

# WATER AND SANITATION DEPARTMENT INFRASTRUCTURE PLANNING AND IMPLEMENTATION



**TENDER REFERENCE: WS18-2023/24**

**TENDER FOR THE WATER METER CONNECTIONS, MAINTENANCE AND RELATED WORKS WITHIN THE BOUNDARIES OF THE CITY OF TSHWANE FOR A THREE-YEAR PERIOD (AS AND WHEN REQUIRED)**

## VOLUME 1

**A Tender or Category 7CE or higher CIDB registered Contractors**



PREPARED BY:	ISSUED BY:
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Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	CoT Vendor No:
CIDB CRS Number (s):	CSD Number (s):
Contact Person:	
Tel. No:	E-Mail Address:
Cell No:	Fax No:

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# **PORTION 1: TENDER**

## **PART T1: TENDER PROCEDURES**

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### CITY OF TSHWANE

### WATER AND SANITATION DEPARTMENT

### TENDER FOR THE WATER METER CONNECTIONS, MAINTENANCE AND RELATED WORKS WITHIN THE BOUNDARIES OF THE CITY OF TSHWANE FOR A THREE-YEAR PERIOD (AS AND WHEN REQUIRED)

Tenders are hereby invited for the above work.

**Tenderers should have a Construction Industry Development Board CIDB contractor grading designation of 7CE or higher.**

Tenders will be evaluated on the basis of awarding points for B-BBEE Status of Contributor for the Construction Charter Scorecard and quality of the tenderer. The **90/10** Preference Point System will be applied to the all tenders.

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

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of 90 days after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Municipality.

**A COMPULSORY BRIEFING SESSION with a representative of the Employer will take place at the Central Water Depot, 13 Johannes Ramokhoase Street, Pretoria on the 12<sup>th</sup> February 2024 at 10h00. The session will start strictly at 10h00 and no representatives from the contractors will be allowed in the venue after the start of the session.**

The closing time for receipt of tenders is **29 February 2024 at 10h00**. Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to the **Divisional Head, SUPPLY CHAIN MANAGEMENT, 320 Madiba Street, PRETORIA, 0002** and must be submitted in the tender box situated at the Procurement Advice Centre, Tshwane House, 320 Madiba Street, Pretoria, 0002. Tenders will be opened at the latter address at the time indicated.

**ENQUIRIES:** Representative: Peter Ngobeni  
Tel (Office): 012 358 5824  
E-Mail: [peterng@tshwane.gov.za](mailto:peterng@tshwane.gov.za)

JOHANN METTLER  
CITY MANAGER

## T1.2 TENDER DATA

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.

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CLAUSE NUMBER		TENDER DATA
		E-Mail: <b>peterng@tshwane.gov.za</b>
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 <b>7CE</b> class of construction work, are eligible to submit tenders.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of a joint venture is registered with the CIDB before the closing date of tenderers;</li> <li>the lead partner has a contractor grading designation in the <b>6CE</b> class of construction work; and</li> <li>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 <b>7CE</b> class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.</li> <li>The tender evaluation will be done in four stages as follows: <ol style="list-style-type: none"> <li>Stage 1: Administration Compliance</li> <li>Stage 2: Mandatory Requirements</li> <li>Stage 3: Functionality</li> <li>Stage 4: Preferential Point System – 90/10 Regulation of 2022</li> </ol> </li> </ol>
<p><b>4.1 Stage 1: Administration Requirements</b></p> <p><b>Note: Tenderers not complying with any of the below-mentioned requirements will be immediately disqualified and not further evaluated on stage 2</b></p>		
<b>Compulsory Returnable Documentation (Submission of these are compulsory)</b>		<b>Submitted (YES or NO)</b>
<p>a) To enable The City to verify the bidder's tax compliance status, the bidder must provide;</p> <ul style="list-style-type: none"> <li>A copy of their Tax Clearance Certificate (TCS); or</li> <li>Indicate their tax compliance status PIN.</li> </ul>		<p>TCS must be in the same business name as the bidding company. TCS must be valid. Tax status must be compliant before the award.</p>
<p>b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;</p>		<p>CSD must be valid. Tax status must be compliant before the award.</p>
<p>c) Confirmation that the bidding company's rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local</p>		<p>Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e., not in arrears for more than 90 days?</p>

CLAUSE NUMBER	TENDER DATA	
councillor confirming they are operating in that area		
d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.  <b>NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u></b>		All documents fully completed (i.e. no blank spaces)? All documents fully signed? Signature authorized (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required? Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other color ink, or <b>non-submission of the above</b> , will be considered)?
f) Financial Statements for the most recent three (3) years or financial statements from date of existence for companies less than three years old. <b>NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</b>  If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.		Applicable for tenders above R10m in conjunction with MBD 5)  Are Audited financial statements provided (Audited financials must be signed by auditor)? Or proof that the bidder is not required by law to prepare audited financial statements.
g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.		If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.

CLAUSE NUMBER		TENDER DATA			
<b>NB:</b> It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.					
h) Bidder attended a compulsory briefing session where applicable			A compulsory briefing register must be signed by the bidder.  <b>Bidders will be disqualified should they fail to attend compulsory briefing session</b>		
i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.			Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified.  <b>Bidder will be disqualified should they make corrections on the price schedule without attaching a signature thereto.</b>  <b>Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.</b>		
<b>Stage 2: Mandatory Requirements</b>  a) Qualified Engineering Technician (certified copies of the qualification certificate as well as the curriculum vitae indicating the Engineering Technician’s experience and references) b) Qualified Plumber (certified copies of the qualification certificate as well as the curriculum vitae indicating the Plumber’s experience and references) c) Contractor’s Site Agent must have a NQF level 4 for labour intensive Construction. d) The Safety Officer for the construction works must have an OHS Act (Construction Regulation) qualification to a National Diploma. Qualifications and CV to be attached. e) Owning or hiring of construction equipment: - TLB (Tractor Loader and Back actor) and Horizontal drilling machine. Lease agreement or ownership documents to be attached.  <b>Note: Tenderers not complying with all of the above-mentioned requirements will be immediately disqualified and not further evaluated on stage 3</b>					
<b>Stage 3: FUNCTIONALITY</b>  Functionality (Max 100 points)					
CRITERIA		SUB-CRITERIA	SCALE	WEIGHT	POOSSIBLE HIGH SCORE
1. Project Completed by company.					
(a) Tenderer has successfully completed similar projects of water meter installations and maintenance.		1 Project 2 Projects 3 Projects or more	2 3 5	8	40
Tenderer to provide proof of experience for each project					



CLAUSE NUMBER	TENDER DATA				
	completed/ executed within the past ten years. Such proof should be, inter alia, copies of Appointment letters, Purchase Orders, Invoices and Reference letter detailing the operations and services rendered and signed on company letterhead of previous employer, indicating period of contract and telephone numbers of contactable references. If proof of experience is not attached, the points cannot be claimed.				
	(b) Contractor's representative (Site Agent) has completed similar projects of water meter connections and maintenance. Signed referral letters to be attached, if a certified copy is not attached, the points cannot be claimed.	1 to 2 years' experience  Above 2 to 4 years' experience  Above 4 years' experience	1  2  3	10	30
	(c) The safety Officer has completed similar projects of water meter connections and maintenance. Signed referral letters to be attached, if a certified copy is not attached, the points cannot be claimed.	1 to 2 years' experience  Above 2 to 4 years' experience  Above 4 years' experience	1  2  3	10	30
<b>NB: A minimum functionality score of 70% (70 points) must be achieved. Failure to meet this minimum score will lead to disqualification and not further evaluated on stage 4</b>					
<p><b>Stage 4: 90/10 Preferential Point System</b></p> <p>Price: 90 Specific goals: 10</p> <p><b>Specific Goals</b></p> <ol style="list-style-type: none"> <li>1) Bidders are required to submit supporting documents for their bids to claim the specific goal points.</li> <li>2) Non-compliance with specific goals will not lead to disqualification but bidders will not be allocated specific goal points. Bidders will score points out of 90 for price only and zero (0) points out of 10 for specific goals.</li> <li>3) Cot shall act against any bidder or person when it detects that the specific goals were claimed or obtained on a fraudulent basis.</li> </ol> <p>The specific goal for this bid is outlined below.</p>					

CLAUSE NUMBER		TENDER DATA		
		<b>Specific goals</b>	<b>90/10 preference point system</b>	<b>Proof of specific goals to be submitted</b>
		BB-BEE score of companies <ul style="list-style-type: none"><li>• Level 1</li><li>• Level 2</li><li>• Level 3</li><li>• Level 4</li><li>• Level 5</li><li>• Level 6</li><li>• Level 7</li><li>• Level 8</li><li>• Non-compliant</li></ul>	<ul style="list-style-type: none"><li>• 4 Points</li><li>• 3.5 Points</li><li>• 3 Points</li><li>• 2.5 Points</li><li>• 2 Points</li><li>• 1.5 Points</li><li>• 1 Point</li><li>• 0.5 Points</li><li>• 0 Points</li></ul>	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.
		EME and/ or QSE	1 Point	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate
		At least 51% of Women-owned companies	1 Point	Certified copy of Identity Document/s <b>and</b> proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
		At least 51% owned companies by People with disability	1 Point	Medical Certificate with doctor’s details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
		At least 51% owned companies by Youth	1 Point	Certified copy of Identity Document/s <b>and</b> proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
		Local Economic Participation <ul style="list-style-type: none"><li>• City of Tshwane</li><li>• Gauteng</li><li>• National</li></ul>	2 Points 1 Point 1 Point	Municipal Account statement/Lease agreement.
Tenderers to provide valid proof of company ownership.				
C.2.2	Cost of Tendering	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.		
C.2.5	Reference Documents	<b>Add the following:</b>  Unless specified otherwise in this document, the following standards and		

CLAUSE NUMBER	TENDER DATA
	<p>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 General Manager: Water and Sanitation” of the City of Tshwane.</li> </ul> <p>This document is obtainable free of charge on the website <a href="http://www.tshwane.gov.za">www.tshwane.gov.za</a>.</p> <ul style="list-style-type: none"> <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>.</li> </ul> <p>The document may be purchased in hard copy from the <i>South African Institution of Civil Engineering</i> or may be purchased online as an electronic reference document in PDF format by following the relevant links on <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>.</p>
C.2.7 Clarification meeting	<p>A COMPULSORY <b>BRIEFING MEETING</b> with a representative of the Employer will take place at the Central Water Depot, 13 Johannes Ramokhoase Street, Pretoria on ..... starting at 10:00 AM. Doors will be closed at 10:15</p> <p>Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers.</p> <p>Tender documents will not be made available at the site visit and clarification meeting. Detail relating to the collection of tender documents is indicated in the Tender Notice and Invitation to Tender</p>
C.2.8 Seek clarification	<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 Insurance	<p><b>Add</b> the following to the clause.</p> <p><i>Accept that the submission of a tender shall be construed as an acknowledgement by the tenderer that he is satisfied with, where applicable, the insurance cover the Employer will affect under the contract.</i></p>
C.2.11 Alterations to documents	<p>Add the following to the clause:</p> <p><u>In the event of a mistake having been made on the price schedule it shall be crossed out in ink and be accompanied by an initial at each and every price alteration.</u></p> <p>Corrections in terms of price may not be made by means of a correction fluid such as Tippex or a similar product.</p> <p>If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid may be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the tender as a whole will not be considered.</p>

CLAUSE NUMBER	TENDER DATA
	<p>The Municipality will reject the bid if corrections are not made in accordance with the above.</p> <p>Tampering with or taking the documents apart is strictly prohibited.”</p>
C.2.12      Alternative offers	Alternative tender offers will <b><u>not</u></b> be considered.
C.2.13      Submitting a tender offer	<p><b><u>Replace</u></b> the contents of the clause with the following:</p> <p><i>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</i></p> <p><i>All volumes are to be left intact in original format and no pages shall be removed or re-arranged</i></p>
C.2.13.2	Each Tenderer is required to return the complete set of documents as listed in the Tender Data with all the required information supplied and completed in all respects.
C.2.13.3	<p>Parts of each tender offer communicated on paper shall be submitted as an <b>original, plus a scanned copy in PDF format on a compact disc.</b></p> <p><b>In addition to the hard copy submission, each tenderer is required to submit a scanned copy of the <u>fully completed and signed</u> tender submission document.</b></p> <p><b>This is to be on a USB Flash Drive attached to the original tender submission documents, adequately identifiable as belonging to the tenderer, be in PDF format scanned at 400 DPI, and be in full colour.</b></p>
C.2.13.4	<p><b><u>Add</u></b> the following to the clause</p> <p><i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i></p> <p><i>In the case of a <b>ONE-PERSON CONCERN</b> submitting a tender, this shall be clearly stated.</i></p> <p><i>In the case of a <b>COMPANY</b> submitting a tender, include a copy of a <b>resolution by its board of directors</b> authorising a director or other official of the company to sign the documents on behalf of the company.</i></p> <p><i>In the case of a <b>CLOSE CORPORATION</b> submitting a tender, include a copy of a <b>resolution by its members</b> authorising a member or other official of the corporation to sign the documents on each member’s behalf.</i></p> <p><i>In the case of a <b>PARTNERSHIP</b> submitting a tender, <b><u>all the partners</u></b> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <b><u>proof of such authorisation</u></b> shall be included in the Tender.</i></p> <p><i>In the case of a <b>JOINT VENTURE/CONSORTIUM</b> submitting a tender, include a <b><u>resolution of each company</u></b> of the joint venture together with a <b><u>resolution by its members</u></b> authorising a member of the joint venture to sign the documents on behalf of the joint venture.</i></p>

CLAUSE NUMBER	TENDER DATA
	<b><u>Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.</u></b>
C.2.13.5	<p>The identification details are:</p> <p>Tender Description: <b>WS18 2023/24 TENDER FOR THE WATER METER CONNECTIONS, MAINTENANCE AND RELATED WORKS WITHIN THE BOUNDARIES OF THE CITY OF TSHWANE FOR A THREE-YEAR PERIOD</b></p> <p><b>Closing Time: 10h00</b></p> <p><b>Closing Date: 29 February 2024</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><b>TENDER BOX TSHWANE HOUSE 320 MADIBA STREET PRETORIA 0002</b></p> <p>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 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><u>not</u></b> be accepted
C.2.13.10	<p><b><u>Add</u></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><u>Add</u></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>Section T2.2 : Returnable Schedules  Section C1.1 : Form of Offer and Acceptance  Section C1.2 : Contract Data (Part 2)  Section C2.2 : Pricing Schedule</p> <p><i>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</i></p> <p><i>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</i></p> <p><i>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</i></p>

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
C.2.16	Tender offer validity
C.2.16.5	<p><b>Add</b> the following new clause</p> <p><i>If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</i></p> <p><b>Add</b> the following new clause:</p> <p><i>Accept that should the Tenderer unilaterally withdraw his tender during the tender validity period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed</i></p>
C.2.17	<p>Clarification of Tender Offer after Submission</p> <p><i>Replace the contents of the clause with the following clause:</i></p> <p><i>"Provide clarification of a Tender Offer in response to a request to do so from the Employer during the evaluation of Tender Offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors resulting from the product of the unit rate and the quantity by the adjustment of certain line-item totals. No change in the unit rate or prices or substance of the Tender Offer is sought, offered, or permitted. The total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line-item totals and shall be binding upon the Tenderer."</i></p>

CLAUSE NUMBER		TENDER DATA
C.2.18	Provide other material	<p>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.</p> <p><b>Add</b> the following at the end of the clause:</p> <p>.... or upon written request.</p>
C.2.19	Inspections, tests, and analysis	The Tenderer must provide access during working hours to his premises for inspections on request.
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	Conditions Associated with the Granting of Preferences	<p><b>Add</b> the following new clause</p> <p><i>The Tenderer, undertakes to:</i></p> <ol style="list-style-type: none"> <li><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><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><i>accept the sanctions set out in the Scope of Works should such conditions be breached.</i></li> </ol>
C2.25	Canvassing and obtaining of additional information by tenderers	<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>
C2.26	Prohibitions on awards to persons in service of the state	<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><i>who is in the service of the state; or</i></li> <li><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><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><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><i>a member of the board of directors of any municipal entity;</i></li> <li><i>an official of any municipality or municipal entity;</i></li> <li><i>an employee of any national or provincial department;</i></li> </ol>

CLAUSE NUMBER	TENDER DATA
	<p>e) <i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i></p> <p>f) <i>a member of the accounting authority of any national or provincial public entity; or</i></p> <p>g) <i>an employee of Parliament or a provincial legislature.</i></p> <p>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>C2.27</p> <p><i>Awards to close family members of persons in the service of the state</i></p>	<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> <p>a) <i>the name of that person;</i></p> <p>b) <i>the capacity in which that person is in the service of the state; and</i></p> <p>c) <i>the amount of the award.</i></p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Part T2 of this procurement document must be completed.</p>
<p>C2.28</p> <p><i>Vendor registration</i></p>	<p><b>Add</b> the following new clause</p> <p><i>The contractor will be required to be registered 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="https://vendorportal.tshwane.gov.za/">https://vendorportal.tshwane.gov.za/</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>C2.29</p> <p><i>Tax</i></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>



## T1.3 STANDARD CONDITIONS OF TENDER

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## **C.1 General**

### **C.1.1 Actions**

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

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

**Note:** 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

### **C.1.2 Tender Documents**

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

### **C.1.3 Interpretation**

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

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

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

a) **conflict of interest** means any situation which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving, or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C.1.6.3.1 Option 1**

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

**C.1.6.3.2 Option 2**

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

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

**C.2 Tenderer's obligations**

**C.2.1 Eligibility**

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

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

**C.2.2 Cost of tendering**

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

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

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

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

### **C.3.10      Clarification of a tender offer**

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

### **C.3.11      Evaluation of tender offers**

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

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

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

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

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

**C.3.11.1 General**

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

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

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

**C.3.13 Acceptance of tender offer**

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

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

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

**C.3.14 Prepare contract documents**

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

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

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

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

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

**C.3.16 Registration of the award**

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

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

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

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

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

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

# PART T2:      RETURNABLE DOCUMENTS

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## T2.1 LIST OF RETURNABLE DOCUMENTS

### RD.A MANDATORY RETURNABLE DOCUMENTS

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

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

### RD.B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

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

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

### RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Proof of registration on CSD with National Treasury	RD.C.1	
<b>MBD 5:</b> Declaration for procurement above R10 million (all applicable taxes included)	RD.C.2	
Proof of Registration with CIDB	RD.C.3	
Compliance with OHSA (Act 85 of 1993)	RD.C.4	
Record of services provided to organs of state	RD.C.5	
Schedule of plant and equipment	RD.C.6	
EPWP staff for labour intensive construction works	RD.C.7	
Status of concern submitting tender	RD.C.8	
Classification of business	RD.C.9	
Letter of intent to provide a performance bond	RD.C.10	
Proof of municipal rates and taxes	RD.C.11	

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

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

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

**RD.E MANDATORY REQUIREMENTS**

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

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
1. Engineering Technician: (Certified copy of National Diploma: Civil Engineering and a copy of CV)	RD.E.1	
2. Qualified Plumber: (Certified copy of Plumbing certificate- Red Seal and a copy of CV)	RD.E.2	



Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
3. Contractor's Site Agent: (Certified copy of NQF level 4 for labour intensive Construction and a copy of copy)	RD.E.3	
4. Safety Officer: (National Diploma – OHS Act Construction Regulation qualification and a copy of CV)	RD.E.4	
5. Owning or hiring of construction equipment: - TLB (Tractor Loader and Back actor) and Horizontal drilling machine. (Lease agreement or ownership documents to be attached).	RD.E.5	

## T2.2 RETURNABLE SCHEDULES

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**FORM RD.A.1 COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of Enterprise:**

**Section 2: VAT registration number, if any:**

**Section 3: CIDB registration number, if any:**

**Section 4: CSD number:**

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

Name*	Identity Number*	Personal Income Tax Number*

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

**Section 6: Particulars of companies and close corporations**

Company registration number:

Close corporation number:

Tax reference number:

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

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

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

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

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

Signed:		Date:	
Name:		Position	
Enterprise Name:			

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

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

---
  - 3.2 Identity Number:  

---
  - 3.3 Position occupied in Company:  
(Director, trustee, shareholder<sup>2</sup>)  

---
  - 3.4 Company Registration Number:  

---
  - 3.5 Tax Reference Number:  

---
  - 3.6 VAT Registration Number:  

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

---

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature

<sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.8 Are you presently in the service of the state?

YES	NO
-----	----

If yes, furnish particulars \_\_\_\_\_

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

YES	NO
-----	----

If yes, furnish particulars \_\_\_\_\_

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

YES	NO
-----	----

If yes, furnish particulars \_\_\_\_\_

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

YES	NO
-----	----

If yes, furnish particulars \_\_\_\_\_

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

YES	NO
-----	----

If yes, furnish particulars \_\_\_\_\_

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

YES	NO
-----	----

If yes, furnish particulars \_\_\_\_\_

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

YES	NO
-----	----

If yes, furnish particulars \_\_\_\_\_

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

Full Name	Identity Number	State Employee Number

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

Person authorized to sign the tender:

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

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

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

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

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

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

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

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

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Person authorized to sign the tender:

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

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

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



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

1. This Municipal Bidding Document (MBD) must form part of all bids <sup>3</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 bid rigging<sup>4</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>3</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

### **CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying tender:

**WS 18 2023/24 TENDER FOR THE WATER METER CONNECTIONS, MAINTENANCE AND RELATED WORKS WITHIN THE BOUNDARIES OF THE CITY OF TSHWANE FOR A THREE-YEAR PERIOD AS AND WHEN REQUIRED**

in response to the invitation for the tender made by

**City of Tshwane Metropolitan Municipality**

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

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

1. I have read and understand the contents of this certificate;
2. I understand that the accompanying tender will be disqualified if this certificate is found not to be true and complete in every aspect;
3. I am authorised by the tenderer to sign this certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorised by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word “competitor” shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer who:
  - a. Has been requested to submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
  - b. Could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently form, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>5</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 or services will be rendered (market allocation);
  - c. Methods, factors or formulas used to calculate prices;
  - d. The intention or decision to submit or not to submit, a tender;
  - e. The submission of a tender which does not meet the specifications and conditions of the tender; or
  - f. Tendering with the intention not to win the tender.

---

<sup>5</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.A.5 CERTIFICATE OF AUTHORITY OF SIGNATORY**

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

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

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

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

**RESOLVED** that:

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

Tender Number:	<b>WS18 2023/24</b>
Tender Description:	<b>TENDER FOR THE WATER METER CONNECTIONS, MAINTENANCE AND RELATED WORKS WITHIN THE BOUNDARIES OF THE CITY OF TSHWANE FOR A THREE-YEAR PERIOD AS AND WHEN REQUIRED</b>

- \*Mr/Ms:

in \*his/her capacity as

and who will sign as follow:

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

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

NAME	CAPACITY	SIGNATURE

Note:	Enterprise stamp
<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>	

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

\*Joint venture/consortium name: \_\_\_\_\_

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

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

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

**Note:**

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

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

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

**NOTE:**

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

---

**FORM RD.B.2      MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2012**

---

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, 2022**

---

**MBD 6.1**

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

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

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

---

**1.      GENERAL CONDITIONS**

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

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

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

*(delete whichever is not applicable for this tender).*

a)      The applicable preference point system for this tender is the 90/10 preference point system.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	Points
PRICE	90
SPECIFIC GOALS	10

**TOTAL POINTS FOR PRICE AND  
SPECIFIC GOALS**

**100**

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

**90/10**

$$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE



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

**90/10**

$$Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)***

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

The specific goals allocated points in terms of this tender	90/10 preference point system	Number of points claimed (90/10 system) (To be completed by the tenderer)
BB-BEE score of companies		
Level 1	• 4 Points	
Level 2	• 3.5 Points	
Level 3	• 3 Points	
Level 4	• 2.5 Points	
Level 5	• 2 Points	
Level 6	• 1.5 Points	
Level 7	• 1 Point	
Level 8	• 0.5 Points	
Non-compliant	0 Points	
EME and/or QSE	1 Point	

At least 51% Women owned companies	1 Point	
At least 51% owned companies by People with disability	1 Point	
At least 51% owned companies by Youth	1 Point	
Local Economic Participation		
City of Tshwane Participants	2 Points	
Gauteng Participants	1 Point	
National participants	1 Point	

### DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name \_\_\_\_\_ of  
company/firm.....

4.3. Company \_\_\_\_\_ registration \_\_\_\_\_ number:  
.....

4.4. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

	..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

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

I, the undersigned

<b>Full Name &amp; Surname</b>																	
<b>Identity Number</b>								-					-			-	

Hereby declare under oath as follow:

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

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

3. I hereby declare under oath that:

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

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

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

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

**FORM RD.B.2      VALID B-BBEE STATUS LEVEL OF CONTRIBUTOR CERTIFICATE**

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

**NOTE:**

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



**FORM RD.B.4 PROMOTION OF LOCAL ENTERPRISES**

The City of Tshwane has mandated the promotion of local enterprises. To comply with this the tenderer must provide proof of the type of business unit and whether the unit resides within the Tshwane and will be scored as follow:

If 80/20 preference point system applies:

	Promotion of local enterprises
<b>No Response (score 0)</b>	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
<b>Satisfactory (score 1)</b>	The tenderer operates a head office or fully staffed office or his sole office outside the boundaries of Gauteng Province. (I.e. no business unit or office resides within the boundaries of Tshwane Metropolitan Municipality)
<b>Good (score 1)</b>	The tenderer's office resides within the boundaries of Gauteng Province. (I.e. no business unit or office resides within the boundaries of Tshwane Metropolitan Municipality)
<b>Very good (score 2)</b>	The tenderer's office resides within the boundaries of the Tshwane Metropolitan Municipality.

Municipal Rates & Taxes not older than three months from tender advertisement date or Valid Lease Agreement should be attached as evidence.

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

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

Person authorized to sign the tender:

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

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

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

**FORM RD.B.5 At least 51% Women owned companies and At least 51% owned companies by Youth**

The City of Tshwane has mandate for the promotion At least 51% Women owned companies and At least 51% owned companies by youth. To comply with this the tenderer must provide Certified copy of Identity Document/s that proof that company is 51% owned by Women or youth

	<b>promotion At least 51% Women owned companies and At least 51% owned companies by youth</b>
<b>No Response (score 0)</b>	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
<b>Good (score 1)</b>	Certified copy of Identity Document/s that proof that company is 51% owned by Women and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
<b>Good (score 1)</b>	Certified copy of Identity Document/s that proof that company is 51% owned by youth and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)

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

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.	
<b><u>Person authorized to sign the tender:</u></b>	
<b>Full name (in BLOCK letters):</b>	_____
<b>Signature:</b>	_____
<b>Date:</b>	_____



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

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

	Promotion of At least 51% owned companies by People with disability
<b>No Response (score 0)</b>	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
<b>Good (score 1)</b>	Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership

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

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

**Person authorized to sign the tender:**

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

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

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

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

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

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

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

Person authorized to sign the tender:

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

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

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

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

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

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

Indicate whether these have been included in the tender:

YES	NO
-----	----

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

YES	NO
-----	----

If so, state particulars

---

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

YES	NO
-----	----

If so, state particulars

---

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

YES	NO
-----	----

If so, state particulars

---

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

YES	NO
-----	----

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

---

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

---

Signature:

---

Date:

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

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

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

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

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

Person authorized to sign the tender:

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

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

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

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

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

(Tick applicable box)

1. Are your company familiar with the OHSA (ACT 85 of 1993) and its Regulations?	<b>YES</b>	<b>NO</b>
2. Who will prepare your company's Health and Safety Plan? Provide a copy of the person/s curriculum vitae/s or company profile.		
3. Do your company have a health and safety policy? If <b>YES</b> provide a copy.	<b>YES</b>	<b>NO</b>
4. How is this policy communicated to your employees? 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? If <b>YES</b> what records are kept?	<b>YES</b>	<b>NO</b>
6. Do your company conduct monthly safety meetings? 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? 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? If <b>YES</b> , indicate who.	<b>YES</b>	<b>NO</b>
9. Do your company have a safety induction training programme in place? If <b>YES</b> , provide a copy.	<b>YES</b>	<b>NO</b>
10. Does your company conduct medical surveillance for its employees?	<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.5 RECORD OF SERVICES PROVIDED TO ORGANS OF STATE

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

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

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

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

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

(Attach additional pages if more space is required.)

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

**FORM RD.C.6 SCHEDULE OF PLANT AND EQUIPMENT**

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

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

(Attach additional pages if more space is required)

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

(Attach additional pages if more space is required)

**FORM RD.C.7 EPWP STAFF FOR LABOUR INTENSIVE CONSTRUCTION WORKS**

The tenderer shall, submit the names of all management, design and supervisory staff that will be employed to design and supervise the labour intensive portion of the works together with satisfactory documentary evidence that such staff members satisfy the eligibility requirements. Refer to **C3.4.1.3.2 Labour Intensive Competencies for Supervisory and Management Staff** in **Part C3: Scope of Work** for the required unit standards (See table on next page).

CATEGORY OF EMPLOYEE	NAME OF EMPLOYEE	LIC NQF LEVEL	LABOUR INTENSIVE SKILLS PROGRAM UNIT STANDARD TITLES	DATE COMPLETED	YEARS EXPERIENCE
Designer  <i>(LIC NQF 7 Required)</i>					
Administrator/ Site supervisor  <i>(LIC NQF 5 Required)</i>					
Site Agent/ Manager  <i>(LIC NQF 5 Required)</i>					
Foreman/ Supervisor  <i>(LIC NQF 4 Required)</i>					

(Attach documentary proof to this page)



### SKILLS PROGRAMME FOR SUPERVISORY AND MANAGEMENT STAFF

Personnel	LIC NQF LEVEL	Unit standard titles	Skills programme description
<b>Foreman/ supervisor</b>	4	Implement labour intensive Construction Systems and Techniques or equivalent QCTO qualification.	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage or equivalent QCTO qualification.	any one of these 3 unit standards or part qualifications must be completed
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services or equivalent QCTO qualification.	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures or equivalent QCTO qualification.	
<b>Site Agent/ Manager</b> (i.e. the contractor's most senior representative that is resident on the site.	5	Manage Labour Intensive Construction Processes or equivalent QCTO qualification.	Skills Programme against this single unit standard or part qualification

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

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

Person authorized to sign the tender:

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

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

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

## FORM RD.C.8 STATUS OF CONCERN SUBMITTING TENDER

### 1. General

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

Public Company

Private Company

Closed Corporation

Partnership

Sole Proprietary

Joint Venture / Consortium

Co-operative

(Mark the appropriate option)


### 2. Information to be provided

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

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

**Note:**

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

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

Yes

☐

No

☐

(Make an X in the appropriate space)

REGISTRATION NO: \_\_\_\_\_

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

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

Person authorized to sign the tender:

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

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

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

**FORM RD.C.9 CLASSIFICATION OF BUSINESS**

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

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

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

YES	NO
-----	----

(Tick appropriate box)

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

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

\_\_\_\_\_

ii. Size or class:

\_\_\_\_\_

iii. Total full-time equivalent of paid employees:

\_\_\_\_\_

iv. Total annual turnover:

\_\_\_\_\_

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

\_\_\_\_\_

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

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

i. A letter from the tenderer's auditor or an affidavit from the South African Police Services confirming the correctness of the abovementioned information,

ii. Company profile indicating the tenderer's staff compliment, and

iii. 3 year financial statement or since their establishment if established during the past 3 years.

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

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

Person authorized to sign the tender:

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

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

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

## SCHEDULE OF SECTORS

SIZE OF CLASS	THE TOTAL FULL-TIME EQUIVALENT OF PAID EMPLOYEES	TOTAL TURNOVER	TOTAL GROSS ASSET VALUE (FIXED PROPERTY EXCLUDED)
<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.10 LETTER OF INTENT TO PROVIDE A PERFORMANCE BOND**

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

Name of Surety (Bank or Insurer)

Address:

Signed:

Name:

Capacity:

On behalf of Tenderer (name of  
tenderer)

Date:

**CONFIRMED BY** Surety's Authorised representative

Signature(s):

Name (print):

Capacity

On behalf of Surety (Bank or Insurer)

Date:

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

**FORM RD.C.11      PROOF OF MUNICIPAL RATES AND TAXES**

1. Attach a certified copy of recent municipal Rates and Taxes statement for the company as well as each Director of the Company to this page.

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

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

Person authorized to sign the tender:

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

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

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

**FORM RD.D.1 RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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

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

Person authorized to sign the tender:

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

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

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



## MANDATORY REQUIREMENTS

6. Qualified Engineering Technician (certified copies of the qualification certificate as well as the curriculum vitae indicating the Engineering Technician's experience and references)
7. Qualified Plumber (certified copies of the qualification certificate as well as the curriculum vitae indicating the Plumber's experience and references)
8. Contractor's Site Agent must have a NQF level 4 for labour intensive Construction.
9. The Safety Officer for the construction works must have an OHS Act (Construction Regulation) qualification to a National Diploma. Qualifications and CV to be attached.
10. Owning or hiring of construction equipment: - TLB (Tractor Loader and Back actor) and Horizontal drilling machine. Lease agreement or ownership documents to be attached.

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:

## **PORTION 2: CONTRACT**

### **PART C1: AGREEMENTS AND CONTRACT DATA**

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## C1.1 FORM OF OFFER AND ACCEPTANCE

STAMP

### OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: WS18 2023/24: TENDER FOR THE WATER METER CONNECTIONS, MAINTENANCE AND RELATED WORKS WITHIN THE BOUNDARIES OF THE CITY OF TSHWANE FOR A THREE-YEAR PERIOD (AS AND WHEN REQUIRED)

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

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

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

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

R

(in figures)

(in words)

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

### FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

## ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

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

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

The Tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

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

NAME:

(in BLOCK letters)

---

CAPACITY:

(of authorized agent)

---

SIGNATURE:

(of authorized agent)

---

SIGNED at

on this

day of

---

WITNESSES:

(Full name in BLOCK letters and signature)

1.

