



**TENDER REFERENCE: HHS 01 - 2023/24**

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR SITE CLEARANCE OF THE AREA AT PIENAARSPOORT EXTENSIONS 15, 22, 23 AND 25 FOR A PERIOD OF 6 MONTHS.**

**VOLUME 1**

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

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

## CONTENTS

DESCRIPTION		COLOUR
<b>PORTION 1: TENDER</b>		
<b>PART T1</b>	<b>TENDERING PROCEDURES</b>	
	T1.1 TENDER NOTICE AND INVITATION TO TENDER	White
	T1.2 TENDER DATA	Pink
	T1.3 STANDARD CONDITIONS OF TENDER	Pink
<b>PART T2</b>		
	<b>RETURNABLE DOCUMENTS</b>	Yellow
<b>PORTION 2: CONTRACT</b>		
<b>PART C1</b>	<b>AGREEMENTS AND CONTRACT DATA</b>	
	C1.1 FORM OF OFFER AND ACCEPTANCE	Yellow
	C1.2 CONTRACT DATA	Yellow
	C1.3 FORM OF GUARANTEE	White
	C1.4 HEALTH AND SAFETY AGREEMENT	White
	C1.5 ADJUDICATOR'S AGREEMENT	White
<b>PART C2</b>		
	<b>PRICING DATA</b>	
	C2.1 PRICE INSTRUCTIONS	Yellow
	C2.2 PRICE SCHEDULE	Yellow
<b>PART C3</b>		
	<b>SCOPE OF WORK</b>	
	C3.1 DESCRIPTION OF THE WORKS	Blue
	C3.2 ENGINEERING	Blue
	C3.3 PROCUREMENT	Blue
	C3.4 CONSTRUCTION	Blue
	C3.5 MANAGEMENT	Blue
	C3.6 SPECIFICATION AND VARIATIONS	Blue
	C3.7 CORRECTIONS & AMENDMENT TO STANDARD SPECIFICATION	Blue
	C3.9 HEALTH & SAFETY SPECIFICATION	Blue
<b>PART C4</b>		
	<b>SITE INFORMATION</b>	
	C4.1 LOCALITY PLAN	Green

# PORTION 1: TENDER

## PART T1: TENDER PROCEDURES

### TABLE OF CONTENTS

T1.1	TENDER DATA.....	2
T1.2	STANDARD CONDITIONS OF TENDER.....	17

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

**HHS 01- 2023/24**

**CITY OF TSHWANE  
HUMAN AND SETTLEMENT DEPARTMENT**

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR SITE CLEARANCE OF THE AREA AT PIENAARSPOORT EXTENSIONS 15, 22, 23 AND 25 FOR A PERIOD OF 6 MONTHS.**

Tenderers should have a Construction Industry Development Board CIDB contractor grading designation of 6 *CE or higher Class*.

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

A **COMPULSORY BRIEFING SESSION** with a representative of the Employer will take place in the Intersection of K16 old Bronkhorstspuit Road and K54 new Provincial Road, Pienaarspoort - 25.751001 -26436748 Pretoria on **30 January 2024 at 10H00**

The closing time for receipt of bids is **10:00, 21 February 2024**.

The closing time for receipt of tenders is **10:00, 21 February 2024**. Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to the Divisional Head, SUPPLY CHAIN MANAGEMENT, PRETORIA, 0001 and must be submitted in the tender box situated at **Tshwane House, 320 Madiba Street, Pretoria, 0002**. Tenders will be opened at the latter address at the time indicated

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data

The lowest or any bid will not necessarily be accepted, and the Municipality reserves the right to accept a bid as a whole or in part

Bids must remain valid for a period of 90 days after the closing date.

**ENQUIRIES:** Representative: Witness S. Masombuka  
Tel (Office): 012 358 1458  
E-Mail: [WitnessM@TSHWANE.GOV.ZA](mailto:WitnessM@TSHWANE.GOV.ZA)

**Johann Mettler  
CITY MANAGER  
NOTICE 7 OF 2023/24**

## T1.1 TENDER DATA

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

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

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
C.1.1	Actions	The Employer is <b>THE CITY OF TSHWANE</b> . The term “bid” in the context of this standard is synonymous with the term “tender”.
C.1.2	Tender documents	<u>Volume 1: General Clauses, Tender Procedures, Contract Data, Pricing Data, Schedule of Quantities and Scope of Works,</u>  This document in which are bound the Tender Procedures, Returnable Documents, Agreements and Contract Data  <u>Volume 2: Construction Specifications and Drawings</u>  This document in which are bound the Project Specifications and Drawings
C.1.3 C.1.3.2	Interpretation	<i>Replace this sub-clause with the following:</i>  These Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall form part of the Contract arising from the invitation to tender.
C.1.3	Interpretation	<b>Add the following</b> new clauses:  “1.3.4 The Tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English.”  “1.3.5 The following words will have the same meaning:  <b>CITY OF TSHWANE, COT or CTMM”</b>
C.1.4	Communication and Employer’s Representative	Project Manager: <b>Witness S Masombuka</b> Address: <b>Tshwane House</b> <b>320 Madiba Street</b> <b>Pretoria, 0001</b>  Tel: <b>(012) 358 1458</b> E-mail address: <a href="mailto:WitnessM@tshwane.gov.za">WitnessM@tshwane.gov.za</a>
C.2.1	Eligibility	C.2.1.1 <u>CIDB Grading</u>  Only those Tenderers who are registered with the CIDB, or are capable of being registered prior to the evaluation of submissions, in a contractor grading designation equal to or

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender
	<p>higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a <b>Level 6 Civil Engineering (CE) or higher</b> Class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. Every member of a joint venture is registered with the CIDB</li> <li>2. The lead partner has a contractor grading designation in the <b>5 CE or higher</b> Class of construction work; not lower than one level below the required grading designation in the class of works construction works under consideration and possess the required recognition status; and</li> <li>3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation determined in accordance with the sum tendered for an <b>6 CE or higher</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> </ol>
<p><u>C.2.1.2</u> Mandatory requirements Key personnel</p>	<p>Only tenderers who meet the mandatory requirements as follows:</p> <p><b>Project Contract Director</b> Qualification: <u>BSc or B-Tech</u> in civil engineering and Professional registration with <u>ECSA</u> as Engineer or Technologist <b>(Attach copy of qualifications and proof of professional registration)</b></p> <p><b>Project Site Agent</b> Qualifications: Minimum National Diploma in civil engineering or higher qualification in civil engineering <b>(attach copy of qualifications)</b></p> <p><b>Safety Officer</b> Relevant safety qualification as prescribed by the Construction regulations 2019 and South African Council for the Project and Construction Management Professions 2000 <b>(Attach qualifications and proof of registration with SACPCMP)</b></p>
<p><u>C.2.1.2</u> Mandatory requirements Construction plant</p>	<p>Only tenderers who meet the mandatory requirements as follows:</p> <p>Tendering firm will be required to produce proof of plant owned by the tenderer in the form of ownership certificate from Traffic Department</p>

