking of line</b>  |                |                 |             |               |
| B613.06.01                              | Pre-marking for machine application new lines, colour to match marking colour (pre-marking of existing markings to be approved by the Engineer) | m              | 750000          |             |               |
| B613.06.02                              | Pre-marking for symbols, words, etc new hand application (pre-marking of existing markings to be approved by the Engineer)                      | m <sup>2</sup> | 125000          |             |               |
| <b>B613.07.01</b>                       | <b>Reflective road marking waterborne paint Longitudinal lines (high pressure machine / vehicle only)</b>                                       |                |                 |             |               |
|   | White lines (broken or unbroken)  |                |                 |             |               |
| B613.07.01.01                           | 100mm wide  | m              | 50000           |             |               |
| B613.07.01.02                           | 150mm wide  | m              | 25000           |             |               |
| B613.07.01.03                           | 200mm wide  | m              | 2500            |             |               |
| B613.07.01.04                           | 300mm wide  | m              | 2500            |             |               |
|   | Yellow lines (broken or unbroken)   |                |                 |             |               |
| B613.07.01.05                           | 100mm wide (including RM4, RM5, RM7, RM9, RM13, RM16)   | m              | 62500           |             |               |
| B613.07.01.06                           | 150mm wide (including RM4, RM5, RM7, RM9, RM13, RM16)   | m              | 37500           |             |               |
|   | Red lines (broken or unbroken)  |                |                 |             |               |
| B613.07.01.07                           | 100mm wide  | m              | 2500            |             |               |
| B613.07.01.08                           | 150mm wide  | m              | 2500            |             |               |
| B613.07.01.09                           | 1000mm wide   | m              | 7500            |             |               |
| <b>AMOUNT CARRIED FORWARD</b>           |   |                |                 |             |               |

| ITEM                          | DESCRIPTION  | UNIT           | QUANTITY | RATE | AMOUNT |
|-------------------------------|--|----------------|----------|------|--------|
| <b>AMOUNT BROUGHT FORWARD</b> |  |                |          |      |        |
| <b>B613.07.02</b>             | <b>Reflective road marking waterborne paint transverse, symbol, and small markings (Handwork – high pressure equipment only)</b> |                |          |      |        |
| B613.07.02.01                 | White transverse lines   | m <sup>2</sup> | 2500     |      |        |
| B613.07.02.02                 | Yellow transverse lines  | m <sup>2</sup> | 250      |      |        |
| B613.07.02.03                 | White lettering and symbols  | m <sup>2</sup> | 250      |      |        |
| B613.07.02.04                 | Yellow lettering and symbols   | m <sup>2</sup> | 12500    |      |        |
| B613.07.02.05                 | Kerb face markings (white and black)   | m <sup>2</sup> | 12500    |      |        |
| B613.07.02.06                 | RM15 – Centre of traffic circle (yellow)   | m <sup>2</sup> | 5000     |      |        |
| B613.07.02.07                 | RM6 – parking bay number complete with arrow 500 x 1200 yellow and black (see SARTSM detail 2.83.5)                              | No             | 250      |      |        |
| B613.07.04.08                 | Custom designed parking bay numbers complete with background, any size and colour on concrete or any other surface               | m <sup>2</sup> | 250      |      |        |
| <b>AMOUNT CARRIED FORWARD</b> |  |                |          |      |        |

| ITEM                          | DESCRIPTION   | UNIT | QUANTIY | RATE | AMOUNT |
|-------------------------------|---|------|---------|------|--------|
| <b>AMOUNT BROUGHT FORWARD</b> |   |      |         |      |        |
| <b>B613.07.03</b>             | <b>1.2 mm Thick Thermoplastic Longitudinal lines (high pressure machine / vehicle application only)</b> |      |         |      |        |
|                               | White lines (broken or unbroken)  |      |         |      |        |
| B613.07.03.01                 | 100mm wide  | m    | 425000  |      |        |
| B613.07.03.02                 | 150mm `wide   | m    | 500000  |      |        |
| B613.07.03.03                 | 200mm wide  | m    | 75000   |      |        |
| B613.07.03.04                 | 300mm wide  | m    | 2500    |      |        |
|                               | Yellow lines (broken or unbroken)   |      |         |      |        |
| B613.07.03.05                 | 100mm wide (including RM4, RM5, RM7, RM9, RM13, RM16)   | m    | 200000  |      |        |
| B613.07.03.06                 | 150mm wide (including RM4, RM5, RM7, RM9, RM13, RM16)   | m    | 100000  |      |        |
| <b>AMOUNT CARRIED FORWARD</b> |   |      |         |      |        |

| ITEM                                    | DESCRIPTION   | UNIT           | QUANTIY | RATE | AMOUNT |
|---|---|----------------|---------|------|--------|
| <b>AMOUNT BROUGHT FORWARD</b>           |   |                |         |      |        |
| <b>B613.07.04</b>                       | <b>2 mm Thick Thermoplastic transverse, symbols, and small markings (high pressure machine / vehicle application only)</b>                                  |                |         |      |        |
| B13.07.04.01                            | White transverse lines  | m <sup>2</sup> | 7500    |      |        |
| B13.07.04.02                            | Yellow transverse lines   | m <sup>2</sup> | 1000    |      |        |
| B13.07.04.03                            | White lettering and symbols   | m <sup>2</sup> | 2500    |      |        |
| B13.07.04.04                            | Yellow lettering and symbols  | m <sup>2</sup> | 2500    |      |        |
| <b>B613.07.05</b>                       | <b>2 mm Thick MMA cold plastic transverse, symbols, and small markings (handwork)</b>   |                |         |      |        |
| B613.07.05.01                           | Any red markings  | m <sup>2</sup> | 2500    |      |        |
| B613.07.05.02                           | White transverse lines  | m <sup>2</sup> | 30000   |      |        |
| B613.07.05.03                           | Yellow transverse lines   | m <sup>2</sup> | 4000    |      |        |
| B613.07.05.04                           | White lettering and symbols   | m <sup>2</sup> | 60000   |      |        |
| B613.07.05.05                           | Yellow lettering and symbols  | m <sup>2</sup> | 10000   |      |        |
| <b>B613.07.06</b>                       | <b>Road marking related works</b>   |                |         |      |        |
| B613.07.06.01                           | Removal of road marking 2 mm thickness or less by means of sandblasting, waterblasting or any other approved method without damage to the road surface      | m <sup>2</sup> | 5000    |      |        |
| B613.07.06.02                           | Removal of road marking greater than 2 mm thickness by means of sandblasting, waterblasting or any other approved method without damage to the road surface | m <sup>2</sup> | 5000    |      |        |
| <b>AMOUNT CARRIED TO AREA B SUMMARY</b> |   |                |         |      |        |

| <b>AREA B: SUMMARY</b> |                                |                          |
|------------------------|--------------------------------|--------------------------|
| <b>SECTION</b>         | <b>DESCRIPTION</b>             | <b>AMOUNT (EXCL VAT)</b> |
| 001                    | GENERAL REQUIREMENTS & CHARGES |                          |
| B107                   | DAYWORKS                       |                          |
| 613                    | TRAFFIC MARKINGS               |                          |
|                        | <b>SUB TOTAL</b>               | R                        |
|                        | <b>VAT (15%)</b>               | R                        |
|                        | <b>TOTAL AMOUNT AREA B</b>     | R                        |

**N.B Total amount to be carried to Form of Offer and Acceptance found in Part C1**

## PART C3: SCOPE OF WORK

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## **C3.1 DESCRIPTION OF THE WORKS**

### **C3.1.1 Employer's Objectives**

The employer's objectives are to deliver road marking services.

### **C3.1.2 Overview of the Works**

The works will comprise the marking and re-painting of standard regulatory, warning and guidance markings within the City of Tshwane.

### **C3.1.3 Extent of the Works**

The marking and re-painting of standard regulatory, warning and guidance markings as detailed on drawings and in accordance with legislation and specification: The National Road Traffic Act 1996, (Act 93 of 1996), The National Road Traffic Regulations 2000, The Standard Specifications for Municipal Civil Engineering Works, Standard Construction Details and Design Standards for Roads and Stormwater Drainage Infrastructure (January 2014 or latest available), Construction Regulations 2014 or latest available, The Occupational health and Safety Act 1993 (Act 85 of 1993), Southern African Development Community Road Traffic Signs Manuals and South African Road Traffic Signs Manuals, and the South African Road Safety Manual.

- Re-painting of existing permanent road traffic markings as well as new markings on newly resurfaced roads with SANS approved waterborne road marking paint, hot melt thermoplastic or two component cold plastic (MMA).
- Pre-marking and application of new road traffic markings on new paving surfaces.
- Removal of existing road traffic markings no longer required by means of sand blasting, water blasting or any other approved method.
- Supply , fixing and removal of road studs

**N.B.** It is of importance to ensure that the materials used in the formulation of the design of road marking products is such that the product does not retain dirt easily after application as the daytime visibility of the road markings is also an important requirement. As cold plastic tends to retain more dirt than other road marking products, it is recommended that bigger beads be used in the design and spread out further apart while maintaining the minimum retro-reflectivity requirements.

### **C3.1.4 Location of Site**

- Various wards in Regions 1, 2 and 3
- Various wards in Regions 4, 5,6 and 7

The location of the regions is also shown in the locality plan at the end of this document

## **C3.2 ENGINEERING**

### **C3.2.1 SCOPE**

The tender provides for the marking of the road with lines, symbols and other surfaces with approved road marking and other materials and the supply and fixing of retro-reflective road studs as indicated on the drawings or required by the Engineer. All teams to be supervised by a competent well trained supervisor approved by the Engineer.