---

2.

---

## SCHEDULE OF DEVIATIONS

### Notes:

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

4.1 Subject: \_\_\_\_\_  
\_\_\_\_\_  
Details: \_\_\_\_\_  
\_\_\_\_\_

4.2 Subject: \_\_\_\_\_  
\_\_\_\_\_  
Details: \_\_\_\_\_  
\_\_\_\_\_

4.3 Subject: \_\_\_\_\_  
\_\_\_\_\_  
Details: \_\_\_\_\_  
\_\_\_\_\_

4.4 Subject: \_\_\_\_\_  
\_\_\_\_\_  
Details: \_\_\_\_\_  
\_\_\_\_\_

4.5 Subject: \_\_\_\_\_  
\_\_\_\_\_  
Details: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

NAME:

(in BLOCK letters)

---

CAPACITY:

(of authorized agent)

---

SIGNATURE:

(of authorized agent)

---

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

WITNESSES:

(Full name in BLOCK letters and signature)

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

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

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

NAME:

(in BLOCK letters)

---

CAPACITY:

(of authorized agent)

---

SIGNATURE:

(of authorized agent)

---

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

WITNESSES:

(Full name in BLOCK letters and signature)

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

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

Contract: WS18 2023-24 TENDER FOR THE WATER METER CONNECTIONS, MAINTENANCE AND RELATED WORKS WITHIN THE BOUNDARIES OF THE CITY OF TSHWANE FOR A THREE-YEAR PERIOD (AS AND WHEN REQUIRED)

Part C1: Agreement and Contract Data

---

## CONFIRMATION OF RECEIPT

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

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

NAME:

(in BLOCK letters)

---

CAPACITY:

(of authorized agent)

---

SIGNATURE:

(of authorized agent)

---

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

WITNESSES:

(Full name in BLOCK letters and signature)

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

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

**C1.2 CONTRACT DATA**

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Contract: WS18 2023-24 TENDER FOR THE WATER METER CONNECTIONS, MAINTENANCE AND RELATED WORKS WITHIN THE BOUNDARIES OF THE CITY OF TSHWANE FOR A THREE-YEAR PERIOD (AS AND WHEN REQUIRED)

Part C1: Agreement and Contract Data

---

#### **C.1.2.1 GENERAL CONDITIONS OF CONTRACT**

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

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

Engineering Contracting Strategies (ECS)

Telephone: 011 803 3008

E-Mail: [admin@ecs.co.za](mailto:admin@ecs.co.za)

Web: [www.ecs.co.za](http://www.ecs.co.za)

OR

Consulting Engineers South Africa (CESA)

Telephone: 011 463 2022

E-Mail: [general@cesa.co.za](mailto:general@cesa.co.za)

Web: [www.cesa.co.za](http://www.cesa.co.za)

OR

South African Institution of Civil Engineering (SAICE)

Telephone: 011 80505947 / 48 / 53

E-Mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za)

Web: [www.saice.org.za](http://www.saice.org.za)

## C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT

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

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
1.1.1	Definitions	<p><b>1.1.1.3 Certificate of Completion</b></p> <p><b>Add</b> the following to the clause:</p> <p><i>Unless specified otherwise in the Contract Data, separate Certificates of Completion will not be issued for portions or phases of the Works.</i></p> <p><b>1.1.1.24 Practical Completion</b></p> <p><b>Add</b> the following to the clause:</p> <p><i>This clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.</i></p> <p><b>Add</b> the following new clause:</p> <p><b>1.1.1.35 Construction Work Permit</b></p> <p><i>Construction Work Permit” means a statutory permit as defined in the Construction Regulations 2014.</i></p>
1.2.1	Delivery of notices	<p><b>Add</b> the following to the clause:</p> <p><b>1.2.1.3</b> <i>Sent by facsimile, electronic or any like communication irrespective of time of transmission;</i></p> <p><b>1.2.1.4</b> <i>posted to the Contractor’s address, and delivered by the postal authorities; or</i></p> <p><b>1.2.1.5</b> <i>delivered by a courier service or messenger and signed for by the recipient or his representative.</i></p>
1.2.3	Authority representatives of	<p><b>Add</b> the following to the clause:</p> <p><b>1.2.3.1</b> <i>The Employer has authorised the <b>Divisional Head: Water and Sanitation - Infrastructure Planning and Implementation</b> to act on his behalf in respect of this Contract, save for such duties or functions:</i></p> <p><b>1.2.3.1.1</b> <i>which other holders of office ex officio execute on behalf of the Employer; or</i></p> <p><b>1.2.3.1.2</b> <i>for which the <b>Divisional Head: Water and Sanitation - Infrastructure Planning and Implementation</b> has no authority and the Employer’s approval is required before execution thereof.</i></p>
2.4.1	Ambiguity or Discrepancy	<p><b>Delete</b> the contents of the clause and insert the following:</p>

		<p><i>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence, listed from highest to lowest priority:</i></p> <ul style="list-style-type: none"> <li><i>a) Form of Offer and Acceptance</i></li> <li><i>b) Contract Data</i></li> <li><i>c) General Conditions of Contract</i></li> <li><i>d) Drawings</i></li> <li><i>e) Scope of Work</i></li> <li><i>f) Standard Specifications</i></li> <li><i>g) Bill of Quantities</i></li> <li><i>h) any other documents forming part of the Contract</i></li> </ul> <p><i>Upon finding any ambiguity in, or discrepancy between, or otherwise any error in the documents, the Contractor shall forthwith advise the Employer's Agent thereof before applying an interpretation in accordance with the above priority. If, after applying the above priority, an ambiguity in, or discrepancy between, or otherwise any remaining error in the documents remains, the Employer's Agent shall provide the necessary clarification or instruction.</i></p>
4.3	Legal Provisions	<p><b>Add</b> the following new sub-clause:</p> <p><b>4.3.3 Wages and conditions of work:</b></p> <ul style="list-style-type: none"> <li><i>i. For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the Bargaining Council for the Civil Engineering Industry Collective Agreement as published from time to time.</i></li> <li><i>ii. The current Ministerial Determination (also downloadable at <a href="http://www.epwp.gov.za">www.epwp.gov.za</a>), Expanded Public works Programs, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice R347, shall apply to the works described in the scope of works as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</i></li> </ul> <p><b>Add</b> the following new sub-clause:</p> <p><b>4.3.4 Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements, and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37(2) of the Act. The Contractor shall sign the Occupational Health and Safety Agreement for Contract Work in the City of Tshwane Metropolitan Municipality included in section C1.5.</b></p> <p><b>Add</b> the following new sub-clause:</p>

		<p>4.3.5 <i>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</i></p>
		<p><b>Add</b> the following new sub-clause:</p> <p>4.3.6 <i>Construction Work Permit</i></p> <p><i>Unless duly exempted or otherwise duly agreed with the Contractor, the Employer shall forthwith, where a Construction Work Permit in terms of Regulation 3(1) of the Construction Regulations 2014 is required to be obtained by the Employer without derogation from the Employer's duties, the Employer or his duly appointed Construction Health and Safety Agent in terms of Regulation 5(6) or otherwise, upon the Construction Work Permit becoming available, issue it to the Employer's Agent, who, in turn, shall forthwith issue it to the Contractor.</i></p> <p><i>Notwithstanding anything stipulated to the contrary in these Conditions, the Contractor shall not be entitled to any claim or extension of time arising from any delay in obtaining a Construction Work Permit which has been duly applied for, unless such delay exceeds 84 consecutive days.</i></p>
5.3.3	Time to instruct the commencement of the works	<b>Replace</b> both periods of "7 days" in Clause 5.3.3 with "14 days".
5.6.1	Programme of works	<p><b>Add</b> the following to the clause:</p> <p><i>The Contractor shall have regard for the phases and sub-phases (if applicable) for the Works, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Scope of Works and/or will be indicated on the Phasing Plan which forms part of the Drawings.</i></p>
5.7.1	Rate of progress	<p><b>Delete</b> the last paragraph of the clause and replace with the following:</p> <p><i>No instruction by the Employer's Agent to the Contractor to improve his rate of progress in this regard will qualify for additional compensation, unless the instruction explicitly states that the Contractor is entitled to additional compensation and cites the amount of such compensation or the basis upon which it is to be determined.</i></p>
5.9.2	Further drawings and instructions	<p><b>Add</b> the following to the clause:</p> <p><i>All instructions shall be in writing</i></p>
6.1	Payment to Contractor	<b>Add</b> the following new sub-clause:

		<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's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the Contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the employer. The Contractors invoices shall not be paid until all pending labour information has been submitted.</i></p> <p><b>Add</b> the following new sub-clause</p> <p>6.1.4 <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>
6.2	Security	<p><b>Add</b> the following new sub-clause:</p> <p>6.2.4 <i>As an alternative to a performance guarantee, the Contractor may deposit with the Employer a cash amount in a sum equal to the amount stated in the Data provided by Employer. All the provisions in respect of the guarantee apply mutatis mutandis to the cash deposit accept that the amount deposited will be repaid to the Contractor within 30 (thirty) days after the issue of the Certificate or Certificates of Completion in respect of the whole of the permanent works.</i></p>
8.6	Insurances	<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 Final Approval Certificate, the following insurances in the name of the Contractor (including all Subcontractors whether nominated or otherwise):</i></p> <p>8.6.1.1 <i>The Employer's insurer will indemnify the Contractor/Sub-contractor against physical loss of or damage to any part of the Property Insured not exceeding the maximum contract value or the final contract value estimated at inception including free issue materials were applicable as stated in the Contract Data:</i></p> <p>a. <i>Whilst in transit including loading and unloading whilst temporarily stored at any premises and route to or from the Contract Site within the Territorial Limits;</i></p>

		<p>b. From the time of unloading, dismantling or preparation at the Contract Site and thereafter until the Property Insured has been officially accepted by the Employer and becomes his responsibility by means of a notice of completion certificate or similar evidence of legal transfer of risk;</p> <p>c. During the contractual defects liability or Maintenance Period which shall not exceed the period reflected in the Schedule but only so far as the Contractors and/or Sub-Contractors may be liable for such loss or damage under the defects liability or maintenance condition/s of the Insured Contract;</p> <p>d. Removal of debris;</p> <p>e. Surrounding property</p> <p>f. Work away;</p> <p>g. Off-site storage</p> <p>h. Temporary repairs;</p> <p>i. Contribution clause – marine;</p> <p>j. Escalation during Contract Period;</p> <p>k. Post loss escalation;</p> <p>l. Automatic reinstatement;</p> <p>m. Principals maintenance;</p> <p>n. Property taken over;</p> <p>o. Beneficial occupation;</p> <p>p. Escalation due to currency fluctuation;</p> <p>q. Manufacturers guarantees</p> <p>8.6.1.2 The Employer's insurer will indemnify the Contractor/Sub-contractor against all sums for which the Contractor/Sub-contractor shall become legally liable towards third party claimants to pay for and in consequence of:</p> <p>a. Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Subcontractor);</p> <p>b. Accidental physical loss or damage to tangible property occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule. The minimum limit of indemnity for any one event is R10-million in respect of contracts with a contract value of up to R50-million (excluding VAT).</p> <p>8.6.2 Insurance premium payable</p> <p>The Employer will pay the insurance premium for the works damage and public liability insurance cover. The insurance premium will be calculated based on the approved Capital Budget per financial year and the insurance premium will be charged out to the relevant departments by the Section: Insurance and Risk Management.</p> <p>8.6.3 Additional insurance by the Employer</p> <p>The Employer shall be free to effect at his own cost any additional insurance, which he deems necessary in own interest to cover loss or damage not insured in terms of the insurance policies of Sub-Clause 8.6.1.1 of this Clause.</p>
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		<p><b>8.6.4 Additional insurance by the Contractor / Subcontractor</b></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>8.6.5 Contractor satisfied with insurance</b></p> <p><i>The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover affected by the Employer.</i></p> <p><b>8.6.6 Contractor to observe conditions</b></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><b>8.6.7 Contractor to insure</b></p> <p><i>The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Final Approval Certificate, the following insurance policies at an insurance company within 14 (fourteen) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Employer's Agent, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</i></p> <ul style="list-style-type: none"> <li><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></li> <li><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></li> <li><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></li> <li><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></li> <li><i>e. Proof must also be submitted that the Contractor complies with the conditions of the following legislation:</i></li> </ul>
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		<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><b>8.6.8</b> <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><b>8.6.9</b> <i>Reporting of incidents</i></p> <p><i>In the event of an occurrence, which is likely to give rise to a claim under the insurance policy affected by the Employer, the Contractor / Subcontractors and Employer's Agent will adhere to the following procedures:</i></p> <ul style="list-style-type: none"> <li>a. <i>In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer's Agent of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.</i></li> <li>b. <i>The Employer's Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Employer's Agent more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Director motivating the reason(s) for the late reporting of the incident, but the Employer's Agent must take note the Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting.</i></li> <li>c. <i>The following documentation must be included with the claim documentation:</i> <ul style="list-style-type: none"> <li>- <i>Photos of damages caused or suffered as proof or substantiation of the claims.</i></li> </ul> </li> <li>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></li> <li>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></li> </ul>
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		<p><b>8.6.10 Reporting of catastrophic incidents</b></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> <ol style="list-style-type: none"> <li><i>In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer's Agent of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.</i></li> <li><i>The Employer's Agent must notify the Section: Insurance and Risk Management on the same day that the Contractor/Sub-contractor has notified the Employer's Agent of the incident.</i></li> <li><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></li> <li><i>The Employer's Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Employer's Agent more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.</i></li> </ol> <p><b>8.6.11 Reporting of crime related incidents</b></p> <p><i>All crime related incidents, losses or shortages irrespective of the value, must be reported within 24 (twenty-four) hours by the person who was involved or who has discovered the incident to the nearest South African Police Services (SAPS) station. The name of the Police Station, Investigation Officer and the Case number must be obtained and stated on the Contractor Claim Form. Should the incident not be reported to the SAPS, the claim will be repudiated.</i></p> <p><b>8.6.12 Claim documentation</b></p> <p><i>The Employer's Agent must obtain all relevant information from the Contractor/Sub-contractor and complete the Contractor Claim Form, included in this report as Annexure B that is available on the Intranet. The project number must be stated on the Contractor Claim Form.</i></p> <p><i>The Employer's Agent must submit with the Contractor Claim Form a detailed cost sheet indicating the estimate of the loss or damage.</i></p>
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		<p><i>Any misrepresentation, misdescription or non-disclosure of material facts, at the option of the insurers, can result in claims submitted being declared null and void.</i></p> <p><b>8.6.13 Authorization of claim forms</b></p> <p><i>It is imperative that a formally delegated official or his nominee of the Employer should authorize the Contractor Claim forms as proof of the appropriate authorization, verification and approval of claims submitted. The Divisional Head must provide an authorization letter to the Section: Insurance and Risk Management stating the names and the specimen signatures of the delegated official or his nominee within 30 (thirty) days from approval of this report by Council. Should the delegated official or his nominee not sign the relevant claim form, the claim will be repudiated as this may lead to inappropriate independent verification of the validity of claims, thereby increasing the risk of insurance fraud and consequent reputation damage to the Employer.</i></p> <p><b>8.6.14 Contractor to pay deductibles</b></p> <p><i>Any claim in terms of the insurance affected by the Employer shall be subject to the Contractor being responsible for the payment of the amount stated in the Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the Certificate of Insurance issued by the Employer's insurer in terms of the Policy.</i></p> <p><b>8.6.15 Settlement of claims</b></p> <p><i>All incidents reported to the Section: Insurance and Risk Management in respect of an occurrence, which is likely to give rise to a claim will be forwarded to the Employer's insurer who will take the necessary actions for the settlement of any such claims.</i></p> <p><i>The Contractor <u>shall negotiate</u> for the settlement of claims with the Employer or the Employer's insurer through the Section: Insurance and Risk Management. The Employer's Chief Financial Officer will authorize all settlements of claims.</i></p> <p><i>Should action for the settlement of any such claim to the satisfaction of the Employer's Agent not be taken by the Contractor/sub-contractor within 30 (thirty) days after receipt of such claim by the Contractor/sub-contractor, the Employer or the Employer's insurer may settle any such claim, after giving the Contractor notice of its intention to do so; provided that no such claim shall be settled by the Employer or the Employer's insurer without first consulting the Contractor/sub-contractor.</i></p> <p><i>The foregoing provisions of this Sub-Clause shall apply mutatis mutandis to any such claim received by the Contractor directly.</i></p>
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### C1.2.3 DATA PROVIDED BY THE EMPLOYER

	Clause	
Name of Employer	1.1.14	City of Tshwane
Address of Divisional Head: Water and Sanitation: Address of Employer	1.2.2	City of Tshwane, Divisional Head: Water and Sanitation, Room C715, 7 <sup>th</sup> floor, Capital Towers North, Madiba Street, Pretoria. Tel: (012) 358-7733.
Name of the Engineer	1.1.15	Brian Sonamzi. Water and Sanitation Division
Address of Engineer	1.2.2	Water and Sanitation, Room B509, 5 <sup>th</sup> floor, Capital Towers North, Madiba Street, Pretoria, Tel: 012 358 8023
Construction Manager	Special Condition 1.1.25	None
Materials Manager	Special Condition 1.1.2	None
Applicable labour laws	4.5	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 Sectorial Determination: Civil Engineering Sector published in the Government Gazette dated 2 March 2001  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
Type of Contract		Rates only
Amount of Guarantee	7	R500 000.00
Time within which Guarantee to be provided	7	14 Days after receipt of Letter of Acceptance.
Duration of Guarantee	7	Until issue of Certificate of Completion.
Payment to labour-intensive component of the works	8.1	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
Time within which Works to be commenced	10.1	14 Days after the Commencement Date.
Programme to be furnished within	12.2	14 Days after the Commencement Date.

	Clause	
Insurance of the Works and public Liability Insurance	Special Condition 35	<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>  Ms. Morongwa Mokoena (Tel: 012 358 1126)  (<a href="mailto:morongwam@tshwane.gov.za">morongwam@tshwane.gov.za</a>)  Mrs Ronett Marlow-Reid (Tel: 012 358 1131)  (<a href="mailto:ronettm@tshwane.gov.za">ronettm@tshwane.gov.za</a>)  Mr Lawrence Matjila (Tel: 012 358 1374)  (<a href="mailto:lawrencem@tshwane.gov.za">lawrencem@tshwane.gov.za</a>)</p>
Responsibility for the payment of deductibles in respect of Insurance of the Works as well as Public Liability Insurance	Special Condition 35	Deductibles are the responsibility of the Employer, excluding for theft for which the Employer and Contractor share equally the responsibility for payment of deductibles.
Construction Plant	Special Condition 35	Contractor to insure. Policy to be approved by Employer.
Special Non-working days	1.6 & 38	Official builder holidays plus statutory public holidays.
Normal working hours	38.1	Monday to Friday, 07:00 to 17:00.
Time for Completion	42.1	36 months
Amount of penalty for failing to complete the whole of the works	43.1	R300.00 per calendar day. R1 000.00 per day when failing to provide a team
Contract Price Adjustment Schedule	46.2	Applicable
Delivery of Contractors Statement	49(1)	Monthly
Percentage advance on material not yet built into the Permanent Works	49.1.5	Not applicable
Percentage retention	49.3	10%
Limit of retention money	49.3	Limited to R600,000.00
Delivery of payment certificate by Engineer to Employer	Special Condition 49.4	7 days
After receipt by Engineer of Contractor's statement, Employer to pay Contractor within:	Special Condition 49.4	30 days
Retention money Guarantee	49.6	Not permitted.
Defects Liability Period	53.1	12 Months.
Cancellation of the Contract by the Employer	Special Condition 55.1.5	14 days
Preferred method for determination of disputes	58.4	Arbitration.
CONTRACT PRICE ADJUSTMENT SCHEDULE	46.2	<p>x = 0.10</p> <p>a = 0.40                      b = 0.15</p> <p>c = 0.30                      d = 0.15</p>

**C1.2.4 DATA PROVIDED BY THE CONTRACTOR**

Clause	Contract Data		
1.2.2	The address of the Contractor is:		
1.8	The name of the Contractor is:		
46.3	The variation in cost of special materials is:		
	Special Material	Method	Price for Base Month

## C1.3 PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

### GUARANTOR DETAILS AND DEFINITIONS

*Guarantor* means: **State Guarantor legal name**

Physical address: **State physical address**

*Employer* means: The City of Tshwane Metropolitan Municipality

*Contractor* means: **State Contractor's legal name**

*Employers Agent* means: **State name of Employer's Agent**

*Works* mean: **State tender reference and description**

*Site* means: **State site and boundaries**

*Contract* means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the *Contract* as may be agreed in writing between the parties.

*Contract Sum* means The accepted amount inclusive of tax of **R ###.##**

Amount in words: **State amount in words**

*Guaranteed Sum* means: The maximum aggregate amount of **R ###.##**

Amount in words: **State amount in words**

Type of Performance Guarantee: **Fixed**

*Expiry Date* means: **Date** or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the *Expiry Date* as indicated here

## CONTRACT DETAILS

*Employer's Agent* issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the *Works* as defined in the *Contract*.

### 1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the *Guarantor's* liability shall be limited during the following periods to diminishing amount of the *Guaranteed Sum* as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the *Contract Sum*:

**R ###.##**

(Amount in words: )

1.1.2 From the day following the day of the said interim payment certificate up to and including the *Expiry Date*, or the date of the issue by the *Employer's Agent* of the Certificate of Completion of the *Works*, whichever occurs first:

**R ###.##**

(Amount in words: )

1.2 The *Employer's Agent* and/or the *Employer* shall advise the *Guarantor* in writing of the date on which the interim certificate certifying, for the first time, more than 50% of the *Contract Sum*, has been issued and the date on which the Certificate of Completion of the *Works* has been issued.

### 2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the *Guarantor's* liability shall be limited to the *Guaranteed Sum*.

2.2 The *Guarantor's* period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the *Expiry Date*, or the date of issue by the *Employer's Agent* of the Certificate of Completion of the *Works*, or the date of payment in full of the *Guaranteed Sum*, whichever occurs first.

2.3 The *Employer's Agent* and/or the *Employer* shall advise the *Guarantor* in writing of the date on which the Certificate of Completion of the *Works* has been issued.

### **3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES**

3.1 The *Guarantor* hereby acknowledges that:

3.1.1 Any reference in this Performance Guarantee to the *Contract* is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

3.1.2 Its obligation under this Performance Guarantee is restricted to payment of the money.

3.2 Subject to the *Guarantor's* maximum liability referred to in 1.1 or 2.1, the *Guarantor* hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

3.2.1 A copy of a first written demand issued by the *Employer* to the *Contractor* stating that payment of a sum certified by the *Employer's Agent* in an Interim or Final Payment Certificate has not been made in terms of the *Contract* and failing such payment within in seven (7) calendar days, the Employer intends to call upon the *Guarantor* to make payment in terms of 3.2.2;

3.2.2 A first written demand issued by the *Employer* to the *Guarantor* at the *Guarantor's* physical address with a copy to the *Contractor* stating that a period of seven (7) days has elapsed since the first written demand in terms 3.2.1 and the sum certified has not been paid;

3.2.3 A copy of the aforesaid payment certificate which entitle the *Employer* to receive payment in terms of the *Contract* of the sum certified in 3.2.

3.3 Subject to the *Guarantor's* maximum liability referred to in 1.1 or 2.1, the *Guarantor* undertakes to pay to the *Employer* the *Guaranteed Sum* or the full outstanding balance upon receipt of a first written demand from the *Employer* to the *Guarantor* at the *Guarantor's* physical address calling up this Performance Guarantee, such demand stating that:

3.3.1 the *Contract* has been terminated due to the *Contractor's* default and that this Performance Guarantee is called up in terms of 3.3; or

3.3.2 a provisional or final sequestration or liquidation court order has been granted against the *Contractor* and that the Performance Guarantee is called up in terms of 3.3; and

3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provision/final sequestration and/or the provisional liquidation court order.

3.4 It is recorded that the aggregate amount of payments required to be made by the *Guarantor* in terms of 3.2 and 3.3 shall not exceed the *Guarantor's* maximum liability in terms of 1.1 or 2.1.

3.5 Where the *Guarantor* has made payment in terms of 3.3, the *Employer* shall upon the date of issue of the Final Payment Certificate submit an expense account to the *Guarantor* showing how all monies received in



terms of this Performance Guarantee have been expended and shall refund to the *Guarantor* any resulting surplus. All monies refunded to the *Guarantor* in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the *Employer's* bank compounded monthly and calculated from the date payment was made by the *Guarantor* to the *Employer* until the date of refund.

- 3.6 Payment by the *Guarantor* in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the *Guarantor*.
- 3.7 Payment by the *Guarantor* in terms of 3.3 will only be made against the return of the original Performance Guarantee by the *Employer*.
- 3.8 The *Employer* shall have the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* may deem fit and the *Guarantor* shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the *Guarantor*.
- 3.9 The *Guarantor* chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the *Guarantor*. The original of this Guarantee shall be returned to the *Guarantor* after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the *Guarantor* hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Contract: WS18 2023/24: TENDER FOR THE WATER METER CONNECTIONS, MAINTENANCE AND RELATED WORK WITHIN THE BOUNDARIES OF THE CITY OF TSHWANE, FOR A THREE-YEAR PERIOD (AS AND WHEN REQUIRED)

Part C1: Agreement and Contract Data

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Witness signatory (1)

Witness signatory (2)

## **ANNEXURE**

List of institutions from which contract /deposit guarantees can be accepted. Other accredited institutions might be considered, subject to the approval of the City of Tshwane, Finance Department.

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

## C1.4 CASH DEPOSIT GUARANTEE

Contract:

Description of Contract:

Employer:

**CITY OF TSHWANE**

Contractor:

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

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

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

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

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

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

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<sup>1</sup> Delete which is not applicable

Contract: WS18 2023/24: TENDER FOR THE WATER METER CONNECTIONS, MAINTENANCE AND RELATED WORKS WITHIN THE BOUNDARIES OF THE CITY OF TSHWANE FOR A THREE-YEAR PERIOD (AS AND WHEN REQUIRED)

Part C1: Agreement and Contract Data

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

NAME:

(in BLOCK letters)

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CAPACITY:

(of authorized agent)

---

SIGNATURE:

(of authorized agent)

---

SIGNED at

---

on this

---

day of

---

WITNESSES:

(Full name in BLOCK letters and signature)

1.

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2.

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## C1.5 HEALTH AND SAFETY AGREEMENT

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

**CITY OF TSHWANE**  
(Hereinafter referred to as the "EMPLOYER")

AND

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

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

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

**WS18 2023/24: TENDER FOR THE WATER METER CONNECTIONS, MAINTENANCE AND RELATED WORKS WITHIN THE BOUNDARIES OF THE CITY OF TSHWANE, FOR A PERIOD OF THREE-YEARS (AS AND WHEN REQUIRED)**

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

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

NOW THEREFORE the parties agree as follows:

- (a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- (b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- (c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.
- (d) The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with the undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect

any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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

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

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

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

WITNESSES:

(Full name in BLOCK letters and signature)

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

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

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

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

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

WITNESSES:

(Full name in BLOCK letters and signature)

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

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

## **C1.6 APPLICATION FOR A PERMIT TO DEPARTMENT OF LABOUR TO DO CONSTRUCTION WORK**

### **Annexure 1**

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

#### **APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK**

This application must be submitted with the following documents:

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

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

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**2. Details of the agent**

(a) Title, Surname and initials:

---

(b) Identity number / Passport number:

---

(c) Registration number with SACPCMP:

---

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

---

(e) Postal address:

---

---

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

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

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

(a) Construction Manager:

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

(b) Construction Health and Safety Officer

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

(c) Construction Health and Safety Officer

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

**6. Exact physical address of the construction and site office**

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

**7. Nature of construction work**

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

**8. Expected commencement date**

\_\_\_\_\_

**9. Expected completion date**

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

**12 Names(s) of contractors appointed**

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

**18. Signature of Client / Client's Agent**

\_\_\_\_\_

**19. Signature of the Principal Contractor**

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

## C1.7 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 at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

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<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 on behalf of the second Party in the presence of

SIGNED by:

Name:

the Adjudicator in the presence of

Witness

Name:

Address:

Witness:

Name

Address:

Witness:

Name:

Address:

Date:

Date:

Date:

#### Contract Data

1	The Adjudicator shall be paid at the hourly rate of R _____ in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R _____. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not <sup>1</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>1</sup> Delete as necessary

Contract: WS18-2023/24: TENNDER FOR THE WATER METER CONNECTIONS, MAINTENANCE AND RELATED WORKS WITHIN THE BOUNDARIES OF THE CITY OF TSHWANE, AS AND WHEN REQUIRED, FOR A THREE-YEAR PERIOD  
Part C2: Pricing Data

**PORTION 2:**            **CONTRACT: WS18-2023/24**

PART C2 PRICING DATA

INDEX

Section	Description	Page No
C2.1	PRICING INSTRUCTIONS.....	C2.1
C2.2	BILL OF QUANTITIES.....	C2.2

## C2.1 PRICING INSTRUCTIONS

### 1. General

1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Bill of Quantities. The Schedule has to be completed in black ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.

1.2 The Bill of Quantities shall be read with all the documents which form part of this Contract.

1.3 The following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work in terms of the Specifications and the Project Specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work at which the tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications, and the Project Specifications, but the quantity of work of which is not measured in any units.

1.4 Reference shall be made to the General and Special Conditions of Contract regarding Provisional and Prime Costs Sums.

### 2. Pay Items

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

2.2 Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the 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 The item numbers appearing in the Bill of Quantities refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the latter case, the item number is prefixed with the letter "B". The same applies to new clauses added to the standard specifications.

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

2.5 **The quantities set out in the Bill of Quantities are the estimated quantities of the works, but the Contractor will be required to undertake whatever quantities that may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.**

2.6 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
m <sup>2</sup> .pass	=	square metre pass	sum	=	lump sum

Part C2: Pricing Data

ha	=	hectare	MN	=	meganewton
m <sup>3</sup>	=	cubic metre	MN.m	=	mega newton-metre
m <sup>3</sup> .km	=	cubic metre-kilometre	PC sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	Per cent
MPa	=	mega pascal	kW	=	kilowatt

### 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 several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 3.2 A price or rate is to be entered against each item in the 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 actually required.
- 3.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.
- 3.5 The tenderer shall not group together a number of items and tender one rate for such group of items.
- 3.6 All rates and sums of money quoted in the Bill of Quantities shall be in rands 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. VAT will be added last on the summary page of the Bill of Quantities.

#### 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. This applies to all changes made in this tender document or to any other additional document that an error is rectified.



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

Item	Description	Unit	Quantities	Rate	Amount
	<b>SERIES 0 : GENERAL</b>				
	<b>SECTION 001 : GENERAL REQUIREMENTS</b>				
	<b>AND CHARGES</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 and Safety plan	Prov. sum	1		
B001.04.02	Provision of a Health and Safety file	month	36		
B001.04.04	Provision of a Safety Officer (full time)	month	36		
001.004.03	Provision of construction supervisors				
001.04.03.02	Full time	month	36		
001.04.05	Health and Safety Training	lump sum	1		
001.04.06	Provision of personal protective clothing and equipment	lump sum	1		
B001.05.01	Provision of CLO (where applicable)	month	36	CoT Level T5	
B001.05.02	Percentage on item B001.05.01 for charges and profit	%			
B001.06.01	Provision of Supervision - Qualified Plumber	month	36	R15 000.00	R540 000 .00
B001.06.02	Percentage on item B001.06.01 for charges and profit	%	R540 000.00	10%	R54 000.00
B001.07.01	Provision of Supervision – Engineering Technician	Per month	36	R19 000.00	R684 000.0
B001.07.02	Percentage on item B001.07.01 for charges and profit	%	R684 000.00	10%	R68 400.00
B001.08	Provision of IMQS (Infrastructure Management and Query System) subscription)	Lump sum	1		
<b>TOTAL CARRIED TO SUMMARY</b>					

SIGNATURE OF PERSON AUTHORISED TO SIGN THE TENDER: .....

DATE. ....

ITEM	DESCRIPTION	UNIT	QUANTITIES	RATE	AMOUNT
<b>SERIES 4: WATER RETICULATION AND WATER MAINS</b>					
	<b>SECTION 402: CONSTRUCTION</b>				
<b>B402.12</b>	<b>RENEWAL OF WATER CONNECTION PIPES (Pipe Diameter)</b>				
	<i>.01 Renewal of Short water meter connection pipes</i>				
	.01 Single 20-40mm diameter	each	2500		
	.02 Single 41-50mm diameter	each	20		
	.03 Single 51-80mm diameter	each	20		
	.04 Single 81-100mm diameter	each	10		
	.05 Single 150mm diameter	each	10		
	.06 Single 200mm diameter	each	5		
	<i>.02 Renewal of Long water meter connection pipes</i>				
	.01 Single 20-40mm diameter	each	2000		
	.02 Single 41 50mm diameter	each	10		
	.03 Single 51-80mm diameter	each	10		
	.04 Single 81-100mm diameter	each	10		
	.05 Single 150mm diameter	each	10		
	.06 Single 200mm diameter	each	5		
<b>B402.13</b>	<b>REPLACEMENT OF STOLEN WATER METERS</b>				
	.01 15-20mm Diameter	each	300		
	.02 25mm Diameter	each	20		
	.03 40mm Diameter	each	20		
<b>B402.14</b>	<b>REPLACING OF WATER METERS</b>				
	<b>(METER SIZES)</b>				
	<i>.01 Replace existing water meter in galvanised standpipe configuration – both standpipes</i>				
	.01 Single 15-20mm diameter	each	50		
	.02 Single 25mm diameter	each	50		
	.03 Single 40mm diameter	each	50		
	.04 Single 50mm diameter	each	100		
	.05 Single 80mm diameter	each	60		
	.06 Single 100mm diameter	each	20		
	.07 Single 150mm diameter	each	10		
<b>TOTAL CARRIED TO SUMMARY</b>					

SIGNATURE OF PERSON AUTHORISED TO SIGN THE TENDER: .....