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
		<p>Tendering firm will be required to produce proof of plant leased by the tenderer in the form of a valid lease agreement or leasing contract.</p> <p>The tenderer will be expected to produce evidence for all six (6) plants or machinery listed below to avoid disqualification by submitting less:</p> <ul style="list-style-type: none"> <li>• 14 Ton Grader that will be required for the site clearance and open roads in accordance with approved township layout</li> <li>• 10 Ton Excavator that will be required for the removal of trees with a grith exceeding 2 meters.</li> <li>• TLB – that will be required for the removal of trees with a grith less than 2 meters.</li> <li>• 10 Ton Roller which will be required for compaction of layers during backfilling</li> <li>• 10m<sup>3</sup> or bigger Tipper truck that will be required for transporting fill material to site and removing debris from site.</li> </ul>
C.2.2	Cost of tendering	<p><b>Add the following</b> to the sub-clause C2.2.1:</p> <p>“Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer’s Agent (if required).”</p>
C2.5	Reference Documents	<p><b>Add the following:</b></p> <p>The following standards and conditions of contract will be applicable under this Contract:</p> <ul style="list-style-type: none"> <li>• The document “<i>Standard Specifications for Municipal Civil Engineering Works, Third Edition, 2005</i>” issued by the General Manager: Water and Sanitation of the City of Tshwane.</li> </ul> <p><b>THE DOCUMENT IS DOWNLOADABLE ON THE TSHWANE WEBSITE (<a href="http://www.tshwane.gov.za">www.tshwane.gov.za</a>) or E-tender PORTAL</b></p> <ul style="list-style-type: none"> <li>• The document “<i>General Conditions of Contract for Construction Works, Third Edition, 2015</i>;</li> </ul> <p>Tenderers, Contractors and Sub-contractors shall purchase thier own copy of the GCC 2015, available from:</p> <p>South African Institution of Civil Engineering Private Bag X200 Halfway House 1685 South Africa</p> <p>Tel +27 (0)11 805 5947</p> <p>All international standard specifications and codes listed and referenced in the Project and Particular Specifications.</p>
C.2.7	Clarification meeting	<p>Where applicable, details of the <b>compulsory</b> clarification meeting with a representative of the Employer are stated in the</p>

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
		<p>Tender Notice and Invitation to Tender (Section T1.1 of the document).</p> <p>Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers and in the Site Inspection Certificate included in Section T2.2 of the Document.</p> <p>Tender documents will not be made available at the site visit and/or clarification meeting. Detail relating to the collection of tender documents is indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document).</p>
C.2.8	Seek clarification	<p><b>Replace</b> the contents of the clause with the following:</p> <p>“Request clarification of the tender documents, if necessary, by notifying the Employer’s Official or the Employer’s Agent, indicated in the Tender Notice and Invitation to Tender, in writing at least seven working days before the closing time stated in the foregoing tender notice and clause C2.15.”</p>
C.2.9	Insurance	<p><b>Add the following</b> to the clause</p> <p>“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.”</p>
C2.10	Pricing the tender offer	<p><b>Add the following</b> sub-clause 2.10.5:</p> <p>“A digital copy of the Bill of Quantities can be obtained from the office of the Employer Representative upon sufficient notice.”</p>
C.2.11	Alterations to documents	<p><b>Add the following</b> to the clause:</p> <p><u>“In the event of a mistake having been made, it shall be crossed out in black ink and the corrected entry made above in black ink and shall be accompanied by the full signatures of the authorised signatories next to every correction.</u></p> <p><b><i>No correction fluid may be used.</i></b> If correction fluid has been used, the tender as a whole will not be considered.</p> <p>The Municipality will reject the bid if corrections are not made in accordance with the above.”</p>
C.2.12	Alternative tender offers	<p><b>Replace</b> sub-clause C2.12.1 with:</p> <p>“<u>Alternative</u> offers will only be considered if tenderer(s) have submitted a fully completed main offer. For alternative offers, a complete separate detailed activity, quantities and bill/price schedule must be submitted as a separate document.</p> <p>Tenderers must provide for each offer a typed copy on CD (Word and PDF format) of the above schedule with their offers.”</p>
C.2.13	Submitting a Tender Offer	
C.2.13.2		<p><b>Replace</b> the contents of the clause with the following:</p>

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender
	<p>“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.</p> <p>All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.</p> <p>Each Tenderer is required to return the complete set of returnable documents as listed in Part T2 with all the required information supplied and completed in all respects.”</p>
C2.13.3	<p><b><u>Add the following</u></b> to the clause:</p> <p>“Submission of copies of the tender document is NOT required. Tenderer will be required to submit the completed ORIGINAL tender documents as listed above in C1.2 PLUS any required supporting documentation.”</p>
C.2.13.4	<p><b><u>Add the following</u></b> to the clause:</p> <p>“Only authorised signatories may sign the original and all copies of the tender offer where required in terms of C.2.13.3</p> <p>In the case of a <b>ONE-PERSON CONCERN</b> submitting a tender, this shall be clearly stated.</p> <p>In case of a <b>COMPANY</b> submitting a tender, include a copy of a <b><u>resolution by its board of directors</u></b> authorising a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a <b>CLOSE CORPORATION</b> submitting a tender, include a copy of a <b><u>resolution by its members</u></b> authorising a member or other official of the corporation to sign the documents on each member’s behalf.</p> <p>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.</p> <p>In the case of a <b>JOINT VENTURE/CONSORTIUM</b> submitting a tender, include <b><u>a resolution</u></b> of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.</p> <p>In cases where the Tenderer has not submitted proof of authorisation with the Tender, the Employer reserves the right to, at any time after the closure of the Tender, but before the award of the Tender, request the Tenderer to provide proof of authorisation within 7 (seven) calendar days from date of notification.</p>

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender
	<p><b><u>Accept that failure to submit proof of authorisation to sign the tender shall result in a Tender Offer being regarded as non-responsive.</u></b></p>
C.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as follows:</p> <p><b>Reference no. : HHS00-2022/23</b></p> <p><b>Tender description:</b></p> <p><b><u>TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR SITE CLEARANCE OF THE AREA AT PIENAARSPOORT EXTENSIONS 15, 22, 23 AND 25 FOR A PERIOD OF 6 months.</u></b></p> <p><b>Correct closing time : 10:00</b>  <b>Correct due date : 21 February 2024</b></p> <p>Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be placed in the tender box located at:</p> <p><b>PROCUREMENT ADVICE CENTRE (TENDER BOX AT THE ENTRANCE TSHWANE HOUSE)</b></p> <p><b>320 Madiba Street, PRETORIA CENTRAL 0001</b></p> <p>This address is 24 hours available for delivery of Tender offers.</p> <p>The name and address of the tender shall be entered on the back of the envelope.</p>
C.2.13.6	A two-envelope procedure will not be followed.
C.2.13.10	<p><b>Add the following</b> new sub-clause 2.13.10:</p> <p>Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which is in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p>
C.2.14	<p>Information and Data to be completed in all respects</p> <p><b><u>Add the following</u></b> to the clause:</p> <p>“The Tenderer is required to enter information in the following sections of the document:</p> <p>Section T2.2 : Returnable Schedules  Section T2.3 : Technical Schedules  Section C1.1 : Form of Offer and Acceptance  Section C1.2 : Contract Data (Part 2)  Section C2.2 : Bill of Quantities</p> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be</p>