### **C3.2.2 DESIGN**

The employer is responsible for the design of the permanent works as reflected in these Contract Documents unless otherwise stated.

### **C3.2.3 EMPLOYER'S DESIGN**

- (a) The employer is responsible for the design of the permanent Works as reflected in these Contract Documents unless otherwise stated.
- (b) The contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.

#### Detail description of Works

The works entail the marking and/or re-marking of roads in accordance with the National Road Traffic Regulations, 2000, the South African Development Community Road Traffic Signs Manual and appropriate Chapter of the SA Road Traffic Signs Manual.

The works entail the establishment on site, accommodation of traffic, setting out of markings (when required by the Engineer), marking and re-marking of the roads and the clearing and de-establishment of the road marking works unit.

All markings will be in compliance with the general marking layouts contained in the SA Road Traffic Signs Manual or those drawings for typical road markings issued by the Employer from time to time.

Detailed drawings will only be issued by the Employer if special requirements arise.

### **C3.2.4 CONTRACTOR'S DESIGN**

Where the contractor is requested to supply the design of the works, he shall supply full working drawings supported by a professional (registered with ECSA).

### **C3.2.5 DRAWINGS, SPECIFICATIONS AND PAYMENT**

The drawings for the marking and re-marking of roads shall be as indicated in paragraph C3.2.2 above.

#### **(a) Required performance characteristics**

The following characteristics will be considered as indicative of the satisfactory performance of the road

marking:

i. Night-time visibility

Night-time retro-reflection shall be measured during day time with a portable retro-reflectometer in accordance with SANS 6261:2008

Permanent road markings shall comply with the relevant levels of performance during the functional performance as indicated in table 1(a) which is adjusted from the SADC RTSM Vol 1 Chapter 7.

Table 1(a) – Road Marking Performance Specifications

| FACTOR   | NEW MATERIALS  |        |       | USED MATERIALS |        |       |       |
|--|----------------|--------|-------|----------------|--------|-------|-------|
|  | WHITE          | YELLOW | RED   | WHITE          | YELLOW | RED   |       |
| Colour   | $\chi^{(1)}$   | 0,305  | 0,494 | 0,660          | 0,305  | 0,481 | 0,655 |
|  |                | 0,335  | 0,470 | 0,610          | 0,350  | 0,444 | 0,579 |
|  |                | 0,325  | 0,493 | 0,638          | 0,340  | 0,494 | 0,606 |
|  |                | 0,295  | 0,522 | 0,690          | 0,295  | 0,054 | 0,690 |
|  | $\gamma^{(1)}$ | 0,315  | 0,505 | 0,340          | 0,315  | 0,518 | 0,345 |
|  |                | 0,345  | 0,480 | 0,340          | 0,360  | 0,476 | 0,341 |
|  |                | 0,355  | 0,457 | 0,312          | 0,370  | 0,426 | 0,314 |
|  |                | 0,325  | 0,477 | 0,310          | 0,325  | 0,454 | 0,310 |
| Luminance Factor   | 0,6            | 0,4    | +0,08 | 0,45           | 0,3    | +0,06 |       |
| Coefficient of Retro-reflective<br>(minicandelas/m <sup>2</sup> /lx) | 250            | 135    | 30    | 100            | 70     | 20    |       |
| Skid Resistance BPN <sup>(2)</sup>                                   | 50             | 50     |       | 50             |        |       |       |

**NOTE:**

1. The co-ordinates given refer to the Chromaticity Chart in Figure 1.11 Volume 1 of the SADC RTSM. The co-ordinates measured for the colour should fall within the area defined by the co-ordinates given.
2. "BPN" stands for a value determined by the British Portable Pendulum Number measurement method applicable to all colours of markings.
3. Initial retro-reflectivity tests shall be performed within 14 days of road marking application to qualify for acceptance. (The Contractor shall notify the Employer in writing of any abnormal building or construction activities or circumstances on the roads prior to testing which may have a negative result in the night-time retro-reflectivity test). The contractor shall provide an approved retro-reflectometer for the measuring of retro-reflectivity free of charge to the employer for the duration of the contract

period. Should there be any dispute regarding the type of retro-reflectometer used, a Delta LTL-X retro-reflectometer shall be used to provide the final measurements.

4. Retro-reflectivity tests shall also be performed six months after road marking application on the “cleaner type road surface” as agreed with the Engineer and shall meet the minimum requirements as follows:

White road markings  $\geq 150 \text{ mcd/m}^2/\text{lx}$

Yellow road markings  $\geq 90 \text{ mcd/m}^2/\text{lx}$

Should the road markings not meet this requirement after six months then the road must be repainted at the expense of the contractor. Proper surface preparation must be done to the satisfaction of the Engineer e.g. if the road markings are too thick or if the road markings are breaking off then sand blasting or water blasting may be required before the road marking application. The cost of this preparation work shall be for the account of the contractor and will not be paid for by the Employer.

No new work orders will be issued to the contractor before the road markings are repainted and approved according to the requirements in Table 1(a) above.

N.B. A “cleaner type of road surface” is a road where sand does not get onto the road which adversely affects the road markings.

#### **(b) Payment Schedule**

Payment shall be on condition all road marking complies with the minimum required performance requirements as tabled in table 1(a). No payment shall be made for any road markings per completed work order of a road section without detailed sketches, measurement sheets, quantities, digital photographs (as well as hard copy).

The Contractor’s quality manager must inspect and approve all road markings within 2 days after the completion of the work order and report (via sketches/measurement sheets and photos) any non-compliant defects or any poor workmanship to the employers officials and to arrange for immediate remedial measures.

The work order shall be signed by the quality manager within 14 days of completion of the work and submitted with the sketches, measurement sheets 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. The contents of the training course shall be the Road traffic Act 1996, (Act 93 of 1996) and Regulations 2000, the SADC Road Traffic Signs Manual Volume 1 Chapter 7, Volume 4 Chapter 12, the South African Road Traffic Signs Manual Volume 2: Part 2, Part 3 Part 13, Part 18 and the standard specifications for municipal civil engineering works. The manager shall at all times be in possession of all the above mentioned documentation. No work shall commence prior to the successful completion of the course by the Quality Manager and certificate of acknowledgement.

In addition all temporary and permanent road markings conducted shall be under the permanent supervision of a competent person with a minimum qualification of a National Certificate (NQF level 5) and in possession of a valid driver's licence appointed by the contractor and who passed a practical and theoretical test set up by the Engineer on the latest revision of the South African road traffic signs manual. The test date and approval of site supervisors shall be completed before the start of any road marking works. The Contractor shall execute the quality control of the markings in accordance with a

quality control plan approved by the Employer once appointment is made.

**The retro-reflectivity aspect of the contractor's quality control plan shall be based on a minimum level of assessment as follows:**

Road marking line types are to be tested in terms of six groups as follows:

1. White longitudinal line markings
2. Yellow longitudinal line markings
3. Red longitudinal line markings
4. White "transverse" markings (symbols, arrows, lettering, chevrons and regulatory transverse markings)
5. Yellow "transverse" markings (symbols, arrows, lettering, chevrons and regulatory transverse markings)
6. Red "transverse" markings (arrestor bed marking)

Minimum number of tests

- (a) The minimum number of tests for roads lengths of 500 m or less is five tests (readings) per group.
- (b) The minimum number of tests for roads lengths of 501 m to 1000 m is 10 tests (readings) per group.
- (c) The minimum number of tests for roads lengths of every rounded kilometre thereafter includes (b) and 10 tests (readings) per group.

Additional requirements:

- The tests are to be as much as reasonably possible divided equally amongst the various line types within the group.
- The tests should be as much as reasonably possible spread evenly along the length of the road.
- Should any group test results fail an additional set of tests as above must be conducted within that group to confirm results.

The Contractor shall provide the Engineer with the results of the Contractor's process quality control during the marking process. The cost of such process quality control shall be borne by the Contractor. The Contractor shall provide the minimum level of testing assessment as described above per payment certificate to qualify for payment

The Engineer may require additional control testing to be done on the road markings by departmental personnel and/or by an accredited organization. In the latter case the Contractor shall arrange and pay for the necessary tests. Should these tests indicate that the work is in compliance with the specifications, the costs of such tests shall be reimbursed to the Contractor. Should these tests indicate the works to be unacceptable, the Contractor shall execute such remedial works as specified in the Contract or shall be subject to such penalizing measures as specified in the Contract. The cost of tests on rejected works shall be for the account of the Contractor.

Should it be clear that the road markings would not meet the required level of performance at any of the inspection dates, the Contractor may use his discretion to apply appropriate remedial actions to

rectify the shortcomings after getting approval from the Engineer for work within the road reserve, approval which would not be unreasonably withheld.

### **C3.2.6 ENVIRONMENTAL REQUIREMENTS**

The Contractor shall take every precaution to avoid damage to grass and shrubs within the road reserve. Any damage on the road reserve or paint on adjacent property shall be cleaned before the site are certified in order by the Quality Manager. A penalty of R 5 000 per occurrence shall be imposed upon the contractor.

### **C3.2.7 SOCIO ECONOMIC PLAN**

The tenderer shall provide an economic plan which will include the job creation plan (i.e. skills required and the number for each skill in road markings related works). The job creation plan where applicable should include interns. A minimum of 100 work opportunities for City of Tshwane residents must be created during the implementation of this tender.

The tenderer shall provide details of all training to be provided, through on-site, accredited training and formal training for employees at all levels to ensure they enhance their competence, and able to provide the required operation and maintenance skills across the various process streams. This shall also include SHEQ training. The tenderer shall also detail the capacity building and skills transfer initiatives to be implemented in a seamless and sustainable manner. No separate payment will be made for any training as the cost of any training shall be deemed to be included in the tendered rates.