DATE: .....

ITEM	DESCRIPTION	UNIT	QUANTITIES	UNIT RATE	AMOUNT
	<b>.02 Replace existing water meter in galvanised standpipe configuration – (one standpipe only with shut off valve)</b>				
	.01 Single 15-20mm diameter	each	20		
	.02 Single 25mm diameter	each	10		
	.03 Single 40mm diameter	each	30		
	.04 Single 50mm diameter	each	30		
	.05 Single 80mm diameter	each	30		
	.06 Single 100mm diameter	each	30		
	.07 Single 150mm diameter				
	<b>.03 Replace meter only in galvanised configuration (Meter Size)</b>				
	.01 Single 15-20mm diameter	each	100		
	.02 Single 25mm diameter	each	30		
	.03 Single 40mm diameter	each	500		
	.04 Single 50mm diameter	each	500		
	.05 Single 80mm diameter	each	1000		
	.06 Single 100mm diameter	each	300		
	.07 Single 150mm diameter	each	30		
	<b>.04 Replace existing water meter configuration with pre-plumbed box with meter and fittings</b>	each	25000		
<b>B402.15</b>	<b>WATER METER INSPECTION</b>	each	120 000		
<b>B402.16</b>	<b>TRENCHLESS EXCAVATION – HORIZONTAL DRILLING</b>				
	.01 10-40mm diameter	m	20		
	.02 41-50mm diameter	m	20		
	.03 51-80mm diameter	m	20		
	.04 81-100mm diameter	m	10		
	.05 101-150mm diameter	m	10		
	.06 151-200mm diameter	m	10		
	.07 201-250mm diameter	m	10		
<b>TOTAL CARRIED TO SUMMARY</b>					

SIGNATURE OF PERSON AUTHORISED TO SIGN THE TENDER: .....

DATE: .....

ITEM	DESCRIPTION	UNIT	QUANTITIES	UNIT RATE	AMOUN
<b>B402.17</b>	<b>INSTALLATION OF STRAINERS ON EXISTING METER CONNECTION</b>				
	.01 40mm diameter	each	100		
	.02 50mm diameter	each	100		
	.03 80mm diameter	each	100		
	.04 100mm diameter	each	50		
	.05 150mm diameter	each	10		
<b>B402.18</b>	<b>NEW WATER METER CONNECTIONS</b> <b>(Note: All new connections from 50mm diameter meter will have a Strainer/ Dirt Box)</b>				
	<b>.01 New water meter connection –Short (Galvanised with standpipes and meter)</b>				
	.01 15-20mm diameter	each	80		
	.02 25mm diameter	each	10		
	.03 40mm diameter	each	50		
	.04 50mm diameter	each	100		
	.05 80mm diameter	each	200		
	.06 100mm diameter	each	50		
	.07 150mm diameter	each	20		
	<b>.02 New water meter connection – Long (Galvanised standpipes with meter)</b>				
	.01 15-20mm diameter	each	100		
	.02 25mm diameter	each	20		
	.03 40mm diameter	each	50		
	.04 50mm diameter	each	50		
	.05 80mm diameter	each	50		
	.06 100mm diameter	each	50		
	.07 150mm diameter	each	10		
	<b>.03 New water meter connection – Short (Pre-plumbed box with meter and fittings)</b>				
	.01 Single 15-20mm diameter	each	20 000		
	<b>.04 New water meter connection –Long (Pre-plumbed box with meter and fittings)</b>				
	.01 Single 15-20mm diameter	each	100		
	<b>.05 New water meter connection – Short (Pre-plumbed box with consumer standpipe with ballcock valve)</b>				
	.01 Single 15-20mm diameter	each	50		
<b>TOTAL CARRIED TO SUMMARY</b>					

SIGNATURE OF PERSON AUTHORISED TO SIGN THE TENDER: .....

DATE: .....

ITEM	DESCRIPTION	UNIT	QUANTITIES	UNIT RATE	AMOUNT
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	<b>.06 New water meter connection – Long (Pre-plumbed box with consumer standpipe with ballcock valve)</b>				
	.01 Single 15-20mm diameter	each	50		
<b>B402.19</b>	<b>INSTALLATION OF CONSTRUCTION WATER METERS</b>				
	<b>.01 New water meter connection – Construction or tanker water meters with )</b>				
	.01 40mm diameter	each	20		
	.02 50mm diameter	each	20		
<b>B402.20</b>	<b>RELOCATION OF WATER METER CONNECTIONS</b>				
	<b>.01 Relocating existing water meter configuration to a new position with galvanised stand pipe configuration</b>				
	.01 Single 15-20mm diameter	each	5000		
	.02 Single 25mm diameter	each	10		
	.03 Single 40mm diameter	each	50		
	.04 Single 50mm diameter	each	50		
	.05 Single 80mm diameter	each	20		
	.06 Single 100mm diameter	each	20		
	.07 Single 150mm diameter	each	5		
	<b>.02 Relocating existing water meter configuration to a new position with pre-plumbed box with meter and fittings</b>				
	.01 Single 15-20mm diameter	each	15000		
<b>B402.21</b>	<b>INSTALLATION OF COMMUNICATION PIPES</b>				
	<b>(Pipe Diameter)</b>				
	.01 Single 15-20mm diameter	m	1000		
	.02 Single 25mm diameter	m	500		
	.03 Single 40mm diameter	m	300		
	.04 Single 50mm diameter	m	200		
	.05 Single 80mm diameter	m	200		
	.06 Single 100mm diameter	m	200		
	.07 Single 150mm diameter	m	50		
	.08 Single 200mm diameter	m	50		
<b>B402.22</b>	<b>LOCATION OF PIPES</b>	m <sup>3</sup>	200		
<b>TOTAL CARRIED TO SUMMARY</b>					

SIGNATURE OF PERSON AUTHORISED TO SIGN THE TENDER: .....

DATE: .....

ITEM	DESCRIPTION	UNIT	QUANTITIES	UNIT RATE	AMOUNT
------	-------------	------	------------	-----------	--------

<b>B402.25</b>	<b>REPLACING OF MEASURING ELLEMENTS OF WATER METERS (METERS LARGER THAN 40MM DIAMETER)</b>				
	<i>Replace measuring elements (meter inserts)</i>				
	.01 40mm diameter	each	10		
	.02 50mm diameter	each	10		
	.03 80mm diameter	each	10		
	.04 100mm diameter	each	10		
	.05 150mm diameter	each	10		
<b>B402.26</b>	<b>REMOVE WATER METER AND PLUG SERVICE ON MAIN LINE</b>				
	.01 Single 15-20mm diameter	each	500		
	.02 Single 25mm diameter	each	30		
	.03 Single 40mm diameter	each	30		
	.04 Single 50mm diameter	each	20		
	.05 Single 80mm diameter	each	20		
	.06 Single 100mm diameter	each	10		
	.07 Single 150mm diameter	each	5		
<b>B402.27</b>	<b>COMBINATION OF EXISTING WATER METER CONNECTIONS</b>				
	.01 Single 15-20mm diameter	each	20		
	.02 Single 25mm diameter	each	20		
	.03 Single 40mm diameter	each	20		
	.04 Single 50mm diameter	each	20		
	.05 Single 80mm diameter	each	20		
	.06 Single 100mm diameter	each	10		
	.07 Single 150mm diameter	each	10		
	.08 Single 200mm diameter	each	5		
<b>B402.28</b>	<b>INSTALLATION OF RSV VALVE UPSTREAM OF AN EXISTING WATER METER CONNECTION</b>				
	<b>Install RSV valve upstream of water meter</b>				
	.01 80mm diameter	each	100		
	.02 100mm diameter	each	100		
	.03 150mm diameter	each	20		
	.04 200mm diameter	each	5		
<b>B402.29</b>	<b>UNAUTHORISED / ILLEGAL CONNECTIONS</b>				
	<i>.01 Removal of unauthorised / illegal pipe work connected directly to CoT water reticulation network. (Pipes with nominal diameter)</i>				
	.01 20-25mm diameter	each	200		
	.02 40mm diameter	each	30		
	.03 50mm diameter	each	30		
	.04 80mm diameter	each	20		
	.05 100mm diameter	each	10		
	.06 150mm diameter	each	10		
<b>TOTAL CARRIED TO SUMMARY</b>					

SIGNATURE OF PERSON AUTHORISED TO SIGN THE TENDER: .....

DATE: .....

ITEM	DESCRIPTION	UNIT	QUANTITIES	UNIT RATE	AMOUNT
------	-------------	------	------------	-----------	--------

	<b>.02 Removal of unauthorised / illegal pipe work connected to the connection pipe. (Pipes with nominal diameter)</b>				
	.01 20-25mm diameter	each	50		
	.02 40mm diameter	each	20		
	.03 50mm diameter	each	20		
	<b>.03 Tampered Water Meter (Straight through Remove illegal length of" straight through pipe" and fit meter</b>				
	.01 Single 15-20mm diameter	each	60		
	.02 Single 25-40mm diameter	each	30		
	.03 Single 40mm diameter	each	50		
	.04 Single 50mm diameter	each	50		
	.05 Single 80mm diameter	each	50		
	.06 Single 100mm diameter	each	50		
	.07 Single 150mm diameter	each	5		
	<b>.04 Tampered Water Meter (Mechanism damaged / vandalised) Remove existing meter or cartridge and fit replacement</b>				
	.01 Single 15-20mm diameter	each	60		
	.02 Single 25-40mm diameter	each	30		
	.03 Single 40mm diameter	each	50		
	.04 Single 50mm diameter	each	50		
	.05 Single 80mm diameter	each	50		
	.06 Single 100mm diameter	each	50		
	.07 Single 150mm diameter	each	5		
	<b>.05 Tampered Water Meter (Meter turned around) Re-fit existing meter with the correct flow orientation</b>				
	.01 Single 15-20mm diameter	each	20		
	.02 Single 25-40mm diameter	each	20		
	.03 Single 40mm diameter	each	10		
	.04 Single 50mm diameter	each	5		
	.05 Single 80mm diameter	each	5		
	.06 Single 100mm diameter	each	5		
	.07 Single 150mm diameter	each	5		
<b>B402.30</b>	<b>COLLECTIVE EVIDENCE</b>				
	.01 Taking photos of Unauthorised / illegal connections including administrative function as specified in schedule A	each	100 000		
<b>B402.31</b>	<b>UNFORSEEN SITE VISITS</b>	each	8000		
<b>TOTAL CARRIED TO SUMMARY</b>					

SIGNATURE OF PERSON AUTHORISED TO SIGN THE TENDER: .....

DATE: .....

ITEM	DESCRIPTION	UNIT	QUANTITIES	UNIT RATE	AMOUNT
------	-------------	------	------------	-----------	--------



## Part C2: Pricing Data

SIGNATURE OF PERSON AUTHORISED TO SIGN THE TENDER: .....

DATE: .....

SUMMARY OF BILL OF QUANTITIES – PART B

DESCRIPTION	AMOUNT
<b>SERIES 0: GENREAL</b>	
SECTION 001: General Requirements and Charges	
<b>SERIES 4: WATER RETICULATION AND WATER MAINS</b>	
SECTION 402: Construction	
TOTAL (SECTION 001 + SECTION 402)	
Add 10% of Total Schedule of Quantities for Contingencies	
TENDER AMOUNT EXCLUDING VAT	
15% Value Added Tax	
TENDER AMOUNT INCLUDING VAT	

SIGNATURE OF PERSON AUTHORISED TO SIGN THE TENDER.....

DATE.....

NOTE: The tender will be awarded to two bidders (contractors). The City reserves the right to average the rates of the two prospective bidders. The City reserves the right to allocate the work to the other bidder if one bidder is not performing.

**PART C3: SCOPE OF WORK**

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**C3.1 DESCRIPTION OF THE WORKS**

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### **C3.1.1 Employers objectives**

The employer's objective with this contract is to maintain all existing water meter connections and provide new water meter connections to make sure that all portable water supplied by the employer is metered correctly to give a sustainable income to employer from all water users.

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

The installation of new water meter connections, replacing of unserviceable water meters, moving, and raising of existing water meters, repair of leaking water meters, other water meter maintenance and related work within the boundaries of the City of Tshwane (hereinafter referred to as the employer)

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

- i) New water meter connections
- ii) Replacement of water meters
- iii) Moving of water meters
- iv) Maintenance on water meter connections
- v) Renewal of existing water meter connections
- vi) Pipe and valve replacements
- vii) Repair of leaking water meters
- viii) Removal of illegal water connections

### **C3.1.4 Location of the works**

All seven regions within the City of Tshwane

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

The Regions will be divided into at least 2 sub areas and one contractor will be appointed for each sub area. The appointed contractors will allocate 30% of the work to Tshwane based Sub-Contractors. Work will be performed in these areas as per the Bill of Quantities. The awarding of the contract will not be done for subsections; the adjudication will be based on the combined evaluation of all items on a hypothetical bill with estimated quantities. The allocation of the sub-areas will be done as follows: - a) Region 1 to 3 will be allocated to the first service provider and b) Region 4 to 7 will be allocated to the second service provider. The employer reserves the right to allocate any region to the appointed service provider(s)

Contract: WS18 2023-24 TENDER FOR THE WATER METER CONNECTIONS, MAINTENANCE AND RELATED WORKS WITHIN THE BOUNDARIES OF THE CITY OF TSHWANE FOR A THREE-YEAR PERIOD (AS AND WHEN REQUIRED)

Part C3: Scope of Work

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**C3.2 ENGINEERING**

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### C3.2.1 Employer's design

The works to be done are in accordance with the Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005.

### C3.2.2 Drawings

#### LIST OF DRAWINGS

Drawing No	Description
B402.12	Renewal of water meter connection pipes
B402.12.01	Renewal of short water meter connection pipes
B402.12.02	Renewal of long water meter connection pipes
B402.14.01	Replace existing water meter configuration in galvanized standpipes configuration (Both standpipes)
B402.14.02	Replace existing meter configuration with galvanized standpipes configuration (One standpipe)
B402.14.03	Replace meter only in galvanized configuration
B402.14.04/1 B402.14.04/2	Replace existing meter configuration with pre-plumbed box with meter and fittings
B402.18	New water meter connection :Installation of Strainer -
B402.18.01	New water meter connection - Short (Galvanized standpipes with meter)
B402.18.02	New water meter connection - Long (Galvanized standpipes with meter)
B402.18.03	New water meter connection - Short (pre-plumbed box with meter and fittings)
B402.18.04	New water meter connection - Long (pre-plumbed box with meter and fittings)
B402.18.05	New water meter connection - Short (pre-plumbed box with meter and fittings with consumer standpipe with ball cock valve)
B402.18.06	New water meter connection- Long (pre-plumbed box with meter and fittings with consumer standpipe with ball cock valve)
B402.19.01	New water meter connection- Construction/tanker water meter
B402.20.01	Relocating existing meter configuration to a new position with galvanized standpipe configuration
B402.20.02/1	Relocating existing meter configuration to a new position with pre-plumbed box with meter and fittings
B402.20.02/2	Relocating existing meter configuration to a new position
B402.20.02/3	Relocating existing meter configuration to a new position
B402.26	Remove water meter and plug service on main line
B402.27	Combination of existing water meter connections: (Fire and Domestic)
8858-W-5	Typical standpipe for 40mmø, 50mmø, 100mmø & 150mmø,200mmø water connection with strainer

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### **C3.3.1 Preferential procurement procedures**

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

#### **C3.3.1.1 Requirements**

##### **C3.3.1.1.1 Employment of unskilled and semi-skilled labour in Labour Intensive Construction works.**

###### **1. Requirements for the sourcing and engagement of labour**

1.1 Unskilled and semi-skilled labour 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.

1.2 The EPWP Ministerial Determination, as revised from time to time, sets out a minimum wage and minimum conditions of employment and Contractors must comply with its requirements.

###### **1.3 Tasks by the Contractor must be such that:**

- (a) the average worker completes 5 tasks per week in 40 hours or less; and
- (b) the weakest worker completes 5 tasks per week in 55 hours or less.

1.4 The Contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.3.

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

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

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

- (a) 55% women;
- (b) 55% youth who are between the ages of 16 and 35; and
- (c) 2% persons with disabilities.

##### **C3.3.1.1.2 Appointment of Community Liaison Officer**

Due to the as and when nature of the project and short durations working within the wards, it will be impractical to employ a CLO for the individual work packages in the various regions for the full duration of the project. It will be the contractor's responsibility to facilitate the procurement of casual labour together with the regional Managers offices and related ward councillors.

For the installation of water meters on Housing Projects only, the appointment of a CLO will be done on the following conditions.

1. A community liaison officer (CLO) will be appointed from the local community. The liaison office will, amongst other duties, be responsible for the liaison with the beneficiary community.
2. Provision for the payment of the CLO has been made in the Pricing Data.

3. The successful tenderer shall enter into an agreement with the Ward Councillor/Ward Committee whereby the Ward Councillor shall provide to the Contractor with a Community Liaison Officer (CLO) for liaison with the recipient community.
4. The CLO shall attend all site and other meetings concerning the work package.
5. The agreement shall make provision for the payment by the Contractor to the CLO a maximum amount calculated as follows:  
  
Wage per month = CoT's minimum T5-level monthly notch (prior to deductions)
6. Only one CLO shall be appointed per work package. If the work package spans over more than one Ward, the relevant Ward Councillors shall agree on one CLO to be appointed by the Contractor. Should no agreement be found as envisaged, the relevant Project Manager together with the Executive Director: Integrated Community Development, or their nominees, will interview prospective appointees and in their discretion appoint such CLO.
7. Notwithstanding the above, if the vastness of the work package requires the use of more than one CLO, this will be permitted provided that the total monthly sum paid to all CLO's shall not exceed the amount allowed for as set out above.
8. 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.
9. The main Contractor shall ensure that any Sub-Contractor he may appoint shall adhere to these conditions but also subject to the provisos applicable to the duration of such sub-contract.
10. 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.

C3.3.1.2 Resource standard pertaining to targeted procurement.

The Contractor shall deliver the following deliverables in terms of the relevant SANS 1914 and the associated specification data:

C3.3.1.2.1 Provide business opportunities for targeted enterprises in terms of **SANS 1914-4**

**1. General**

Targeted enterprises shall be engaged in the performance of the contract in accordance with the requirements of SANS 1914-4 as amended in 2

**2. Amendments to SANS 1914-4**

**2.1** Replace the existing definitions with the following:

**contract participation goal (CPG)**

value of supplies, services and works for which the contractor contracts targeted enterprises exclusive of any value added tax or sales tax which the law requires the employer to pay to the contractor, expressed as a percentage of the contract amount associated with the targeting strategy that is identified in the specification data

**2.2** Add the following definitions:

**contract amount**

**1) targeting strategy A**

financial value of the contract at the time of the award of the contract, exclusive of all allowances and any value added tax or sales tax which the law requires the employer to pay to the contractor

**2) targeting strategy B**

financial value of the contract upon completion of all contractual obligations, exclusive of any value added tax or sales tax which the law requires the employer to pay to the contractor

**targeting strategy A**

a strategy which:

- a) links the granting of a preference by the employer in the evaluation of tender offers in return for the tendering of a contract participation goal or an undertaking to attain a specified contract participation goal at the time that tenders are evaluated; or
- b) requires a contractor to achieve a minimum specified goal in the performance of a contract; or
- c) involves both a) and b)

**targeting strategy B**

a strategy which:

- a) links the payment of an incentive bonus to a contractor for the attainment of a specified contract participation goal; or
- b) requires the contractor to record and report on the quantum of work generated for targeted labour

**2.3 Replace clauses 3.11 and 3.12 with the following:**

**3.1.1** The contractor shall engage targeted enterprises directly or indirectly in the performance of the contract to the extent that the total monetary value of such engagements exclusive of any value added tax or sales tax required by law, is sufficient to achieve the contract participation goal provided for in the specification data.

**3.1.2** The contractor shall, in the case of targeting strategy A, submit details of his plan to achieve the contract participation goal to the employer's representative on the contract participation goal implementation plan form contained in annex C, within five working days of being instructed to do so. If no such instructions are given, these plans shall be submitted before the submission of the first claim for payment.

**2.4 Replace 3.2.2 with the following:**

**3.2.2** Contractors shall submit completed targeted enterprise declaration affidavits and, where targeting strategy A applies, letters of undertaking to act as sub-consultants, subcontractors suppliers, manufacturers or service providers (see annex D), in respect of each and every targeted enterprise and targeted partner whose contribution shall be counted towards the contract participation goal. These documents shall, unless otherwise stated in the specification data, be submitted to the employer's representative before the submission of the first claim for payment.

**2.5 Replace 4.1 with the following:**

**4.1** The contractor shall enter into written contractual agreements with all the targeted enterprises and targeted partners cited in the contract participation goal implementation plan and shall, as soon as is practicable, furnish the employer's representative with copies of such

agreements and the written acceptances thereof. The contract to be performed by the targeted enterprises and targeted partners shall, in the case of targeting strategy A, thereafter neither be reduced in scope, nor terminated without the prior written approval of the employer's representative, which shall not be unreasonably withheld or delayed.

2.6 Replace 4.2.1 with the following:

**4.2.1** Where targeting strategy A applies and in the event that, through no fault of the contractor, a contracted targeted enterprise is found to be:

- a) unable to perform, or to perform on time;
- b) unable to produce acceptable work;
- c) unwilling to perform work required; or
- d) not fit to perform the service;

the contractor shall notify the employer's representative of the apparent necessity to reduce or terminate such a targeted enterprise's contract, citing the reasons therefor.

2.7 Replace 4.3 with the following:

Where, in the case of targeting strategy A, an enterprise under contract was initially considered to be a targeted enterprise but is later discovered not to be so, or is found not to be creditable towards contract participation goals, the employer may consider a partial waiver of the contractor's obligations towards the achievement of the contract participation goal in respect of such a targeted enterprise, should the contractor satisfactorily demonstrate that he was justified in believing the enterprise to be a targeted enterprise and that eligibility standards were not violated.

2.8 Replace 6 with the following:

In the event that, and where targeting strategy A applies, the contractor fails to substantiate that any failure to achieve the contract participation goal was due to

- a) quantitative underruns,
- b) the elimination of items contracted to targeted enterprises, or
- c) any other reason beyond the contractor's control which may be acceptable to the employer,

the sanctions provided for in the contract shall apply.

2.9 Delete "net amount" in definitions and replace "net amount" with "contract amount" wherever it appears in the text.

Clause	Specification Data
--------	--------------------

**The specification data associated with SANS 1914-5 is as follows**

2.7	The employers representative is:	A Regional representative to be confirmed with each work order.
	Target area:	
	<b>Target Area 1</b>	The ward/wards in which the work package is to be performed
	<b>Target Area 2</b>	The ward/wards directly adjoining the ward/wards in which the work package is to be performed.
	<b>Target Area 3</b>	The region within which the ward/wards in which the work package is to be performed resides
	<b>Target Area 4</b>	The Tshwane Municipal area

2.17	Targeted enterprise is	Will be specified for each work package.
	The targeting strategy is	Strategy A b)
	The contract participation goal is	The min. goal is 10% and the maximum goal is 20% (The combined goal for the contract will not be less than 30%)
	The contract participation goal may only be achieved by subcontracting work to one or more targeted enterprises to perform commercially useful functions in the performance of the contract.	
2.9	The following weightings shall apply:	
	Target Area 1	1.2
	Target Area 2	1.0
	Target Area 3	0.8
	Target Area 4	0.6
6	Sanctions	In the event that the Contractor fails to substantiate that any failure to achieve the Contract Participation Goal relating to the granting of preference was due to quantity under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay the Employer a financial penalty in the following manner:

$$P = 0.15 \times \frac{(D - D_o)}{100} \times N_A$$

Where

- $D$  = required Contract Participation Goal percentage
- $D_o$  = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the work package
- $N_A$  = Net Amount
- $P$  = Rand value of penalty payable

#### C3.3.1.2.2 Employment of unskilled and semi-skilled labour in Labour Intensive Construction works in terms of SANS 1914-5

##### 1. General

Targeted labour shall be engaged in the performance of the contract in accordance with the requirements of SANS 1914-5 as mended in 2

##### 2. Amendments pertaining to SANS 1914-5

2.1 Replace the existing definitions with the following:

**contract participation goal (CPG)**

amount equal to the sum of the wages and allowances for which the contractor contracts to engage targeted labour exclusive of any value added tax or sales tax required by law, expressed as a percentage of the contract amount associated with the targeting strategy that is defined in the specification data

**targeted labour:** Unemployed persons who are employed as local labour on a work package.

2.2 Add the following definitions:

**contract amount**

**1) targeting strategy A**

financial value of the contract at the time of the award of the contract, exclusive of all allowances and any value added tax or sales tax which the law requires the employer to pay to the contractor

**2) targeting strategy B**

financial value of the contract upon completion of all contractual obligations, exclusive of any value added tax or sales tax which the law requires the employer to pay to the contractor

**targeting strategy A**

a strategy which:

- a) links the granting of a preference by the employer in the evaluation of tender offers in return for the tendering of a contract participation goal or an undertaking to attain a specified contract participation goal at the time that tenders are evaluated; or
- b) requires a contractor to achieve a minimum specified goal in the performance of a contract; or
- c) involves both a) and b)

**targeting strategy B**

a strategy which:

- a) links the payment of an incentive bonus to a contractor for the attainment of a specified contract participation goal; or
- b) requires the contractor to record and report on the quantum of work generated for targeted labour

2.3 Terms and conditions for the engagement of targeted labour

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

2.4 The schedule referred to in Clause 5.2 of SANS 1914-5 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of formal training provided to targeted labour.

2.5 Replace 6 with the following:

In the event that, and where targeting strategy A applies, the contractor fails to substantiate that any failure to achieve the contract participation goal was due to

- a) quantitative underruns,
  - b) the elimination of items contracted to targeted enterprises, or
  - c) any other reason beyond the contractor's control which may be acceptable to the employer,
- the sanctions provided for in the contract shall apply.

### 3. Training of targeted labour

- 3.1 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.
- 3.2 The cost of the formal training of targeted labour must be included on the total of the Prices.
- 3.3 The Contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
- 3.4 An allowance equal to 100 % of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 3.3 above.
- 3.5 Proof of compliance with the requirements of 3.2 to 3.4 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

### Clause Specification Data

#### The specification data associated with SANS 1914-1 is as follows

2.5	The employers representative is:	To be confirmed with each work order.
	Target area:	
	<b>Target Area 1</b>	The ward/wards in which the work package is to be performed
	<b>Target Area 2</b>	The ward/wards directly adjoining the ward/wards in which the work package is to be performed.
	<b>Target Area 3</b>	The region within which the ward/wards in which the work package is to be performed resides
	<b>Target Area 4</b>	The Tshwane Municipal area
2.2	The contract participation goal is	The min. goal is 10% and the maximum goal is 15% (The combined goal for the contract will not be less than 30%)
2.8	Targeted labour means	Unemployed persons who are employed as local labour on the work package
	The targeting strategy is	Strategy A b)
2.9	The following weightings shall apply:	
	<b>Target Area 1</b>	1.2
	<b>Target Area 2</b>	1.0
	<b>Target Area 3</b>	0.8

	<b>Target Area 4</b>	0.6	
6	<b>Sanctions</b>	<p>In the event that the Contractor fails to substantiate that any failure to achieve the Contract Participation Goal relating to the granting of preference was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay the Employer a financial penalty in the following manner:</p> $P = 0.15 \times \frac{(D - D_o)}{100} \times N_A$ <p>Where</p> <p><math>D</math> = required Contract Participation Goal percentage</p> <p><math>D_o</math> = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the work package</p> <p><math>N_A</math> = Net Amount</p> <p><math>P</math> = Rand value of penalty payable</p>	
<b>C3.3.2</b>	<b>Subcontracting</b>		
C3.3.2.1	Scope of mandatory subcontract works		
	<p>The contractor is to identify and present to the Engineer the works to be subcontracted. The following shall be subcontracted to the local subcontractors:</p> <ul style="list-style-type: none"> <li>• All water meter replacements, i.e., damaged, dirty dials, leaking water meters etc.</li> <li>• Moving of water meters</li> <li>• New water meter connections</li> <li>• Service renewals</li> <li>• Water meter upgrades</li> <li>• Removal of illegal connections</li> </ul>		
C3.3.2.2	Preferred subcontractors/suppliers		
	<p>Preferencing of subcontractors will be determined within each work package.</p>		
C3.3.2.3	Subcontracting procedures		
C3.3.2.3.1	<p>The contractor shall advertise and call for competitive tenders in accordance with the requirements stated in the specification data in respect of each portion of the works that are required to be subcontracted in terms of C3.3.2.1 in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the standard form of contract identified in the specification data, with minimal project specific variations and amendments that do not change their intended usage.</p>		
C3.3.2.3.2	<p>The contractor shall evaluate the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of Standard for Uniformity in Construction Procurement. The</p>		



evaluation panel shall comprise equal representatives from the contractor and the steering committee for the ward/s on which the work package will impact.

C3.3.2.3.3 The contractor shall without delay enter into a written contract with the successful tendering subcontractor based on their accepted tender submission.

C3.3.2.3.4 The contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

## C3.4 CONSTRUCTION

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### **C3.4.1 Works specifications**

#### **C3.4.1.1 Applicable standards**

The applicable Standard Specifications shall be the document **Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005**, issued by the Employer.

Tenderers, Contractors, and Subcontractors shall obtain their own copies of the document **Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005**, for tendering purposes and for use for the duration of the Contract from the Procurement Advice Centre, Tshwane House, 320 Madiba Street, Pretoria, 0002 and shall bear all expenses in this regard. Also, freely available in electronic (pdf) format at:

[http://www.tshwane.gov.za/documents/tenders/CTMM\\_Civil\\_Specification\\_2005.zip](http://www.tshwane.gov.za/documents/tenders/CTMM_Civil_Specification_2005.zip)

The **Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005** have been written to cover all types of municipal civil engineering works and it may therefore cover work not applicable to this contract.

#### **C3.4.1.2 Applicable national and international standards**

- Any labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5; and
- Risk Management shall be according to SANS 31000:2009.

#### **C3.4.1.3 Contractor's experience**

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

A comprehensive operational plan needs to be submitted with the tender which clearly indicates the existing resource which can be utilized to execute the work successfully. The following points needs to be included in the operational plan: Infrastructure, equipment, labour. Please indicate if equipment will be hired or own equipment will be used.

The minimum requirements for this tender are as follows: -

- Mechanical compactors
- An office within the City of Tshwane Municipal boundary with all necessary equipment
- A qualified Plumber with a minimum of 5 years' experience
- A qualified Engineering Technician with a minimum of 3 years' experience
- A computer literate person to operate the program supplied by the employer.
- Administrative person
- Fax machine
- Pentium 4 Computer
- Office telephone
- Safety officer (part time)
- Grinders
- LDV type vehicles
- TLB's
- Diamond cutters
- Under pressure drilling machines of up to 100mm diameter
- All necessary equipment and tools to execute the work.
- A storage for material and equipment.

The employer may require inspecting the abovementioned items.

#### C3.4.1.4 Labour intensive competencies for supervisory and management staff

Established contractors shall only engage supervisory and management staff in labour intensive works that have either completed, or for the period 1 April 2004 to 30 June 2005, is registered for training towards, the skills programme outlined in Table 1.

Emerging contractors shall have personally completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for the NQF level 2-unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or for the period 1 April to 2004 to 30 June 2005 be registered on a skills programme for, the NQF level 2-unit standards or NQF level 4-unit standards.

TABLE 1: Skills Programme for Supervisory and Management Staff

Personnel	NQF level	Unit standard titles	Skills programme description
Foreman/ supervisor	4	Implement labour intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent/ Manager (i.e., the contractor's most senior representative that is resident on the site.	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

#### C3.4.1.5 Quality Management and Penalties

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

##### C3.4.1.5.1 Construction program

The Contractor shall after the acceptance of the work package provide the Employer with a program of the estimated numbers of tasks to be completed on daily or monthly basis. No work shall commence without permission and an approved program.

#### C3.4.1.5.2 Monthly records

The contractor shall provide the Employer with the number of tasks completed and submitted to the employer for that particular month as well as the number of tasks not completed (with reasons why such tasks were not completed as per the target dates. (Information such as dates, location, quantities, detailed sketches if needed, labour and staff records, construction equipment and before and after digital photographs of the work activities.)

#### C3.4.1.5.3 Quality Management and Payment

The appointed Engineering Technician and Qualified Plumber will be responsible for the quality management to inspect and approve all completed job cards as soon as they are completed by the contractor's teams and report of any non-compliant defects or any poor workmanship for immediate remedial measures before the works orders are submitted to the employer for capturing.

Payment certificates will not be accepted or reviewed without the following supporting documents; signed job cards, photographs of all new water meter connections (indicating the meter number, 2 x side view photos of the meter).

### C3.4.2 NON-PERFORMANCE - PENALTIES

All water meter replacements, relocating and/or raising of water meter connections that are not completed within 14 (fourteen) working days require a written explanation (on the works order/job card) to the Engineer for non-completion. If this explanation is not acceptable to the Engineer, a penalty of **R 300.00** per day will be charged and the Contractor will still have to fulfil his obligation and complete the work.