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
		<p>initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer's past performance in executing for similar building 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.</p> <p>Satisfy the Employer and Employer Representative as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Part T2 – Returnable Documents.</p> <p><b><u>Accept that failure to provide the information and data required in the Returnable Documents, including the Technical Schedules shall result in a Tender Offer being regarded as non-responsive.</u></b></p> <p>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.</p>
C.2.15 C.2.15.1	Closing Time	<p>Details of the closing time for submission of tender offers are stated in the Tender Notice and Invitation to tender (Section T.1.1 of the document).</p>
C.2.16 C.2.16.1	Tender Offer validity	<p>The Tender Offer validity period is <b>90 days</b>.</p> <p><b><u>Add the following</u></b> to the Clause</p> <p>“If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day.”</p>
C.2.16.5		<p><b><u>Add the following</u></b> new clause:</p> <p>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</p>

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
		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.
C.2.18  C.2.18.1	Provide other material	<p><b>Add the following</b> to the clause:</p> <p>“Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p> <p>Accept that the Employer or his agent reserves the right to approach the Tenderer’s banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.”</p>
C.2.19	Inspections, tests and analysis	<p>Add the following at the end of the clause:</p> <p>“...or upon written request.”.</p>
C2.22	Return of other tender documents	Return all retained tender documents prior to the closing time for the submission of Tender Offers.
C.2.23	Certificates	Refer to part T2: Returnable Documents for a list of documents that are to be returned with the tender.
<i>Add the following new clause:</i> “C.2.24”	Canvassing and obtaining of additional information by tenderer	<p>“Accept that no Tenderer shall 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.”</p> <p>“No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.”</p>
<i>Add the following new clause:</i> “C.2.25”	Prohibitions on awards to persons in service of the state	<p>“Accept that the Employer is prohibited to award a tender to a person</p> <p>a) who is in the service of the state; or</p>

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender
	<p>b) 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</p> <p>c) a person who is an advisor or consultant contracted with the municipality <u>or</u> municipal entity.</p> <p><b>“In the service of the state”</b> means to be –</p> <p>a) a member of –</p> <ul style="list-style-type: none"> <li>• any municipal council;</li> <li>• any provincial legislature; or</li> <li>• the National Assembly or the National Council of Provinces;</li> </ul> <p>b) a member of the board of directors of any municipal entity;</p> <p>c) an official of any municipality or municipal entity;</p> <p>d) an employee of any national or provincial department;</p> <p>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</p> <p>f) a member of the accounting authority of any national or provincial public entity; or</p> <p>g) an employee of Parliament or a provincial legislature.”</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 – Returnable Documents must be completed.”</p>
<p>Add the following new clause: “C.2.26”</p>	<p>Awards to close family members of persons in the service of the state</p> <p>“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 2.25), or has been in the service of the state in the previous twelve months, including –</p> <p>a) the name of that person;</p> <p>b) the capacity in which that person is in the service of the state; and</p> <p>c) the amount of the award.</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 – Returnable Documents must be completed in full and signed.”</p>
<p>Add the following new clause: “C.2.27”</p>	<p>Vendor registration</p> <p>“Accept that each contractor is required to register as a supplier / service provider on the City of Tshwane’s vendor register before any payment can be done. Accept that 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.</p> <p>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></p> <p>Accept that all parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause”</p>

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
Add the following new clause: "C.2.28"	Tax Clearance Certificate	"In the case of a Joint Venture/Consortium the tax clearance certificate must be for the Joint Venture/Consortium or individual valid tax clearance certificates for all the members of the Joint Venture/Consortium."
C.3.1  C.3.1.1	Respond to requests from tenderer	<b>Replace</b> the contents of the clause with the following:  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 procurement documents within two (2) working days of the same date.
C.3.4  C.3.4.1	Opening of Tender submissions	The time and location for the tender submissions and details of the tender opening are stated in the Tender Notice and Invitation to Tender (Section T1.1 of the document).
C.3.5	Two-envelope system	A two-envelope procedure will not be followed.
C.3.8  C.3.8.1	Test for responsiveness	<b>Add the following</b> to the sub-clause:  Failure on the part of the Tenderer to submit a tender offer as stipulated in clause C2.13 prior to the closing time as stipulated in clause C2.15 shall be just cause for the Employer to consider the tender offer as being non-responsive Failure on the part of the Tenderer to submit any one of the returnable documents or certificates listed in clause C2.23 within the period stipulated shall be just cause for the Employer to consider the tender offer as being non-responsive.
C3.9	Arithmetical errors, omissions and discrepancies	<b>Replace</b> the contents of the clause with the following:  Check responsive tender offers for arithmetical errors, correcting them in the following manner:  a) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected.  b) 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 corrected total of the prices shall govern.  c) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
		<p>corrected amount obtained after completing the above steps, the corrected amount shall govern.</p> <p>Notify a tenderer upon written request received after the closing date of tenders of all arithmetical errors made by that particular tenderer.</p>
C.3.11	Evaluation of Tenders	<p>Add the following to the sub-clause:</p> <p>Method 2 as described in Clause 3.11.3 will be used to evaluate all responsive tender offers,</p> <p>where the Points scored for Price is:</p> <p>in accordance with Clause 3.11.4 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R50 000 000; or</p>
C.3.11.3	Functionality will be evaluated based on the tender's ability to prove with supporting documentation experience to implement water and sewer projects	<p><b>Method 2: Functionality, Price and Preference</b></p> <p>In the case of functionality, price and preference:</p> <ol style="list-style-type: none"> <li>1) And Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.</li> <li>2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.</li> </ol> <p>Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in clauses C3.11.4 and C3.11.5 below.</p>
<p>Add the following new clause:</p> <p>C.3.11.4</p>		<p><b>The 80/20 preference points system for acquisition of services, works or goods with a Rand value equal to or below R 50 million.</b></p> <p>The following formula must be used to calculate the points for price in respect of tenders with a Rand value below R50 000 000 (all applicable taxes included):</p> $Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$ <p>Where</p> <p>Ps = Points scored for price of tender under consideration;</p> <p>Pt = Price of tender under consideration; and</p> <p>Pmin = Price of lowest acceptable tender.</p> <ul style="list-style-type: none"> <li>• A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.</li> </ul>