### **C3.3 PROCUREMENT**

#### **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).
- Setting out and pre-marking of lines and other markings.

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. The contractor shall make use of at least 50% of the local labour for maintenance of road markings.

#### **C3.3.2 COMPLY WITH PROVISIONS**

The contractor should take necessary steps to ensure that the targeted labour content is met.

## **C3.4 CONSTRUCTION**

### **C3.4.1 WORKS SPECIFICATIONS**

The applicable “Standard Specifications” shall be the General Conditions of Contract 2015, Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005, Standard Construction Details and Design Standards for Roads and Stormwater Drainage Infrastructure (January 2014 or latest available) issued by the Executive Director: Transport Infrastructure Design, Construction and Maintenance Division of the City of Tshwane Metropolitan Municipality, read together with the Particular Specifications.

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 Construction Details and Design Standards for Roads and Stormwater Drainage Infrastructure (latest available) can be obtained from Tshwane Technical Information office at Capitol Towers North, A Block on the second floor.

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

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

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

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

### **C3.4.2 ROAD MARKING MATERIALS**

SABS standards are applicable to road markings specifically. These standards are listed in the South African Road Traffic Signs Manual Volume 2 Chapter 18 Item 18.1.4 as well as the Tshwane Metropolitan Municipality Standard Specification for Civil Engineering Works and the Standard Drawings.

### **C3.4.3 ROAD MARKING EQUIPMENT**

A self-propelled or truck mounted automated thermoplastic road marking machine including a glass bead pressure tank capable of painting longitudinal lines within the specifications. The machine shall be so designed that it will be capable of painting the traffic markings to a uniform width within the tolerances specified, without the paint running or splashing. The road marking machine must be made available for inspection by City of Tshwane once the contractor is appointed. No work orders will be issued if the contractor fails to meet this obligation.

#### **C3.4.4 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 to an employee employed for only one day.

##### **1.2 Normal working 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 follows:

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.

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

##### **1.3 Minimum wages**

The minimum wages shall be in accordance with SAFCEC. For a full day's work the hourly rate shall be multiplied by 9. Normal 5-day week hours of work shall be 45 hours and the wage calculated according to the applicable hourly rate.

Overtime pay shall be 1.5 times the ordinary wage.

An employee shall be paid fortnightly.

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

## **2.4 Meal Breaks**

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

## **2.5 Special Conditions for Security Guards**

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

## **2.6 Daily Rest Period**

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

## **2.7 Weekly Rest Period**

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

## **2.8 Work on Sundays and Public Holidays**

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

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

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

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

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

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

## **2.9 Sick Leave**

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

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

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

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

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

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

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

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

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

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

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

## **2.10 Maternity Leave**

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

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

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

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

2.10.5 A worker may begin maternity leave:

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

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

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

## **2.11 Family Responsibility Leave**

2.11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility

leave each year in the following circumstances –

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

## **2.12 Statement of Conditions**

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

- (a) the employer's name and address and the name of the 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, and
- (g) Any other information agreed on by the employer and worker.

## **2.20 Requirements for the Sourcing and Engagement of Labour**

2.20.1 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.

2.20.2 The guideline pay rate set for the SPWP per task or per day is as determined by Basic Conditions of Employment Act (75/1997): Sectoral Determination 2: Civil Engineering Sector, South Africa.

2.20.3 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.

2.20.4 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.

2.20.5 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.

2.20.6 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.

## **2.21 Specific Provisions Pertaining to SANS 1914-5**

### 2.21.1 Definitions

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

### 2.21.2 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.

### 2.21.3 Terms and conditions for the engagement of targeted labour

Written contracts shall be entered into with targeted labour.

## **2.22 Variations to SANS 1914-5**

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

## **2.23 Training of Targeted Labour**

2.23.1 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.

2.23.2 The cost of the formal training of targeted labour, shall be measured and paid for in the schedule of quantities of this contract document.

2.23.3 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.

2.23.4 An allowance equal to 100 % of the task rate or daily rate shall be paid by the contractor to workers who

attend formal training.

2.23.5 Proof of compliance with the requirements of 2.23.1 to 2.23.2 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

### **3. COMMUNITY LIAISON OFFICER**

3.1 The Community Liaison Officers be nominated by the Ward Councillors, in conjunction with their Ward Committees, and that Ward Councillors, in conjunction with their Ward Committees, be consulted before Community Liaison Officers are appointed.

3.2 The Contractor will be required to enter a written contract with the CLO that specifies:

- The hours of work and wage of the CLO:

Wage per month = CTMM's minimum Task T5 – level (Prior to deductions) monthly notch

- The duration of the appointment.
- The duties to be undertaken by the CLO which could include:
  - Assisting in all respects relating to the recruitment of local labour.
  - Acting as a source of information for the community and councillors on issues related to the contract.
  - Keeping the Contractor advised on community issues and issues pertaining to local security.
  - Assisting in setting up any meetings or negotiations with affected parties.
  - Keeping a written record of any labour or community issue that may arise.
  - Any other duties that may be required by the Contractor.

3.3 Responsibility for the identification of a pool of suitable labour shall rest with the CLO, although the Contractor shall have the right to choose from that pool. The Contractor shall have the right to determine the total number of labourers required at any one time and this may vary during the contract.

3.4 The Contractor shall have the right to replace labour that is not performing adequately. Should such occasion arise, it must be done in conjunction with the CLO.

3.5 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.

3.6 The Departments shall inform the Office of the Speaker, through the Office of the Acting divisional Head: Ward Administration and Communication Mobilisation, Mr Russel Sambu (012 358 4020 / [RusselS@tshwane.gov.za](mailto:RusselS@tshwane.gov.za)), of all projects commencing that will require appointment of Community Liaison Officers (CLO).

3.7 Only one CLO shall be appointed per Ward and the CLO shall be remunerated on Pro-rata based on the number of days worked.

3.8 Should a need arise for the appointment of more than one CLO, this will be permitted provided that the total monthly sum paid to all CLO's shall not exceed the amount allowed for in paragraph 5.3.

3.9 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.

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

3.11 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.

### **C3.4.5 SITE ESTABLISHMENT**

#### **1. CONTRACTOR'S CAMP SITE**

The contractor shall provide a suitable site for his camp and for accommodating the work force at his own expense. 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 and shall make the necessary payments to CoT if connecting to CoT supply.

#### **3. POWER SUPPLY**

The Contractor shall make his own arrangements.

#### **4. ABLUTION FACILITIES**

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

#### **5. CELLULAR TELEPHONE / MOBILE DEVICE**

It is a requirement of the contract that the contractor shall equip his construction manager 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 the tendered rates.

## **C3.5 MANAGEMENT**

### **1. CONSTRUCTION PROGRAMME**

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

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

- A work breakdown structure, identifying the major activity groups.
- For each activity group further details shall be provided with regard to the scheduled start and end dates of individual activities.
- The linkages between activities shall be clearly indicated and the logical network upon which the programme is based shall be separately submitted to the engineer if requested. Any constraints shall be classified as being time-related or resource-related.
- The critical path(s) shall be clearly indicated and floats on non-critical activities shall be shown.
- The Contractor shall indicate the working hours per day, night, week and month allowed for in the programme.
- Where relevant the Contractor shall state the production rates for key activities.

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

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

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

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

## **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 including requirements of the South African Road Traffic Signs Manual for the accommodating the traffic during construction:

The cost of all temporary signs shall be included in the tendered rates.

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 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. Sufficient signage according to the South African Road Traffic Signs Manual, Volume 2, and Chapter 13 shall be provided, erected and relocated as necessary by the contractor to reroute traffic onto the deviations.

### **Special requirements for accommodation of traffic**

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

- (a) Site personnel

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

(b) Failure to comply with provisions

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the traveling public, accommodation of traffic, plant and personnel in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

A fixed penalty of R5 000,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of the South African Road Traffic Signs Manual with respect to the accommodation of traffic.

(c) Road signs, barricades and flags.

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

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

Road signs shall be fitted with a class 1 retro-reflective sheeting and comply in all respects with RTSM. Damaged signs shall not be permitted.

All flags shall be red and comply with the provisions of the regulations and RTSM. Flagmen shall be properly trained.

(d) Channelization devices and barricades

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

Delineators shall:

- i. comply with the manufacturing and reflective requirements of the SARTSM and the blades shall be reversible with dimensions as indicated on the drawings;
- ii. Have smooth and round edges and be mounted on a post and base. All components shall be of durable plastic material;
- iii. have the lower edge of the reflective part of the delineator mounted not lower than 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 m<sup>2</sup> and ballasted by sandbags with sand;
- v. Together with its mounting be designed such that it will collapse in a safe manner under traffic impact.
- vi. Traffic cones manufactured in a fluorescent red-orange or red plastic material may be used only at short term lane deviations during daylight. Cones shall not be used on their own, but shall be interspersed with delineators at a ratio not exceeding 3:1. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night time shall be demarcated by delineators only.

(e) Warning devices

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

i. Vehicle mounted flashing lights

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

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

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

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

ii. Sign mounted flashing lights

As and when requested by the engineer, 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.

(f) Other traffic control measures ordered by the engineer

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

(g) Flagmen

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

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

Flagmen shall have in their possession, 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 travelling public, flagmen shall stand-alone.

(h) Work at night (additional requirements)

As an addition to the requirements described in this document and the SARTSM, all night time work shall include the use of hydraulically operated Truck Mounted Attenuator(s) (TMA), compliant with US specification NCHRP350, for impact protection of the work area, which conforms to the specification of the Engineer. The supply and installation of the TMA on a suitable vehicle supplied by the contractor, shall be a rigid heavy vehicle of 7-ton gross vehicle mass with high visibility signage as specified. The main use of the TMA will be to follow the longitudinal line machine to ensure visibility to the road user. All other types of works undertaken at night e.g. hand type work shall be done under full traffic accommodation as per the SARTSM, Volume 2, Chapter 13. Delineators instead of cones must be used at night. The rates for the use of the impact attenuator truck, other plant, equipment, materials and labour for night time works shall be included in the tendered rates and no additional payment will be made.