C3.4.2.1 Deviation from specifications. A penalty of **R 500.00** will be charged for each instance where the Contractor deviates from this Specifications, such as "looping" of pipes, bad workmanship, unacceptable pipe types, materials or classes, unauthorized or forced entry to a premises, untidy sites, for executing work not specified on the job card, such as the unnecessary moving of water meters, material not conforming to the Specifications, for not cutting paved areas prior to excavations as stipulated in the specifications, for not reporting any damaged services and for not reporting concrete or tar patches.

C3.4.2.2 In accordance with the latest and current published "Determination of charges payable to the employer for the supply of water", a penalty equivalent to the charges payable for water loss owing to damage to the Cot's water pipe system and/or installation and repair charges of damage to Cot's water pipe system and/or installation by other people will be applied if the Contractor or his employees cause damage and/or leakage occurs due to their workmanship.

C3.4.2.3 In the case of a stolen water meter a task will be issued between 7:00 and 14:30 to the Contractor. If the Contractor does not replace the stolen meter in the prescribed reaction time of three hours of notification a **R 300.00** fine will be levied.

C3.4.2.4 For any water losses to the public or households due to poor workmanship by the contractor. An amount equivalent to the consumption claimed by the consumer will be deducted from the payment certificate(s).

C3.4.2.5 When job cards submitted to the employer are returned to the contractor for the provision of further information required to finalise the job card(s) are not returned to the employer within 5 working days from date of return of job card, a penalty of **R100.00 per day/job card** will be applied.

C3.4.2.6 If the contractor has damaged concrete paving, brick paving or chambers, such information including the measurements shall be written on the job card after completion of the works for repairs to be done by the employer. Failure to provide such information a penalty of **R300.00** will be applied per job card.

C3.4.2.7 A penalty of **R500.00** per reported incident will be applied if the contractor has been found to have ignored the requirements of the applicable OHS Act.

**C3.4.2.8 The following penalties will apply for water loss due to damages on Municipal water pipe system and or installations.**

C3.4.2.8.1 **R710.00** for pipes with a diameter of 12 – 40mm

C3.4.2.8.2 **R1620.00** for pipes with a diameter of 50 – 90mm

C3.4.2.8.3 **R7290.00** for pipes with a diameter of 100 – 225mm

**C3.4.2.9 The following penalties will apply for repairs done by Cot to damaged water pipe systems and or installations by the contractor.**

C3.4.2.9.1 **R1500.00** for pipes with a diameter of 12 – 40mm

C3.4.2.9.2 **R2200.00** for pipes with a diameter of 50 – 90mm

C3.4.2.9.3 **R3300.00** for pipes with a diameter of 100 – 225mm

**Note:** If the Contractor or his employees are found to have deliberately transgressed the specifications or reconnected a consumer to the employer's water network without any instruction from the Engineer, the employer reserves the right to terminate the Contractor's contract within 24 hours' notice and any retention money will be forfeited. The Contractor's guarantee will be used to appoint another Contractor.

**C3.4.3 Supply of Materials by the employer**

C3.4.3.1 Details of materials to be supplied by the employer

The Contractor is required to provide all materials necessary for the construction of the Works.

**C3.4.4 Materials**

C3.4.4.1 General

All materials supplied shall be to SANS or JASWIC and the General Manager's applicable specification as amended or where no such specification exists, to the approval of the Engineer. Specifications not contained in the document may be examined by arrangement at the Water and Sanitation Division.

Other than the water meters, meter couplings, washers, locking devices and meter boxes the Contractor is required to provide all material necessary for the execution of the work. No claims will be accepted after delivery of the tender for material not included in the tender rate. The Contractor shall transport, protect, and ensure the safe handling of goods to the site without unnecessary handling and rough treatment.

In all cases where the diameter of the reticulation pipe is 160mm and larger, the employer will supply the Contractor with a "tee with fittings" where necessary. Sizes less than 160mm are the responsibility of the contractor.

Provision should be made in the tender rate to extend the communication pipes (as indicated on the drawings) in those cases where it stops short of the connection point of the water meter.

#### C3.4.4.2 Steel Pipes

All medium galvanized pipes under the natural ground level must be wrapped with Denso tape and covered with PVC outer wrap. All steel pipes or specials that are not galvanized or that do not have suitable corrosion protection shall be painted internally and externally with sigma guard CSF575 or similar, in accordance with the manufacturer's specifications. These costs must be provided for in the tender rate.

#### C3.4.4.3 Storage of materials

All materials shall be stored in storage areas which shall be agreed by the Engineer and shall be fenced with 1,8 m high chain link fencing and a lockable gate.

#### C3.4.5 Schedule of Quantities

The Schedule of Quantities include, as far as can be determined, every class of operation, construction, and material which the Contractor is likely to be called upon to perform or supply. All measurements shall be nett, and no allowance will be made for cutting, waste, laps, etc. Should there be any doubt or obscurity as to the meaning of any particular item, the Tenderer must obtain an explanation of such item from the Engineer prior to submitting his tender. No claims for extras arising from any doubt or obscurity will be admitted after delivery of the tender.

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

All items must be priced to evaluate the tender, if an item is not priced the tender will be considered as an incomplete tender.

**This is a rate only tender, quantities indicated in the bill of quantities are estimated quantities for evaluation purposes only. The Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time.**

**The successful Tenderer shall however be bound to renew whatever quantities the Municipality may actually require during the period of the contract irrespective of the extent to which the total as set out in the Schedule of Quantities may be in excess or below the estimated quantities scheduled.**

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

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

**In cases where any unit price is considered to be too high, or too low such price may be of sufficient importance to warrant rejection of the tender. No cross- subsidizing of items will be allowed.**

#### C3.4.6 CONSTRUCTION ISSUES

##### C3.4.6.1 Size of water connection

The size of a water connection refers to the size of the water meter used, which shall be connected to the next largest nominal pipe size, for example an 80mm diameter water meter will be fitted to a

100mm diameter pipe. Refer to clause B402.18 for additional information on new water meter connections.

Unless otherwise indicated, the Contractor shall install a 1,5m long pipe on the downstream side of all new water meter connections. The diameter of the extension pipe shall be the next largest nominal pipe size see drawings for detail. This cost shall be included in the tender rate for the applicable pay items.

#### C3.4.6.2 Water Meters

##### C3.4.6.2.1 New water meter connections (including construction and township connections)

The preferred method for installing a communication pipe to the main supply will be under pressure drilling without closing the main water supply. The contractor should have a minimum of three (3) drilling machines. Approved saddles or T- pieces shall be used for communication pipes. Where the main supply reticulation pipe has a nominal diameter of 75mm, the maximum diameter for communication pipes off approved saddles may not exceed 40mm nominal diameter. The Contractor shall install the water meters on the street reserve boundary parallel to existing boundaries or as instructed by the Engineer. Installations will be in accordance with the enclosed drawings, which include a 1,5m length of downstream pipe of similar diameter and material of standpipe or communication pipe (unless otherwise specified) with plugged end.

**After completing the connection, the Contractor must ensure water of sufficient quantity and pressure is supplied downstream of the water meter and that no blockages exist.**

Should there be no water or the pressure at the meter is lower than system pressure, the connection pipe up to the existing main must be exposed and investigated. If the problem cannot be solved by the Contractor, the excavation must be left open but protected as stipulated previously and the Engineer must be notified. No extra payment will be made for the opening and closing of these trenches. Should the existing communication pipes not be found, a new communication pipe must be installed and connected to the main reticulation with an approved saddle. No extra payment will be made for connecting to the main water pipeline. Rates for connections, whether drilling under pressure is involved or not, must be included in the tender rate.

The hole drilled into the reticulation main shall at least be equal to the internal diameter of the communication pipe. If this is not done properly, penalties will be enforced.

##### C3.4.6.2.2 Replacing of existing water meters connections.

The Contractor is responsible for reconnecting the new water meter to the internal water network of the consumer after an existing water meter is being replaced or moved. No “looping” of pipe work shall be allowed and in all cases the pipe work shall follow the shortest route perpendicular to the erf boundary.

The Contractor shall return all used water meters with their tailpieces or flanges to the Central Depot unless otherwise instructed by the Engineer.

##### C3.4.6.2.3 Replacing of stolen water meters.

The Contractor is responsible to replace stolen water meters reported to him between 07:00 and 14:30 on normal working days unless otherwise instructed by the Engineer. **A three-hour turnaround time is applicable with stolen meters.**

##### C3.4.6.2.4 Work on pressurized water mains

The employer shall not be responsible for any additional costs nor delays incurred because of inaccuracies in information regarding the existing water reticulation system or malfunctioning of elements of the system.



If the Contractor closes any valves on the reticulation mains when disconnecting or connecting a consumer, he must ensure that these valves have been properly opened on completion of the work. The Contractor must ensure that all other consumers still have water after the completion of the work. If the Contractor damages any valve, he shall be responsible for any costs involved to repair or replace the valve by the employer.

Prior to closing of any valves and unless otherwise arranged by the Engineer, the relevant Water Supply Depot and Reporting Centre shall be notified as to the extent of the areas affected by the closure and the approximate time duration of the work.

**C3.4.6.2.5** Finishing and Tidying

Progressive and systematic finishing and tidying will form an essential part of this contract. Under no circumstances shall spoil, rubble, material, equipment, or unfinished operations be allowed, and in the event of this occurring, the Engineer shall have the right to apply penalties.

**C3.4.6.2.6** Unnecessary site visit and/or inspections

Unnecessary site visits by the Contractor will not be compensated for, unless the information supplied to him by the employer regarding the property is incorrect.

The Contractor shall not be allowed to book an unforeseen site visit together with any of the other pay items.

**Duplication of work at a specific address within a six-month period must not be performed unless clarified with the Engineer.**

**C3.4.6.2.7** Standing time

It is impossible to supply a constant flow of tasks.

No payment will be made for standing time due to non-issuing of instructions, or for any reason whatsoever.

**C3.4.6.2.8** Advertisements in the media and warnings to consumers

The Contractor must arrange with the Engineer for notifying the public of any extensive shut down of the water supply. Planned interruptions of the water supply shall only be permitted between 09:00 and 15:00 unless otherwise authorized in writing by the Engineer.

**C3.4.6.2.8** Damage to any other services

The Contractor will be held liable and responsible for damage to any services, such as Telkom cables, electric cables, and irrigation systems. These incidents must be reported to the Engineer immediately after their occurrence.

**C3.4.6.3 EXCAVATIONS, BACKFILLING AND REINSTATEMENYS**

**C3.4.6.3.1** Excavations – General

Excavations to locate the connection points or main supply lines can be up to 1,5m in depth and provision should be made in the tender rate to accommodate this.

Trenches for the installation of water pipes shall be backfilled, compacted and levelled to the adjacent surfaces immediately after the installation of the water pipes. Pads shall be fitted to the outriggers of excavating plant to prevent damage to road surfaces. Damage to any surface beyond the specified trench widths shall be repaired at the Contractor's expense.

All excavations, compaction and backfilling of trenches shall comply with the Specifications set out in the Standard Specifications for **Civil Engineering Works: Series 2, Earthworks Section 202: Trenching** and the Specifications set out in the Project Specifications.

**C3.4.6.3.2** Excavation – Roads and Claims

The preferred method for road crossing will be by means of horizontal drilling.

Concrete pavements, segmented paving and kerbing shall be first cut with a diamond tipped saw or other approved methods before excavation of trenches may be started. This also applies to road surfaces where horizontal drilling is not possible (Engineer's discretion).

Trenches for road crossings must be backfilled and compacted immediately after completion of pipe laying and will be maintained by the Contractor until the employer has repaired the road surface.

Trenches may not be left open overnight. Any claims from the public arising from neglect or lack of maintenance from the Contractor will be referred to the Contractor for direct settlement. If the Contractor fails to comply with or settle to any of these claims the employer will have the right to attend to and finalize such claims on behalf of the Contractor and all costs involved will be for the account of the Contractor.

The complete closure of any road or lane shall not be permitted without the written consent of the Engineer.

#### C3.4.6.3.3 Maintenance of excavations

The Contractor shall be solely and entirely responsible for maintaining excavations in a safe condition. The Engineer may prescribe additional or improved precautionary measures.

It should be noted by Tenderers that plastic tape is not regarded as an adequate barricade protection around excavations and its use for that purpose shall not be allowed.

Ridged barricades with at least two (2) horizontal bars will be used. The top bar must be at least 1,2 meter above ground level. Bars must be chevron painted – red and white. Suffnet barrier netting will be permitted.

#### C3.4.6.3.4 Compaction of backfill material.

The compacted density of the backfill material shall be in accordance with **Series 2, Earthworks Section 202, Trenching** of the Standard Specification for Municipal Civil Engineering works. No extra payment will be made for stabilization if required of backfill material for trenches. Rates for backfilling, stabilization and compaction must be included in the tender rate. The backfilling, cleaning, and tidying of the workplace shall be to the satisfaction of the Engineer.

#### C3.4.6.3.5 Reinstatement

The employer will carry out all repairs to paved surfaces. The Contractor shall indicate on every task the correct address and the extent of the reinstatement of any surface that the employer will have to repair. The Contractor will be held responsible for all costs necessary to repair any paved surfaces that are damaged unnecessarily. The Contractor shall fax or phone the Engineer if a road surface needs to be repaired immediately after completion of the work.

#### C3.4.6.3.6 Shutting off, of water supply.

Problems can be experienced with the tracing and closing of valves in the existing network. Notices to inform residents affected by the work, the expected periods during which work will be performed on the systems and the expected shut off periods must be hand delivered. The central depot shall also be informed of any shutdowns. No separate payment item is provided for these actions, arrangements and co-ordination and all costs are deemed to be included in the tender rate.

#### C3.4.6.3.7 Working hours

Normal working hours will be from 7:00 – 17:00 on weekdays. Holidays will be as stated in the GCC from the 15th of December to the 5th of January or the nearest working day. During this time a limited number of teams will be required as arranged by the Engineer.

#### C3.4.6.3.8 Payment and Administration

This contract demands a great deal of administration from the Contractor. A reliable database must be kept of every instruction and the Contractor shall keep record of all tasks issued to him as well as all tasks completed and pay items used. The employer will provide each contractor with a computer software program from which all job cards must be printed and on which all quantities of work must be captured. Printed job cards must be handed in at the applicable Depot after completion of the work for control purposes and capturing of quantities on the system of the employer. Payment for work under this contract will be done on a monthly basis after the quantities were compared between the contractor's and employer's system. No payment will be done if this comparison was not done successfully.

**The minimum hardware requirements are as follows:**

Fully operational computer system with internet access

IMQS (Infrastructure Management Query System) Licence

Contractors shall purchase the IMQS (Infrastructure Management Query System) software package programs from the firm CeS including the Licence in order for the service provider to make the necessary updates. The firm can be contacted at (021) 880 0389. This software must be updated on a minimum of six-month period. The purchase price and the updating costs shall be for the contractor's account and will be refunded by Cot on first payment.

Instructions will be issued on a daily basis and all completed instructions must be handed back on a daily basis to the relevant Depots. Where for any reason a task cannot be executed it must be referred to the Engineer with reasons for non-compliance.

A minimum of 10(recommended) administrative personnel must be employed by the Contractor to keep record of all meter data outstanding and completed jobs etc., and to help with the administration in the Contractor's office.

The Contractor must have the capacity and work force to handle a minimum of 4000 tasks per month. Prospective tenderers are requested to include a programme in their tender document to indicate how they intend to do the work with their available resources. (Human, fleet, equipment).

The Contractor shall provide the Engineer with the following information on a daily basis:

Detail of all water meters removed and returned, with the relevant information.

Detail of all water meters received and addresses where they have been installed.

All meters issued to the contractor must have a control list as to who the meters were handed to and when - (Meter track record).

Some of the administrative duties will be to:

- Receive instructions and water meters from the employer on a daily basis. (Record keeping and managing the issuing and return of meters)
- Update data and job cards on a daily basis.
- Receive data and worksheets from jobs completed and update the system accordingly on a daily basis.
- Audit and manage the meters received.
- Hand back worksheets of jobs completed and/or defective meters to the employer.
- Attend to complaints arising from the work.
- Attend meetings.
- The plumber responsible for each job shall sign off each job card when completed. A suitably **qualified plumber / Engineering Technician** shall certify that each job completed complies with the specifications contained herein and the general plumbing practice.

The contractor shall have in his / her employment a qualified Plumber with a minimum of 5 years' experience and a qualified Civil Engineering Technician with a minimum of 3 years' experience.

Some of their responsibilities will include: -

- Quality control on all water meter installations, maintenance of meters, renewals of water supply pipes, installations of logging devices on water meters
- Planning and delegation of tasks
- Administrative control
- Liaising with the employer and the public and also attending to public queries and complaints.

**C3.4.7 COMMUNICATION**

The Contractor shall render the service asked on each job card (works order) and if any contradiction occurs, he shall refer the problem to the Engineer/Employer's Agent before commencing with the work.

The Contractor shall have efficient communication with his work force on the ground either by cellular phone or radio communication.

No additional costs will be paid for any communication (verbally, telephonic or in writing) between the employer, Contractor, and the Public. These costs must be provided for in the tender rate.

No additional costs will be paid in cases where the Contractor needs to be called back to a specific job to rectify his work. The council must be able to contact the contractor any time when there is emergency work to be done or when work is not properly done.

**C3.4.8 AS BUILT DRAWINGS**

If the Engineer instructs the Contractor to install, replace or re-route a pipe, the Contractor shall keep full record and indicate on a drawing the position and detail of each installation, at no extra cost.

**C3.4.9 THRUST BLOCKS**

The construction of all thrust blocks will be done in accordance with the Standard Specification of Municipal Engineering Works Series 402 and Drawing 7515/7/W. The tendered amounts must include all above mentioned, including the concrete, and shuttering where necessary.

Take note that the specified compressive strength of the concrete will be at least 30 MPa. the tendered amount will include all form work and shuttering as required.

**C3.4.10 GENERAL ISSUES**

- Work will be issued daily by the Central Operational Services Depot via electronic works orders.
- Preliminary and general charges for this tender shall be included in the tendered rates and it will not be paid separately.
- All work shall be completed within 14 working days or as specified on the job card and job cards shall be returned by the Contractor within five working days after completion of job card, after the target date or as arranged by the Engineer.
- In the majority of cases a physical street address will be supplied on the job card.
- In certain areas erf numbers only and/or other forms of site identification will be supplied by the applicable Operational Services Depot.
- All materials shall comply with the relevant JASWIC approval and SABS specifications or as specified by the Engineer.
- The removal of all excess material, rubble, etc. to an approved dumping site, shall be included in the tendered rates and shall be removed on the same day that the work has been completed.
- No haulage will be paid separately but has to be included in tendered rates.
- Barricades shall be erected on the perimeter of all areas where work is in progress, and to barricade any excess material.

- The contractor shall ensure that sufficient communication exists between the contractor and the municipality.
- The contractor shall make his own arrangements for power supply.
- An account shall be opened for any water used by the contractor. Any portable or construction water shall be drawn through a water meter.
- No extra payment will be made for moving from one site to another. These costs are to be included in the tender rate.
- No site facilities are required for the Engineer.
- The contractor shall make his own arrangement for housing and ablution facilities for the employees and transporting them to and from site. The contractor shall make his own arrangements for a suitable work site from where he can operate within the boundaries of the employer.
- The Central Depot (Water Supply) is located at 11 Johannes Ramokhoase Street Pretoria. The issuing and handing in of water meters will be done at the above-mentioned address, or as determined by the Engineer.

#### **C3.4.11 Construction equipment**

##### **C3.4.11.1 Requirements for equipment**

The construction methods adopted, and plant and equipment used shall be at the discretion of the Contractor, provided always that the construction methods adopted, and Plant used by the Contractor are appropriate in respect to the nature of the Works to be executed and the standards to be achieved in the Contract.

##### **C3.4.11.2 Equipment provided by the Employer**

The Employer will **not** provide any equipment.

#### **C3.4.12 Existing services**

##### **C3.4.12.1 Location of services**

The location of services is not known at this stage. The Contractor shall locate and establish the actual position of any services on Site before starting the construction. The Contractor will be responsible to obtain the necessary permissions and way leave approvals from the relevant Service Owners.

Payment will not be made for any inconvenience caused to the Contractor in regard to any services crossing the Site or any authority working on any such service, nor will any delays caused by such works be accepted as a basis for claiming an extension of time for completing the works. All communications with owners of services and their work teams must take place in conjunction with the engineer or his representative.

##### **C3.4.12.2 Treatment of existing services**

As per the Engineer's Instructions.

##### **C3.4.12.3 Use of detection equipment for the location of underground services**

Equipment to be used at the direction of the Engineer.

**C3.4.12.4 Reinstatement of services and structures damaged during construction**

The Engineer will determine the requirements and reinstatement procedures for the notification and repair of damage to services, penalties applicable to the damage of services. All damages such as road crossing, paving and walls damaged for the installation or repair of water meters shall be written in the works order/job cards with the relevant sizes or dimensions or the damaged structures. Follow-up works orders shall be created by the employer from such works orders in order for the repair work to be done by relevant appointed service provider.

**C3.4.13 Site establishment**

**C3.4.13.1 Services and facilities provided by the employer.**

The employer will not provide any services and / or facilities.

**C3.4.13.2 Facilities provided by the contractor.**

**C3.4.13.2.1 Contractor's Camp site**

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

Temporary site camps shall be provided for bulk water meter installations (Housing projects). Approval to be given by the Engineer or Project Manager.

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.

**C3.4.13.2.2 Water Supply**

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

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

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

**C3.4.13.2.3 Power Supply**

The Contractor shall make his own arrangements for the supply of electric power to suit his own and the Engineer's requirements and operations. The cost of providing connections, any transformer

substations and switchgear, generators, fuel and/or overhead power lines or underground cables required to supply the electric power shall be included in the rates entered in the Schedule.

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

**C3.4.13.2.4 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 billed for the contractor's time-related obligations.

**C3.4.13.2.5 Cellular Telephone**

It is a requirement of the contract that the contractor shall equip his site agent(s) with a cellular telephone to allow for effective communication between the contractor's supervisory personnel and the engineer's supervisory staff. All costs associated with the provision of cellular telephones for the contractor's personnel shall be deemed to be included in rates billed for time-related charges.

**C3.4.13.2.6 Site Facilities required by the Engineer.**

No facilities will be required for this contract. The Employer's Agent will coordinate the meeting venues as needed. (City of Tshwane offices or alternative to be agreed)

**C3.4.13.3 Storage and laboratory facilities**

The Engineer will order the Contractor to provide as needed.

**C3.4.13.4 Other facilities and services**

None.

**C3.4.13.5 Vehicles and equipment**

The Engineer will order the Contractor to provide as needed.

**C3.4.13.6 Advertising rights**

Not applicable.

**C3.4.13.7 Notice boards**

Two notice boards will be supplied by the Contractor which will be erected at the construction site as per instruction of the Engineer.

**C3.4.14 Site usage**

Not applicable.

**C3.4.15 Permits and way leaves**

The Engineer will be responsible for the initial application of permits and wayleaves after which the contractor will be responsible for maintaining and renewing of permits and wayleaves.

**C3.4.16 Alterations, additions, extensions and modifications to existing works**

To be carried out with the instruction from the Engineer.

**C3.4.17 Inspection of adjoining properties**

Adjacent buildings and properties will be inspected before commencing with the works that have the potential to damage surrounding buildings and property on the instruction of the Engineer and according to his requirements.

**C3.4.18 Water for construction purposes**

No natural water from rivers, streams, boreholes, pans, dams, or irrigation canals shall be used for concrete or stabilised layers. Only drinking quality purified water shall be used. The Contractor must make adequate provision in his tender for all negotiations and procurement of water for construction activities and all related costs will be deemed to be included in his tendered rates.

**C3.4.19 Survey control and setting out of the works**

Survey controls requirements and the setting out of the works will be determined by the Engineer and will be site specific.



## C3.5 MANAGEMENT

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### **C3.5.1 Management of the works**

#### **C3.5.1.1 Construction Programme**

All tasks issued to the contractor needs to be completed within **14** working days. All tasks issued to the team resulting from work carried out in the road surface (as opposed to work on the sidewalks) shall be completed on the day they were issued. All completed tasks where follow up work is required must reach the Cot offices the following day or same day if urgent, e.g., paving, tar patches, concrete patches etc.

#### **C3.5.1.2 Accommodation of traffic**

The following contain the Employer's general requirements for accommodating the traffic during construction:- The travelling public shall have the right of way on public roads and the contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

Failure to maintain road signs, warning signs, etc, in a good condition shall constitute ample reason for the engineer to bring the works to a stop until the road signs, etc, have been repaired to his satisfaction and penalties will apply. The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual Volume 2 Chapter 13.

The contractor shall submit proposals in connection with directional signs to the engineer for approval prior to construction. Sufficient signage shall be provided, erected, and relocated as necessary by the contractor to reroute traffic onto the deviations.

#### **C3.5.1.3 Extension of time on account of abnormal rainfall**

Extension of time due to abnormal rainfall shall not be applicable on this tender.

#### **C3.5.1.4 Mode of serving notices and directions to the contractor.**

All notices and directions to the Contractor shall be in writing and shall be deemed to have been duly served and binding on the Contractor if:

- a) given personally to the Contractor's Site Representative, or
- b) addressed to the Contractor and sent by post, telex or telefax or delivered by hand to the Contractor's recorded business address, or
- c) if entered in the site instruction book by the Engineer.

#### **C3.5.1.5 Particular / generic specifications**

##### **C3.5.1.5.1 Corrections and amendments to the Standard Specifications**

None

### 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

##### SECTION 001: GENERAL REQUIREMENTS AND CHARGES

###### B05: Alternative offer(s)

"No alternatives or amendments by the Contractor will be accepted".

###### B12: Services required by Contractor.

"The Contractor is responsible for obtaining and distributing water and electricity that is necessary for household purposes at his own cost."

###### B13: Protection of existing services

###### B13.01 General

The Contractor must ascertain himself of the requirements laid down by different service providers when work is done near services. The employer will issue no service positions, or "as built" drawings of other service providers.

#### 31 MEASUREMENT AND PAYMENT

##### Item 001.04: Compliance with the Occupational Health and Safety Act and applicable regulations

Replace pay items 001.04 with the following:

Item		Unit
B001.04.01	Provision of a Health and Safety Plan	Prov. Sum

The measurement will be per work order and shall include full compensation for the provision and maintenance of a health and safety plan, risk assessment, permit applications and notifications as called for in the act and regulations.

Eighty per cent (80%) of the amount will be paid when an approved health and safety plan has been received by the client. A further 10% will be paid when the value of all work done, excluding escalation, exceeds one-half of the Tender Price, and the remaining 10% will be payable when the completion certificate has been issued.

Item	Unit
B001.04.02 Provision of a Health and Safety File	per month (month)

The unit of measurement shall be per month of provision of the Health and Safety File.

The monthly payment 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.

Item	Unit
B001.04.04 Provision of a Safety Officer (full time)	per month

The unit of measurement shall be per month of payment for the safety officer.

The monthly payment 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.

Item	Unit
001.04.03 Provision of construction supervisors	
001.04.03.02 Provision of construction supervisor (full time)	per month

Item	Unit
001.04.05 Health and Safety Training	lump sum

Item	Unit
001.04.06 Provision of personal protective clothing and equipment	lump sum.

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

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

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

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

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

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

Item		Unit
B001.06.01	Provision of supervision – Qualified Plumber	Per month (month)

The unit of measurement shall be as measured and determined and agreed by the Employer's Agent and contractor on site as and when the need arises.

The measurement for payments will be for quality checks on all work orders completed by the contractor's teams on daily basis, i.e., checking and signing of works orders and on-site monitoring of the execution of the works including all labour equipment materials excavation backfilling and cleaning, planning and delegation of tasks; Administrative control; liaising with the employer and the public and also attending to public queries and complaints. Minimum qualifications; A plumber's certificate (Read seal) with a minimum of 5 years' experience.

A minimum number of three candidates will be shortlisted for interviews to be conducted by the employer's Agent and the contractor. The employment contract will be between the contractor and the appointed candidate.

The Contractor will be allowed to charge a percentage payment on the monthly payments as commission for his supervision and Assistance in executing the works.

Item	Description	Unit
B001.06.02	Percentage charge on monthly payments	%

The unit of measurement shall be as measured and determined and agreed by the Employer's Agent and contractor on site as and when the need arises.

Item	Unit
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B001.07.01 Provision of supervision – Engineering Technician

The unit of measurement shall be as measured and determined and agreed by the Employer's Agent and contractor on site as and when the need arises.

The measurement for payments will be for quality checks on all work orders completed by the contractor's teams on daily basis, i.e., checking and signing of works orders and on-site monitoring of the execution of the works including all labour equipment materials excavation backfilling and cleaning  
The Contractor will be allowed to charge a percentage payment on the monthly payments as commission for his supervision and Assistance in executing the works. Minimum qualifications; National Diploma: Civil Engineering with a minimum of 3 years' experience.

A minimum number of three candidates will be shortlisted for interviews to be conducted by the employer's Agent and the contractor. The employment contract will be between the contractor and the appointed candidate.

The Contractor will be allowed to charge a percentage payment on the monthly payments as commission for his supervision and Assistance in executing the works.

Item	Unit
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B001.07.02 Percentage charge on monthly payments

The Contractor will be allowed to charge a percentage payment on the monthly payments as commission for his supervision and Assistance in executing the works not Exceeding 10% of the value of the monthly payment.

Item	Unit
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B001.08.01 Provision of IMQS lump sum

**The minimum hardware requirements are as follows:**

Fully operational computer system with internet access

IMQS (Infrastructure Management Query System) Licence

Contractors shall purchase the IMQS (Infrastructure Management Query System) software package programs from the firm CeS including the Licence in order for the service provider to make the necessary updates. The firm can be contacted at (021) 880 0389. This software must be updated on a minimum of six-month period. The purchase price and the updating costs shall be for the contractor's account and will be refunded by Cot on first payment.

The contractor will be allowed to charge 10% for profit.

Item	Unit
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The Contractor will be allowed to charge a percentage payment on the monthly payments as commission for the purchase and updates of the system.

**SERIES 1: ANCILLARY WORK**

**SECTION 101: SITE CLEARING AND GRUBBING**

No separate payment will be made for clearing and grubbing. These costs must be included in the tender rate under Section 402.

**SECTION 102: ACCOMODATION OF TRAFFIC**

No separate payment will be made for accommodation of traffic. These costs must be included in the tender rate under Section 402.

**SECTION 103: OVERHAUL**

Overhaul will not be paid under this Contract.

**SECTION 105: FENCING**

None

**SECTION B107 : DAYWORKS**

01	SCOPE
02	GENERAL

**03 MEASUREMENT AND PAYMENT**  
**01 SCOPE**

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

**02 GENERAL**

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

**03 MEASUREMENT AND PAYMENT**

**SECTION 402: CONSTRUCTION**

**Measurement and payment**

**Add the following pay items:-**

Item no	Description	Unit
<b>B402.12</b>	<b>Renewals</b>	<b>Each</b>
	<p>The work implies the following for both sub items: All pipe work and fittings from the Municipal main to the existing meter configuration shall be replaced. In cases where the valves on communication pipes of 80 mm diameter (pipe size) and larger are faulty or does not exist, the Engineer will give instruction to install or replace such valve. Pay item B402, 28 will be applicable. All removed faulty valves must be returned to the central depot. If a meter needs to be replaced it will be paid under item no. B402.14</p>	
<b>B402.12.01</b>	<b>Renewal of short communication pipe</b>	<b>Each</b>
	<p>A short connection is defined as a water meter connection with five (5) metre or less piping between the main supply and the meter installation as shown on attached drawings. The minimum pipe size will be 25mm diameter. The unit of measurement shall be the length of pipe renewed, which includes all couplings. This shall comply in all respects with the applicable type, grade, class, and diameter. The size of the water connection refers to the size of the water meter used, which shall be connected to the next largest nominal pipe size. (For example, an 80mm</p>	

diameter water meter will be fitted to a 100mm diameter pipe)

The tender rate shall include full compensation for travelling, locating existing services, excavating, horizontal drilling or trenching of tarred road surfaces, trenching, disconnecting the old pipe, plug and removal of the old service on the main supply line, supplying and fitting of pipes, connecting the meter installation, all other plumbing material necessary to complete the work, flushing of system, connecting the water supply, backfilling and compaction to 90% modified AASHTO density and the cleaning and tidying of the work place after completion of the installation.

The employer will supply all water meters, locking devices, boxes, and washers.

**B402.12.02 Renewal of long communication pipe**

**Each**

A long connection is defined as a water meter connection with piping more than five (5) metre up to seventeen (17) metre between the main supply and the meter installation as shown on attached drawings. Any normal domestic long renewal will be 40mm diameter.

The unit of measurement shall be the length of pipe renewed, which includes all couplings. This shall comply in all respects with the applicable type, grade, glass, and diameter. The size of the water connection refers to the size of the water meter used, which shall be connected to the next largest nominal pipe size. (For example, an 80mm diameter water meter will be fitted to a 100mm diameter pipe)

The tender rate shall include full compensation for travelling, locating existing services, excavating, horizontal drilling or trenching of tarred road surfaces, trenching, disconnecting the old pipe, plug and removal of the old service on the main supply line, supplying and fitting of pipes, connecting the meter installation, all other plumbing material necessary to complete the work, flushing of system, connecting the water supply, backfilling and compaction to 90% modified AASHTO density and the cleaning and tidying of the work place after completion of the installation.

The employer will supply all water meters, locking devices, boxes, and washers.