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender																																																						
	<ul style="list-style-type: none"> <li>The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.</li> <li>Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.</li> </ul> <p>20 points for Specific goals (service provider to submit the certified copy of the specific goals). Refer to Table 1 below:</p> <table border="1" data-bbox="695 667 1449 1720"> <thead> <tr> <th>Specific Goal</th> <th>80/20 preference point system</th> <th>Proof of specific goals to be submitted</th> </tr> </thead> <tbody> <tr> <td>BB-BEE score of companies</td> <td></td> <td>Valid Certified copy of BBBEE certificate. For EME's and QSE's copy of a valid Sworn affidavit not older than 3 months</td> </tr> <tr> <td>Level 1</td> <td>8 Points</td> <td></td> </tr> <tr> <td>Level 2</td> <td>7 Points</td> <td></td> </tr> <tr> <td>Level 3</td> <td>6 Points</td> <td></td> </tr> <tr> <td>Level 4</td> <td>5 Points</td> <td></td> </tr> <tr> <td>Level 5</td> <td>4 Points</td> <td></td> </tr> <tr> <td>Level 6</td> <td>3 Points</td> <td></td> </tr> <tr> <td>Level 7</td> <td>2 Points</td> <td></td> </tr> <tr> <td>Level 8</td> <td>1 Point</td> <td></td> </tr> <tr> <td>Non-compliant</td> <td>0 Points</td> <td></td> </tr> <tr> <td>EME and/ or QSE</td> <td>2</td> <td>Valid Sworn affidavit not older than 3 months</td> </tr> <tr> <td>At least 51% Women owned companies</td> <td>2</td> <td>Certified copy of Identity Document/s</td> </tr> <tr> <td>At least 51% owned companies by People with disability</td> <td>2</td> <td>Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers)</td> </tr> <tr> <td>At least 51% owned companies by Youth</td> <td>1</td> <td>Certified copy of Identity Document/s</td> </tr> <tr> <td>Local Economic Participation</td> <td></td> <td rowspan="4">Municipal Account statement/Lease agreement.</td> </tr> <tr> <td>City of Tshwane Participants</td> <td>4</td> </tr> <tr> <td>Gauteng Participants</td> <td>2</td> </tr> <tr> <td>National participants</td> <td>1</td> </tr> </tbody> </table>	Specific Goal	80/20 preference point system	Proof of specific goals to be submitted	BB-BEE score of companies		Valid Certified copy of BBBEE certificate. For EME's and QSE's copy of a valid Sworn affidavit not older than 3 months	Level 1	8 Points		Level 2	7 Points		Level 3	6 Points		Level 4	5 Points		Level 5	4 Points		Level 6	3 Points		Level 7	2 Points		Level 8	1 Point		Non-compliant	0 Points		EME and/ or QSE	2	Valid Sworn affidavit not older than 3 months	At least 51% Women owned companies	2	Certified copy of Identity Document/s	At least 51% owned companies by People with disability	2	Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers)	At least 51% owned companies by Youth	1	Certified copy of Identity Document/s	Local Economic Participation		Municipal Account statement/Lease agreement.	City of Tshwane Participants	4	Gauteng Participants	2	National participants	1
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<p>Add the following new clause:</p> <p>C.3.11.6</p>	<p><b>Scoring Functionality and Quality</b></p> <p>A minimum of <b>70 points</b> out of 100 must be scored to move to the next evaluation level</p> <p><b>Points allocation</b></p> <p>Company experience – 45 points</p> <p>Key personnel experience – 35 points (15 points for contract manager, 10 points for site agent and 10 points for safety officer)</p> <p>Bank rating – 20 points</p>																																																						

<b>Reference to relevant clauses in Standard Conditions of Tender</b>		<b>Addition or Variation to Standard Condition of Tender</b>
C.3.16	Registration of the award	<b>Add the following</b> to the clause:  Notice of non-acceptance of the tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Employer' Agent.
C.3.17	Provide Copies of Contract	One signed copy of the contract shall be provided by the Employer to the successful Tenderer.

## FUNCTIONALITY EVALUATION

No.	Functionality and Quality Criteria – Tender Rating Matrix		A	B	C
			Tender rating (Score 0-5)	Weighting	Tender Score = (A x B)
1	Company work experience as per FORM RDC 1	Tendering Firm's experience of successfully completed civil engineering contracts involving the construction of water, sewer, roads, reservoirs and pump stations. (attach completion certificates as proof).		9	
		Successfully completed 5 projects or more	5		
		Successfully completed 4 projects	4		
		Successfully completed 3 projects	3		
		Successfully completed 2 projects	2		
		Successfully completed 1 projects	1		
2.1	Contracts Manager Form RDD 3	<b>Contracts Manager</b> Minimum 5 years relevant experience <b>Specific Experience:</b> Attach a CV detailing your Experience in the position of Contract Manager on civil engineering projects.		3	
		10 Years or more experience	5		
		More than 5 Years experience	3		
		5 Years experience	1		
2.2	Project Site Agent Form RDD 3	<b>Project Site Agent</b> Minimum 5 years relevant experience <b>Specific Experience:</b> Attach a CV detailing your Experience in the position of Site Agent on civil engineering projects.		2	
		10 Years or more experience	5		
		More than 5 Years experience	3		
		5 Years experience	1		
2.3	Construction Health & Safety Officer Form RDD 3	<b>Construction Health &amp; Safety Officer</b> <b>Specific Experience:</b> Attach a CV detailing your Experience in the position of Safety Officer post registration with South African Council for the Project and Construction Management Professions 2000		2	

No.	Functionality and Quality Criteria – Tender Rating Matrix	A	B	C	
		Tenderer rating (Score 0-5)	Weighting	Tenderer Score =(A x B)	
	More than 3 years' experience post registration	5			
	2 Years experience post registration	3			
	1 Year experience post registration	1			
3	Bank rating: FORM RDC 11	The tenderer to submit a bank rating report stamped and verified by the bank.	4		
		B - Good for the amount			5
		C - Good for the amount quoted, if strictly in the way of business			3
		D - Fair risk for the amount			1
	<b>TOTAL SCORE</b>				

## T1.2 STANDARD CONDITIONS OF TENDER

### TABLE OF CONTENTS

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

C.3.13 Acceptance of tender offer ..... 28

C.3.14 Prepare contract documents ..... 29

C.3.15 Complete adjudicator’s contract..... 29

C.3.16 Notice to unsuccessful tenderers..... 29

C.3.17 Provide copies of the contracts..... 29

C.3.18 Provide written reasons for actions taken ..... 29

## **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

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

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

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

**C.3.11.1 General**

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

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

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

**C.3.13 Acceptance of tender offer**

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

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

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

**C.3.14 Prepare contract documents**

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

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

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

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

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

**C.3.16 Registration of the award**

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

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

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

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

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

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

# **PART T2: RETURNABLE DOCUMENTS**

## **TABLE OF CONTENTS**

T2.1	LIST OF RETURNABLE DOCUMENTS.... <b>Error! Bookmark not defined.</b>
T2.2	RETURNABLE SCHEDULES..... <b>Error! Bookmark not defined.</b>

## RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Document Name	Reference	Confirmation of Document Included (Tenderers may use this column to confirm documents have been completed and included in the tender)
Invitation to Tender (MBD 1)	Form RDA 1	
Form of Offer and Acceptance	Section C1.1	
Declaration of Interest in tender of persons in service of state	Form RDA 2	
Declaration of Tenderer's past supply chain management practises	Form RDA 3	

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

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

Document Name	Reference	Confirmation of Document Included (Tenderers may use this column to confirm documents have been completed and included in the tender)
Preference Points claim form in terms of the Preferential procurement regulations 2017 (90/10 version)	Form RDB1	

## **RD.B ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

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

<b>Document Name</b>	<b>Reference</b>	<b>Confirmation of Document Included</b>
Valid Tax Clearance Certificate	-	
Schedule of Tenderer's experience	Form RDC1	
Schedule of Proposed Subcontractors	Form RDC2	
Schedule of Plant and Equipment	Form RDC3	
Compliance with Occupational Health and Safety Act (OHSA)(Act 85 of 1993)	Form RDC4	
Record of services provided to organs of state	Form RDC5	
Company information for tenders greater than R 10 million	Form RDC6	
Classification of Business	Form RDC7	
Certificate of Authority of Signatory	Form RDC8	
Municipal Accounts of the Business as well as each Registered Director of Business	-	
Status of Concern Submitting Tender	Form RDC9	
Proof of Registration with the CIDB in the applicable category or higher	-	
Certificate of independent bid determination	Form RDC10	
Bank Rating Report	Form RDC11	

## **RD.C ADDITIONAL RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

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

<b>Document name</b>	<b>Reference</b>	<b>Confirmation of Document Included</b>
First Programme and Method Statements	Form RDD1	
Estimated Monthly Expenditure on Contract Works by Tenderer	Form RDD2	
Key-Personnel / Management and Supervisory Staff	Form RDD3	
Quality Management Systems	Form RDD4	

## **RD.D OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

<b>Document Name</b>	<b>Reference</b>	<b>Confirmation of Document Included</b>
Record of Addenda to Tender Documents	Form RDE 1	
Proposed Amendments	Form RDE 2	
Cost Price Adjustment (CPA) – Imported Content (FOREX)	Form RDE 4	
Form of Offer and Acceptance	Section C1.1	
Contract data (Part 2: Data provided by the Contractors)	Section C1.2	
Activity Schedules / Bills of Quantities	Section C2	

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

CITY OF TSHWANE  
HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: HHS 01- 2023/24

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR SITE  
CLEARANCE OF THE AREA AT PIENAARSPOORT EXT. 15, 22, 23 AND  
25 FOR A PERIOD OF 6 months.**

## **T2.2                    RETURNABLE SCHEDULES**

**RDA 1**

**MBD 1**

**PART A- INVITATION TO TENDER**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE METROPOLITAN MUNICIPLAITY</b>					
BID NUMBER:	HHS01-2023/24	CLOSING DATE:	21 Feb 2024	CLOSING TIME:	10:00
DESCRIPTION:	<b>TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR SITE CLEARANCE OF THE AREA AT PIENAARSPOORT EXT. 15, 22, 23 AND 25 FOR A PERIOD OF 6 months.</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT <i>CLIENT'S SCM OFFICES</i> (AS PER THE TENDER ADVERT-T1.1)					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER:					
POSTAL ADDRESS:					
STREET ADDRESS:					
TELEPHONE NUMBER:	CODE		NUMBER		
CELLPHONE NUMBER:					
FACSIMILE NUMBER:	CODE		NUMBER		
E-MAIL ADDRESS:					
VAT REGISTRATION NUMBER:	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK THE APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT:	<input type="checkbox"/> Yes <input type="checkbox"/> No	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSER PART B.3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					

Part T2: Returnable Documents

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	HUMAN SETTLEMENT	CONTACT PERSON	Kgomotso Makgale
CONTACT PERSON	Sello Chipu	TELEPHONE NUMBER	012 358 5478
TELEPHONE NUMBER	012 358 4780)	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	<a href="mailto:kgomotsomakg@tshwane.gov.za">kgomotsomakg@tshwane.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:selloc@tshwane.gov.za">selloc@tshwane.gov.za</a>		
<b>1. BID SUBMISSION:</b>			
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.			
<b>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>			
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.			
<b>2. TAX COMPLIANCE REQUIREMENTS</b>			
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.			
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.			
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .			
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.			
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.			
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.			
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.			
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> Yes <input type="checkbox"/> No	

**IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

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

Person Authorized to sign Tender:.....

FULL NAME (BLOCK LETTERS): .....

SIGNATURE: .....

DATE:

## RDA 2

### DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF STATE

THIS FORM MUST BE COMPLETED IN FULL AND SIGNED. FAILURE TO COMPLY WILL RESULT IN THE TENDER BEING DISQUALIFIED.  
(Refer to Clauses 2.25 and 2.26 in the Tender Data)

1. Is the employer/owner of the bidder in the service of the state? **YES / NO (INDICATE)**

If so, state particulars:  
.....

2. If the provider is not a natural person, whether any of its directors, managers, principal shareholders or stakeholder is in the service of the state, or has been in the service of the state in the previous twelve months: **YES / NO (INDICATE)**

If so, state particulars:  
.....

3. Whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to in subparagraph 2 is in the service of the state, or has been in the service of the state in the previous twelve months: **YES / NO (INDICATE)**

If so, state particulars:  
.....

4. Is an employer / owner of the bidder a person who is an advisor or consultant contracted with the municipality or municipal entity: **YES / NO (INDICATE)**

If so, state particulars:  
.....

5. Are the Tenderer or any of the members of the tendering entity involved in another entity for this particular tender: **YES / NO (INDICATE)**

If so, state particulars:  
.....

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

Person Authorized to sign Tender: .....

FULL NAME (BLOCK LETTERS): .....

SIGNATURE: .....

DATE: .....

### **RDA 3**

## **DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

ITEM	QUESTION	RESPONSE	
4.1	<p><b>Is the Tenderer, any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector?</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)</p>	Yes	No
If so, furnish particulars:			
4.2	<p><b>Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)?</b>                      (To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)</p>	Yes	No
If so, furnish particulars:			
4.3	<p><b>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?</b></p>	Yes	No
If so, furnish particulars:			
4.4	<p><b>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?</b></p>	Yes	No
If so, furnish particulars:			
4.5	<p><b>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?</b></p>	Yes	No

Part T2: Returnable Documents

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	If so, furnish particulars:
--	-----------------------------

<p><i>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></p> <p>.....</p> <p><b>Person Authorized to sign Tender:</b> .....</p> <p>FULL NAME (BLOCK LETTERS): .....</p> <p>SIGNATURE:</p> <p>DATE:</p>
---

## FORM RDB 1

### MBD6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids 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, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 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)
- 1.2 **To be completed by the organ of state**  
*(delete whichever is not applicable for this tender).*
- a) The applicable preference point system for this tender is the 80/20 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
<b>PRICE</b>	100
<b>SPECIFIC GOALS</b>	0
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
- #### 2. DEFINITIONS
- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
  - (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

#### 80/20

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

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

#### 80/20

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

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:

Part T2: Returnable Documents

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 80/20 preference point system.