**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.

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**

Add the following:

All cost related to general requirements and charges shall be borne by the contractor, and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Bill of Quantities. No separate payments will be made by the employer to the contractor of any items listed under Series 001 omitting the following:

- Provision of Health and Safety Plan
- Provision of an updated Health and Safety File
- Provision of a Safety Officer
- Provision of Personal Protective Clothing and Equipment
- Community Liaison Officer

### Construction program

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

### Painting requirements

- (a) Traffic cones, signs and barricades shall not be removed unless all road marking material dried completely (no pick-up) for normal traffic to cross over.
- (b) Thermoplastic paint shall not be applied on a road surface, with a surface temperature less than 10 degrees Celsius.

### Daily records

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

The "Quality Manager" shall inspect all work orders within two days of completion of the work orders in order to certify and sign the work order or to identify defects and faulty workmanship which are to be reported immediately for urgent remedial measures.

No payment shall be made without work orders, signed by the quality manager, sketch plans (resurfacing) and digital photographs as instructed or requested by the Employer.

**SECTION 001: GENERAL REQUIREMENTS AND CHARGES**

**B31: MEASUREMENT AND PAYMENT**

| ITEM       | DESCRIPTION   | UNIT     |
|------------|---|----------|
| B001.04    | Compliance with the Occupational Health and Safety Act and applicable regulations |          |
| B001.04.01 | Provision of a Health and Safety plan   |          |
|            | Change pay item 001.04. 01 to read as follow                                      | lump sum |

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

Eighty per cent (80%) of the amount will be paid when a health and safety plan has been received and approved by the client. The remaining 20% will be payable when the completion certificate has been issued.

| ITEM       | DESCRIPTION                                 | UNIT  |
|------------|---|-------|
| B001.04.02 | Provision of a Health and Safety file       |       |
|            | Change pay item 001.04.02 to read as follow | month |

The rate 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, and if the contractor have not performed any work for a particular month then pay item 001.04.02 shall not be payable to the contractor.

|            |   |       |
|------------|---|-------|
| B001.04.04 | Provision of a Safety Officer.              |       |
|            | Change pay item 001.04 04 to read as follow | month |

The rate tendered shall include full compensation for the provision of a competent and

experienced safety officer, part-time or full-time as the case may be, for the duration of the construction work, and if the contractor have not performed any work for a particular month then pay item 001.04.04 shall not be payable to the contractor.

**B001.04.06 Provision of Personal Protective Clothing and Equipment**

Change pay item 001.04 06 to read as follow 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, sub-contractors or visitors on site.

Sixty per cent (60%) of the amount will be paid when the contractor's personnel and sub-contractors, where relevant, have received personal protective clothing and equipment at the initial of a contract. A further 20% will be paid at the end of year two of a contract, and the remaining 20% will be payable when a completion certificate is issued.

**001.05 Community Liaison Officer**

Replace pay item 001.05 with the following

| Item       | Description               | Unit  |
|------------|---------------------------|-------|
| B001.05    | Community Liaison Officer |       |
| B001.05.01 | Monthly wage              | month |

The sums tendered shall include full compensation for the appointment of the Community Liaison Officer for the duration of the construction works per project allocated to the contractor.

Payments shall be made in monthly instalments, upon proof of payment to the Community Liaison Officer and the tendered rate shall be of the City of Tshwane Metropolitan Municipality T5 Level minimum monthly notch. A handling fee of 10% of the community liaison officer's rate shall be paid to the service provider.

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.

Add the following

**B001.06 Penalties**

Non-performance penalties will apply in an event where a contractor fails to completed the work order on time that was allocated and confirmed with a purchased order, including faulty workmanship, environmental damages, none compliance of traffic accommodation on site, invoice and report submissions as specified below.

**WORK ORDER (A work order comprises of either a single road or a group of roads)**

| <b>NON PERFORMANCE PENALTIES</b>                      |                                |   |
|---|--------------------------------|---|
| TYPE OF WORK  | MAXIMUM DURATION TO COMPLETION | NON PERFORMANCE PENALTY APPLICABLE PER CALENDAR DAY |
| 1. Maintenance Work                                   | 14 days                        | R1000   |
| 2. Resurfacing – “A” (RTM and RM8 line types)         | 24 hours                       | R2000   |
| 3. Resurfacing – “B” (All other line types excl. “A”) | 14 days                        | R1000   |
| 4. Special Work                                       | 14 days                        | R2000   |
| 5. Critical work                                      | 48 hours                       | R2000   |

**FAULTY WORKMANSHIP OR QUALITY CONTROL**

| <b>NON PERFORMANCE PENALTIES</b> |                    |   |
|----------------------------------|--------------------|---|
| TYPE OF WORK ORDER               | DESCRIPTION        | NON PERFORMANCE PENALTY APPLICABLE PER OCCURRENCE |
| All work orders                  | Line type per link | R5000   |

**ENVIRONMENT**

| <b>NON PERFORMANCE PENALTIES</b> |   |   |
|----------------------------------|---|---|
| TYPY OF WORK ORDER               | DESCRIPTION   | NON PERFORMANCE PENALTY APPLICABLE PER OCCURRENCE |
| All work orders                  | Damage to grass, shrubs, side walks and adjacent property | R5000   |

**TRAFFIC ACCOMMODATION**

| <b>NON PERFORMANCE PENALTIES</b> |   |   |
|----------------------------------|---|---|
| TYPE OF WORK ORDER               | DESCRIPTION   | NON PERFORMANCE PENALTY APPLICABLE PER OCCURRENCE       |
| All work orders                  | Accommodation not as per chapter 13, Vol 2 of SARTSM                    | R5000, and all work to stop immediately until rectified |
| All work orders                  | Site staff not wearing suitable protective or retro-reflective clothing | R2000 per occurrence                                    |
| All work orders                  | Attenuator mounted 7 ton truck not in use for night time work           | R5000, and all work to stop immediately until rectified |

**INVOICE AND REPORT SUBMISSIONS (excluding on-site corrections)**

| <b>NON PERFORMANCE PENALTIES</b>   |   |  |
|--|---|--|
| <b>TYPE OF WORK ORDER</b>  | <b>DUE DATE</b>   | <b>NON PERFORMANCE PENALTY APPLICABLE PER CALENDER DAY</b> |
| All work orders  | All work completed must be invoiced within the same month (invoice to be submitted by the 25 <sup>th</sup> of each month) | R1000  |
| All work orders  | Any corrections on invoice to be rectified and re-submitted within 5 days   | R1000  |
| All work orders and reports, including EPWP, safety files and monthly progress reports | To be submitted by the 25 <sup>th</sup> of each month   | R1000  |

The penalties per non-conforming in terms of the Construction Regulations, 2014 of the Occupational Health and Safety Act will apply. For the purpose of this clause, every failure to conform to the Occupational Health and Safety Act must be regarded as a separate breach.

Listed non-conformance is:

Serious violations:

- Hazardous chemical/oil spill and/or dumping in non-approved sites.
- Damage to cultural and historical sites.
- Unauthorised blasting activities.
- Transportation of workers in an unsecure vehicle (transporting tools, equipment and material)
- Traffic accommodation. (For the purpose of this clause, every failure to conform to the South African Road Traffic Act 93 Of 1996 and Road Traffic Regulations of 2000 must be regarded as a separate breach.)
  - Insufficient Road signs.
  - Unavailability of flag personnel.
  - Improper road signs layout.
- No OHS Officer appointed by the contractor.
- Failure to correct OHS file notices within 7 days.

The engineer's decision with regard to what is considered as a violation, its seriousness and the penalty imposed shall be final.

Less serious violations:

- Littering on site.
- Lighting of illegal fires on site.
- Persistent or un-repaired fuel and oil leaks.
- Dumping of material inside drains.
- Possession or use of intoxicating substances on site.

- Any vehicles being driven in excess of designated speed limits.
- Urination and defecation anywhere except in designated areas.

PPE (Personal Protective Equipment):

- Failure to issue PPE to Employees.
- Non usage of PPE issued.

Unsafe Acts:

All unsafe/ practices on site e.g.

- Boarding on/off moving vehicle or plant.
- Talking with a cell phone while operating a plant.
- Smoking near hazardous chemicals

A penalty will be applied in accordance with the Specifications and Project Specifications. Penalty or penalties payment will be deducted from the payment certificate, in a case where a contractor have incurred a non-performance penalty from the Employer's Agent.

**SERIES 1:           ANCILLARY WORK**

**SECTION B102:   TRAFFIC ACCOMMODATION**

Replace section 102 with the following

**SECTION B102:   TRAFFIC ACCOMMODATION**

**CONTENTS**

|    |         |
|----|---------|
| 01 | SCOPE   |
| 02 | GENERAL |

**01                   SCOPE**

This section covers the construction and maintenance of the necessary detours and bypasses, barricades and signs, and everything necessary for the safe and easy passage of all vehicular and pedestrian traffic during the maintenance, construction and defects liability periods. It also covers the obliteration of bypasses as they become redundant and the reinstatement of existing roads and streets that were used as bypasses or detours.

**02                   GENERAL**

During the maintenance, construction and defects liability periods the Contractor shall be responsible for the safe and easy passage of vehicular and pedestrian traffic past or alongside the Works.