**B402.13 Replacement of stolen water meters**

**Each**

The unit of measurement shall be the number of meters replaced. These tasks will be issued as and when required daily between 7H00 and 14H30. Meters shall be replaced within 3 hours of



notification. Replace meters (20, 25 & 40mm) with flanges, couplings to be removed and the flanges will be supplied by employer.

The tender rate shall include full compensation for the replacement (within three hours) by the Contractor at the specified address, travelling, supplying, and fitting of pipes, the meter installation, all other plumbing material necessary to complete the work, flushing of system, connecting the water supply, and the cleaning and tidying of the workplace after completion of the installation.

The employer will supply all water meters, pre-plumbed boxes with meter and fittings, locking devices, meter couplings and washers.

Where connections are replaced with pre-plumbed box and meter, pay item B402.14.04 shall be used.

**B402.14 Replacing of water meters (meter size)**

<b>B402.14.01</b>	<b>Replace existing meter configuration with galvanised standpipes configuration (Both standpipes)</b>	<b>Each</b>
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This pay item shall be used to:-

Raise a meter above ground level without moving it from its current position.

Replace both standpipes.

Replace meter if required.

The unit of measurement shall be the number of meter installations completed. The size of the water connection refers to the size of the water meter used, which shall be connected to the next largest nominal pipe size. (For example, an 80mm diameter water meter will be fitted to a 100mm diameter pipe.)

The tender rate shall include full compensation for travelling, locating existing services, excavating, supplying and fitting of pipes, the meter installation, all other plumbing material necessary to complete the work as indicated on the drawings, flushing of system, testing and replacing the water meter if necessary, connecting the water supply, backfilling and compaction to 90% modified AASHTO density and the cleaning and tidying of the work place after completion of the installation.

The employer will supply all water meters, locking devices and washers.

<b>B402.14.02</b>	<b>Replace existing meter configuration with galvanised standpipes configuration (One standpipe only with shut off valve)</b>	<b>Each</b>
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This pay item shall be used to:-

Replace a water meter including the upstream standpipe, where the body length of the new water meter does not correspond to the meter being replaced.

Replace meter if required.

The unit of measurement shall be the number of meter installations completed. The size of the water connection refers to the size of the water meter used, which shall be connected to the next largest nominal pipe size. (For example, an 80mm diameter water meter will be fitted to a 100mm diameter pipe.)

The tender rate shall include full compensation for travelling, locating existing services, excavating, supplying, and fitting of pipes, the meter installation, all other plumbing material necessary to complete the work as indicated on the drawings, flushing of system, connecting the water supply, backfilling, and compaction to 90% modified AASHTO density and the cleaning and tidying of the workplace after completion of the installation.

The employer will supply all water meters, locking devices and washers.

<b>B402.14.03</b>	<b>Replace meter only in galvanised configuration.</b>	<b>Each</b>
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This pay item shall be used to:

Replace a water meter with couplings and washers only.

Replace washers and or couplings of the water meter only.

Installation of locking devices on existing meter installations.

The unit of measurement shall be the number of meters connected. The size of the water connection refers to the size of the water meter used, which shall be connected to the next largest nominal pipe size. (For example, an 80mm diameter water meter will be fitted to a 100mm diameter pipe.)

The tender rate shall include full compensation for travelling, excavating, supplying, and fitting of pipes, the meter installation, all other plumbing material necessary to complete the work as indicated on the drawings, flushing of system, connecting the water supply, backfilling and compaction to 90% modified AASHTO density and the cleaning and tidying of the workplace after completion of the installation.

The employer will supply all water meters, locking devices and washers.

**B402.14.04 Replace existing meter configuration with pre-plumbed box with meter and fittings. Each**

This pay item shall be used to:

Replace an existing above/below ground standpipe configuration or pre-plumbed box.

The unit of measurement shall be the number of meters connected. The size of the water connection refers to the size of the water meter used, which shall be connected to the next largest nominal pipe size. (For example, a 15mm diameter water meter will be fitted to a 20mm diameter pipe.)

The tender rate shall include full compensation for travelling, excavating, supplying, and fitting of pipes, the meter installation, all other plumbing material necessary to complete the work as indicated on the drawings, flushing of system, connecting the water supply, backfilling, and compaction to 90% modified AASHTO density and the cleaning and tidying of the workplace after completion of the installation.

The employer will supply all pre-plumbed boxes with meters and fittings.

**B402.15 Water meter inspection Each**

No provision will be made for unnecessary site visits under this pay item.

A full water meter inspection on the specified stand must be executed. An inspection shall include a street address, stand number, meter number, make and size, position of water meter (inside or outside the property), condition of the meter (whether the meter is leaking or not), meter reading and a declaration that the meter supply had been tested and that the water connection indeed supplies water to the appropriate address.

The Contractor shall only be allowed to book one inspection for a combination meter. Any illegal water connections or possible tampering with the water meters must be reported to the Engineer/Audit Section.

The tender rate shall include full compensation for travelling and all other relevant costs to execute the inspection.

<b>B402.16</b>	<b>Trenchless Excavation (Under Horizontal drilling - Pipe Diameter)</b>	<b>m</b>
<p>This pay item shall be used if and when horizontal drilling is required underneath streets and paved areas by other Departments, Divisions and Sections within the employer. The unit of measurement shall be the length of hole drilled and pipe installed. The diameter of each hole to be formed and pipe installed will be indicated on the job card.</p> <p>The tender rate for forming horizontal augured holes and installing pipes shall include full compensation for locating existing services, auguring and for disposing of surplus material resulting from the formed hole, the installation of all material supplied by the Engineer to complete the work, transporting, and delivering to the point of use, and the cleaning and tidying of the workplace after completion of the work.</p>		
<b>B402.17</b>	<b>Installation of Strainers on existing water meter connection (Pipe size)</b>	<b>Each</b>
<p>This pay item shall be used to install dirt boxes on existing water meter connection if authorized by the Engineer.</p> <p>The unit of measurement shall be the number of dirt boxes installed. Any additional pipe work for installation of the dirt box will be at the contractor's costs. The size of the water connection refers to the size of the water meter used, which shall be connected to the next largest nominal pipe size. (For example, an 80mm diameter dirt box will be fitted to a 100mm diameter pipe.) The tender rate shall include full compensation for travelling, locating existing services, excavating, replacing and moving the upstream standpipe, supplying and fitting of pipes, the installation of the dirt boxes, all other plumbing material necessary to complete the work as indicated on the drawings, flushing of system, connecting the water supply, backfilling and compaction to 90% modified AASHTO density and the cleaning and tidying of the work place after completion of the installation.</p> <p>The employer will supply all water meters, meter couplings, strainers, locking devices and washers. The size of the strainer shall be equal to the size of the meter.</p>		

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<b>B402.18</b>	<b>New water meter connections (meter size)</b>	<b>Each</b>
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Note: All new water meter connections from 50mm diameter meter must include a strainer

In cases where existing communication pipes stop short of the connection point and are of a diameter greater than that required in accordance with the Specification, the Contractor shall extend the communication point to the required position using the same diameter pipe as the existing.

The minimum communication pipe diameter for any long new connection for water meters with diameters of 25mm or less shall be 40mm diameter unless otherwise specified by the Engineer. The size of the strainer shall be equal to the size of the meter. The first option will be to install an RSV valve on the upstream side of the meter and a wheel valve on the downstream side of the meter.

**See also DGW 8858-w-5 for connections larger than 50mm diameter.**

<b>B402.18.01</b>	<b>New water meter connection - Short (Galvanised standpipes with meter)</b>	<b>Each</b>
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A short connection is defined as a water meter connection with five (5) metres or less piping between the main supply and the meter installation, where no crossing of a public road is required.

The unit of measurement shall be the number of meter installations done. The size of the water connection refers to the size of the water meter used, which shall be connected to the next largest nominal pipe size. (For example, an 80mm diameter water meter will be fitted to a 100mm diameter pipe.)

The tender rate shall include full compensation for travelling, locating existing services, excavating, supplying and laying of pipes, the extension of the communication pipe if necessary as indicated on the drawings, the meter installation with 1,5m downstream pipe and all other plumbing material necessary to complete the work as indicated on the drawings, flushing of system, connecting the water supply, backfilling and compaction to 90% modified AASHTO density and the cleaning and tidying of the work place after completion of the installation.

The employer will supply all water meters, strainers, locking devices and washers. The size of the strainer shall be equal to the size of the meter.

<b>B402.18.02</b>	<b>New water meter connection - Long (Galvanised standpipes with meter)</b>	<b>Each</b>
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A long connection is defined as a water meter connection with piping more than five (5) metres and up to seventeen (17) metres between the main supply and the meter installation and where the crossing of a public road is required.

The unit of measurement shall be the number of meter installations done. The size of the water connection refers to the size of the water meter used, which shall be connected to the next largest nominal pipe size. (For example, an 80mm diameter water meter will be fitted to a 100mm diameter pipe.)

The tender rate shall include full compensation for travelling, locating existing services, excavating, horizontal drilling or trenching of tarred or paved road surfaces, supplying and laying of pipes, the extension of the communication pipe if necessary as indicated on the drawings, the meter installation with 1,5m downstream pipe and all other plumbing material necessary to complete the work as indicated on the drawings, flushing of system, connecting the water supply, backfilling and compaction to 90% modified AASHTO density and the cleaning and tidying of the work place after completion of the installation.

The employer will supply all water meters, strainers, locking devices and washers. The size of the strainer shall be equal to the size of the meter.

<b>B402.18.03</b>	<b>New water meter connection - Short (Pre-plumbed box with meter and fittings)</b>	<b>Each</b>
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A short connection is defined as a water meter connection with five (5) metres or less piping between the main supply and the meter installation, where no crossing of a public road is required.

The unit of measurement shall be the number of meter box installations done. The size of the water connection refers to the size of the water meter used, which shall be connected to the next largest nominal pipe size. (For example, a 15mm diameter water meter will be fitted to a 20mm diameter pipe.)

The tender rate shall include full compensation for travelling, locating existing services, excavating, supplying and laying of pipes, the extension of the communication pipe if necessary as indicated on the drawings, the meter installation with 1.5 HDPE downstream pipe and all other plumbing material necessary to complete the work as indicated on the drawings, flushing of system, connecting the water supply, backfilling and compaction to 90% modified

AASHTO density and the cleaning and tidying of the work place after completion of the installation.  
The employer will supply all pre-plumbed boxes with meters.

<b>B402.18.04</b>	<b>New water meter connection – Long (Pre-plumbed box with meter and fittings)</b>	<b>Each</b>
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A long connection is defined as a water meter connection with piping more than five (5) metres up to seventeen (17) metres between the main supply and the meter installation and where the crossing of a public road is required.

The unit of measurement shall be the number of plastic meter box installations done. The size of the water connection refers to the size of the water meter used, which shall be connected to the next largest nominal pipe size. (For example, a 15mm diameter water meter will be fitted to a 20mm diameter pipe.)

The tender rate shall include full compensation for travelling, locating existing services, excavating, horizontal drilling or trenching of tarred road surfaces, supplying and laying of pipes, the extension of the communication pipe if necessary as indicated on the drawings, the meter installation with 1,5m HDPE downstream pipe and all other plumbing material necessary to complete the work as indicated on the drawings, flushing of system, connecting the water supply, backfilling and compaction to 90% modified AASHTO density and the cleaning and tidying of the work place after completion of the installation.

The employer will supply all pre-plumbed boxes with meters and fittings.

<b>B402.18.05</b>	<b>New water meter connection – Short: (Pre-plumbed box with consumer standpipe with ballcock valve)</b>	<b>Each</b>
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A short connection is defined as a water meter connection with five (5) metres or less piping between the main supply and the meter installation, where no crossing of a public road is required.

The unit of measurement shall be the number of meter box installations done with consumer standpipe and ball cock valve. The size of the water connection refers to the size of the water meter used, which shall be connected to the next largest nominal pipe size. (For example, a 15mm diameter water meter will be fitted to a 20mm diameter pipe.)

The tender rate shall include full compensation for travelling, locating existing services, excavating,

supplying and laying of pipes, the extension of the communication pipe if necessary as indicated on the drawings, the meter installation with 1,5m HDPE downstream pipe and stand pipe with ball cock valve and all other plumbing material necessary to complete the work as indicated on the drawings, flushing of system, connecting the water supply, backfilling and compaction to 90% modified AASHTO density and the cleaning and tidying of the work place after completion of the installation. The employer will supply all pre-plumbed boxes with meters and fittings.

<b>B402.18.06</b>	<b>New water meter connection - Long (Pre-plumbed box with consumer standpipe with ball cock valve)</b>	<b>Each</b>
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A long connection is defined as a water meter connection with piping more than five (5) metres up to seventeen (17) metres between the main supply and the meter installation and where the crossing of a public road is required.

The unit of measurement shall be the number of plastic meter box installations done with consumer standpipe and ball cock valve. The size of the water connection refers to the size of the water meter used, which shall be connected to the next largest nominal pipe size. (For example, a 15mm diameter water meter will be fitted to a 20mm diameter pipe.)

The tender rate shall include full compensation for travelling, locating existing services, excavating, horizontal drilling or trenching of tarred road surfaces, supplying and laying of pipes, the extension of the communication pipe if necessary as indicated on the drawings, the meter installation with 1,5m HDPE downstream pipe and stand pipe with ball cock valve and all other plumbing material necessary to complete the work as indicated on the drawings, flushing of system, connecting the water supply, backfilling and compaction to 90% modified AASHTO density and the cleaning and tidying of the work place after completion of the installation. The employer will supply all pre-plumbed boxes with meters and fittings.

<b>B402.19</b>	<b>Installation of Construction water meter /Tanker meters</b>	<b>Each</b>
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A construction meter is defined as a water meter connection for the purpose of supplying water for road construction projects, such connection shall be terminated as soon as the project is completed.

The unit of measurement shall be the number of meter installations done. The size of the water connection refers to the size of the water meter



used, which shall be connected to the next largest nominal pipe size. (For example, a 80mm diameter water meter will be fitted to a 100mm diameter pipe.)

The tender rate shall include full compensation for travelling, locating existing services, excavating, supplying and laying of pipes, the extension of the communication pipe if necessary as indicated on the drawings, the meter installation with 2m stand pipes above ground level, valve and a 2m horizontal pipe for withdrawal of water into water tankers, and all other plumbing material necessary to complete the work as indicated on the drawings, flushing of system, connecting the water supply, backfilling and compaction to 90% modified AASHTO density and the cleaning and tidying of the work place after completion of the installation.

The employer will supply all water meters, strainers, locking devices and washers. The size of the strainer shall be equal to the size of the meter.

<b>B402.19.01</b>	<b>New water meter connection – 40mm water meter (Galvanised standpipes with meter and withdrawal point)</b>	<b>Each</b>
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<b>B402.19.02</b>	<b>New water meter connection – 50mm water meter (Galvanised standpipes with meter and withdrawal point)</b>	<b>Each</b>
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<b>B402.20</b>	<b>Relocation of water meters (meter size)</b>	
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<b>B402.20.01</b>	<b>Relocating existing meter configuration to new position with galvanised standpipe configuration</b>	<b>Each</b>
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This pay item shall include full compensation for:  
The moving of a water meter connection to new position. (Maximum distance of 5m. Additional piping will be paid for under pay item B402.21)  
Provision should be made under this pay item for raising the meter above ground level (two standpipes-see attached drawings for detail), replace a defective meter if necessary and to renew the service pipe between the new and previous position of the meter. Upstream valve must also be replaced if necessary and the valve will be supplied by Cot.

The unit of measurement shall be the number of meters moved. The size of the water connection refers to the size of the water meter used, which shall be connected to the next largest nominal pipe size. (For example, a 80mm diameter water meter will be fitted to a 100mm diameter pipe).

If the consumer has a pressure-reducing valve fitted to the downstream side of the connection,

this valve shall remain in position as indicated on drawings.

The tender rate shall include full compensation for travelling, locating existing services, excavating, horizontal drilling or trenching of tarred road surfaces, trenching, supplying and fitting of pipes, the meter installation, all other plumbing material necessary to complete the work as indicated on the drawings, plug and removal of the old service on the main supply line, flushing of system, connecting the water supply, backfilling and compaction to 90% modified AASHTO density and the cleaning and tidying of the work place after completion of the installation.

The employer will supply all water meters, meter couplings, locking devices and washers.

<b>B402.20.02</b>	<b>Relocating existing meter configuration to new position with pre-plumbed box with meter and fittings</b>	<b>Each</b>
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This pay item shall include full compensation for:  
The moving of a water meter connection to new position. (Maximum distance of 5m. Additional piping will be paid for under pay item B402.21)  
Provision should be made under this pay item for moving the meter from its current position to its new position above ground level, (see attached drawings for detail) renewing the service pipe between the new and previous position of the meter.

The unit of measurement shall be the number of meters moved. The size of the water connection refers to the size of the water meter used, which shall be connected to the next largest nominal pipe size. (For example, a 15mm diameter water meter will be fitted to a 20mm diameter pipe).

If the consumer has a pressure-reducing valve fitted to the downstream side of the connection, this valve shall remain in position as indicated on drawings.

The tender rate shall include full compensation for travelling, locating existing services, excavating, horizontal drilling or trenching of tarred road surfaces, trenching, supplying and fitting of pipes, the meter installation, all other plumbing material necessary to complete the work as indicated on the drawings, plug and removal of the old service on the main supply line, flushing of system, connecting the water supply, backfilling and compaction to 90% modified AASHTO density and the cleaning and tidying of the work place after completion of the installation.

The employer will supply all pre-plumbed boxes with meters and fittings.

**Note: If a meter needs to be relocated to a new position where the existing connection pipe will not be used, the relocation of the meter will be paid under item no. B402.18 as well as Item no. B402.26 remove and plug.**

<b>B402.21</b>	<b>Installation of communication pipes (pipe diameter)</b>	<b>Each</b>
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This pay item shall only be used if authorized by the Engineer or in cases where the piping of a short or long connection exceeds the maximum distance specified in the various pay items.

The unit of measurement shall be the length installed. Pipe material and class (class 12 or 16) to be specified by the Engineer (Galvanised steel, HDPE, uPVC, mPVC).

The tender rate shall include full compensation for travelling, locating existing services, excavating, horizontal drilling or trenching of tarred road surfaces, trenching, supplying and fitting of pipes, all other plumbing material necessary, flushing of system, connecting the water supply, backfilling, and compaction to 90% modified AASHTO density and the cleaning and tidying of the workplace after completion of the installation.

<b>B402.22</b>	<b>Location of pipes (Excavation)</b>	<b>m<sup>3</sup></b>
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Additional excavation or trenching other than that required under normal circumstances as stipulated in clause 5.1 (Excavation-General of the Project Specifications) can be authorized by the Engineer in order to locate a connection point at a stand where the connection point is not within a 2m radius of the prescribed position.

The unit of measurement shall be the volume of material excavated.

The tender rate shall include full compensation for all hand excavation within the lengths and widths authorized by the Engineer and the depth required to expose the service (excavation in excess of the authorized dimensions shall not be measured for payment), for backfilling and compacting to a minimum of 90% of modified AASHTO density, for disposal of any excavated material not required for backfilling, for keeping excavations safe, for dealing with any surface or subsurface water, for taking special care to ensure that services are not damaged in any way, and for any other operation necessary to complete the work.

No distinction will be made between hard and soft material.

<b>B402.23</b>	<b>Replace/ Reinstall damaged meter and or replace leaking meter installations (meter size)</b>	<b>Each</b>
<p>The unit of measurement shall be the number of water meter installations replaced/re-instated/repared.</p> <p>These tasks will be issued as and when required daily between 7H00 and 15H30. Installations shall be repaired within 24 hours of notification.</p> <p>The tender rate shall include full compensation for the installation (within twenty-four hours) by the Contractor at the specified address, travelling, supplying, and fitting of pipes, the meter installation, all other plumbing material necessary to complete the work, flushing of system, connecting the water supply, and the cleaning and tidying of the workplace after completion of the installation.</p> <p>The employee will supply all water meters, pre-plumbed boxes with meter and fittings, locking devices, meter couplings and washers where applicable.</p>		
<b>B 402.24</b>	<b>Location of water pipes by means of electronic pipe and cable locaters (Depth and position)</b>	<b>m</b>
<p>The unit of measurement shall be the length of pipe to be located. This pay item shall be used if and when other Departments, Divisions and Sections or Water Depots require pipe or cable locating.</p> <p>The tender rate for locating a water pipe shall include full compensation for using an electronic pipe locator, supplied by the Contractor, transporting to the point of use, locating existing services, locating, and marking the position of the services, and the cleaning and tidying of the workplace after completion of the work.</p>		
<b>B402.25</b>	<b>Replace measuring elements (meter inserts) of the water meters. Meters larger than 40mm diameter</b>	<b>Each</b>
<p>This pay item shall be used to strip and replace the measuring elements of the larger water meters.</p> <p>The unit of measurement shall be the number of measuring elements replaced.</p> <p>The tender rate shall include full compensation for travelling, removal of the faulty measuring elements and replacement thereof, all other plumbing material necessary to complete the work, flushing of system, connecting the water supply, and the cleaning and tidying of the workplace after completion of the installation. The employer will supply all measuring elements, meter couplings, locking devices and washers.</p>		

<b>B402.26</b>	<b>Remove water meter and plug service on main line (meter size)</b>	<b>Each</b>
	<p>The Contractor shall plug services on predefined sites as authorised by the Engineer.</p> <p>The unit of measurement shall be the number of services plugged.</p> <p>The tender rate shall include full compensation for travelling, locating of existing services, excavating, removing of the water meter, disconnection of the communication pipe from the main water supply line, plugging the service on the main supply, supplying and fitting of all other plumbing material necessary, backfilling and compaction to 90% modified AASHTO density and the cleaning and tidying of the workplace after completion of the installation.</p>	
<b>B402.27</b>	<b>Combination of existing water meter connections (pipe size)</b>	<b>Each</b>
	<p>This pay item shall be used for payment to combine two water connections (including existing fire and domestic services) on a specific stand as shown on attached drawings.</p> <p>The unit of measurement shall be the number of final combined connections done. The size of the water connection refers to the size of the largest water meter used, which shall be connected to the next largest nominal pipe size. (For example, an 80mm diameter water meter will be fitted to a 100mm diameter pipe)</p> <p>The tender rate shall include full compensation for raising the water meter, moving the water meter and renewing the service if necessary, the first 5m of piping between the two existing connections (in cases where more than 5m of piping is needed to connect the services the excess will be paid for under item B402.21), travelling, locating existing services, excavating, horizontal drilling or trenching of tarred road surfaces, trenching, supplying and fitting of pipes, the meter installation, all other plumbing material necessary to complete the work as indicated on the drawings, plug and removal of the old service on the main supply line, combination of the services, flushing of system, connecting the water supply, backfilling and compaction to 90% modified AASHTO density and the cleaning and tidying of the workplace after completion of the installation.</p> <p>The employer will supply all water meters, meter couplings, locking devices, boxes, and washers.</p>	

<b>B402.28</b>	<b>Installation of RSV valve upstream of an existing water meter connection</b>	<b>Each</b>
	<p>The unit of measurement shall be the number of RSV valves supplied and installed with telescopic valve chamber.</p> <p>The tender rate shall include full compensation for travelling, locating of existing services, excavating, supplying, cutting in new RSV valve, or removing and replace of the defective RSV valve, supplying and installing of telescopic valve chamber and fitting of all other plumbing material necessary, backfilling and compaction to 90% modified AASHTO density and the cleaning and tidying of the workplace after completion of the installation.</p>	
<b>B402.29</b>	<b>UNAUTHORISED / ILLEGAL CONNECTIONS</b>	
	<b>The unit of measurement shall be the number of unauthorised/illegal water connections removed.</b>	
<b>B402.29.01</b>	<b>Removal of unauthorised/illegal pipe work connected directly to the municipal water reticulation network.</b>	<b>each</b>
	<p>The Rate for this item shall include full compensation for the Contractor to remove all illegal pipe work as specified in the scope of works point no. 10 at the specified address within seven working days. The rate must include the cost for travelling, locating the services, all excavation/trenching, disconnecting, plugging and removing of the unauthorised connection, supplying and fitting of new pipes, all other plumbing material necessary to complete the work, flushing of system, connecting the water supply, backfilling and compaction to 90% modified AASHTO density, test and certify that the connection is sound and the cleaning and tidying of the work place after completion of the installation. The unit price must include minimum rates as determined by the Wage Act or Industrial Council agreement or a domestic agreement and costs for taking and processing digital photos in accordance with schedule A. The unit price must also include rates and for leaving a notice informing the customer of the work that was carried out.</p>	

**B402.29.02 Removal of unauthorised/illegal pipe work connected to the connection pipe (communication pipe to property) each**

The Rate for this item shall include full compensation for the Contractor to remove all illegal pipe work as specified in in the scope of works point no. 10 at the specified address within seven working days. The rate must include the cost for travelling, locating the services, all excavation/trenching, disconnecting, plugging and removing of the unauthorised connection, supplying and fitting of new pipes, all other plumbing material necessary to complete the work, flushing of system, connecting the water supply, backfilling and compaction to 90% modified AASHTO density, test and certify that the connection is sound and the cleaning and tidying of the work place after completion of the installation. The unit price must include minimum rates as determined by the Wage Act or Industrial Council agreement or a domestic agreement and costs for taking and processing digital photos in accordance with schedule A. The unit price must include rates and for leaving a notice informing the customer of the work that was carried out.

**Note:**

No additional payment shall be made for the removal of any illegal connection/pipework found between the existing and the new position of a water meter. The work performed is considered to be included in the rate under item B402.20 that was originally issued for the moving of the meter.

No additional payment shall be made for the removal of any illegal connection/pipework that is found during the replacement of an existing meter configuration with a pre-plumbed meter box. The work performed is considered to be included in the rate under item B402.14 that was originally issued for the replacement of the meter.

The collection of evidence for illegal connections found under above mentioned circumstances will be paid under item B402.30

**B402.29.03 Tampered meter (Straight through), Remove illegal "straight through pipe" and fit meter. each**

The Rate for this item shall include full compensation for the Contractor to rectify the water meter installation at the specified address within seven working days. The rate must include the cost for travelling, locating the services, replace

existing meter or cartridge or re-fit meter with the correct flow orientation, test and certify that the connection is sound and the cleaning and tidying of the workplace after completion of the installation. The unit price must include minimum rates as determined by the Wage Act or Industrial Council agreement or a domestic agreement and costs of processing digital photographs and electronic information in accordance with schedule A. The unit price must include rates and for leaving a notice at the premises informing the customer of the work that was carried out.

**B402.29.04      Tampered                      meter                      (Mechanism damaged/vandalised). Remove existing meter or cartridge and fit replacement.                      each**

The Rate for this item shall include full compensation for the Contractor to rectify the water meter installation at the specified address within seven working days. The rate must include the cost for travelling, locating the services, replace existing meter or cartridge or re-fit meter with the correct flow orientation, test and certify that the connection is sound and the cleaning and tidying of the workplace after completion of the installation. The unit price must include minimum rates as determined by the Wage Act or Industrial Council agreement or a domestic agreement and costs of processing digital photographs and electronic information in accordance with schedule A. The unit price must include rates and for leaving a notice at the premises informing the customer of the work that was carried out.

**B402.29.05      Tampered meter (Meter turned around). Re-fit existing meter with the correct flow orientation                      each**

The Rate for this item shall include full compensation for the Contractor to rectify the water meter installation at the specified address within seven working days. The rate must include the cost for travelling, locating the services, replace existing meter or cartridge or re-fit meter with the correct flow orientation, test and certify that the connection is sound and the cleaning and tidying of the workplace after completion of the installation. The unit price must include minimum rates as determined by the Wage Act or Industrial Council agreement or a domestic agreement and costs of processing digital photographs and electronic information in accordance with schedule A. The unit price must include rates and for leaving a notice at the premises informing the customer of the work that was carried out.



<b>B402.30</b>	<b>Collecting Evidence</b>	<b>Each</b>
	<p>Completed works orders must be accompanied by at least three processed digital photos as evidence. The photo must include the time and date stamp. In addition, each photo must be appropriately serialised in order to link it to the specific works order and stand address. The electronic information with photos must be handed in at the Water Audit Sub-Section located at Capitol Towers North Building, 225 Madiba Street, and Room C707 on a bi-weekly basis to be recorded on the Engineer's data base. For this reason, it is essential that the contractor must have a digital camera with zoom capabilities. Every team must have its own digital camera. This will also include photos of damaged paving, concrete and road surfaces that must be repaired afterwards. The photo(s) must be attached to the relevant job card.</p>	
<b>B402.31</b>	<b>Unforeseen Site Visits</b>	<b>Sum</b>
	<p>Proof of visit to the site must be attached to the job card and be submitted to the Engineer for approval of payments.</p> <p>If wrongful information regarding work to be carried out is supplied by the employer resulting in an unnecessary trip the contractor shall be reimbursed provided the trip is claimed within the specified target date. It is the responsibility of the contractor to ensure that the job card received is complete with all the relevant information required before a trip is made. No additional rate will be paid for travelling costs and these costs has to be included in tendered rate.</p> <p>An unforeseen visit will be paid if:</p> <ol style="list-style-type: none"><li>The wrong address was supplied.</li><li>There is no access to premises and proof that the site has been visited at least three times.</li></ol> <p>For No Access, at least three times site visits must have been done for unforeseen to be claimed and proof attached to the job card. Any other issue not mentioned above must be discussed with the Engineer first before unforeseen could be claimed.</p>	
<b>B402.32</b>	<b>Lifting of meters out of chambers</b>	<b>Each</b>
	<p>This pay item shall be used to:</p> <p>Lift a meter above ground level without moving it from its current position.</p> <p>Replace both standpipes.</p> <p>Replace meter if required.</p> <p>The unit of measurement shall be the number of meter installations completed. The size of the water</p>	

connection refers to the size of the water meter used, which shall be connected to the next largest nominal pipe size. (For example, an 80mm diameter water meter will be fitted to a 100mm diameter pipe.)

The tender rate shall include full compensation for travelling, locating existing services, excavating, supplying and fitting of pipes, the meter installation, all other plumbing material necessary to complete the work as indicated on the drawings, flushing of system, testing and replacing the water meter if necessary, connecting the water supply, backfilling and compaction to 90% modified AASHTO density and the cleaning and tidying of the work place after completion of the installation.

The employee will supply all water meters, meter couplings, locking devices and washers.

<b>B402.33</b>	<b>Penalties (Refer to clause 8)</b>	
<b>B402.33.01</b>	<b>For not returning valve to original state (Open/Closed)</b>	<b>Sum</b>
<b>B402.33.02</b>	<b>For not installing a new water meter connection within fourteen (14) working days</b>	<b>Sum</b>
<b>B402.33.03</b>	<b>For not executing any other instruction within fourteen (14) calendar days</b>	<b>Sum</b>
<b>B402.33.04</b>	<b>For not acting according to the set Standard or specifications or negligence from the Contractor</b>	<b>Sum</b>
<b>B402.33.05</b>	<b>For causing damage or leakage due to poor workmanship</b>	<b>Sum</b>
<b>B402.33.06</b>	<b>For not replacing a stolen meter in the set three-hour reaction time</b>	<b>Sum</b>
<b>B402.33.06</b>	<b>For not fixing a damaged water meter connection within Twenty-four hours</b>	<b>Sum</b>
<b>B402.33.07</b>	<b>Claims resulting from water loss due to poor workmanship.</b>	<b>Sum</b>
<b>B402.33.08</b>	<b>For not returning (returned) job card within five working days from date of return to contractor</b>	<b>Sum</b>
<b>B402.33.09</b>	<b>For not writing follow-up work on the job card after completion of the work</b>	<b>Sum</b>
<b>B402.33.10</b>	<b>For not adhering to OHS Act requirements</b>	<b>Sum</b>

<b>B402.34</b>	<b>Water loss owing to damage to the Municipal water pipe system and/or installations</b>	
<b>B402.34.01</b>	<b>Pipes with a diameter of 12 – 40mm</b>	<b>Sum</b>
<b>B402.34.01</b>	<b>Pipes with a diameter of 50 – 90mm</b>	<b>Sum</b>
<b>B402.34.03</b>	<b>Pipes with a diameter of 100 – 225mm</b>	<b>Sum</b>
<b>B402.35</b>	<b>Repair of damage to Municipal water pipe systems and/or installation</b>	
<b>B402.35.01</b>	<b>Pipes with a diameter of 12 – 40mm</b>	<b>Sum</b>
<b>B402.35.02</b>	<b>Pipes with a diameter of 50 – 90mm</b>	<b>Sum</b>
<b>B402.35.03</b>	<b>Pipes with a diameter of 100 – 225mm</b>	<b>Sum</b>

### **C3.7** Management meetings

#### **C3.7.1** Community participation

Community participation consists of engagement of Project Steering Committees (PSC). A PSC will be established for the town by the Ward Councillor, should it be required. The functions of the PSC will be to:

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

The PSC will not have the power to:

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

A monthly meeting will be held with the PSC to discuss relevant matters. The site agent and resident engineer will attend the meetings. The contractor will have to report on progress, deviations from the programme, financial matters community related aspects, general problems, and co-operation at the meeting. The PSC members will not receive any remuneration for attending, and they must provide their own transport.

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Part C3: Scope of Work

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**C3.7.2 Bonds and guarantees**

Will be specified in the letter of appointment.

**C3.7.3 Payment certificates**

Will be carried out as per General Conditions of Contract for Construction Works, Third Edition (2015).

**C3.7.4 Permits**

Not applicable.

**C3.7.5 Proof of compliance with law**

Not applicable.