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

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

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

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

**DECLARATION WITH REGARD TO COMPANY/FIRM**

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....
- 4.5. TYPE OF COMPANY/ FIRM

Part T2: Returnable Documents

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

[TICK APPLICABLE BOX]

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

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

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

Contract: HHS 01 2023/24 Tender for the appointment of a Contractor for Site Clearance of the area at Pienaarspoort Ext. 15, 22, 23 and 25 for a period of 6 months.

Part T2: Returnable Documents

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## FORM RDC 1 SCHEDULE OF TENDERER'S EXPERIENCE

The following is a statement of similar work successfully executed by myself / ourselves:

EMPLOYER, CONTACT PERSON AND TELEPHONE NUMBER.	DESCRIPTION OF CONTRACT	VALUE OF WORK INCLUSIVE OF VAT (RAND)	DATE COMPLETED
1. _____  _____ (Name)  _____ (Telephone Number)	_____  _____  _____	_____  _____	_____  _____
2. _____  _____ (Name)  _____ (Telephone Number)	_____  _____  _____	_____  _____	_____  _____
3. _____  _____ (Name)  _____ (Telephone Number)	_____  _____  _____	_____  _____	_____  _____
4. _____  _____ (Name)  _____ (Telephone Number)	_____  _____  _____	_____  _____	_____  _____
5. _____  _____ (Name)  _____ (Telephone 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 Tender: .....

FULL NAME (BLOCK LETTERS): .....

SIGNATURE: .....

## FORM RDC 2 SCHEDULE OF PROPOSED SUBCONTRACTORS

You, the client, are hereby notified that it is our intention to employ the following Subcontractors for work on this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	NAME AND ADDRESS OF PROPOSED SUBCONTRACTOR	NATURE AND EXTENT OF WORK
1.		
2.		
3.		
4.		
5.		

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

Person Authorized to sign Tender: .....

FULL NAME (BLOCK LETTERS): .....

SIGNATURE:

## FORM RDC 3 SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

**1. Details of major equipment that is owned by and immediately available for this contract.**

QUANTITY	DESCRIPTION, SIZE, CAPACITY, ETC.

(Attach additional pages if more space is required)

**2. Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.**

QUANTITY	DESCRIPTION, SIZE, CAPACITY, ETC.

(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 Tender: .....

FULL NAME (BLOCK LETTERS): .....

SIGNATURE: .....

DATE:

## FORM RDC 4 COMPLIANCE WITH OHSA (Act 85 of 1993)

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

1. Is your company familiar with the OHSA (ACT 85 of 1993) and its Regulations <b><i>and</i></b> do you have a copy available?	YES	NO
2. Who will prepare your company's Health and Safety Plan? Provide a copy of the person/s curriculum vitae/s or company profile.		
3. Does your company have a health and safety policy? If YES provide a copy.	YES	NO
4. How is this policy communicated to your employees? Provide supporting documentation to prove such communication	YES	NO
5. Does your company keep record of safety aspects of each site where work is performed? If YES, what records are kept?	YES	NO
6. Does your company conduct monthly safety meetings? If YES, provide copies of the Minutes of the last 2 meetings held.	YES	NO
7. Does your company have a safety officer in its employment, responsible for overall safety of your company? If YES, explain his/her duties and provide a copy of his/her CV ( <b><i>only if not the same person as in question 2 above</i></b> ) If NO, indicate who will be appointed as safety officer for this project and provide a copy of his/her CV.	YES	NO
8. Indicate the total number of employees in the Company.	.....	
9. Does your company have trained first aid employees? If YES, indicate who.	YES	NO
10. Does your company have a safety induction training programme in place? If YES, provide a summary of topics covered in such induction training programme	YES	NO

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

Person Authorized to sign Tender: .....

FULL NAME (BLOCK LETTERS): .....

SIGNATURE: .....

## FORM RDC 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 the contract was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender. Complete the record or attach the required information in the prescribed tabulation.

**All services commenced or completed to an organ of state in the last five years**

#	Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity.	Title of contract for the service	Value of contract for service incl. VAT (Rand)	Date completed (State current if not yet completed)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

(Attach additional pages if more space is required.)

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

Person Authorized to sign Tender: .....

FULL NAME (BLOCK LETTERS): .....

SIGNATURE: .....

**FORM RDC 6**  
**COMPANY INFORMATION FOR TENDERS GREATER THAN R10 MILLION**

1. The tenderer is required by law to prepare annual financial statements for auditing and is therefore requested to provide audited annual financial statements:

- for the past three years; or
- since their 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. Have any contracts been awarded to the tenderer by an organ of state during the past five years? **YES / NO**

**YES / NO**

If so, state particulars

.....

4. Has there been any material non-compliance or dispute concerning the execution of such contract? **YES / NO**

**YES / NO**

If so, state particulars

.....

5. Is any portion of the goods or services expected to be sourced out from outside the Republic? **YES / NO**

**YES / NO**

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

.....

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

Person Authorized to sign Tender: .....

FULL NAME (BLOCK LETTERS): .....

SIGNATURE: .....

DATE: .....

**FORM RDC 7  
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 THE SMALL BUSINESSES**

a. **Indicate** whether the company/entity is defined as a **small, medium or micro** enterprise by the National Small Business Act, 1996 (Act 102 of 1996). **YES / NO**

b. If the response to paragraph 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.)

The tenderer should substantiate the information provided above by submitting the following documentation:

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

**“SCHEDULE” (See definition of ‘small businesses’ in section)**

<b>SIZE OF CLASS</b>	<b>THE TOTAL FULL-TIME EQUIVALENT OF PAID EMPLOYEES</b>	<b>TOTAL TURNOVER</b>	<b>TOTAL GROSS ASSET VALUE (FICED PROPERTY EXCLUDED)</b>
<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

Part T2: Returnable Documents

Micro	5	R 200 000	R 100 000
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*The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.*

Person Authorized to sign Tender: .....

FULL NAME (BLOCK LETTERS): .....

## FORM RDC 8 CERTIFICATE OF AUTHORITY OF SIGNATORY

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

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

Held at ..... (place)

On ..... (date)

**RESOLVED that:**

1. The Enterprise submits a Bid / Tender to the City of Tshwane in respect of the following project:

.....  
.....

(Project description as per Bid / Tender Document)

Bid / Tender Number: ..... (Bid/Tender No as per Bid/Tender Document)

2. Mr/Mrs/Ms: .....

In \*his/her capacity as: ..... (Position in the Enterprise)

And who will sign as follows: .....

be, and is hereby, authorised to sign the Bid/Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid/Tender to the Enterprise mentioned above.

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			

**NOTE:**

1. \*Delete which is not applicable
2. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise
3. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**

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

Person Authorized to sign Tender: .....

FULL NAME (BLOCK LETTERS): .....

SIGNATURE: .....