During all his operations and when using his machinery, plant and equipment, the Contractor

shall at all times take the necessary care to protect the public and to facilitate the traffic flow.

Wherever the Contractor's activities on Site affect or have the potential to affect the normal flow or safety of traffic during the maintenance, construction and defects liability periods, he shall be responsible for all aspects of traffic control, including flagmen, warning devices, signs, channelization devices, layout of detours and bypasses, sign sequences and layouts, and all the requirements of the Employer's Agent.

The dimensions and other properties of all signs and devices and the sign and device sequences, layouts and spacings shall be in accordance with the provisions of the National Road Traffic Act, (Act 93 of 1996) and its Regulations. In cases not covered by the Act, the signs, speed limits, devices, sequences, layouts and spacings shall comply with the requirements of The Southern African Development Community Road Traffic Signs Manual volume 2, chapter 13.

A full compensation for all aspects of traffic accommodation for maintenance of road markings shall be included in the tendered rates, and no separate payment shall be made for traffic accommodation.

Add the following section

**SECTION B107: DAYWORKS**

**CONTENTS**

|    |                         |
|----|-------------------------|
| 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**

| ITEM       | DESCRIPTION                                     | UNIT       |
|------------|---|------------|
| B107.01    | Labour during normal working hours              |            |
| B107.01.01 | Unskilled labour                                | hour       |
| B107.01.02 | Semi skilled labour                             | hour       |
| B107.01.03 | Skilled labour                                  | hour       |
| B107.02    | Extra-over item B107.01 for charges and profits |            |
| B107.02.01 | Unskilled labour                                | percentage |
| B107.02.02 | Semi-skilled labour                             | percentage |
| B107.02.03 | Skilled labour                                  | percentage |
| B107.03    | Construction Transport                          |            |
| B107.03.01 | Light vehicle or LDV up to 1 ton                | hour       |
| B107.03.02 | Truck up to 2 ton                               | hour       |
| B107.03.03 | Truck up to 4 ton                               | hour       |

**Personnel during normal working hours**

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

The unit rate for item B107.02 shall be the percentage extra over for the labourer. This percentage rate shall also be deemed to allow for the use of small tools, supervision, insurances, overhead expenses, transport of workmen, housing and feeding (if the liability of the contractor), profit and any other expenses in connection

with workmen employed on Dayworks and shall also include for everything else covered under the allowance as stated in Clause 6.5 of the Conditions of Contract.

**Construction transport**

The unit rate for item B107.03 shall be hour for transport used for the purpose of dayworks only. The tendered rate for item B107.03 shall include full compensation for the cost of the vehicle including fuel, maintenance, and running costs and all costs related transporting of labourers, tools and materials.

**SERIES 6: ROADS AND PARKING AREA**

**SECTION 613: TRAFFIC MARKINGS**

B14 MEASUREMENT AND PAYMENT

|      |             |      |
|------|-------------|------|
| ITEM | DESCRIPTION | UNIT |
|------|-------------|------|

|        |            |  |
|--------|------------|--|
| 613.05 | Road studs |  |
|--------|------------|--|

Replace pay item 613.05 with the following

| Item        | Description   | Unit        |
|-------------|---|-------------|
| B613.05     | Road studs (Supply and install)   |             |
| B613.05.01. | IS EN Part 1 and 2 approved double sided which has dual partition micro prismatic lenses                | no (number) |
| B613.05.02  | IS EN Part 1 and 2 approved double sided which has dual partition micro prismatic lenses (with a shank) | no (number) |

The unit of measurement for road studs shall be the actual number of approved road studs placed.

The tendered rate shall include full compensation for procuring and furnishing all the necessary material, labour and equipment, and for fixing and maintaining as specified.

|        |  |  |
|--------|--|--|
| 613.06 | Setting out and the pre-marking of lines (excluding traffic island markings) |  |
|--------|--|--|

Replace pay item 613.06 with the following

| Item | Description | Unit |
|------|-------------|------|
|------|-------------|------|

|            |   |           |
|------------|---|-----------|
| B613.06    | Setting out and pre-marking of lines  |           |
| B613.06.01 | Pre-marking for machine application new lines,<br>Colour to match marking colour (pre-marking of<br>Existing markings to be approved by the Engineer) | m (metre) |

The unit of measurement for setting out lines shall be the metre of lines set out and marked. Where two or three lines are to be made next to each other, the setting-out of the lines shall be measured only once.

The tendered rate shall include full compensation for setting out and pre-marking the lines as specified, including all materials.

| Item       | Description  | Unit                          |
|------------|--|-------------------------------|
| B613.06.02 | Pre-marking for symbols, words, etc<br>new hand application (pre-marking of existing<br>markings to be approved by the Engineer) | m <sup>2</sup> (square metre) |

The unit of measurement for the pre-marking of handwork including symbols, lettering, transverse lines, painted islands and arrestor beds shall be the square metre of traffic markings set out and marked.

The tendered rate shall include full compensation for setting out and pre-marking the lines as specified, including all materials.

Add the following pay items

| Item       | Description   | Unit |
|------------|---|------|
| B613.07.01 | Reflective road marking waterborne paint longitudinal lines<br>(high pressure machine / vehicle only) |      |

White lines (broken or unbroken)

|               |            |           |
|---------------|------------|-----------|
| B613.07.01.01 | 100mm wide | m (metre) |
| B613.07.01.02 | 150mm wide | m (metre) |
| B613.07.01.03 | 200mm wide | m (metre) |
| B613.07.01.04 | 300mm wide | m (metre) |

Yellow lines (broken or unbroken)

|               |  |           |
|---------------|--|-----------|
| B613.07.01.05 | 100mm wide (including RM4, RM5, RM7,<br>RM9, RM13, RM16) | m (metre) |
| B613.07.01.06 | 150mm wide (including RM4, RM5, RM7,<br>RM9, RM13, RM16) | m (metre) |

Red lines (broken or unbroken)

|               |             |           |
|---------------|-------------|-----------|
| B613.07.01.07 | 100mm wide  | m (metre) |
| B613.07.01.08 | 150mm wide  | m (metre) |
| B613.07.01.09 | 1000mm wide | m (metre) |

The unit of measurement for the painting of longitudinal lines shall be the metre of each specified width of line, and the quantity paid for shall be the actual length of line painted in accordance with the instructions of the Employer’s Agent, excluding the length of gaps in broken lines.

The tendered rate per metre for the painting of traffic markings shall include full compensation for procuring and furnishing all materials, including the retro-reflective beads, for the necessary equipment, for painting, protecting and maintenance as specified.

| Item          | Description   | Unit                          |
|---------------|---|-------------------------------|
| B613.07.02    | Reflective road marking waterborne paint transverse, symbol, and small markings (handwork high-pressure equipment only) |                               |
| B613.07.02.01 | White transverse lines  | m <sup>2</sup> (square metre) |
| B613.07.02.02 | Yellow transverse lines   | m <sup>2</sup> (square metre) |
| B613.07.02.03 | White lettering and symbols   | m <sup>2</sup> (square metre) |
| B613.07.02.04 | Yellow lettering and symbols  | m <sup>2</sup> (square metre) |
| B613.07.02.05 | Kerb face markings (white and black)  | m <sup>2</sup> (square metre) |
| B613.07.02.06 | RM15 – Centre of traffic circle (yellow)  | m <sup>2</sup> (square metre) |
| B613.07.02.07 | RM6 – parking bay number complete with arrow<br>500 x 1200 yellow and black<br>(see SARTSM detail 2.83.5)               | no (number)                   |
| B613.07.02.08 | Painting on concrete surfaces or<br>Any other surfaces with background, any size<br>and colour Road marking             | m <sup>2</sup> (square metre) |

The unit of measurement for lettering, symbols or traffic-island markings shall be the square metre, and the quantity to be paid for shall be the actual surface area of lettering, symbols or traffic-island markings painted, transverse lines markings painted.

The tendered rate per square metre or number, as the case may be, for the painting of traffic markings shall include full compensation for procuring and furnishing all materials (including primers), including the retro-reflective beads, for the necessary equipment, for painting, protecting and maintenance as specified.

|            |  |  |
|------------|--|--|
| B613.07.03 | 1.2mm thick thermoplastic longitudinal lines<br>(high pressure machine / vehicle application only) |  |
|------------|--|--|

White lines (broken or unbroken)

|               |            |           |
|---------------|------------|-----------|
| B613.07.03.01 | 100mm wide | m (metre) |
| B613.07.03.02 | 150mm wide | m (metre) |
| B613.07.03.03 | 200mm wide | m (metre) |
| B613.07.03.04 | 300mm wide | m (metre) |

Yellow lines (broken or unbroken)

|               |   |           |
|---------------|---|-----------|
| B613.07.03.05 | 100mm wide (including RM4, RM5, RM7, RM9, RM13, RM16) | m (metre) |
| B613.07.03.06 | 150mm wide (including RM4, RM5, RM7, RM9, RM13, RM16) | m (metre) |

The unit of measurement for the painting of longitudinal lines shall be the metre of each specified width of line, and the quantity paid for shall be the actual length of line painted in accordance with the instructions of the Employer’s Agent, excluding the length of gaps in broken lines.

The tendered rate per metre for the painting of traffic markings shall include full compensation for procuring and furnishing all materials, including the retro-reflective beads, for the necessary equipment, for painting, protecting and maintenance as specified.

| Item          | Description  | Unit                          |
|---------------|--|-------------------------------|
| B613.07.04    | 2mm thick thermoplastic transverse, symbols, and small markings (high pressure machine / vehicle application only) |                               |
| B613.07.04.01 | White transverse lines   | m <sup>2</sup> (square metre) |
| B613.07.04.02 | Yellow transverse lines  | m <sup>2</sup> (square metre) |
| B613.07.04.03 | White lettering and symbols  | m <sup>2</sup> (square metre) |
| B613.07.04.04 | Yellow lettering and symbols   | m <sup>2</sup> (square metre) |

The unit of measurement for lettering, symbols or traffic-island markings shall be the square metre, and the quantity to be paid for shall be the actual surface area of lettering, symbols or traffic-island markings painted, transverse lines markings painted.