**C3.7.6 Insurance provided by the employer**

A copy of the policy and the list of excesses may be obtained from

Contractors All Risk and Liability Insurance:  
Mrs Morongwa Mokoena

Tel: 012 358 1126

E-Mail: [morongwam@tshwane.gov.za](mailto:morongwam@tshwane.gov.za)

Tshwane House  
320 Madiba Street  
Pretoria

**C3.7.7 Environment**

See Annexure 3.5.A: Environmental Specification

**C3.7.8 Health and safety**

See Annexure 3.5.B: Health and Safety Specification

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**ANNEXURES:**

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## **1. INTRODUCTION**

The EMP will address the environmental impacts during the construction and operation of the work. Due regard must be given to environmental protection during the entire work package. 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 work 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 Employer's Agent 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 EMP**

The EMP has the following goals:

- Identifying those construction activities that may have a detrimental impact on the environment;
- Detailing the mitigation measures that will need to be taken, and the procedures for their implementation;
- 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 work package. The nominated representative of the Contractor will therefore be responsible for ensuring that the provisions of the EMP are complied with. The Employer's Agent 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 Employer's Agent 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 work package types the City of Tshwane Metropolitan Municipality need to submit to DEAT for approval and those work package 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 work package 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 Employer's Agent 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 Employer's Agent in writing may be sawn off/removed.

The work package 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 Sections 001, 002 and 104 of the Specifications.

#### **6.1.4 Water for human consumption**

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

### **6.2 Sewage treatment**

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

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

Read with Sections 104 of the Specifications.



### 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 is 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 Sections 001 and 002 of the Specifications.

#### 6.3.2 Removal of solid waste

None

#### 6.3.3 Hazardous waste

None

## 7. MEASUREMENT AND PAYMENT

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

TABLE 1 SUMMARY OF MITIGATION MEASURES

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
Establishment of site offices	Siting of offices	Preferred areas would be flat areas along the route. Avoid steep areas as soil erosion could increase. Avoid water courses	001 002.02.01
	Site Plan	Contractor will provide Employer's Agent detail of layout of site facilities within two weeks of moving to the site i.e. 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.	001 002
Site rehabilitation	Clean-up	All construction material is to be removed from the site on completion of the contract.	001 002 104
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

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
	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	203 104
	Borrow material	EMPR's for borrow pits to be submitted to the Department of Mineral and Energy Affairs for approval	201 203
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 veld for this purpose shall not be allowed.	001 002
Fuel, diesel & hazardous materials	Hazardous Materials	All hazardous materials i.e. bitumen binders will be stored in an appointed area that is fenced and has restricted entry. No spoiling of bituminous products on site, over embankments, in borrow pits or any burning. No	

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
		spillage of bituminous products shall be allowed on site.	
	Fuels	All fuel tanks will be stored in an appointed area. Leakage will be avoided.	
	Cooking fuel	The Contractor should ensure that sufficient fuel is available for heating and cooking purposes should this be necessary.	
	Oil, grease	Oil, grease and cleaning materials from maintenance of vehicles shall be collected in a sump and sent back to supplier.	
	Spillages	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.	
General considerations	Lines of authority	A nominated representative of the contractor will be the designated environmental officer for the site.	
	Reports	The environmental officer will submit monthly reports to the Employer's Agent who will verify the information	
	Complaints	Complaints received regarding activities on the construction site pertaining to the environment should be recorded in a designated register, and the response noted with the date and action taken. This record must be submitted with the monthly report	

## **ANNEXURE C.3.5.B Health and Safety Specification**

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## 1.0 INTRODUCTION AND BACKGROUND

### 1.1 Background to the Health and Safety Specification

Historically, the Construction Industry has had poor health and safety record. Due to the complex and potentially dangerous operations being undertaken, there is a risk of incidents and injuries. In many instances poor adherence to the Occupational Health and Safety Act (OHSA) has resulted in severe consequences for Health and Safety performances. CITY OF TSHWANE determined that the highest health and safety standards will prevail throughout the site and that there will be full commitment from all parties to achieving best practices recognised national and internationally.

To achieve this goal CITY OF TSHWANE has prepared and published a Health and Safety Specification for this project. This Health and Safety Specification sets out guidelines and minimum levels of awareness and guidelines for Health and Safety. Responsibility for adherence rests with Contractors and in particular with all employees who are encouraged to be pro-active. CITY OF TSHWANE is committed to ensuring the highest health and safety standards for all work undertaken on site.

Contractors as employers are fully responsible and accountable for compliance with all health and safety requirements.

The Health and Safety Specification have been prepared to include in the Tender and Contract Documents for construction work.

The employer's personnel will be responsible for the auditing of the implementation of the Health and Safety Specification and maintaining the document control and record systems associated with this Health and safety specification.

### 1.2 Purpose of the Health and Safety Specification

The purpose of this Health and Safety Specification is to comply with the duties of the Client base on construction regulation 5, to provide health and safety information about specific project risks known by the client and the Health and Safety Specification must be included in the tender documents. It is also there to assist towards achieving compliance with Occupational Health and Safety Act No. 85 of 1993 and Regulations in order to reduce incidents and injuries.

The Health and Safety Specification will be implemented during the whole construction phases of the project.

This will also assist in ensuring that all cost related to the compliance with Occupational Health and Safety Act No. 85 of 1993 and Regulations as well as this Health and Safety Specification are taken into consideration at Tender stage.

This Health and Safety Specification is a performance specification to ensure that CITY OF TSHWANE as well as bodies that enter into formal agreement with the CITY OF TSHWANE, Consultants, Contractors, and Sub-contractor achieves an acceptable level of OHS performance.

No advice, approval of any document required by this Health and Safety Specification such as hazard identification and risk assessments action plan or any other form of communication from CITY OF TSHWANE shall be construed as an acceptance by CITY OF TSHWANE of any obligation that absolves the contractor from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by CITY OF TSHWANE may result from the contractor failing to comply with the health and safety specification unless CITY OF TSHWANE issued an instruction to any requirement, i.e., the contractor remains responsible for achieving the required performance levels.

### 1.3 Implementation of the Health and Safety Specification

This Health and Safety Specification forms an integral part of the contract, and the Principal Contractor is required to make it an integral part of their contracts with Sub-Contractors and Suppliers. It will be disseminated by CITY OF TSHWANE to persons responsible for the design of the infrastructure works, which will ensure that contractors shall incorporate the requirements of the health and safety specification.

The contractor shall sign a Mandatory Agreement to acknowledgement that he / she has familiarised him / herself with the contents of this health and safety specification and that he/ she shall comply with all his / her obligation in respect thereof.

## 2.0 HEALTH AND SAFETY SPECIFICATION

### 2.1 SCOPE

This Health and Safety Specification covers the requirements for eliminating and mitigating incidents and injuries with all projects over which CITY OF TSHWANE has control over any construction activity.

The scope also addresses legal compliance, hazards identification and risk control, promoting a health and safety culture amongst those working on site and affected by the activities taking place in and around them.

Health and Safety is everyone's responsibility, report Unsafe Act and Unsafe Condition to your superior immediately.

### 2.2 INTERPRETATIONS

#### 2.2.1 Applications

This Health and Safety Specification Health and Safety Specification contains clauses that are generally applicable to construction and to impose proactive controls associated with activities that impact on human health and safety as it relates to plant and machinery.

Compliance to the requirement of the Occupational Health and Safety Act is in addition to the requirement of this Health and Safety Specification and part of the contractor's responsibility.

CITY OF TSHWANE will monitor that the contractor/s complies with the requirements of the Occupational Health and Safety Act No 85 of 1993 and Regulations, will advise the contractor how such compliance is achieved.

#### 2.2.2 Definitions

For the Health and Safety Specification the definitions, acronyms given hereunder shall apply:

Construction work means any work in connection with

- a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or additional to a building or any similar structure:
- b) The construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or the moving of earth, clearing of land, the making of excavation, pilling, or any similar civil engineering structure or type of work.

Construction Site

Means a workplace where construction work is being performed.

Hazard Identification and Risk Assessment and Risk Control

Means a documented plan, which identifies hazards, assesses the risk and detailing the control measure and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risk during construction or operation phases.

#### The Act

Means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

#### Hazard

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

#### Risk

Means the probability or likelihood that a hazard can result in injury or damage.

#### Contractor's Responsible Person

Means any person appointed in writing by the Contractor to supervise construction work. The appointment shall be as required by the OHSA which shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

#### Chief Executive Officer OHS Act section 16(1)

In relation to a body corporate or an enterprise conducted by the state, means the person who is responsible for the overall management and control of the business of such body corporate or enterprise.

#### Danger

Means anything, which may cause injury or damage to a person or property.

#### Employee

Means, subject to the provisions of Subsection (2), any person who is employed by or works for any employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person.

#### Employer

Means, subject to the provisions of Subsection (2), any person who employ or provides work for any person or remunerates that person or expressly or tacitly undertakes to remunerates him but exclude a labour broker as defined in section1 (1) of the Labour Relation Act, 1953(Act No. 28 of 1956).

#### Healthy

Means free from illness or injury.

#### Machinery

Means any article or combination of articles assembled, arranged, or connected and which is used or intended to be used for converting any form of energy to performing work, or which is used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, containing, confining, transforming, transmitting, transferring, or controlling any form of energy.

#### Medical Certificate of fitness

Means a certificate contemplated in regulation 7(8)

#### Mobile Plant

Means any machinery, appliance or other similar device that is able to move independently and is used for the purpose of performing construction work on a construction site.



Properly used.

Means used with reasonable care, and with due regard to any information, instruction or advice supplied by the designer, manufacturer, importer, seller, or supplier.

User

In relation to plant or machinery, means the person who uses plant or machinery for his own benefit or who has the right of control over the use of plant or machinery, but does not include a lessor of, or any person employed in connection with the plant or machinery.

Reasonably Practicable

Means practicable having regard to:

The severity and scope of the hazard or risk concerned,

The state of knowledge reasonably available concerning that or risk and any means of removing or mitigating that hazard risk.

The availability and suitability of means to remove or mitigate that hazard or risk, and

The cost of removing or mitigating that hazard or risk in relation to the benefits deriving there from.

Safe

Mean free from any hazard.

Client

Means any person for whom construction work is performed and/or undertaken (i.e., CITY OF TSHWANE for the purpose of this specification.

Agent

Means a competent person who acts as a representative for a client.

Competent person

Means a person who 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 provisions the National Qualification Framework Act, 2000 (Act No 67 of 2000), those qualifications and that training must be regarded as the required qualifications and training.

Construction Manager

Means a competent person responsible for the management of the physical construction processes and the coordination, administration, and management of resources on a construction site.

Contractor

Means an employer who performs construction work.

Health and Safety file

Means a file or other record containing the information in writing required by these regulations.

Health and Safety plan

Means a site, activity, or project specific documented plan in accordance with the client's health and safety specification.

Health and Safety specification

Means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work.

Method statement

Means a document detailing the key activities to be performed to reduce as reasonable as practicable the hazards identified in any risk assessment.

#### Principal contractor

Means an employer appointed by the client to perform construction work.

#### 2.3.1 Notification of intent to commence Construction Work (Construction Regulation 4)

The Contractor shall notify the Provincial Director of the Department of Labour in writing 7 days before the work begins if the tendered construction work will.

- Include excavation.
- Include working at height where there is a risk of falling.
- Include demolition of a structure or
- Include the use of explosive to perform construction work.

Notification form or template can be found in the Construction Regulations, 2014 – Annexure 2

A copy of the notification letter from the Provincial Director shall be forwarded to CoT ePMU for record keeping.

#### 2.3.2 Preparing of Safety Plan and Safety File

The Contractor shall provide and demonstrate to the Client a suitable, sufficiently documented, and coherent site-specific health and safety plan based on the Client's Health and Safety Specification (Construction Regulation 7 (1)(a)).

The Contractor shall open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these regulations (Construction Regulation 7 (1) (b)).

The Contractor must include his or her letterhead on the safety plan and on all documentation in the safety file as these are legal documents which the contractor is legally bound to implement and can be used in a court of Law.

#### 2.3.3 Assignment of Contractor's Management Team to Supervise on Site

The Contractor shall submit all supervisory appointment (contractor's management team) as well as safety Officer; the Contractor shall submit a competent certificate of the appointed safety officer who will be available on-site full time. The safety officer must be appointed in writing. The safety officer will assist in the control of all safety related aspects on site. The safety officer will also be utilised to give input at the early stage of the project and input into the health and safety plan. The Contractor shall also submit a CV of the safety officer for approval by CITY OF TSHWANE Safety Agent and CoT ePMU he or she must be registered with SACPCMP and proof must be available.

#### 2.3.4 Competency for Contractor's Management Team

The Contractor's management team shall be competent, and proof of competency must be sent to CITY OF TSHWANE before commencement, the safety officer must be appointed full time on site and have a proof of registration with a statutory body approved by the chief inspector (SACPCMP). The Contractor shall submit CVs of the contractor's management team for approval to CITY OF TSHWANE prior the commencement of work on site.

#### 2.3.5 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

Valid Letter of good standing with the compensation Insurer must be submitted with the Tender.

#### 2.3.6 Occupational Health and Safety Policy

The Contractor shall submit a Health and Safety Policy signed by the Chief Executive Officer/ Managing Director. The Policy must outline objectives and how they will be achieved and implemented by the Contractor.

#### 2.3.7 Health and Safety Organogram

The Contractor shall submit an organogram, prior to construction commencement, outlining the Health and Safety

Sites Team as required and as related to the relevant appointment by the OHSA. In cases where appointments have not been made, the organogram shall reflect the position. The organogram shall be updated when there is a change in the site team.

#### 2.3.8 Pregnancy Policy

The Contractor shall submit a Pregnancy Policy signed by the Chief Executive Officer/ Managing Director.

#### 2.3.9 HIV Policy

The Contractor shall submit a HIV Policy signed by the Chief Executive Officer/ Managing Director

#### 2.3.10 Risk Assessment

The Client shall prepare a Baseline Risk Assessment for the intended construction work projects and the risk identified and assessed shall form part of the health and safety specification.

The Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risk shall form part of the health and safety plan applied on site and shall include the following:

- a) The identification of the risk and hazards to the health and safety to which persons may be exposed:
- b) The analysis and evaluation of the hazards identified.
- c) A documented plan and safe working procedures to mitigate, reduce or control the risk identified; and
- d) The monitoring and review plan of the risk and hazards.
- e) The relevant personal protective equipment or clothing

Preventative measures must first address the elimination of the hazard or risk. Should PPE be required to reduce risk the equipment or clothing must be used and be SABS approved.

Hazard Identification Risk Assessment (HIRA) it's an on- ongoing process and must be reviewed regularly where changes are made to the design or when incident occurred or when starting a new activity on site. The Contractor must ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding all hazard identified before any work commence.

The Health and Safety Representative(s), the Health and Safety Committee Member and (Contractor's Representative) shall be members of the HIRA Team and will ensure that all the identified hazards and risk are appropriately controlled and reviewed.

The Contractor shall be responsible for making sure that all employees under his/ her control are conversant with the content of the HIRA and what appropriate measures have been put in place to either eliminate or reduce the identified risk. The Contractor shall outline to employees what role they are expected to play in the HIRA and control measure process.

The Contractor must ensure that copies of risk assessments for this site are available on site for inspection by interested parties' i.e., Client Agent.

#### 2.3.11 Health and Safety Representative(s)

The Contractor shall ensure that a Health and Safety Representative(s) are/ is elected and trained to carry out his / her functions. The appointment must be in writing. The Health and Safety Representative shall carry out regular inspection, keeps records and report to the supervisor to take appropriate action. He / she shall attend Health and Safety Committee Meetings and take part in investigating incidents and non - conformances.

### 2.3.12 Health and Safety Committees

Where two or more safety representative has been designated on site the Contractor shall establish one or more health and safety committee/committees. The Contractor shall ensure that monthly Health and Safety meetings are held, and minutes are kept. The Contractor shall ensure that the safety officer and/ or safety representative attends these meetings. Minutes thereof must be available in the safety file.

### 2.3.13 Health and Safety Training

The Contractor shall conduct a training needs analysis quarterly to ascertain what health and safety training is required.

#### 2.3.14.1 Induction

The Contractor shall ensure that all employees under his / her control have gone through health and safety induction before commencement on site. The Contractor shall make it a rule that the entrance to the induction training is a medical certificate of fitness and shall keep a copy of the attendance register of all his/ her employees who attended the induction. Provide employees with some form of proof of induction when on site i.e. cards

#### 2.3.14.2 Awareness

The Contractor shall conduct, on site, periodic toolbox talks, preferably weekly or before any hazardous work takes place. The talks shall take cover the relevant activity and an attendance register must be kept and signed by all attendees. A record of who attended and the content of the topic will be kept on the site health and safety file as evidence of training.

#### 2.3.14.3 Competency

After the Contractor has identified the training to be conducted as part of the competency and based on the HIRA. He/ she shall send the relevant person on appropriate courses and keep the certificate for reference.

### 2.3.15 General Record Keeping

The contractor shall keep and maintain Health and Safety records to demonstrate compliance with the health and safety specification and the OHSA. The Contractor shall ensure that all records of incidents, spot fines, training etc. are kept on site. All documents shall be available for inspection by CITY OF TSHWANE, Client, or the Department of Labour's Inspectors.

### 2.3.16 General Inspection, Monitoring and Reporting

The Contractor shall carry out daily inspection and investigate all incident and report to CITY OF TSHWANE as required in General Administrative Regulations 8, Annexure 1 must be emailed to CITY OF TSHWANE every time an incident is recorded. The Contractor shall be required to keep records of all inspections and investigations, which were undertaken, and any other inspections and investigations by person(s) authorised to do so.

### 2.3.17 Internal Audits

The Contractors personnel (Contractor's Responsible Person) shall conduct monthly health and safety audits to ensure compliance with the OHSA and health and safety specification. Records of audits must be kept, and non-conformance reported, investigation and corrective action must be taken to prevent re- occurrence.

### 2.3.18 External Audits

CITY OF TSHWANE SHEQ Management shall conduct monthly health and safety audits to ensure compliance with health and safety specification and any relevant Health and Safety Legislation (OHSA). All documentation held by the Contractor shall be available for inspection. The Contractor shall provide any additional information required by CITY OF TSHWANE or Client. CITY OF TSHWANE shall verify the results with the Contractor being audited.

### 2.3.19 Incentives

CITY OF TSHWANE shall identify a Contractor that has performed best in implementing the health and safety specification and make an award to or acknowledge that Contractor.

### 2.3.20 Penalties

CITY OF TSHWANE will impose spot fines on the Contractor if found to be infringing on the health and safety specification or any requirement of the OHSA. The Contractor shall be advised in writing of the nature of the infringement and the amount of the spot fine. The Contractor shall also take necessary steps (e.g., training) to prevent recurrence of the infringement and shall advise CITY OF TSHWANE accordingly. The Contractor is also advised that the imposition of spot fines does not replace any legal proceedings CITY OF TSHWANE, Client, Authorities, or Members of the public may institute against the Contractor. Spot fines shall be between R250 and R2000, depending upon severity. The amount of the spot fine will be determined by CITY OF TSHWANE and will be final. In addition to the spot fine, the Contractor shall make good any damage caused because of the infringement at his own expense.

Infringements for which spot fines will be imposed, but are not limited to, are given below:

- ✓ Not keeping a copy of the OHSA on site
- ✓ Expired Letter of Good Standing
- ✓ Not keeping a fully stocked First Aid Box
- ✓ Failure to use Personal Protective Equipment or Clothing
- ✓ Failure to adhere to the safe work procedure as per Hazard Identification and Risk Assessments
- ✓ Failure to conduct inspections.
- ✓ Failure to keep records of inspection of equipment or machinery.
- ✓ Failure to adhere to Occupational Health and Safety signage posted on site.
- ✓ Failure to report incidents as per legal requirements and as per CITY OF TSHWANE reporting of investigation procedures,
- ✓ Littering on site – not adhering to on site housekeeping,
- ✓ Failure to provide or use ablution facilities.
- ✓ Being on site without having gone through Health and Safety Induction and
- ✓ Use of machinery by non- authorised personnel.

Receipts for fines shall be issued and the appropriate documentation retained by CITY OF TSHWANE. Money “raised” through fines may be used to fund health and safety incentive schemes and /or other social schemes of collective benefit.

A contravention of a requirement of this health and safety specification shall be sufficient grounds for CITY OF TSHWANE to require the removal from site of the person responsible for the non-compliance and the contractor shall have no claim in repect of such removal.

### 2.3.21 Emergency Procedures

The contractor shall participate in the CITY OF TSHWANE’s Emergency Procedure’s on site and shall submit a detailed Emergency Procedure for the contractor’s scope of work for approval by CITY OF TSHWANE prior to commencement on site. The procedure shall detail the response plan including the following key personnel:

- List of key personnel,
- Details of emergency services,
- Actions or steps to be taken in the event of the emergency; and
- Information on hazardous material / situation, including each material’s / hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

Emergency Procedures shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, etc. the contractor shall advice CITY OF TSHWANE in writing of any on site emergencies, together with a

record of action taken, within 24 hours of the emergency occurring. A contractor list of all service providers (Fire department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

#### 2.3.22 First Aid Box and First Aid Equipment

The contractor shall appoint in writing a First Aid Attendant/s. the appointed First Aid Attendant/s are to be sent for accredited first aid training before starting on site. Valid certificates are to be kept on site. The contractor shall provide an on-site First Aid Box, adequately always stocked, and ensure that the first aid box is accessible and fully controlled by a qualified first aid attendant.

#### 2.3.23 Accident / Incident Reporting and Investigation

The contractor shall in addition to the prescribed requirements of the OHSA, investigate, record and report all reportable incidents as per CITY OF TSHWANE 's contractor Incident Reporting and Investigation Procedure. The Investigation shall be conducted by a qualified person or person who has sufficient knowledge to carry out an investigation.

#### 2.3.24 Hazards and Potential Situations

The contractor shall immediately notify other contractors or sub-contractors after CITY OF TSHWANE has been notified of any hazardous or potentially hazardous situations, which may arise during performance of the activities.

#### 2.3.25 Personal Protective Equipment (PPE) and Clothing

The contractor shall ensure that all workers are issued and wear Helmets, steel Toe Safety Shoes and overall, as a minimum requirement. The contractor shall carry out PPE or clothing needs analysis to determine the necessary PPE or clothing and as determined by the HIRA or clothing to be used during construction. The contractor shall make provision and always keep adequate quantities of SAN approved PPE or clothing on site. The contractor shall outline procedure to be taken when PPE or clothing is:

- Lost or stolen.
- Worn out or damage.

#### 2.3.26 Occupational Health and Safety Signage

The contractor shall, ascertain and provide adequate on site OHS signage. OHS signage shall include, but shall not be limited to, hard hat/ helmet area, safety shoes must be worn, dust masks in areas where there might be exposure to dust, ear plugs/muffs where there might be exposure over a certain limit, gloves, safety goggles, safety harness, etc. the contractor shall be responsible to maintain the quality and replacement of signage.

#### 2.3.27 On site permits

The contractor shall ensure that a written work permit is obtained from CITY OF TSHWANE before commencing with any work to be undertaken. A permit shall be issued for all hazardous or dangerous activities to be carried during construction. CITY OF TSHWANE shall sign the permit before the contractor commence on site, the following is a list of hazardous activities, which need a permit:

- Hot works/ welding
- Working in confined space
- Carrying out excavation more than 1.5m deep
- Use of hazardous chemical substance, e.g., Asbestos, Lead.
- Demolition work
- Use of explosive and blasting; and
- Piling

### 2.3.28 Management of Sub-contractors

The contractor shall ensure that all sub-contractors under his/ her control are complying with this health and safety specification; the OHSWA requirements; and any relevant legislation which may relate to the activities directly or indirectly.

## 2.4 OCCUPATIONAL SAFETY

### 2.4.1 Excavation, Shoring, Dewatering or Drainage

The contractor shall make provision in his/her tender for shoring, dewatering or drainage of any excavation unless otherwise stipulated elsewhere in the contracts. If an excavation is more than 1.5 metres long / deep a safe working procedure shall be submitted for approval by CITY OF TSHWANE. A permit will be issued to the contractor to proceed with the excavation work. The contractor shall make sure that:

- a) The excavation/s are inspected before the shift starts and record is kept.
- b) All excavation must be barricaded up to 1,2 m high.
- c) There are no unguarded excavations regardless of depth.
- d) The safe working procedures has been communicated to the workers; and
- e) The safe working procedures must always be enforced and maintained by the contractor's responsible person.

### 2.4.2 Explosive and Blasting

The contractor shall ensure that the use of explosive and blasting (where required) be undertaken by a specialist contractor or a sub-contractor with proven track record in the type of work to be performed. A safe working procedure (SWP) shall be submitted for approval by CITY OF TSHWANE before commencement of work.

### 2.4.3 Barricading of construction and walkway.

Areas where the restriction or prevention of unauthorised persons/members of public is required.

- Name and contact detail of person and Contractor Company that is responsible for the barricading shall be posted on the actual barricading.
- All barricading shall be checked and maintained.
- All openings and edges must be barricaded with solid barricading to withstand an impact of at least 100 kg.

N.B The contractor barricading standard procedures must accompany the SHE plan.

### 2.4.4 Piling

The Contractor shall ensure that piling (where required) is undertaken by a specialised contractor or a subcontractor with proven records in the type of work performed. A SWP shall be submitted for approval to CITY OF TSHWANE, before commencement of this work.

### 2.4.5 Stacking of Materials

The Contractor shall ensure that a competent person is appointed in writing as stacking supervisor of all materials on site, provide adequate storage area, demarcate storage area and keep the storage and storage areas neat and under control.

Housekeeping means a place for everything and everything in its place.

### 2.4.6 Speed Restrictions and Protection

The Contractor shall ensure that all persons in their employ and all those that are visiting the site are aware and comply with the site speed restriction(s). On site gravel or earth roads and within 500m of the site, the vehicles of

the Contractor and his/her suppliers shall be regulated to a maximum of 30km/h or as directed by notices and signs.

#### 2.4.7 Hazardous Chemical Substances (HCS)

The Contractor shall provide the necessary training and information regarding the use and storage of HCS. The Contractor shall ensure that the use and storage of HCS is carried out as prescribed by the HCS Regulation. The Contractor shall ensure that all chemicals brought to site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the Occupational hazard and precautions that need to be taken when using the chemicals through training and proof must be available in the safety file. The First Aid Attendant must be made aware of the MSDS and how to treat HCS incidents appropriately.

### 2.5 Plant and Machinery

#### 2.5.1 Construction Plant

“Construction Plant” encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, excavators, draglines, dewatering equipment, and road vehicles with or without lifting equipment. The Contractor shall ensure that all such plant complies with the requirements of the OHSA. The Contractor shall inspect and keep records of inspections of the tools and equipment used on site. Only authorised persons are to use machinery under proper supervision. Appropriate PPE and clothing and as specified by the HIRA, shall be provided, and always maintained in good condition.

#### 2.5.2 Vessels under Pressure (VuP) or Gas Bottles including Operations.

The Contractor shall comply with Vessels under Pressure Regulation, including:

- Providing competency and awareness training to the operators.
- Providing PPE or clothing.
- Providing and maintain appropriate signage in areas where VuP are used.
- Inspect equipment regularly and keep records of inspections.
- Providing appropriate firefighting equipment (Fire Extinguishers).

#### 2.5.3 Fire Extinguishers and Fire Fighting Equipment

The Contractor shall provide adequate, serviced regularly, fire extinguishers located at strategic points in site where the contractor is engaged in construction activity. The Contractor shall keep spare serviced portable fire extinguishers where required. Safety signage shall be posted up in all areas where fire extinguishers are located. The Contractor shall have adequate persons trained or competent to use the Fire Fighting Equipment.

#### 2.5.4 Hired Plant and Machinery

The Contractor shall ensure that any hired plant and machinery brought to the site is safe for use. The necessary requirements as stipulated by the OHSA as well as those that are stipulated by this health and safety specification, shall apply. The Contractor shall ensure that operators hired with the machinery undergoes health and safety induction, have their certificate of fitness and competency, have appropriate toolbox talks and be issued with the necessary PPE clothing.

#### 2.5.5 General Machinery

The Contractor shall comply with the Driven Machinery Regulation and Construction Regulations, which includes inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance and the medical and psychological testing of operators.

#### 2.5.6 Public Health and Safety

The Contractor shall ensure that each person working on or visiting a site shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimise those dangers. Appropriate health and safety signage shall be always posted.



Both CITY OF TSHWANE and the Contractor have a duty in terms of the OHSA to do all that is reasonably practicable to prevent members of the public and others being affected by the construction processes to be aware and put preventative measures in place. The public or visitor shall go through a brief health and safety induction detailing hazards and risks they may be exposed to what measures are in place to control these hazards and risks.

#### 2.5.7 Night Work

The Contractor shall not undertake any night work without prior arrangement and written permit from CITY OF TSHWANE. The Contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in work being stopped.

#### 2.5.8 Construction employee's facilities

The Contractor in addition with the facility regulations, 2004 shall provide within reasonable access of every construction site the following clean, hygienic, and maintained facilities.

1. Shower facilities at least one shower for 15 people
2. Sanitary facility for each sex and for every 30 workers
3. Changing facility for each sex
4. Sheltered eating facility with tables and chairs

The weather conditions might be unsuitable for workers to be exposed to e.g., in rainy season. In terms of the OHSA, employers must provide employees with facilities for safekeeping.

#### 2.5.9 Transport of Workers

The contractor shall comply with the National Road Transport Regulations, 2000. The Contractor shall, and not be limited to:

- Not transport person together with goods or tools unless is an appropriate area or section to store them.
- Not transport persons in a non- enclosed (top) vehicle, e.g., truck, there must be a proper canopy (properly covering the back and the top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.
- Not transporting workers in bakkies.
- Provision of a serviced portable fire extinguisher always.

It is vital that all those exposed to the hazards or risk are made aware of the risk what control measures have been put in place to prevent the occurrence of incidents.

### 2.6 Occupational Health

Exposed of workers to occupational health and hazards and risk are very common in any work environment, especially in construction. Occupational health hazards and risk exposed is a major problem and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks. The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing e.g., cement dust,
- Ingestion through swallowing maybe through food intake.
- Absorption through the skin (pours) e.g., panting or use of thinners.

#### 2.6.1 Provision of Medical Certificates and Medical Treatment

The Contractor shall be required to:

- Ensure that all his or her employees have valid medical certificates of fitness specific to the construction work to be performed and issued by an occupational health practitioner as defined in the construction regulation 7(8).

The Contractor shall ensure that a facility is identified close to the site for medical treatment under the following situations.

- Injury on duty (IOD) referred to here as First Aid, Medicals and Disabling Incidents.
- Emergency Response

## 2.7. Traffic Accommodation

The Contractor must comply with the requirements of the Road Traffic Act (Act 93 of 1996) as well as the requirements of relevant authority's construction roads signs must be erected to notify all motorist using the road to comply to the requirement. Flag person must be on standby to assist in the control of traffic, when roads are closed due to construction work the contractor must make alternative roads for local residents

- a. It is a sound practice to store pressure vessels or welding cylinders vertically and to secure them by means of a chain.
- b. Acetylene cylinders may never be inclined more than 45 degrees.
- c. Proper and adequate fire prevention measures will be instituted and maintained for as long as the welding continues.
- d. Where explosive or flammable vapours are present welding will only be done under hot work permit.

## 2.8 Exposure to poisonous animals or insects

The contractor must ensure that the following are duly adhered to:

- a. The emergency procedure will have effective treatment for employees or other persons visiting the site and exposed to bites or stings from poisonous animals and insects i.e., the contact details of the nearest medical unit that could treat employees exposed to bites or stings be obtained and arrangements will be made with the service provider on the procedure to be followed to ensure swift response when required
- b. Confirmation will be obtained from this medical unit that they have anti venom reserved to treat employees or other persons visiting that may be exposed to snake bites or scorpion stings.
- c. Competent first aider will be available to facilitate the treatment and the
- d. Potential exposure posed by poisonous animals or insects and awareness thereof be discussed with all employees as part of the toolbox talks and general awareness training and other persons visiting as part of the pre site visit induction process.

## 2.9 Working in inclement weather.

The contractor must implement an early warning system to identify inclement weather and prevent such weather from posing negative implications on the safety of employees and other person visiting.

The early warning system will provide the following:

### 2.9.1 Construction work done during electrical storm.

- a. The contractor must ensure that all employees are removed from height and all employees are as safe as possible, in inclement weather conditions.
- b. Work will not be done on construction site during electrical storms where employees cannot be protected from it. Protection involves employees being restricted to:
  - i. Eating area fitted with lighting mast.
  - ii. Workshops
  - iii. Inside building
- c. No work will be allowed when lightning is within a 10-kilometre radius.
- d. After inclement weather on site risk assessment will be reviewed to include wet condition.

## 2.92 Lifting equipment operation during inclement weather

- a. Lifting operation will stop during lightning within a 10-kilometre radius and wind above 28km/h, and the lifting equipment operator will not be allowed to leave the lifting equipment with the booms extended.
- b. Lifting operations will stop during rain, rigging and hand lifts.
- c. Booms on lifting equipment will be retracted.
- d. All rigging operations will stop, and employees will be removed from site.

## 2.9.3 Construction work done during rain.

- a. During rainy conditions all work on steel structure will stop
- b. No electrical tools will be used during rainy weather in open areas.
- c. Work can be done in waterproof areas where there is zero risk for electrocution.
- d. Areas which will be cleared to work on during rain.
  - Workshops
  - Offices

## 2.9.4 Driving in inclement weather

The contractor must ensure that the danger of driving in wet conditions is adequately covered in the risk assessment.

The risk will include.

1. Route planning
2. Speed reduction
3. Planning for emergency situations
4. Driving precautions for slippery surfaces
5. Visibility hazards

## 2.10 Security

The contractor must establish site access rules and has to implement and maintain these throughout the construction period. Access control includes the rules that non-employees will not allowed on site unaccompanied.