## CERTIFICATE OF AUTHORITY FOR JOINT VENTURES AND CONSORTIA

This Returnable Schedule is to be completed by joint ventures.  
 (Attach additional pages if more space is required.)

We, the undersigned, are submitting this tender offer in a Joint Venture / Consortium and hereby authorise Mr/Ms ..... authorised signatory of the company ..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

Registered Name Of Firm	Reg. Number	% Of Contract Value	Address	Duly Authorized Signatory	Mark (x) Lead Partner

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

Person Authorized to sign Tender: .....

FULL NAME (BLOCK LETTERS): .....

SIGNATURE: .....

DATE: .....

## FORM RDC 9 STATUS OF CONCERN SUBMITTING TENDER

### 1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner or a joint venture:

(Mark the appropriate option below)

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

### 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 (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))	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.
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.	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.  Copy of CM 29
5	Sole Proprietary or a Partnership	Copy of the Identity Document of: a) such Sole Proprietary, or b) Each of the Partners in the Partnership

Part T2: Returnable Documents

If the Tendering Entity is a:		Documentation to be submitted with the tender
		Certified copy of the Partnership agreement.
6	Co-operative	CIPRO CR2 - Copies of Company registration document. (The percentage of work to be done by each partner must clearly be indicated on Form RDB1 (or RDB2 as applicable) of the tender document: MBD6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001)
7	Joint Venture	All the documents (as described above) as applicable to each partner in the JV as well as a certified copy of the Joint Venture agreement. (The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture 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, must be provided.

2.) Include a copy of the Certificate of Change of Name (CM9) if applicable.

**3. Registered for Vat Purposes in Terms of The Value-Added Tax Act, (Act Nr. 89 of 1991)**

(Make an X in the appropriate space below)

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

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.*

.....

Person Authorized to sign Tender: .....

FULL NAME (BLOCK LETTERS): .....

SIGNATURE: .....

DATE: .....

## **Proof of Registration with the CIDB in the applicable category or higher**

Only those Tenderers who are registered with the CIDB, or are capable of being registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **Level 6 Civil Engineering (CE) or higher** Class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

1. Every member of a joint venture is registered with the CIDB
2. The lead partner has a contractor grading designation in the **5 CE or higher** Class of construction work; not lower than one level below the required grading designation in the class of works construction works under consideration and possess the required recognition status; and
3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation determined in accordance with the sum tendered for an **6 CE or higher** Class of construction work, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations

## **RDC10 INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</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 bidding (or bid rigging)<sup>2</sup>. Collusive bidding 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 bid of any bidder if that bidder 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 bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

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

<sup>2</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 BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

In response to the invitation for the bid made by:

---

(Name of Municipality/Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

Part T2: Returnable Documents

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- f. Bidding with the intention not to win the bid.
- 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 bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid 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 bids and contracts, bids 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.

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

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

Person Authorized to sign Tender: .....

FULL NAME (BLOCK LETTERS): .....

SIGNATURE: .....

DATE: .....

## RDC11

### BANK RATING REPORT

#### Banking Details:

Bank: \_\_\_\_\_

Branch: \_\_\_\_\_

Name of Account: \_\_\_\_\_

Account No: \_\_\_\_\_

Type of Account: \_\_\_\_\_

***The Tenderer shall affix a Bank Rating Report, stamped and verified by the bank, 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.*

Person Authorized to sign Tender: .....

FULL NAME (BLOCK LETTERS): .....

SIGNATURE: .....

DATE:

## **RDD 1 FIRST PROGRAMME AND METHOD STATEMENTS**

Attach as part of your tender submission a first programme with supporting method statements.

## FORM RDD 2 ESTIMATED MONTHLY EXPENDITURE ON CONTRACT WORKS BY TENDERER

The tenderer shall, in the table below, state the estimated cash flow on the contract based on his preliminary programme, his tendered unit rates and his submission of payment certificates to the Employer. Amounts for Contract Price Adjustment shall not be included.

Payment Certificate No.	Amount (VAT Included)				Cumulative cash flow
	a	b	a-b		
	Payments Received	Expenditure	Net cash flow		
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
etc					
<b>Maximum negative cash flow: take the largest negative number in the last column and write it here</b>					

From what sources will you fund the above amount (e.g. funds internally available, bank overdraft, loan, partner (his source), etc.)

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

Person Authorized to sign Tender: .....

FULL NAME (BLOCK LETTERS): .....

## FORM RDD 3 KEY PERSONNEL / MANAGEMENT AND SUPERVISORY STAFF

The Tenderer shall insert in the spaces below, the name of key personnel to be engaged on the Contract.

	NAME	CATEGORY *	QUALIFICATION	E (YEARS RELEVANT)	LOCAL OR NON – LOCAL
1.		CONTRACT'S MANAGER			
2.		CIVIL SITE AGENT			
3.		HEALTH AND SAFETY OFFICER			
4.					
5.					
6.					
7.					
8.					
9.					

**(Attach additional pages if more space is required.)**

\* The Contractor shall fill in the various categories, e.g. Foreman, Trainers, Plant Operators, Clerks, Technicians, Laboratory Assistants, etc as required.

**Note:** Failure to comply with the requirements of a full time site agent as noted under item C3.3.5 will result in disqualification of your tender.

**Note:** Please ensure that a CV for all the key personnel entered in the table above is attached on submission of your tender document.

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

Person Authorized to sign Tender: .....

FULL NAME (BLOCK LETTERS): .....

## FORM RDD 4 QUALITY MANAGEMENT SYSTEMS

Briefly describe the construction quality system incorporated by the tenderer in his organisation and which will be applicable to this Contract.

	Internal	External	Name of responsible Company /or Person (In case of Person, give years of experience and qualification)
Survey: Setting out of the works and control			
Testing Laboratory			
Additional quality systems			

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

Person Authorized to sign Tender: .....

FULL NAME (BLOCK LETTERS): .....

SIGNATURE: .....

## FORM RDE 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	TITLE OR REFERENCE
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 Tender: .....

FULL NAME (BLOCK LETTERS): .....

SIGNATURE: .....

DATE: .....

## FORM RDE 2 PROPOSED AMENDMENTS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in **a covering letter to his tender and reference such letter in this schedule.**

The Tenderer's attention is drawn to clause 3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

PAGE	CLAUSE OR ITEM	PROPOSAL

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

Person Authorized to sign Tender: .....

FULL NAME (BLOCK LETTERS): .....

SIGNATURE: .....

DATE: .....

**FORM RDE 4  
COST PRICE ADJUSTMENT (CPA)  
IMPORTED CONTENT (FOREX)**

Is/Are the tender price/s firm until the end of contract period? (YES/NO)

If not:

**IMPORTED CONTENT:**

When the price/s is/are subject to the rate of exchange, submit the price basis on which the exchange rate will be based (e.g. F.O.B. value, fixed value in respect of foreign exchange, etc.)

(i) exchange rate upon which the bid price is based

.....  
.....  
.....  
.....

(ii) What portion of the bid price (percentage or amount) will be affected by variations in the exchange rate?