The tendered rate per square metre for the painting of traffic markings shall include full compensation for procuring and furnishing all materials, including the retro-reflective beads, for the necessary equipment, for painting, protecting and maintenance as specified.

|               |   |                               |
|---------------|---|-------------------------------|
| B613.07.05    | 2mm thick MMA cold plastic transverse, symbols and small marking (handwork) |                               |
| B613.07.05.01 | Any red markings  | m <sup>2</sup> (square metre) |
| B613.07.05.02 | White transverse lines  | m <sup>2</sup> (square metre) |
| B613.07.05.03 | Yellow transverse lines   | m <sup>2</sup> (square metre) |
| B613.07.05.04 | White lettering and symbols   | m <sup>2</sup> (square metre) |
| B613.07.05.05 | Yellow lettering and symbols  | m <sup>2</sup> (square metre) |

The unit of measurement for lettering, symbols or traffic-island markings shall be the square metre, and the quantity to be paid for shall be the actual surface area of lettering, symbols or traffic-island markings painted, transverse lines markings painted.

The tendered rate per square metre for the painting of traffic markings shall include full compensation for procuring and furnishing all materials, including the retro-reflective beads, for the necessary equipment, for painting, protecting and maintenance as specified.

| Item          | Description   | Unit                          |
|---------------|---|-------------------------------|
| B613.07.06    | Road marking related works  |                               |
| B613.07.06.01 | Removal of road marking 2 mm thickness or less by means of sandblasting, water-blasting or any other approved method      | m <sup>2</sup> (square metre) |
| B613.07.06.02 | Removal of road marking greater than 2 mm thickness by means of sandblasting, water-blasting or any other approved method | m <sup>2</sup> (square metre) |

The unit of measurement for the removal of road markings shall be the surface area of road markings removed.

The tendered rate per square metre for the removal of road markings shall include full compensation for procuring and furnishing all materials, for the necessary equipment, and protecting and maintenance as specified. Care should be taken to avoid damage to the road surface (the pressure of the equipment should be controlled and not set excessively high which may otherwise cause the removal of bitumen and stone). If the surface is damaged to an extent that it needs repairs, the repairs shall be undertaken by a competent sub-contractor approved by the engineer and the cost of the repairs shall be for the account of the contractor.

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

Add the following to Section 613 of the Standard Specifications for Municipal Engineering Works, Third Edition 2005 with the following.

Replace Paragraph 01 with the following:

### **1. SCOPE**

This section covers the permanent marking of road and parking surfaces with white, red or yellow retro-reflective waterborne road marking paint, thermoplastic and cold plastic (two-component Methyl Methacrylate) road marking materials as indicated, as well the removal of unwanted road markings as and when required by the Engineer.

All road markings shall be of the standard regulatory, warning and guidance markings as detailed on the drawings and in accordance with the South African Development Community Road Traffic Signs Manual and South African Road Traffic Signs Manual as well as other paint markings as specified for special events if required.

This section also covers the removal of existing road studs, and the supply and fixing of road studs as ordered by the engineer.

### **2. MATERIALS**

#### **2.1 Paint**

- i. Waterborne road marking paint
- ii. Plastic road marking materials

#### **2.2 Glass beads**

Where specified in the project specifications, hot-melt plastic road marking material shall comply with the requirements of BS 3262.

#### **2.3 Colour:**

The paint colour shall comply with the specification as stated in table 7.2 as published in the SADC Road Traffic Signs Manual Volume 1, Part 3 (1997 Publication).

#### **2.4 Mechanical Equipment for painting**

The equipment shall consist of an apparatus to clean the surface, mechanical road painting machines and all additional hand-operated equipment necessary to complete the work. Rollers and brushes shall not be

allowed for waterborne road marking application. The machines shall be so designed that it will be capable of painting the traffic markings to a uniform width with sides within the tolerances specified hereafter, without the paint running or splashing.

## **2.5 Faulty Workmanship or materials**

The contractor shall ensure not to repaint or paint new traffic markings not in compliance with Legislation or as specified by the engineer on the drawings.

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

## **2.6 Protection**

After paint has been applied, the traffic markings shall be protected against damage by traffic or by other causes. The contractor shall be responsible for the erection, placing and removal of all warning boards, flags, cones, barricades and/or as may be recommended in the South African Road Traffic Signs Manual (1999 edition) Volume 2 Chapter 13. The contractor shall be responsible for the placing of extra traffic cones to prevent vehicles to cross over wet paint. The minimum height of traffic cones to protect wet paint shall be 450mm.

## **C3.8 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 compliance.

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.

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## 1. Definition of Terms

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

- 1.1 **Client**-Means any person for whom construction work is performed and or undertaken (City of Tshwane for the purposes of this project)
- 1.2 **Construction site** means a workplace where a construction work is being performed
- 1.3 **Construction supervisor** means a competent person responsible for supervising construction activities on a construction site.
- 1.4 **Competent person** means a person who –
  - (a) Has in respect of the work or task to be performed the required knowledge, training and experience and where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provision of the National Qualification Framework Act 2000 (Act 67 of 2000), those qualifications and that training must be regarded as the required qualification and training and
  - (b) Is familiar with the Act.
- 1.5 **Principal Contractor**-Means an employer, as defined by Section 1 of the OHSACT who performs construction work and is appointed by the client to be in overall control and management of the construction site and works
- 1.6 **Agent**-Means a competent person who acts as a representative for a client in this case MIH Projects.
- 1.7 **Occupational Health and Safety Specification**- Means a documented specification of all Health and Safety requirements pertaining to the associated works on a construction site so as to ensure the health and safety of persons working ,visiting, passing, staying and working close to the construction site and or other applicable areas such as the site camp
- 1.8 **Risk**-means the probability that injury or damage may occur
- 1.9 **Hazard**-means a source of or exposure to danger

## 2. Introduction

In terms of the Construction Regulation 5 (1) of the OHS ACT, the client is required to compile an Occupational Health and Safety Specification for an intended project. This specification has an objective to ensure that the principal contractor entering into a contract with the client achieves and maintain an acceptable level of Occupational Health and Safety performance and compliance.

This document forms an integral part of the contract between the client and the principal contractor. The Principal Contractor and its Contractors shall furthermore implement any reasonable practicable means to ensure compliance to this Occupational Health and Safety Specification and any other applicable legislation on their organization and/or activities performed by or for them. Compliance with this document does not absolve the principal contractor from complying with any other minimum legal requirement and the principal contractor remains responsible for the health and safety of his employees, those of his mandatories as well as any person coming on site or on adjacent properties as far as it relates to the construction activities.

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

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

- Ensuring that decisions and practices affecting occupational health and safety performance are consistent with the issued specification;
- Ensuring adequate resources are made available for the effective implementation of occupational health and safety control and mitigation measures;
- Participating in hazard identification and risk assessments and design safety reviews;
- Communicating occupational health and safety management processes, strategies and control measures with all levels of employees, contractor and/or visitors;
- Ensuring visible leadership at all sites;
- Promoting and enforcing the use of correct types of Personal Protective Equipment (PPE);
- Reporting and investigation of incidents and accidents and ensuring actions are identified and implemented to prevent similar types of incidents reoccurring;
- Participating in Client audits and meetings and ensuring required actions are implemented within reasonable time frames on the site/project;
- Recognizing and commending safe work practices and coaching employees who require guidance;
- Applying and enforcing consequence management from deviations and transgressions of/from compliance to this OHS Specification noted and/or observed, where applicable;
- Carrying out safety observations, implement corrective and preventative actions and giving immediate feedback;
- Encouraging employee participation in the formulation of work instructions and safety rules.

### **4. Scope**

- Repainting of existing permanent road traffic markings as well as new markings on newly surfaced roads.
- Pre marking and application of new road traffic markings on newly paved surfaces.
- Removal of redundant road traffic markings by means of a sand blasting or water blasting process.

- 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 reasonable 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 on the submitted safety file.

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

1. Notification of construction work to the relevant Department of Labour (stamped on each page / no faxed copies);
2. Scope of work to be performed;
3. Public Liability
4. Personnel list (Principal Contractor employees);
5. OH&S Policy and other procedures;
6. Updated copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations.
7. Updated copy of the Compensation for Occupational Injuries and Diseases Act (Act no. 130 of 1993) and its Regulations;

8. Proof of valid registration and good standing with the Compensation Commissioner or another licensed Insurer;
9. OHS Plan approved by the Client.
10. Agreement with Mandatory in terms of Section 37(1) &2 of the OHS Act.
11. Approved risk assessments, review and monitoring plans and safe work procedures (method statements);
12. A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor;
13. Designs and/or drawings;
14. All written designations and appointments for project scope of work (CV and competency copies);
15. Management structure (inclusive of OH&S responsibility & meeting structure);
16. Induction training and site OHS rules;
17. Occupational health and safety training matrix / plan;
18. Arrangements with contractors and/or mandatories;
19. The following registers (as applicable to contract scope of work):
  - Accident and/or incident notifications, investigation & control register;
  - Occupational health and safety representatives inspection register;
  - Construction vehicles and mobile plan inspections;
  - Daily inspections templates of vehicles, plant and other equipment by the operator, driver and/or user;
  - Daily inspections templates of excavations by competent person;
  - Template for entry into confined space;
  - Toolbox talks pro-forma;
  - Designer's inspections and structures record template;
  - Inspection and maintenance template of explosive powered tools;
  - Inspection template of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances);
  - Fall protection inspections template;
  - First-aid box content template;
  - Record of first-aid treatment template;
  - Fire equipment inspection and maintenance template;
  - Record of hazardous chemical substances template kept and used on site;
  - Ladder inspection template;
  - Machine safety inspections template (including machine guards, lock-outs etc);
  - Inspection templates for lifting machines and –tackle (including daily inspections by drivers/operators);
  - Inspection templates of scaffolding;
  - Inspection templates of stacking and storage;
  - Inspections templates of structures;
  - Inspections templates of vessels under pressure;
  - Inspection templates of welding equipment; and
  - Templates of issuing of Personal Protective Equipment;

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

## **7.2 Evaluation and approval of Safety file**

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

NOTE: The construction work cannot commence until the safety file is approved. The approval letter from the Client must be kept in the OHS file and any letter issued concerning the evaluation of the file. Principal Contractors are required to achieve at least 80% (Eighty Per cent) compliance on the entire safety file documentation to obtain approval by the Client.