The contractor must develop a set of security rules and procedures and must implement and maintain these throughout the construction period and comply with PSIRA regulations.

## 2.11 Cost for health and safety measures during construction process

The contractor must allocated sufficient provision for the cost of implementing and maintaining their health and safety plan.

## Requirements

ANNEXURE A			
HEALTH AND SAFETY SPECIFICATION item No:	HEALTH AND SAFETY SPECIFICATION Requirements	OHSA Requirements	Submission Date
1	Notification of intent to commence Construction.	CR 4 Complete Annexure 2 (Construction Regulations)	Before commencement on site.
2	Baseline Risk Assessment and Safety plan.	CR 9(1)(a) CR 7(1) (a)	Submit Baseline Risk Assessment and a Safety Plan with the Tender Document.
3	Assignment of Responsible to Manage and Supervise Construction Work	All relevant appointment, as per OHSA. S16.2, CR 8(1), CR 8(5) CR 8(7) and 8(8)	Before commencement on site.
4	Competency for health for the health and safety officer.	CITY OF TSHWANE /Client Requirement	Before commencement on site.
5	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 OF 1993	COIDA Requirement, Letter of Good Standing	When submitting this project tender.
86 6	Occupational Health and Safety Policy	CITY OF TSHWANE Requirement	Before commencement on site.
7	Health and Safety Organogram.	CITY OF TSHWANE Requirement	Before commencement on site.
8	Health & Safety Representative.	Section 17	Submit as soon as there are more than 20 employees on site

Assignment of Contractor's Responsible Persons

ANNEXURE B

The Contractor shall make the following appointment but not limited to:

Appointment	OHSA Requirements	Requirements
CEO assignee	Section 16(2)	A competent person to assist with the on-site H&S overall responsibility- Contractors Responsible Person.
Health and Safety Representative(s)	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery, and Health & Safety of persons in the workplace.
Health and Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with onsite Health and Safety matters.
Construction Manager	CR 8(1)	A principal contractor must in writing appoint a full-time competent person as the construction manager with the duty of managing all construction work as per CR 8(1)
Safety Officer/ Accident Investigator and risk assessor	CR 8 (5), (6), CR 9 and GAR 9	A competent person to manage all safety matters related , do risk assessments and investigate incidents/ accidents on site
Construction Work Supervisor	CR8(7)	A competent person to daily supervise and be responsible of health and safety related issues on site. The person is appointed to assist the CEO with his / her overall duties.
Subordinate (Assistance) Construction Work Supervisor.	CR 8 (8)	A competent person to assist with daily supervises of construction work. The person appointed to assist the construction work supervisor
First Aid Attendant	GSR 3	A qualified person to address all on site first aid cases.
Machinery Inspector	GMR 2	A competent person to supervise machinery
Excavation	CR 13	A competent person to inspect daily excavation and work and check if approved safe working procedures are followed at all times.

Contract: WS18 2023-24 TENDER FOR THE WATER METER CONNECTIONS, MAINTENANCE AND RELATED WORKS WITHIN THE BOUNDARIES OF THE CITY OF TSHWANE FOR A THREE-YEAR PERIOD (AS AND WHEN REQUIRED)

Part C3: Scope of Work

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ANNEXURE B
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Appointment	OHSA Requirements	Requirements
Ladder Inspector	GSR 13 A	A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly records.
Welding, Flame cutting, soldering and similar operations Inspector	GSR 9 (1)(a)	Operators of equipment are to be competent.

SAFETY FILE CONTENT
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Index No	Description
1	Health and Safety Specification from the client
2	Health and Safety Plan
3	Emergency Plan and Traffic Management Plan
4	Notice to the Provincial Director
5	Workman Compensation COID: Letter of Good Standing
6	SHEQ Policy
7	Drug and Alcohol Abuse Policy
8	Pregnancy Policy and HIV Policy
9	Organogram
10	Company Profile
11	Legal Appointments-
12	Copies of ID Documents and Certificates of Competencies
13	Certificates of Fitness
14	37.2: Contractors Mandatory Agreement
15	Risk Assessments – baseline HIRA, Activity based HIRA and Continuous HIRA
16	Mandatory Registers Required for All Contracts:
	Description of Item
	Committee Agenda and Minutes
	Induction training and PPE Receiving Register
	List of Qualified First Aiders
	Minimum Contents First Aid Box
	First Aid Dressing Records
	First Aid Order Form
	Safety Representative Monthly Checklist
	PPE Register for checking if employees are wearing PPE.
	Employers Report of Accident
	Annexure 1 Recording of Incident
	Other Contract Specific Registers
17	Toolbox Talks
18	SWP and Methods of Statement
19	MSDS
20	Construction Regulation 2014 and Copy of the OSHACT

**BASELINE HAZARD IDENTIFICATION RISK ASSESSMENT**

Task	Hazards	Source	Freq=	Consequence	Extend of Exposure				Control Measures
					F	C	L	R/S	
Clearing of the site	Stone chisel Grinder or Jackhammer Dust Breathing in dust from removing grass. Breathing in exhaust fumes from grinder or Jackhammer	Lack of knowledge, lack of warning, Inadequate barriers, human	Hrs/d ay	Back injury Injury, possible Fatal TB Lung cancer	8	2	8	124	Minimize dust by pouring water on the grass before removing it. Use mechanical means. Training and personal protective equipment hand gloves, dust masks must be provided.
Site Establishment	Dropping of containers during transportation Loading/off-loading equipment's Lifting	Lack of knowledge, lack of warning, Inadequate barriers, human	Hrs/d ay	Injury, possible Fatal	8	8	8	512	Secure containers' properly before transportation. Ensure enough clearance before loading and offloading. Check machinery before operating and confirm the capacity. Provide competent lifting equipment operator. Use adequate and proper slings to secure containers
Setting out	Use of out calibration equipment. Work on traffic roads Cuts from broken debris	Lack of knowledge, lack of warning, Inadequate barriers, human	Hrs/d ay	Injury, possible Fatal	8	8	8	512	Provide calibration certificates. Place 'man at work signs' Provide flagman to control and direct traffic. Place traffic delineates devices. Wear reflective jackets. Wear safety equipment's
Access control	Incompetent Security personnel Unauthorised access Contact with community members. Inadvertent access Lack of supervision	Lack of knowledge, poor planning, and poor supervision	Hrs/d ay	Material loss/stolen. Abduction, assault, Employees attacked at work.	10	5	8	400	Place competent security personnel at the access gate. Established site access rules, implement and maintain these throughout the construction period.
Working on sun	Person over exposed to sun	Lack of knowledge, lack of warning, Inadequate barriers, human error	Hrs/d ay	Injury, possible Fatal	10	3	5	150	Provide personnel with information on skin cancer and preventative measures (Sun Block)



Task	Hazards	Source	Freq =	Consequence	Extend of Exposure				Control Measures
					F	C	L	R/S	
Delivery on site	Manual handling injuries Using cranes or other lifting equipment such as lorry loaders Pedestrians being hit by moving vehicles. People falling from vehicles. Vehicles turning over. People being hit by objects falling from vehicles	The supplier sending the goods. The carrier - the haulier or other company carrying the goods. The recipient - the person receiving the goods. Lack of any agreement between supplier, carrier, and recipient	Hrs/d ay	Injury, possible Fatal	2	9	7	126	All parties should agree on a written delivery plan. Make sure your expectations are clear, i.e. Are the carriers' drivers trained in general safety precautions to take when visiting sites, in particular concerning the risks involved in (un)loading delivery vehicles, and give them clear instructions on what to do if they are to deliver at our site ensuring safety
Bulk Earthworks to achieve the required design level when construction traffic calming and pedestrian safety measures	Slips / Trips Hidden Manholes.	Lack of knowledge, no plans available, human error,	Hrs/d ay	Injury	10	5	5	250	Where there is a risk of persons falling into excavations barriers must be erected around the excavation to prevent persons from falling into excavations. The storage of excavated materials must be 2m away from the excavation. Signage / Barriers must be erected around perimeter of work area.
Bulk Earthworks to achieve the required design level for the construction of traffic calming and pedestrian safety measures	Use of Excavators and other Construction Vehicles/Plants	No plan available, Haste, unauthorized Usage, lack of knowledge, human error	Hrs/d ay	Injuries, production Loss, property damage,	10	8	8	640	All operations to be planned and supervised by the Construction Manager. All operators of Plant/Construction Vehicles must have undergone suitable training for the use of the equipment. Proof of competency must be on site. All operators of Plant/Construction Vehicles must have medical certificate of fitness declaring them fit to operate such a Plant or Construction Vehicle. All operators of Plant/Construction Vehicles must inspect their Plant or Construction Vehicles daily and the registers must be kept in the safety file.

Task	Hazards	Source	Freq =	Consequence	Extend of Exposure				Control Measures
					F	C	L	R/S	
Bulk Earthworks to achieve the required design level for the construction of traffic calming and pedestrian safety measures	Overhead and Underground Services.	Lack of knowledge, no plans available, Human error	Hrs/day	Injuries, production Loss, property damage	10	8	8	640	<p>Posts and warning signage must be erected to remind operators of the location of overhead cables. Mechanical diggers will not be permitted to excavate the wide excavation under the overhead cables with this ground being removed by the dozers.</p> <p>Prior to commencement of works information on the location / status of services will be provided by the Client / Principal Contractor.</p> <p>Prior to actual excavation works the Contractor Construction Supervisor will undertake an inspection of the work area to identify any signs of the potential location of live services in the area.</p> <p>In the event services are identified, safe digging techniques will be adopted. No machine excavation work will be undertaken within 0.5 metres of a known live service.</p> <p>In the event any live services are exposed these will be supported, and all services, including 'pot ended' cables will be treated as live unless it is confirmed otherwise.</p>
Bulk Earthworks to achieve the required design level for the construction of traffic calming and pedestrian safety measures	Slips / Trips Hidden Manholes.	Lack of knowledge, no plans available, human error,	Hrs/day	Injury	10	5	5	250	<p>Where there is a risk of persons falling into excavations barriers will be erected around the excavation to prevent this.</p> <p>The storage of excavated materials must be stored 2m away from the excavation.</p> <p>Signage / Barriers will be erected around perimeter of work area.</p>

Task	Hazards	Source	Freq =	Consequence	Extend of Exposure				Control Measures
					F	C	L	R/S	
Excavation activities interrupting motorist and community members	Motorist Community Members Vehicle/Traffic accidents	Lack of knowledge, human error, negligence lack of proper PPE.	Hrs/d ay	Injury, health risk	10	9	8	720	Prior to commencement of works the Site Manager/ Supervisor must ensure Signage / Barriers are erected around perimeter of work area to prevent / deter unauthorised access. Site Traffic Management procedures and those set by the Client will be adhered to. The contractor must prepare the site-specific Traffic Management Plan and submit it to the Client Safety Agent for approval.
Dust during Bulk Earthworks to achieve the required design level	Dust and airborne particles	Lack of knowledge, lack of warning, Inadequate barriers, human error	Hrs/d ay	Occupation diseases lung infection, TB	10	8	6	480	Employees must wear nasal dust mask. Hosing down of work with water to keep dust nuisance to absolute minimum.
Working with hand tools shovel, pick	damaged tools dull blade, cracked handle or blunt point	Lack of knowledge, lack of warning, Inadequate barriers, human error	Hrs/d ay	Injury on hands	1	5	4	20	Wear protective eyewear when using a pick. Worker must wear the appropriate PPE. Cutting edges of axes and other edged cutting tools shall be kept sharp. Handles of axes, picks and sledges shall be kept smooth and the head must be securely attached. A cracked handle shall be replaced promptly, not repaired with wires, or covered with tape. Use extra caution to prevent the tool from glancing off the work and striking the user. Ensure proper footing and firm stance is used. Avoid swinging too close to the feet.
Working close to the public road	Vehicles Public members/ Motorist	Inadequate planning, poor supervision, lack of signs and poor demarcation	Hrs/d ay	Major Accidents Collisions Subsequent legal liability Injury, death	10	10	10	1000	The Contractor must compile a Site-Specific Traffic Management Plan/Traffic accommodation plan and submit it to the Client Safety Agent for approval. Careful planning from the Client is required for road and storm waters interruptions.
Working with inadequate/substandard/fake material	Structure collapse	Buying inadequate/substandard/fake materials, poor mixing of material and using expired material	Hrs/d ay	Injury, possible Fatal Death	10	10	10	1000	Only use SABS approved Materials. The client Quality Management personnel must approve all materials used.

## Part C3: Scope of Work

Working with human/people	Human Illiterate/Ignorant human beings Alcohol abusers	Negligent, horse play and poor supervision, drinking alcohol at work. Hiring people who do not have the ability to read and write in English	<b>Hrs/d ay</b>	Injury, possible Fatal	10	9	7	630	Signage / Barriers will be erected around perimeter of work area. The use of picture signage must be used for illiterate people to understand. Write an alcohol policy.
Working with machinery	Machinery and employee	Serious injury from unguarded moving parts of machinery. Lack supervision, checklist, training.	<b>Hrs/d ay</b>	Injury, possible Fatal Death	10	10	10	1000	Machines must be operated by competent operators who are declared fit to operate the machinery. Training of the correct use of the machinery. All dangerous parts of machinery must be guarded to manufacturers' standards. Machinery guards must be inspected every day and maintained in good condition. Machinery checklist must be kept and done every day.
Working with paving bricks	Paving bricks Cement Wire mesh Mortar	Lack of knowledge, lack of warning, Inadequate barriers, human	<b>Hrs/d ay</b>	Injuries, production Loss lung infection, TB hand cuts	7	8	8	448	Training and personal protective equipment hand gloves overalls, dust mask, eye protection and safety shoes.
Working with hand tools shovel, pick	damaged tools dull blade, cracked handle or blunt point	Lack of knowledge, lack of warning, Inadequate barriers, human error	<b>Hrs/d ay</b>	Injury on hands	1	5	4	20	Wear protective eyewear when using a pick. Worker must wear the appropriate PPE. Cutting edges of axes and other edged cutting tools shall be kept sharp. Handles of axes, picks and sledges shall be kept smooth and the head must be securely attached. A cracked handle shall be replaced promptly, not repaired with wires or covered with tape. Use extra caution to prevent the tool from glancing off the work and striking the user. Ensure proper footing and firm stance is used. Avoid swinging too close to the feet.
Handling of hot tar	Heat and chemical exposure	Lack of knowledge, lack of warning, Inadequate barriers, human error	<b>Hrs/d ay</b>	Injuries, production Loss lung infection, TB hand cuts	2	5	10	200	Use of protective clothing (gloves, overalls), ensure good hygiene and washing before lunch and at end of day. MSDS for asphalt available on site and employees must be trained using the MSDS proof of training must be available in the safety file.

Part C3: Scope of Work

Concrete Works when Installing street name boards units	Manual handling of concrete Cement Mortar	Lack of knowledge, lack of warning or human error	<b>Hrs/day</b>	Dermatitis Burns Hand cut possible. foot injury	8	8	8	512	Training and personal protective equipment hand gloves overalls, dust mask and water boots. Provides proper Personal Protective Equipment hand gloves etc. Employees must not carry too many kerbs at the same time 2 kerbs it is an average that one employee can carry.
Stone Pitching	Stones Cement Wire mash Mortar	Lack of knowledge, lack of warning, Inadequate barriers, human	<b>Hrs/day</b>	Injuries, production Loss lung infection, TB hand cuts	7	8	8	448	Training and personal protective equipment hand gloves overalls, dust mask, eye protection and safety shoes.
Installation of Culverts	Lifting of culverts Manual handling of culverts	Lack of knowledge, lack of warning, Inadequate barriers, human	Hrs/d ays		6	7	7	294	Lifting of culverts must be planned. Employees must be trained on how to work safely with culverts. Worker must wear the appropriate PPE. Mechanical means of lifting culverts must be used instead of manual handling.

## M E T R I X S

### Immediate Action Required/Corrective Action

Engineering risk out		PPE selection		Team Member		F	Frequent
Use of specialised PPE		PPE issue records		Contractors & Sub Contractors		C	Consequence
Introduce specialised controls		Sign at work area		Maintenance staff		L	Likelihood
Environmental control		Safety talks		Visitors		R/S	Risk Score
Introduce special barriers		Safe work procedures		Public		<b>Risk Scores</b>	
Rehabilitation		Safe induction		Fauna & Flora		600 – 1000 (High)	
Reviewed procedure		Supervisory controls		Prisoners		200 – 559 (Medium)	
Water control		Training of personnel				Below 200 (Low)	
Registers		Planned job observations					

Frequency index	Description	Likelihood	Description
10	Hazards permanently present	10	Inevitable (100% chance)
9	Hazards present once or periodically per shift, less than 8 hours in total	9	Almost certain (90 % chance)
8	Hazards present once or periodically per shift, less than 6 hours in total	8	Very likely (80 % chance)
7	Hazards present once or periodically per shift, less than 4 hours in total	7	Probable (70% chance)
6	Hazards present once or periodically per shift, less than 2 hours in total	6	More than even chance (60 % chance)
5	Hazards present once or periodically per shift, less than 1 hour in total	5	Even chance (50 % chance)
4	Hazards arises few times a week	4	Less than even chance (30-40% chance)
3	Hazards arises once a week	3	Unusual sequence/coincidence (10-20% chance)
2	Hazards arises once a month	2	Improbably (1-10% chance)
1	Hazards arises once a year or very rarely	1	Practically impossible (<1% chance)

Consequence index	Description
10	Death
9	Permanent totally incapable
8	Permanent severe incapacity
7	Permanent slightly/mild incapable
6	Considerable discomfort with subsequent recurring incapacity/disability
5	Reversible health condition with subsequent complete recovery after extended period of absence (e.g., absent from work for more than 3 weeks)
4	Reversible health condition with subsequent complete recovery after short leave of absence (e.g., absent from work for three days to three weeks)
3	Reversible health condition with short-term health effects allowed by complete recovery after a few days
2	Minor injury with no lost time complete recovery
1	No human injury expected during normal exposure conditions

Risk Score	Actions
600 – 1000 (High)	Immediate action required. Monitoring should be conducted immediately to introduce interim control measures.
200 – 599	Risk requires urgent attention as soon as possible. Monitoring of risk required.
Below 200	No immediate action necessary. Risk currently under control but requires regular revision. Monitoring not a requirement.

### **FORMULA TO CALCULATE RISK SCORE**

**Frequency multiply by consequence multiply by likelihood equal to Risk score:  $(F \times C \times L) = RS$**

#### **ANNEXURE C.3.5.C COVID 19 (Corona Virus) OHS Specification**

COVID-19 Direction on Health and Safety in the Workplace in terms of Regulation 10(8) of the National Disaster Regulations stipulates that:

On 17 March 2020, the Department of Employment and Labour issued guidelines for employers to deal with COVID-19 at workplaces. 1 The Department of Employment and Labour appealed to employers to use the prescriptions of the OHS Act in particular the Hazardous Biological Agents Regulations governing workplaces in relation to Corona virus Disease 2019 caused by the SARS-CoV-2 virus.



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## 1. Introduction

Corona virus Disease 2019 (COVID-19) is a respiratory disease caused by the SARS-CoV-2 virus. To reduce the impact of COVID-19 outbreak conditions on businesses, workers, customers, and the public, it is important for all employers to plan now for COVID-19. For employers who have already planned for influenza outbreaks involving many staff members, planning for COVID-19 may involve updating plans to address the specific exposure risks, sources of exposure, routes of transmission, and other unique characteristics of SARS-CoV-2 (i.e., compared to influenza virus outbreaks). Employers who have not prepared for pandemic events should prepare themselves and their workers as far in advance as possible of potentially worsening outbreak conditions. Lack of continuity planning can result in a cascade of failures as employers attempt to address challenges of COVID-19 with insufficient resources and workers who might not be adequately trained for jobs they may have to perform under pandemic conditions.

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- 17.1 undertake a risk assessment in terms of clause 20.1 to 20.3;
- 17.2 on the basis of that risk assessment develop a plan outlining the protective measures in place for the phased return of its employees before opening.
- 20. Every employer must establish the following administrative measures:
  - 20.6 It must appoint a manager as a COVID -19 compliance officer to
    - 20.6.1 Oversee the implementation of the plan contemplated in clause 17.2;
    - 20.6.2 Oversee the adherence to the health and safety measures established in the workplace to give effect to requirements of this Direction including appointing employees to perform this function if the employer has more than one workplace;
    - 20.6.3 address employee or workplace representative concerns and to keep them informed and, in any workplace in which an health and safety committee has been elected, consult with that committee on the nature of the hazard in that workplace and the measures that need to be taken.

### **Compliance officers (Disaster Management regulation 47)**

- (1) Industries, businesses and entities, both private and in the public sector, which are permitted to operate must
  - (a) Designate a COVID -19 compliance officer who must oversee the
    - (i) The implementation of the plan referred to in paragraph (b); and
    - (ii) Adherence to the standards of hygiene and health protocols relating to COVID -19 at the workplace;
  - (b) Develop a plan for the phased-in return of their employees to the workplace, before reopening the workplace for business.

COVID-19 Ready Workplace Plan must include, the planned date the construction site will open, the hours it will be open, a timetable setting out the phased return of employees to enable appropriate measures to be taken to avoid and reduce the spread of the virus, list of employees who can work from home, employees who are 60 years or older and those with co morbidities and proof of appointment of a COVID-19 compliance officer responsible for the duties as outlined in regulation 16(6) of the said Notice COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020.

## 2. Definitions

1. Biological agent means any micro-organism, cell culture or human endoparasite, including any which have been genetically modified, which may cause an infection, allergy, or toxicity, or otherwise create a hazard to human health.
2. "Biological monitoring" means a planned programme of periodic collection and analysis of body fluid, tissues, excreta, or exhaled air to detect and quantify the exposure to or absorption of any substance or organism by persons.
3. "BCEA" means the Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997).

4. "COVID-19" means Corona virus Disease 2019.
5. "Disaster Management Act" means the Disaster Management Act, 2002 (Act No. 57 of 2002);
6. "Decontamination" means to remove, as far as is reasonably practicable, all inanimate objects by way of sweeping, cleaning, washing, ventilating or any other process aimed at removing the contaminant.
7. "Diagnostic laboratory" means a workplace where diagnostic or other screening procedures are performed on blood or other potentially infectious materials.
8. "Disinfect" means to render non-viable virtually all recognized pathogenic micro-organisms, but not necessarily all microbial forms.
9. "Engineering control measures" means control measures that remove or reduce the exposure of persons at the workplace by means of engineering methods.
10. "Facilities Regulations" means the Facilities Regulations promulgated by Government Notice No. R. 2362 of 5 October 1990 under section 43 of the Act.
11. "General Administrative Regulations" means the General Administrative Regulations promulgated by Government Notice No. R.1449 of 6 September 1996 under section 43 of the Act;
12. "HBA" means hazardous biological agents which are micro-organisms, including those that have been genetically modified, pathogens, cells, cell cultures and human endoparasites that have the potential to provoke an infection toxic effect, subdivided into the following groups:
  - a. Group 1 HBA are HBA that is unlikely to cause human disease;
  - b. Group 2 HBA are HBA that may cause human disease and be a hazard to exposed persons, which is unlikely to spread to the community and for which effective prophylaxis and treatment is usually available;
  - c. Group 3 HBA are HBA that may cause severe human disease, which presents a serious hazard to exposed persons and which may present a risk of spreading to the community, but for which effective prophylaxis and treatment is available;
  - d. Group 4 HBA are HBA that causes severe human disease and is a serious hazard to exposed persons and which may present a high risk of spreading to the community, but for which no effective prophylaxis and treatment is available.
  - d. HBA(COVID-19) are a large family of viruses that causes illness ranging from the common cold to more severe diseases like pneumonia, MERS and SARS and treatment is not available
13. "hazard" means a source of or exposure to danger; "
14. "healthy" means free from illness or injury attributable to occupational causes,
15. "micro-organisms" means microbiological entities, cellular or non-cellular, capable of replication or of transferring genetic material.
16. "monitoring" means the planning and carrying out of the measurement programme and the recording of the results thereof.
17. "NHLS" means National Health Laboratory of South Africa.
18. "Occupational health" includes occupational hygiene, occupational medicine, and biological monitoring.
19. "Occupational health practitioner" means an occupational medicine practitioner or a person who holds a qualification in occupational health recognized as such by the South African Medical and Dental Council as referred to in the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974), or the South African Nursing Council as referred to in the Nursing Act, 1978 (Act No. 50 of 1978).
20. "Occupational hygiene" means the anticipation, recognition, evaluation and control of conditions arising in or from the workplace, which may cause illness or adverse health effects to persons;

21. "OHS Act" means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).
22. "organism" means any biological entity which can cause illness to persons.
23. "respiratory protective equipment" means a device which is worn over at least the mouth and nose to prevent the inhalation of airborne hazardous biological agents, and which conforms to a standard, acceptable to the chief inspector:
24. "safety equipment" means a contrivance or a device designed to as far as possible try and prevent injury.
25. "standard precautions" means a synthesis of the major features of Universal Precautions (UP) and Body Substance Isolation (BSI) and applies to all persons coming into contact with potentially infected persons, animals or animal products and potentially contaminated blood and other body fluids in health care facilities or elsewhere and-
  - a. apply to
    - i. all blood.
    - ii. all body fluids, secretions, and excretions, except sweat, regardless of whether they contain visible blood or not.
    - iii. non-intact skin.
    - iv. mucous membranes: and
    - v. tissue; and
  - b. are designed to reduce the risk of transmission of HBA (COVID-19) from both recognized and unrecognized sources of infection in workplaces; the Act" means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
26. "PPE" means personal protective equipment.
27. "virus" means the SARS-CoV-2 virus.
28. "worker" means any person who works in an employer's workplace including an employee of the employer or contractor, a self-employed person or volunteer
29. "Workplace" means any premises or place where a person performs work.

### **3. Classification of biological agents - HBA Regulation 3. . (COVID-19)**

30. The chief inspector may publish in the Government Gazette for the purpose of these regulations a document, which may be revised or reissued from time to time, entitled "Categorization of Biological Agents according to hazard and categories of containment" (Annexure 6) to these Regulation containing a list of biological agents together with the classification of each agent.
31. Where a biological agent has not been assigned a classification, the employer and self-employed person shall provisionally classify that agent in accordance with sub regulation (3) below, having regard to the nature of the agent and the properties of which he or she may reasonably be expected to be aware.
32. When provisionally classifying a biological agent, the employer and self-employed person shall assign that agent to one of the groups and if there is according to its level-of risk of infection doubt as to which of two alternative groups would be most appropriate, the HBA (COVID-19) shall be assigned to the higher of the two.( COVID -19 must be assigned the higher of the two)

#### **4. Information and training – HBA Regulation 4... (COVID-19)**

33. An employer shall, before any employee is exposed or may be exposed to HBA (COVID-19) and after consultation with the health and safety committee established for that section of the workplace, ensure that the employee is adequately and comprehensively informed and trained on both practical aspects and theoretical knowledge with regard to-
- a. The contents and scope of these Regulations.
  - b. The potential risks to health caused by the exposure.
  - c. The measures to be taken by the employer to protect an employee against any risk of being exposed.
  - d. The importance of good housekeeping at the workplace and personal hygiene requirements.
  - e. The precautions to be taken by an employee to protect him- or herself against the health risks associated with the exposure, including the wearing and use of protective clothing and respiratory protective equipment.
  - f. The necessity, correct use, maintenance and potential of safety equipment, facilities and engineering control measures provided.
  - g. The necessity of medical surveillance.
  - h. The safe working procedures regarding the use, handling, storage, labelling, and disposal of HBA (COVID-19) at the workplace.
  - i. The procedures to be followed in the event of exposure, spillage, leakage, injury, or any similar emergency, and decontaminating or disinfecting contaminated areas; and
  - j. The potential detrimental effect of exposure on the human reproductive process.
34. An employer or a self-employed person shall give instructions in writing of the procedures contemplated in sub regulation (1) (i) to the drivers of vehicles carrying the HBA (COVID-19).
35. Every employer and every self-employed person shall ensure that he or she or any person who in any manner assists him or her in the carrying out or conducting of his or her business has the necessary information and has undergone sufficient training for him or her to identify the potential risks and the precautions that should be taken.

#### **5. Duties of persons who might be exposed to HBA Regulation 5... (COVID-19)**

36. Any person who is or might be exposed to HBA (COVID-19), shall obey any lawful instruction given by or on behalf of the employer of a self-employed person regarding-
- k. The prevention of an uncontrolled release of a HBA (COVID-19).
  - l. The adherence to instructions regarding environmental and health practices, personal hygiene, and good housekeeping.
  - m. The wearing of personal protective equipment and clothing as prescribed by these Regulations.
  - n. The wearing of personal samplers, when necessary, to measure personal exposure to airborne hazardous biological substances.
  - o. The disposal of materials containing HBA (COVID-19), and the disinfection and decontamination of any site contaminated by an HBA (COVID-19).

- p. The reporting during normal working hours for such medical examination or test as contemplated in regulation 8(1); and
  - q. Information and training as contemplated in regulation 4.
37. Any person shall immediately report to the employer, the health and safety representative or self-employed person any possible accidental exposure to a HBA (COVID-19) at the workplace, and the employer or self-employed person shall ensure that such incident is investigated and recorded in accordance with regulation 8 of the General Administrative Regulations.

## **6. Risk assessment by employer or self-employed person – HBA Regulation 6. . (COVID-19)**

38. An employer or a self-employed person contemplated in regulation 2 shall, after consultation with the relevant health and safety representative or relevant health and safety committee, cause a risk assessment to be made and thereafter at intervals not exceeding two years, to determine if any person might have been exposed to a HBA (COVID-19).
39. An employer shall inform the relevant health and safety representative or health and safety committee in writing of the arrangements made for the assessment contemplated in sub-regulation (I), give them reasonable time to comment thereon and ensure that the results of the assessment are made available to the relevant health and safety representative or health and safety committee, which may comment thereon.
40. When making the assessment, the employer or self-employed person shall keep a record of the assessment and consider matters such as-
- r. The nature and dose of the HBA (COVID-19) to which an employee may be exposed and the suspected route of exposure; (b) where the HBA (COVID-19) might be present and in what physical form it is likely to be.
  - s. The nature of the work, process, and any reasonable deterioration in, or failure of, any control measures.
  - t. What effects the HBA (COVID-19) can have on an employee; and
  - u. The period of exposure.
41. An employer or a self-employed person shall cause the risk assessment to be conducted based on all available information as far as is reasonably practicable, including: -
- a. Classification of the HBA (COVID-19) into the relevant risk group, according to its level of risk of infection;
  - b. Recommendations from the manufacturer, supplier, or competent person regarding the control measures necessary to protect the health of persons against such agents because of their work;
  - c. Information on diseases that may be contracted because of the activities at the workplace.
  - d. Potential allergenic or toxic effects that may result from the activities at the workplace; and
  - e. Knowledge of diseases from which an employee might be suffering, and which may be aggravated by conditions at the workplace.
42. An employer shall review the assessment required by sub regulation (1) forthwith if there-
- f. Is a reason to suspect that the previous assessment is no longer valid; or

- g. Has been a change in a process involving a HBA (COVID-19) or in the methods, equipment or procedures in the use, handling, control, or processing of HBA (COVID-19), and the provisions of sub regulations (21, (3) and (4) shall apply.

## **7. Monitoring exposure at workplace – HBA Regulation 7. (COVID-19)**

An employer shall ensure that the exposure of employees to a HBA (COVID-19) is monitored in accordance with a suitable procedure that is standardized, sufficiently sensitive and of proven effectiveness in any case which it is-

- a. Requisite for ensuring the maintenance of adequate control of the exposure of employees to HBA (COVID-19); or
- b. Otherwise, requisite for protecting the health of employees. Medical surveillance.

## **8. OHS Act 85 OF 1993 Legal Requirement**

### **Section 8 of the OHS Act - General duties of employers to their employees.**

**Section 8.1.** Every employer shall provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees.

**Section 8.2.** Without derogating from the generality of an employer's duties under subsection (1), the matters to which those duties refer include in particular-

- a. the provision and maintenance of systems of work, plant, and machinery that, as far as is reasonably practicable, are safe and without risks to health;
- b. taking such steps as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard to the safety or health of employees, before resorting to personal protective equipment;
- c. making arrangements for ensuring, as far as is reasonably practicable, the safety and absence of risks to health in connection with the production, processing, use, handling, storage or transport of articles or substances;
- d. establishing, as far as is reasonably practicable, what hazards to the health or safety of persons are attached to any work which is performed, any article or substance which is produced, processed, used, handled, stored or transported and any plant or machinery which is used in his business, and he shall, as far as is reasonably practicable, further establish what precautionary measures should be taken with respect to such work, article, substance, plant or machinery in order to protect the health and safety of persons, and he shall provide the necessary means to apply such precautionary measures;



- e. providing such information, instructions, training, and supervision as may be necessary to ensure, as far as is reasonably practicable, the health and safety at work of his employees.

### **Section 13 Duty to inform OHS**

without derogating from any specific duty imposed on an employer by this Act, every employer shall-

- (1) as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards;
- (2) inform the health and safety representatives concerned beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector, and of any application for exemption made by him in terms of section 40; and
- (3) inform a health and safety representative as soon as reasonably practicable of the occurrence of an incident in the workplace or section of the workplace for which such representative has been designated.