## **7.3 Principal Contractor engagement phase**

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

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

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

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

On completion of a construction work/ project the Principal Contractor shall submit all documentation required for the consolidated safety file to City of Tshwane as part of the project hand over documentation. At a minimum, the safety file will contain the following records:

1. Approval letter by City of Tshwane on contents of Health and Safety file including plan;
2. A construction work permit issued by the Department of Labour as contemplated in Construction Regulation 3 of the Construction Regulations 2014 (when applicable).
3. Scope of work performed;
4. OHS Policy and other procedures;
5. Proof of registration and good standing with the Compensation Commissioner or another licensed Insurer;

6. OHS plan approved by the Client including the underpinning risk assessment(s) and method statements;
7. A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work done by each contractor;
8. Notifications of new projects /extension of scope received;
9. Designs and/or drawings;
10. Occupational health and safety committee meeting agenda and minutes;
11. Copies of written designations and appointments (CV and competency copies);
12. Management structure (inclusive of OHS responsibility & meeting structure);
13. Induction training conducted and site OHS rules;
14. Occupational health and safety training provided;
15. Arrangements with contractors and/or mandatories;
16. Description of security measures;
17. All applicable registers:

## **8. OHS Specification Requirements**

### **8.1 General Requirements of Health and Safety Plan**

Construction Regulation 7 (1) stipulates that the principal contractor must provide and demonstrate to the client a suitable sufficiently documented and coherent site specific health and Safety Plan, based on the client's documented Health and Safety Specification contemplated in Regulation 5(1) (b), which plan must be applied from the date of commencement of and for the duration of the construction and which must be reviewed and updated by the principal contractor as work progresses.

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

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

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

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

on the scope of work.

## **8.2 Outline of Health and Safety Plan**

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

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

### **8.3 Risk Assessment**

#### **8.3.1 General**

This section of the specification provides guidelines for the Contractor in preparation of risk assessments in order to ensure compliance with Regulation 9 of the Construction Regulations, 2014. According to SANS 31000:2009, Risk is the overall process of risk identification, risk analysis, and risk evaluation. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged.

A suitable and sufficient risk assessment is an assessment which:

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

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

The objectives of risk assessments are to:

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

#### **8.3.2 Forms of Risk Assessment**

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

##### **8.3.2.1 Activity based risk assessment**

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

##### **8.3.2.2 Issue based risk assessments**

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

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

#### **8.3.2.3 Continuous risk assessments**

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

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

#### **8.3.3 Methodology for the Preparation of Risk Assessments**

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

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

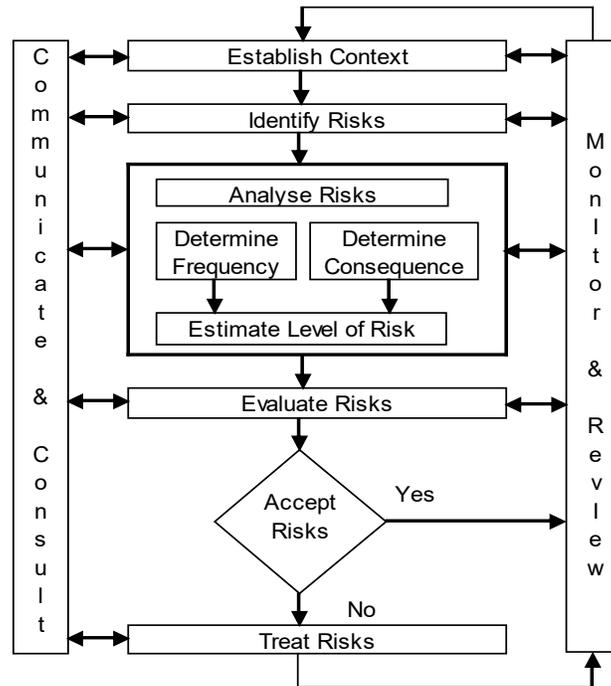
#### **8.3.4 Elements of a Risk Assessment**

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

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

6. Monitor and review progress and performance in terms of management system, and
7. Communicate and consult.

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



**Figure 1: Risk Management Process**

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

#### 8.3.4.1 Risk Identification

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

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

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

- vi. Consider all persons that may be affected,
- vii. Highlight those groups and individuals who may particularly be at risk, and
- viii. Review the adequacy and effectiveness of existing safety controls and measures

### 8.3.4.2 Risk Analysis

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

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

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

**Figure 2: Compounded Risk Matrix**

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

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

### 8.3.4.3 Risk Evaluation

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

- If the assessed risk exceeds similar risks that have occurred in the past and that are considered to be unacceptable, the assessed risk would require treatment depending upon its magnitude as discussed in Section 4.4.5, or
- If the assessed risk exceeds similar historical risks that are acceptable, treatment of the assessed risk will depend on the extent by which it exceeds the historical risks, or

- If the assessed risk is less than historical risks that are unacceptable, treatment of the assessed risk will depend on the extent by which it is less than the historical risks, or
- If the assessed risk is less than historical risks that are acceptable, the assessed risk would also be acceptable and would not require any treatment.

#### **8.3.4.4 Risk Treatment**

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

#### **8.3.5 Reporting and Recording of Risks**

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

- Objectives and expected outcomes,
- Description of the Works under assessment,
- Summary of context of study
- Composition of risk assessment team, (including qualifications and relevant experience),
- Approach used to systematically identify risks,
- Identified risks (ranked in order of priority),
- Method adopted for assessing frequencies and consequences of risks,
- Consequences (ranked in order of magnitude),
- Identification of individuals and groups who may be affected by major hazards and risk and who may especially be at risk,
- Basis for defining safety standards to be achieved,
- Contractor's resources devoted to risk assessment,
- Actions proposed to reduce unacceptably high risks,
- Review effectiveness of existing safety measures to control risks, and
- Implementation of program of selected treatments (including controls to manage unacceptably high risks).

#### **8.3.6 Monitoring and Review**

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

#### **8.3.7 Communication and Consultation**

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

## **8.4 Resources**

### **8.4.1 General**

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

### **8.4.2 Employees**

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

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

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

- The number of unskilled, semi-skilled and skilled (including Foreman, Charge hands, Artisans, Operators, Drivers, Clerks, Store man and Team Leaders) employees he intends employing on the Works,
- The health and safety training to be provided to the Contractor's employees,
- The program of the health and safety training,
- Systems for the review of the effectiveness of the training provided, and
- Systems to determine further training requirements throughout the construction period.

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

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

### **8.4.3 Competencies**

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

### **8.4.4 Physical and Psychological Fitness**

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

Annexure 3 of the Construction regulations.

#### **8.4.5 Subcontractors**

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

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

#### **8.5 Fall Protection Equipment**

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

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

#### **8.6 Structures**

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

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

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

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

### **8.7 Excavation work**

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

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

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

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

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

### **8.8 Cranes**

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

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

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

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

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

### **8.9 Construction vehicles and mobile plant**

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

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

### **8.10 Electrical Installation and Machinery on construction sites**

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

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

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

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

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

- CTMME-IS 40-Earthing.
- CTMME-IS 50- Overhead lines.

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

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

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

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

### **8.12 Housekeeping and general safeguarding on construction sites**

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

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

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

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

### **8.13 Stacking and storage on construction site**

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

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

- Who will supervise the stacking and storage of materials on site,

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

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

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

#### **8.14 Fire precaution on construction sites**

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

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

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

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

#### **8.15 Construction employees' facilities**

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

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

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

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

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

#### **8.16 Operational Control of the Construction Site**

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

##### **8.16.1 Personnel Safety Equipment and Facilities**

The Contractor shall comply with Section 2 of the General Safety Regulations, and shall in particular provide

all necessary personnel protective equipment for his personnel for the duration of the construction period.

To this end the Contractor shall without limiting his obligations indicate in his Health and Safety Plan:

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

#### 8.16.2 Display of substituted notices and Signs

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

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

#### 8.16.3 First Aid, Emergency Equipment and Procedures

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

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

#### 8.16.4 Welding, flame cutting, soldering and similar operations

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

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

#### 8.16.5 Ladders

The Principal Contractor shall with reference to 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.**

## **8.22 WORKING NEAR PUBLIC ROADS**

- The Principal Contractor shall ensure that:
- Necessary precautionary and preventive safety measures shall be taken where persons are required to work on or near roadways.
- Consideration shall be given to the wearing of high visibility vests, and protection by red cones or flags during daylight and use of red or amber flashing lamps at night;
- Work areas must be adequately barricaded to prevent unauthorised access; and Road traffic warning signs shall be placed well ahead of the work area.