### **Section 14 General duties of employees at work**

Every employee shall at work-

- c. take reasonable care for the health and safety of himself and of other persons who may be affected by his acts or omissions;
- d. as regards any duty or requirement imposed on his employer or any other person by this Act, co-operate with such employer or person to enable that duty or requirement to be performed or complied with;
- e. carry out any lawful order given to him, and obey the health and safety rules and procedures laid down by his employer or by anyone authorized thereto by his employer, in the interest of health or safety;
- f. if any situation which is unsafe or unhealthy comes to his attention, as soon as practicable report such situation to his employer or to the health and safety representative for his workplace or section thereof, as the case may be, who shall report it to the employer; and
- g. if he is involved in any incident which may affect his health or which has caused an injury to himself, report such incident to his employer or to anyone authorized thereto by the employer,

or to his health and safety representative, as soon as practicable but not later than the end of the particular shift during which the incident occurred, unless the circumstances were such that the reporting of the incident was not possible, in which case he shall report the incident as soon as practicable thereafter.

## **Section 15 Duty not to interfere with, damage or misuse things**

No person shall intentionally or recklessly interfere with, damage or misuse anything which is provided in the interest of health or safety. *[S. 15 substituted by s. 3 of Act No. 181 of 1993.]*

## **General safety regulation 2**

### **Personal safety equipment and facilities - GSR 2.**

2B. If the provisions of any regulation prescribe a particular notice or sign to be displayed by an employer or by a user at a workplace, the employer or user may, in lieu thereof, display a corresponding symbolic sign, as contained in a safety standard incorporated for this purpose into these regulations under section 44 of the Act, in which case the employer or user shall be deemed to have complied with such provisions.

## **9. Medical Surveillance – HBA Regulation 8... (COVID-19)**

1. An employer shall ensure that an employee is under medical surveillance if-
  - a. The results of the assessment referred to in regulation 6 indicate that an employee might have been exposed to HBA (COVID-19).
  - b. the exposure of the employee to any HBA (COVID-19) hazardous to his or her health is such that an identifiable disease or adverse effect to his or her health may be related to the exposure, there is a reasonable likelihood that the disease or effect may occur under the particular conditions of his or her work and there are techniques such as pre-clinical biomarkers where appropriate for detecting sensitization to allergens or an inflammatory response associated with exposure to diagnose indications of the disease or the effect as far as is reasonably practicable; or
  - c. An occupational health practitioner recommends that the relevant employee should be under medical surveillance, in which case the employer may call upon an occupational medicine practitioner to ratify the appropriateness of such recommendation.
2. In order to comply with the provisions of sub regulation (I), the employer shall after extensive counselling and education offer the employee the opportunity to have:
  - a. An initial health evaluation, which should be carried out by an occupational health practitioner immediately before or within 14 days after a person commences employment, where any exposure exists or might exist, which comprises-
    - i. An evaluation of the employee's medical and occupational history.
    - ii. A physical examination; and
    - iii. Any biological tests and other appropriate medical tests or any other essential examination that in the opinion of the occupational health practitioner is desirable in order to enable the practitioner to do a proper evaluation.

- b. Periodic medical examinations and tests in cases where a HBA (COVID-19) is known to be capable of causing persistent or latent infections which-
    - i. In the light of present knowledge, are undiagnosable, until signs or symptoms develop;
    - ii. Can have particularly long incubation periods;
    - iii. Can result in an illness which is recurrent despite treatment; and
    - iv. Are known to have serious long-term effects.
  - c. All tests and examinations as contemplated in paragraphs.
  - d. (a) And (b) shall be conducted according to a written medical protocol.
3. The employer shall, in accordance with regulation 8 of the general Administrative Regulations, investigate and record all incidents that result or might result in infections or the death of an employee.
4. All occupational health practitioners shall submit to the health and Safety Committee for approval a written protocol for procedures to be followed when dealing with abnormal results.

## **10. Records – HBA Regulation 9. . (COVID-19)**

An employer shall

- a. Keep records of all assessments, monitoring results and medical surveillance reports required by regulations 6, 7 and 8 respectively: Provided that personal medical records shall be made available only to an occupational health practitioner.
- b. Subject to the provisions of paragraph (c), make the records contemplated in paragraph (a), excluding personal medical records, available for inspection by an inspector.
- c. Subject to the formal written consent of an employee, allow any person to peruse the records with respect to that particular employee;
- d. Make the records of all risk assessments and monitoring results available for perusal by the health and safety representative or health and safety committee;
- e. Keep all records of risk assessments and monitoring results for a minimum period of 40 years.
- f. keep all medical surveillance records for a minimum period of 40 years, and if the employer ceases activities, all those records shall be handed over or forwarded by registered post to the relevant provincial director; and
- g. keep a record of the examinations and tests carried out in terms of regulation 12(6) and of any repairs resulting from these investigations and tests, which records shall be kept for at least three years.
- h. A self-employed person shall keep records of all risk assessments for a minimum period of 40 years, and if the self-employed person ceases activities, all those records shall be handed over or forwarded by registered post to the relevant provincial director.

## **11. Control of exposure to HBA - HBA Regulation 10... (COVID-19)**

1. An employer and self-employed person shall ensure that the-

- a. Exposure of persons to HBA (COVID-19) in the working environment is either prevented or, where this is not reasonably practicable, adequately controlled; and
  - b. Standard precautions contained in Annexure C to these Regulations are implemented to reduce the risk of transmission of HBA (COVID-19) from recognized and unrecognized sources of infection in a workplace.
2. Where reasonably practicable, the employer or self-employed person shall control the exposure of persons to a HBA (COVID-19) in the working environment by applying the following measures where appropriate:
  - a. Limiting the amount of HBA used which might contaminate the working environment;
  - b. Limiting the number of employees who will be exposed or might be exposed;
  - c. Introducing engineering control measures for the control of exposure, which may include the following:
    - i. Process separation, automation or enclosure;
    - ii. The installation of local extraction ventilation systems to processes, equipment and tools for the control of emissions of an airborne HBA;
    - iii. Separate workplaces for different processes;
    - iv. Proper access control to prevent unauthorized access; and
    - v. Immediate personal or environmental disinfection.
  - d. introducing appropriate work procedures that employees must follow where materials are used, processes are carried out, or incidents might occur that could give rise to the exposure of an employee to HBA, and such procedures shall include written instructions to ensure-
    - i. The safe handling, use and disposal of HBA (COVID-19)
    - ii. The proper use and maintenance of process machinery, installations, equipment, tools and local extraction and general ventilation systems;
    - iii. the regular cleaning of machinery and work areas by vacuum cleaners fitted with a suitable filter that prevents contamination of the environment; and
    - iv. A system whereby changes in work procedures and processes that indicate the need for early corrective action can be readily identified;
  - e. Ensuring that emissions to the atmosphere comply with the provisions of the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965).
  - f. Displaying the biohazard sign shown in Annexure D to these Regulation and other relevant warning signs; and
  - g. Specifying procedures for taking, handling, and processing samples that might contain HBA.

## **12. PPE and facilities - HBA Regulation 11. . (COVID-19)**

1. If it is not reasonably practicable to ensure that the exposure of an employee is adequately controlled as contemplated in regulation 10, the employer shall in the case of-
  - a. Airborne HBA, provide the employee with suitable respiratory protective equipment and protective clothing.
  - b. HBA that can be absorbed through the skin, provide the employee with suitable impermeable personal protective equipment.
2. Where respiratory protective equipment is provided, the employer shall ensure that-
  - a. The relevant equipment can prevent the exposure to the HBA concerned;

- b. The relevant equipment is correctly selected and properly used;
  - c. Information, instructions, training and supervision which would be necessary with regard to the use of the equipment are known to the employees; and
  - d. The equipment is kept in good condition and efficient working order.
3. An employer shall as far as is reasonably practicable-
- a. Not issue personal protective equipment which has been used to an employee unless it is capable of being decontaminated and sterilized prior to use.
  - b. Provide separate containers or storage facilities for personal protective equipment and protective clothing were not in use; and
  - c. Take steps to ensure that all protective equipment and protective clothing not in use are stored in a demarcated area with proper access control.
4. An employer shall as far as is reasonably practicable, ensure that all contaminated personal protective clothing issued is cleaned and handled in accordance with the following procedures:
- a. Where such clothing is cleaned on the premises of the employer, care shall be taken to prevent contamination during handling, transporting, and cleaning.
  - b. where the clothing is sent off the premises to a contractor for cleaning purposes, the clothing shall be placed in impermeable, tightly sealed color-coded containers and such containers shall be clearly identified with a biohazard, label as depicted in Annexure D to these Regulations as contaminated; and
  - c. ensure that the contractor as contemplated in sub regulation (4)(b) is fully informed of the requirements of these Regulations and the precautions to be taken regarding the handling of contaminated clothing.
5. Subject to the provisions of sub regulation (4)(6), an employer shall ensure that no person removes dirty or contaminated personal protective equipment and personal protective clothing from the premises: Provided that where contaminated personal protective equipment must be disposed of it shall be treated as HBA waste as contemplated in regulation 17.
6. Subject to the provisions of the Facilities Regulations an employer shall, where reasonably practicable, provide employees using personal protective equipment and clothing as contemplated in sub regulation (1) with-
- a. adequate washing facilities which are readily accessible and located in an area where the facilities will not become contaminated, to enable the employees to meet the standard of personal hygiene consistent with the adequate control of exposure, and to avoid the spread of HBA;
  - b. two separate lockers labeled "protective clothing" and "personal clothing" respectively, and ensure that the clothing is kept separately in the locker concerned: and
  - c. separate "clean" and "dirty change rooms if the employer uses or processes HBA to the extent that the HBA could endanger the health of persons outside the workplace.

## **13. Maintenance of control measures, equipment, and facilities - HBA Regulation**

### **12. (COVID-19)**

An employer shall ensure that-

- a. All control measures, equipment and facilities provided in terms of regulations 10 and 11 are maintained in good working order; and
- b. Thorough examinations and tests of engineering control measures are carried out at intervals not exceeding 24 months by an approved HBA inspection authority or by a person whose ability to do the measurements, analysis and tests is verified by such an approved HBA inspection authority.

#### **14. Prohibitions - HBA Regulation 13... (COVID-19)**

1. No person shall-
  - a. use compressed air to remove HBA from any surface or person.
  - b. eat, drink, smoke, keep food or beverages or apply cosmetics in an HBA workplace or require or permit any other person to eat, drink, smoke, keep food or beverages or apply cosmetics in such a workplace; or
  - c. leave a controlled area without prior removal of protective or contaminated clothing and equipment.
2. An employer or self-employed person shall cause a notice to be posted at a conspicuous place prohibiting the provision of (a), (b) and (c).

#### **15. Labeling, packaging, transporting and storage - HBA Regulation 14... (COVID-19)**

An employer or self-employed person shall, as far as is reasonably practicable, take steps to ensure that-

- a. all HBA under his or her control in storage, transit or being distributed, are properly contained, and controlled to prevent the spread of contamination from the workplace.
- b. the color-coded containers in which HBA are transported are clearly marked with a bio-hazard sign as depicted in Annexure D to these Regulation and other relevant warning signs that identify the contents; and
- c. the driver is trained in and equipped with a certificate in emergency procedures.

#### **16. Disposal of HBA - HBA Regulation 17... (COVID-19)**

An employer or self-employed person as contemplated in regulation 2 shall-

- a. lay down written procedures for appropriate decontamination and disinfection.
- b. Implement written procedures enabling infectious waste to be handled and disposed of without risk.
- c. ensure that all fixtures and equipment including vehicles, re-usable containers and covers which have been in contact with HBA waste are disinfected and decontaminated after use in such a manner that it does not cause a hazard inside or outside the premises concerned.

- d. ensure that all HBA waste that can cause exposure is disposed of only on sites specifically designated for this purpose in terms of the Environmental Conservation Act, 1989 (Act No. 73 of 1989), in such a manner that it does not cause a hazard inside or outside the site Concerned.
- e. ensure that all employees involved in the collection, transport, and disposal of HBA waste and who may be exposed to that waste are provided with suitable personal protective equipment; and
- f. ensure that if the services of a waste disposal contractor are used, a provision is incorporated into the contract stating that the contractor shall comply with the provisions of these Regulations.

## **17. Offences and penalties - HBA Regulation 18... (COVID-19)**

Any person who contravenes or fails to comply with any provisions of regulation 3 to 17 shall be guilty of an offence and liable on conviction to a fine or to imprisonment for a period not exceeding 12 months and, in the case of a continuous offence, to an additional fine of R200 for each day on which the offence continues or additional imprisonment of one day for each day on which the offence continues: Provided that the period of such additional imprisonment shall in no case exceed 90 days.

## **18. Short title - HBA Regulation 19. (COVID-19)**

These Regulations shall be called Regulations for Hazardous Biological Agent (COVID-19)

## **19. Ways to prevent the spread of COVID-19 in your workplace**

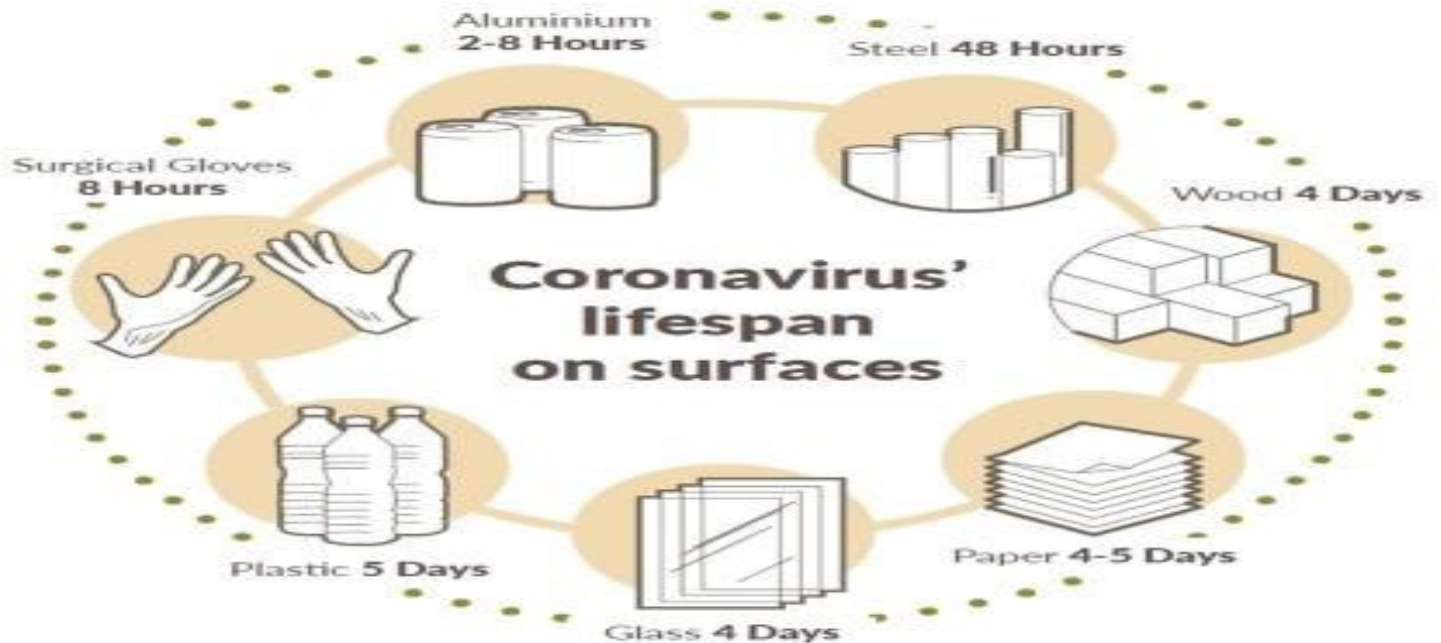
The low-cost measures below will help prevent the spread of infections at workplace, such as colds, flu, and stomach bugs, and protects Clients, contractors, and employees.

- Employers should start doing these things now.
- Make sure your workplaces are clean and hygienic.
- Surfaces (e.g., desks and tables) and objects (e.g., telephones, keyboards) need to be wiped with disinfectant regularly, why? Because contamination on surfaces touched by employees and visitors is one of the main ways that COVID-19 spreads.
- Promote regular and thorough handwashing by employees, contractors, and visitors.
- Put sanitizing hand rub dispensers in prominent places around the workplace. Make sure these dispensers are regularly refilled.
- Display posters promoting handwashing.
- Combine this with other communication measures such as offering guidance from the construction health and safety officers, briefings at meetings and information on the intranet to promote handwashing.

- Make sure that staff, contractors, and visitors have access to places where they can wash their hands with soap and water, because washing the virus on your hands and prevents the spread of COVID19.
- Promote good respiratory hygiene in the workplace.
- Display posters promoting respiratory hygiene. Combine this with other communication measures such as offering guidance from the construction health and safety officers, briefing at induction and toolbox talk meetings and information on the intranet etc.
- Ensure that face masks and / or paper tissues are available at your workplaces, for those who develop a runny nose or cough at work, along with closed bins for hygienically disposing of them, because good respiratory hygiene prevents the spread of COVID-19
- Advise employees and contractors to consult national travel advice before going on business trips.
- Brief your employees, contractors, and visitors that if COVID-19 starts spreading in your community anyone with even a mild cough or low-grade fever (37.3 C or more) needs to stay at home. They should also stay home (or work from home) if they have had to take simple medications, such as paracetamol/acetaminophen, ibuprofen, or aspirin, which may mask symptoms of infection.
- Keep communicating and promoting the message that people need to stay at home even if they have just mild symptoms of COVID-19.



### **COVID 19 Survival time in the environment**



## **20. How to manage COVID-19 risk when going back to Work**

An employer or self-employed person must

Designate a COVID -19 compliance officer: Base on Disaster Management Act: regulation 47

Who will oversee:

- a. Adherence to the standards of hygiene and health protocols relating to COVID -19 at the workplace.
- b. Develop a plan for the phased in return of their employees to the workplace, prior to reopening the workplace for business, which plan must correspond with Annexure E and be retained for inspection and contain the following information.
  - i. Which employees are permitted to work
  - ii. What the plans for the phased -in return of their employees to the workplace are
  - iii. What health protocols are in place to protect employees from COVID-19
- c. (c) Phase in the return of their employees to work to manage the return of employees from other provinces, metropolitan and district areas
- d. (d) Develop measures to ensure that the workplace meets the standards of health protocols, adequate space for employees and social distancing measures for the public and service providers, as required.

### **Monitoring of Hazard Biological Agent will need (Engineering, Administration and PPE**

An employer or self-employed person must make sure that,

1. Screening of employees and non-employees at the entrance by a COVID-19 compliance officer appointed based on Disaster Management Act: regulation 16(6)
2. Social distancing
3. Training & Awareness
4. Posters
5. Business continuity and pandemic preparedness – Policies
6. Control site access
7. Provide hand washing facilities
8. Provide Hand Sanitizers
9. Provide face mask and hand gloves
10. Isolation
11. Disposal of Bio Medical waste Procedures and recording as per NHLS and HBA



## **21. How to manage COVID-19 risk when organizing meetings & events**

An employer or self-employed person must make sure that,

Organizers of meetings and events need to think about the potential risk from COVID-19 because:

- There is a risk that people attending your meeting or event might be unwittingly bringing the COVID-19 virus to the meeting. Others might be unknowingly exposed to COVID-19.
- While COVID-19 is a mild disease for most people, it can make some very ill. Around 1 in every 5 people who catch COVID-19 needs hospital treatment.

## **22. Key considerations to prevent or reduce COVID-19 risks.**

An employer or self-employed person must make sure that,

BEFORE the meeting

- Check the advice from the authorities in the community where you plan to hold the meeting or event. Follow their advice.
- Develop and agree on a preparedness plan to prevent infection at the meeting.
- Consider whether a face-to-face meeting is needed. Could it be replaced by a teleconference or online event?
- Could the meeting be scaled down so that fewer people attend?
- Ensure and verify information and communication channels in advance with key partners such as public health and health care authorities.
- Pre-order sufficient supplies and materials, including tissues and hand sanitizer for all participants. Have surgical masks available to offer anyone who develops respiratory symptoms.
- Actively monitor where COVID-19 is circulating. Advise participants in advance that if they have any symptoms or feel unwell, they should not attend.
- Make sure organizers, participants, caterers, and visitors at the meeting write their contact details: mobile telephone number, email, and address where they are staying. Their details will be shared with local public health authorities if any participant becomes ill with a suspected infectious disease. If they will not agree to this, they cannot attend the event or meeting.
- Develop and agree to a response plan in case someone at the meeting or at workplace becomes ill with symptoms of COVID-19 (dry cough, fever, malaise). The following should be considered:
  1. A room or area where someone who is feeling unwell or has symptoms can be safely isolated.
  2. A plan for how they can be safely transferred from the meeting or workplace to a health facility.
  3. Know what to do if a meeting participant, staff member or service provider tests positive for COVID-19 during or just after the meeting.
  - 4.

## **5. 23.DURING the meeting**

An employer or self-employed person must make sure that,

- Provide information or a briefing, preferably both orally and in writing, on COVID-19 and the measures that organizers are taking to make this event safe for participants.
- Build trust. For example, as an icebreaker, practice ways to say hello without touching.
- Encourage regular handwashing or use of an alcohol rub by all participants at the meeting
- Encourage participants to cover their face with the bend of their elbow or a tissue if they cough or sneeze. Supply tissues and closed bins to dispose of them in.
- Provide contact details or a health hotline number that participants can call for advice.
- Display dispensers of alcohol-based hand rub prominently around the venue.
- If there is space, arrange seats so that participants are at least one meter apart.

## **24. AFTER the meeting**

An employer or self-employed person must make sure that he/ she

Retain the names and contact details of all participants for at least one month. This will help public health authorities trace people who may have been exposed to COVID-19 if one or more participants become ill shortly after the event.

If someone at the workplace, meeting or event was isolated as a suspected COVID-19 case, the organizer should let all participants know this. They should be advised to monitor themselves for symptoms for 14 days and take their temperature twice a day.

## **25. Prepare to Implement Basic Infection Prevention Measures for employers**

An employer or self-employed person must make sure that: -

As appropriate, all employers should implement good hygiene and infection control practices, including:

- Promote frequent and thorough hand washing, including providing employees and worksite visitors with a place to wash their hands. If soap and running water are not immediately available, provide alcohol-based hand rubs containing at least 70% alcohol.
- Encourage employees to stay home if they are sick.
- Encourage respiratory etiquette, including covering coughs and sneezes.

## **26. Implement Workplace Controls**

An employer or self-employed person must make sure that,

A framework called the “hierarchy of controls” must be used to select ways of controlling workplace hazards. In other words, the best way to control a hazard is to systematically remove it from the

workplace, rather than relying on employees to reduce their exposure. During a COVID-19 outbreak, when it may not be possible to eliminate the hazard, the most effective protection measures are: -

- Engineering controls
- Administrative controls
- Safe work practices and
- PPE.

There are advantages and disadvantages to each type of control measure when considering the ease of implementation, effectiveness, and cost. In most cases, a combination of control measures will be necessary to protect employees from exposure to COVID 19

Engineering Controls involve isolating employees from work related hazards. In workplaces where they are appropriate, these types of controls reduce exposure to hazards without relying on worker behavior and can be the most cost-effective solution to implement.

## **27. Engineering controls for SARS-CoV-2 include:**

An employer or self-employed person must make sure that corrective engineering solutions are considered which will include;

- Ventilation.
- physical barriers
- Adaptation of workstations to increase social distance.

## **28. Administrative Controls**

An employer or self-employed person must make sure that the following administrative controls are adhered to: -

- Screening/ reporting of symptoms/ sick leave
- Posters
- Minimizing contact
- Rotation and shift work
- Work-at-home strategies
- Communication and information strategies
- Role of health and safety committees and representatives 3
- Education and training
- Reporting of incidents for regulatory purposes
- Reporting for purposes of public health, contact tracing, screening, testing and surveillance.

## **1. Healthy and safe work practices**

An employer or self-employed person must make sure that healthy and safe work practices are done on regular basics and records must be filled in the COVID 19 OHS file; -

- Disinfectants
- Sanitizers
- Personal hygiene
- Social distancing 1,5m
- Cleaning regularly

## **2. Provision of safe transport for employees**

An employer or self-employed person must make sure that provision of safe transport for employees is available and the following are adhered to; -

- Personal hygiene
- Social distancing
- Arrangements to minimize exposure associated with commuting
- Cloth masks (if commuter)
- PPE (driver/conductor of employer-provided transport)

## **3. Personal Protective Equipment (PPE)**

4. An employer or self-employed person must make sure that PPE is issued and maintained in good manner records must be filled in the COVID 19 OHS file

- Masks
- Gloves
- Facial shields

## **32. Reporting of COVID – 19 illness and Death**

Employers are obligated to report COVID - 19 as per Section 24 and General Administrative Regulation 8 of the OHS Act

## **33. COVID – 19 Illnesses**

An employer or self-employed person must make sure that,

When an employee starts to get sick while at work, he or she must be isolated with immediate effect in a designated isolation room while the employer is arranging for a transport to take him/ her to the medical facility or home for self-quarantine.

While the employee is at home during self-quarantine because of Covid-19, he or she can apply for an illness benefit from UIF; -

An employee must complete the following documents:

- UI2.2 form
- UI2.8 Confirmation of banking details and have a
- Copy of an identity document

The employer must assist the employee completing the following documents:

- UI 19 form
- UI2.7 form

A confirmation letter from the employer to prove that both parties have agreed to the 14 days “special leave”.

The above document will be sent to the UIF using the following two ways:

On the filing website online- Please refer to link here below on the procedure:

<https://www.ufiling.co.za/uif/how-to-apply>

You can e-mail or fax the application to the nearest UIF processing Centre.

If the quarantine exceeds 14 days, a medical certificate from a medical practitioner must be submitted with the Continuation form UI.3.

What happens if an employee is diagnosed with Covid-19

Normal sick leave entitlement will apply as per the Basic Conditions of Employment Act.

## **34. Death due to COVID – 19**

An employer or self-employed person must make sure that,

Should an employee pass away due to COVID - 19

The death benefit is applied for through UIF.

Persons eligible to apply are the spouse, life partner, children, and nominated persons.

The deceased employee’s family must complete the following documents:

- UI 2.5 form
- UI 2.6 form
- UI 2.8 Confirmation of banking details

- Death certificate
- Employee identity document


The employer must assist the deceased family in completing the following documents:


- UI 19 form
- UI 53 form


### **35. Offences and penalties (Disaster Management regulation 48).**


1. For the duration of the national state of disaster, any person who -
  - (a) Convenes a prohibited gathering; or
  - (b) Hinders interfere with or obstructs an enforcement officer in the exercise of his or her powers,Or the performance of his or her duties in terms of these Regulations commits of an offence and is on conviction, liable to a fine or imprisonment for a period not exceeding six months or to both such fine and imprisonment.



 <b>BIO (COVID 19) Hazard Identification Risk Assessment - Tshwane Wide</b>									
Task	Hazards	Source	Freq =	Consequence	Extend of Exposure				Control Measures
					F	C	L	R/S	
Dealing with Corona Virus at work	Corona Virus Infected surfaces Infected papers Infected steel Infected aluminium Infected PPE Infected plastics Infected wood	Not adhering to social distancing 1,5 m Direct contact; touching an ill person or a contaminated surface Droplet of transmission ; inhaling droplets	Hrs/day	Cough Fever Difficulty to breath Death	10	10	10	1000	1. Comply with Hazard Biological Agent Regulations. 2. Designate a COVID -19 compliance officer who is competent with COVID-19 training or attended a workshop for COVID-19. 3. Conduct risk assessment as per regulation HBA 6. 4. Place posters that encourage staying home when sick, coughing and sneezing 5. Monitoring exposure at workplace as per HBA Regulation 7. 6. Provide hand hygiene at the entrance of the workplace and in other areas where they will be seen. 7. Place posters for awareness 8. Train employees on COVID 19 and the protective measures as per HBA Regulation 4.

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								<p>9. Medical Surveillance must be done as per HBA regulation 8.</p> <p>10. Management and Supervision</p> <p>11. Provide workers with proper PPE; medical waste bins approved for medical waste at a strategic point so they can be emptied without contacting the content and the surface.</p> <p>12. Instruct workers to clean their hands frequently, using soap and water for at least 20 seconds or with an alcohol-based hand sanitizer that contains at least 70% alcohol.</p> <p>13. Provide soap and water and alcohol-based hand rubs in the workplace in multiple locations and in common areas to encourage hand hygiene.</p> <p>14. Continue routine environmental cleaning.</p> <p>15. Screening of employees and non-employees at the entrance</p>

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									<p>will be done by the designate a COVID -19 compliance officer.</p> <p>16. Isolate employees and non-employees showing signs of being sick at the designated room.</p> <p>17. Disposal of hazardous biological agent as per HBA Regulation 17.</p> <p>18. Labelling, packaging, transportation and storage of hazardous biological agent must be done in accordance with HBA Regulation 14.</p> <p>19. Keep records of all assessments monitoring and medical surveillance reports as required by regulation 6, 7 and 8 respective as per HBA Regulation 9.</p> <p>20. Control exposure as per HBA Regulation 10.</p> <p>21. Provide protective equipment and facilities as per as per HBA Regulation 11.</p>

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									<p>22. Maintenance of control measures, equipment, and facilities as per HBA Regulation 12.</p> <p>23. Brief workers, contractors, and client's that anyone with even a mild cough or low-grade fever (37.3 C or more) needs to stay at home. They should also stay home (or work from home) if they have had to take simple medications, such paracetamol/acetaminophen, ibuprofen, or aspirin, which may mask symptoms of infection.</p> <p>24. Any workers who develop flu-like symptoms (i.e., cough, shortness of breath, fever) should go home immediately and contact the public health service.</p> <p>25. Provide workers with mask and hand gloves.</p> <p>26. Provide disposable wipes so that commonly used surfaces</p>



## BIO (COVID 19) Hazard Identification Risk Assessment - Tshwane Wide

									(for example, doorknobs, keyboards, remote controls, desks) can be wiped down by workers and disposed at the medical disposal demarcated point. 27. Cleaning register and disposal register must be kept in the OHS file on site.
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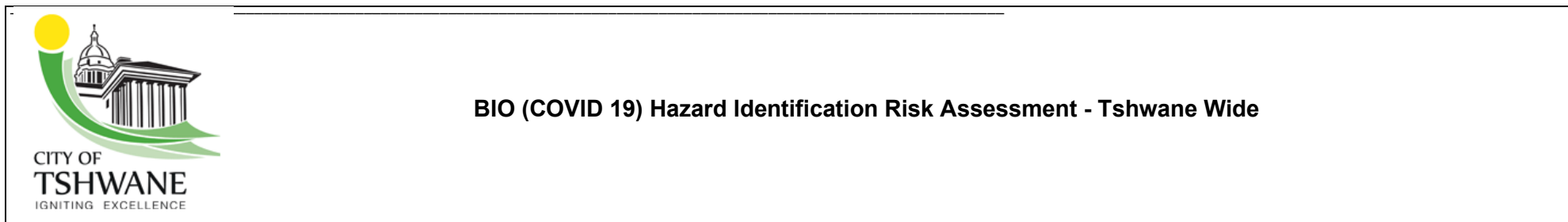


## METRIXS

### Immediate Action Required/Corrective Action

Engineering risk out	PPE selection	Team Member	F	Frequent
Use of specialised PPE	PPE issue records	Contractors & Sub Contractors	C	Consequence
Introduce specialised controls	Sign at entrance work area	Maintenance staff	L	Likelihood
Environmental control	Safety talks	Visitors	R/S	Risk Score
Introduce special barriers	Safe work procedures	Public	<b>Risk Scores</b> <b>600 – 1000 (High)</b> <b>200 – 559 (Medium)</b> <b>Below 200 (Low)</b>	
Rehabilitation	Safe induction	Fauna & Flora		
Reviewed procedure	Supervisory controls	Prisoners		
Water control	Training of personnel			
Registers	Planned job observations			

Frequency index	Description	Likelihood	Description
10	Hazards permanently present	10	Inevitable (100% chance)
9	Hazards present once or periodically per shift, less than 8 hours in total	9	Almost certain (90 % chance)
8	Hazards present once or periodically per shift, less than 6 hours in total	8	Very likely (80 % chance)
7	Hazards present once or periodically per shift, less than 4 hours in total	7	Probable (70% chance)
6	Hazards present once or periodically per shift, less than 2 hours in total	6	More than even chance (60 % chance)
5	Hazards present once or periodically per shift, less than 1 hour in total	5	Even chance (50 % chance)
4	Hazards arises few times a week	4	Less than even chance (30-40% chance)
3	Hazards arises once a week	3	Unusual sequence/coincidence (10-20% chance)
2	Hazards arises once a month	2	Improbably (1-10% chance)
1	Hazards arises once a year or very rarely	1	Practically impossible (<1% chance)



Consequence index	Description
10	Death
9	Permanent totally incapable
8	Permanent severe incapacity
7	Permanent slightly/mild incapable
6	Considerable discomfort with subsequent recurring incapacity/disability
5	Reversible health condition with subsequent complete recovery after extended period of absence (e.g. absent from work for more than 3 weeks)
4	Reversible health condition with subsequent complete recovery after short leave of absence (e.g. absent from work for three days to three weeks)
3	Reversible health condition with short-term health effects allowed by complete recovery after a few days
2	Minor injury with no lost time complete recovery
1	No human injury expected during normal exposure conditions
Risk Score	Actions
600 – 1000 (High)	Immediate action required. Monitoring should be conducted immediately to introduce interim control measures.
200 – 599	Risk requires urgent attention as soon as possible. Monitoring of risk required.
Below 200	No immediate action necessary. Risk currently under control, but requires regular supervision. Monitoring required.

### **FORMULA TO CALCULATE RISK SCORE**

**Frequency multiply by consequence multiply by likelihood equal to Risk score: (F x C x L) = RS**

**PART C4: SITE INFORMATION**

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C4.1 Map of Tshwane including Regions.....2