### **8.23 WORKING OVER OR NEAR WATER**

- Working over water will often, although not always, involve working at height.
- The Principal Contractor shall put measures in place to manage the potential risks of both these hazards.
- Ideally, work shall be carried out from a stable working platform that may prevent an accidental fall into the water.
- Where there is a risk of someone accidentally falling into water, appropriate rescue equipment and people who are competent to use it must be available.
- The Principal Contractors shall plan and practice rescue drills.
- The Principal Contractor shall conduct a special PPE survey for working over or near water activities.
- The Principal Contractor shall give appropriate consideration to the health implications arising from the accidental entry into contaminated water e.g. the possibility of contracting leptospirosis whilst working over or near to water.

### **8.24 FORMWORK AND SUPPORT WORK**

The Principal Contractor shall prepare a detailed procedure for formwork and support work to ensure that all such work is carried out under the supervision of a competent person and that the design of formwork and support work structures are done with reference to the structural design drawings and kept on site.

### **8.25 WORK STOPPAGE**

- The Employer reserves the right to stop all or part of the work if the Principal Contractor and or its Subcontractors are found to be working unsafely or in unsafe working conditions, and performing unauthorised work. However, every employee on observation of an unsafe act or condition; has the right to stop part or all the activities in the best interest of health and safety.
- Work stoppages that are initiated due to SHE concerns, non-compliance or poor performance related to the Principal Contractor and or its Sub-contractors works or services, shall not warrant any extension of time or financial compensation claim lodged against the Employer, where the

Principal Contractor and or its Sub-contractors have not met the requirements defined by legislation and or the contract.

- The conditions that lead to work stoppages are based on:
- Management of change - this is when there are changes to the work environment (for example, climatic changes) and construction work (for example, modifications to the design), in any phase of the construction project, and/or amendments with regard to client's rules and regulations and/or legislative amendments;
- Unsafe acts/behaviours; and
- Unsafe conditions.
- The process to be followed is:
- The relevant activity must be stopped.
- The COT Project Manager and or the Principal Contractor and its Sub-contractors shall immediately remove the workforce from the work area and correct the health and safety deficiencies by allowing only the people in the area who are competent to make the area safe.
- The Principal Contractor and or its Sub-contractors shall ensure that No other work is being performed during this time.
- Should the estimated time from the outset to make the area safe where life-threatening/imminent danger situations exist, then the area shall be suitably barricaded and signposted with the wording "Unsafe Area - Authorised Access Only".
- The safety agent shall review the affected parts/sections of the SHE specification with the purpose of providing sufficient SHE information to the Principal Contractor.
- The safety agent must ensure that the revised provisions in the SHE plan are adequate and must approve them before the work activity is commenced
- The Principal Contractor shall then revise the relevant sections in the SHE plan to accommodate the changes.
- Before the workforce is allowed back in the area, the principal contractor and his/her subcontractors shall ensure that:
- The area is re-inspected by the contractor safety practitioner and supervisor and note corrective actions taken; and Declare the area safe for work by signing off on the "work stoppage" notice issued by the COT site/project manager/safety agent

**Note:** The Principal Contractor is to take note of the requirements of Construction Regulation 4(e) of the OHS Act imposed on the Employer/Client by the regulation.

## 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-<br>QUENCES | PROBABILITY    |        |          |          |                   |
|------------|---|-------------------|----------------|--------|----------|----------|-------------------|
|            |   |                   | Almost Certain | Likely | Possible | Unlikely | Almost Impossible |
|            |   |                   | 5              | 4      | 3        | 2        | 1                 |
| <b>OHS</b> | Multiple fatalities, or significant irreversible effects to >50 persons<br><br>Serious, long term environmental impairment of ecosystem function<br><br>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                 |

|                   |  |          |           |           |           |          |          |
|-------------------|--|----------|-----------|-----------|-----------|----------|----------|
| <p><b>OHS</b></p> | <p>Single fatality and/or severe irreversible disability to one or more persons</p> <p>Serious medium term environmental effects</p> <p>Serious impact on quality of product / Probable loss of customer or discontinuation of contract with service provider</p>                              | <p>4</p> | <p>20</p> | <p>16</p> | <p>12</p> | <p>8</p> | <p>4</p> |
| <p><b>OHS</b></p> | <p>Moderate irreversible disability or impairment (&lt;30%) to one or more persons.</p> <p>Moderate, short-term effects but not affecting ecosystem function</p> <p>Moderate impact on quality of product / Possible loss of customer or discontinuation of contract with service provider</p> | <p>3</p> | <p>15</p> | <p>12</p> | <p>9</p>  | <p>6</p> | <p>3</p> |
| <p><b>OHS</b></p> | <p>Objective but reversible disability requiring hospitalization</p> <p>Minor effects on biological or physical environment</p> <p>Minor impact on quality of product / Minor impact on relationship with customer or service provider</p>   | <p>2</p> | <p>10</p> | <p>8</p>  | <p>6</p>  | <p>4</p> | <p>2</p> |
| <p><b>OHS</b></p> | <p>No medical treatment required.</p> <p>Limited damage to minimal area of low significance</p> <p>Limited impact on quality of product / Minimal impact on relationship with customer or service provider</p>   | <p>1</p> | <p>5</p>  | <p>4</p>  | <p>3</p>  | <p>2</p> | <p>1</p> |

### 9.3 MANDATORY AGREEMENT (SECTION 37.2)

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

.....

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

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

.....  
Contract ..... number  
.....

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

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

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with: Provided that should the CLIENT prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations and the CONTRACTOR expressly absolves the CLIENT from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures as the case may be.
4. The CONTRACTOR agrees that any duly authorised officials of the CLIENT shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with this undertaking as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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

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

AS WITNESSES:

1. ....

2. ....

.....

SIGNATURE

.....  
NAME AND SURNAME

.....  
CAPACITY

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

..... day of ..... 20 .....

AS WITNESSES:

1. ....

2. ....

.....  
SIGNATURE

.....  
NAME AND SURNAME

.....  
CAPACITY

#### 9.4 ACKNOWLEDGEMENT OF RECEIPT OHS SPECIFICATION

Acknowledgement of receipt of OHS Specification:

Name of Designer/Contractor

-----

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

Signed at .....on this ..... Day of.....20.....

Signature of Designer /Contractor Manager

Date

-----

-----

Signature of Contractor Supervisor

Date

-----

-----

Witness 1 ..... Witness 2 .....

## **C3.9 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, a 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 aways, 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  $\pm 300$  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 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**

| <b>ENVIRONMENTAL COMPONENT</b>       | <b>ACTIVITY</b>          | <b>MITIGATION</b>  | <b>RELEVANT SECTION IN SPECIFICATIONS</b> |
|--------------------------------------|--------------------------|--|---|
| <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>  | <i>001<br/>002.02.01</i>                  |
|                                      | <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> | <i>001<br/>002</i>                        |
| <i>Site rehabilitation</i>           | <i>Cleanup</i>           | <i>All construction material is to be removed from the site on completion of the contract.</i>   | <i>001<br/>002<br/>104</i>                |

| <b>ENVIRONMENTAL COMPONENT</b>  | <b>ACTIVITY</b>                               | <b>MITIGATION</b>   | <b>RELEVANT SECTION IN SPECIFICATIONS</b> |
|---------------------------------|---|---|---|
| Vegetation                      | On site                                       | 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   | 104                                       |
|                                 | Weeds   | Clearance of weeds must be done by hand before seeding.   | 104                                       |
|                                 | Grass cover                                   | The grass cover surrounding the construction site is to be left as intact as possible or restored to its original condition.  | 104                                       |
| Water                           | Available for human consumption               | Water for human consumption must be tested and treated in accordance with recommendations.  |   |
| Soil management                 | Topsoil                                       | The topsoil ( $\pm$ 300 mm) of any excavation shall be removed and stockpiled separately from underlying material in an appointment area  | 203<br>104                                |
|                                 | Borrow material                               | EMPR's for borrow pits to be submitted to the Department of Mineral and Energy Affairs for approval   | 201<br>203                                |
| Archaeological & Cultural sites | Discover of archaeological sites of artefacts | If an artefact on site is uncovered, work in the immediate vicinity must be stopped immediately and an archaeological consultant must be contacted. Work may only resume once clearance is given in writing by the archaeologist. | GCC                                       |
| Graves                          | Discovery of graves                           | If a grave on site is uncovered, work in the immediate vicinity must be stopped and an undertaker should be contacted   | GCC                                       |
| Waste management                | Solid & Construction waste                    | Solid waste is to be stored in an appointment area for collection and disposal. Disposal of waste will be in a DWAF licensed landfill, and no waste may be burnt on site.   |   |
|                                 | Litter  | The site is to be kept free of litter   | 001                                       |
| Sewage treatment                | Toilet facilities                             | Adequate toilet facilities are to be provided, and the siting of chemical toilets is to be done in consultation with the site engineer. Use of the  | 001<br>002                                |

| <b>ENVIRONMENTAL COMPONENT</b>                | <b>ACTIVITY</b>            | <b>MITIGATION</b>   | <b>RELEVANT SECTION IN SPECIFICATIONS</b> |
|---|----------------------------|---|---|
|   |                            | <i>weld for this purpose shall not be allowed.</i>  |   |
| <i>Fuel, diesel &amp; 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>   |   |
|   | <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>  | <b>RELEVANT SECTION IN SPECIFICATIONS</b> |
|   | <i>Reports</i>             | <i>The environmental officer will submit monthly reports to the Engineer who will verify the information</i>  |   |
|   | <i>Complaints</i>          | <i>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</i>  |   |



## **PART C4: SITE INFORMATION**

## C4.1 LOCALITY PLAN

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