.....  
.....  
.....  
.....

**NB:** *Tenderers are also required to submit a bank statement or an auditor's report regarding the actual exchange rate in respect of the transaction value paid to the overseas supplier.*

<i>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>	
Person Authorized to sign Tender:	.....
FULL NAME (BLOCK LETTERS):	.....
SIGNATURE:	.....
DATE:	.....

# PORTION 2: CONTRACT

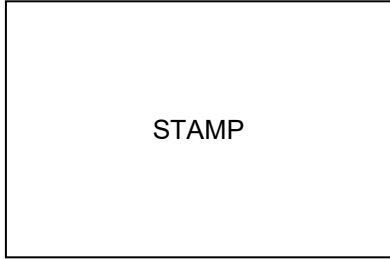
## PART C1: AGREEMENTS AND CONTRACT DATA

### CONTENTS

C1.1	FORM OF OFFER AND ACCEPTANCE .....	2
C1.2.	CONTRACT DATA.....	8
C1.3	FORM OF GUARANTEE .....	23
C1.4:	HEALTH AND SAFETY AGREEMENT .....	26
C1.5:	ADJUDICATOR'S AGREEMENT.....	28

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## C1.1 FORM OF OFFER AND ACCEPTANCE



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

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR SITE CLEARANCE OF THE AREA AT PIENAARSPHOORT EXT. 15, 22, 23 AND 25 FOR A PERIOD OF 6 MONTHS.**

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

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

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

R

*(in figures)*

\_\_\_\_\_

*(in words)*

\_\_\_\_\_

\_\_\_\_\_

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

Part C1.1: Agreements and Contract Data

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

**CAPACITY** of authorized agents: .....

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

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

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

1. ....

2. ....

Part C1.1: Agreements and Contract Data

---

**ACCEPTANCE**

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

The terms of the contract, are contained in

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

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

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

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

Part C1.1: Agreements and Contract Data

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

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

NAME(s): ( BLOCK LETTERS)	.....	.....			
CAPACITY of authorized agents:	.....	.....			
SIGNATURE(s) of authorized agents:	.....	.....			
SIGNED at	.....	on this	.....	day of	.....
WITNESSE(S): (Full name – BLOCK LETTERS – and signature)					
1.	.....	.....	.....	.....	.....
2.	.....	.....	.....	.....	.....

---

**SCHEDULE OF DEVIATIONS**

**Notes:**

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

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

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

Part C1.1: Agreements and Contract Data

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

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

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

CAPACITY of authorized agents: .....

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

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

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

1. ....

2. ....

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

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

CAPACITY of authorized agents: .....

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

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

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

1. ....

2. ....

## C1.2 CONTRACT DATA

### TABLE OF CONTENTS

C1.2.1 GENERAL CONDITIONS OF CONTRACT .....9  
C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT .....10  
C1.2.3 DATA PROVIDED BY THE EMPLOYER .....19  
C1.2.4 DATA PROVIDED BY THE CONTRACTOR .....22

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

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

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

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

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

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
1.1	<p><b>Add</b> the following definitions:</p> <p>1.1.1.35            “Work Package” is work to be carried out under this contract.</p> <p>1.1.1.36            “Package Order” is an instruction to carry out a Work Package.</p>
1.2.1	<p><b>Add</b> the following to the clause:</p> <p>1.2.1.3    <i>Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</i></p>
1.2.3	<p><b>Add</b> the following to the clause:</p> <p>1.2.3.1    <i>The Employer has authorised the <b>Group Head: Human Settlements</b> to act on his behalf in respect of this Contract, save for such duties or functions:</i></p> <p>1.2.3.1.1        <i>which other holders of office ex officio execute on behalf of the Employer; or</i></p> <p>1.2.3.1.2        <i>for which the <b>Group Head : Human Settlements</b> has no authority and the Employer’s approval is required before execution thereof.</i></p>
4.3	<p><b>Add</b> the following new sub-clause:</p> <p>1.3.3    <i>Wages and conditions of work:</i></p> <p>          <i>i.        For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectoral Determination: Civil Engineering Sector published from time to time.</i></p> <p>          <i>ii.        Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</i></p> <p><b>Add</b> the following new sub-clause:</p> <p>4.3.4    <i>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37(2) of the Act. The Contractor shall sign the Occupational Health and Safety Agreement for Contract Work in the City of Tshwane Metropolitan Municipality included in section C1.5.</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<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>Contractor's Designer</i></p> <p><i>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract</i></p>
5.12	<p><b>Add</b> the following new sub-clause</p> <p>5.12.5 <i>Critical path provision</i></p> <p><i>A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Engineer rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.</i></p> <p><b>Add</b> the following new sub-clause</p> <p>5.12.6 <i>Extension of time due to abnormal rainfall</i></p> <p><i>Extension of time due to abnormal rainfall shall be determined by means of Method 1, if rainfall records and/or values derived from rainfall records are supplied in the Scope of Work, otherwise Method 2 shall apply.</i></p> <p><u><i>Method 1: Rainfall formula method</i></u></p> <p><i>The rainfall records and/or values derived from rainfall records from a suitable rainfall station near the Site, which are supplied in the Project Specifications, shall be considered suitable for the determination of extension of time due to abnormal rainfall in accordance with this method.</i></p> <p><i>Extension of time arising from abnormal rainfall, shall be calculated separately for each calendar month or part thereof for the full period of completion of the Contract, including any extension thereof, in accordance with the rainfall formula given below:</i></p> $V = (N_w - N_n) + \frac{(R_w - R_n)}{X}$

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>If V is negative and its absolute value exceeds <math>N_n</math>, then V shall be equal to minus <math>N_n</math>.</i></p> <p><i>If V is positive and greater than the number of calendar days in the calendar month under consideration, V shall be taken as equal to the number of calendar days in the relevant calendar month.</i></p> <p><i>The symbols shall have the following meaning:</i></p> <p><i>V = Extension of time in calendar days in respect of the calendar month under consideration</i></p> <p><i><math>N_w</math> = Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.</i></p> <p><i><math>R_w</math> = Actual rainfall in mm for the calendar month under consideration.</i></p> <p><i><math>N_n</math> = Average number of days as derived from existing rainfall records, on which a rainfall of Y mm or more has been recorded for the calendar month. Rainfall records and/or the derived values of <math>N_n</math> will be provided in the Specifications.</i></p> <p><i><math>R_n</math> = Average rainfall in mm for the calendar month, as derived from existing rainfall records. Rainfall records and/or the derived values of <math>R_n</math> will be provided in the Project Specifications.</i></p> <p><i>X = 20 unless otherwise provided in the Project Specifications</i></p> <p><i>Y = 10 unless otherwise provided in the Project Specifications</i></p> <p><i>The total extension of time shall be the algebraic sum of the monthly totals for the period under consideration. However, if the grand total is negative the time for completion shall not be reduced on account of abnormal rainfall. Extension of time for parts of a month shall be calculated by pro rata values of <math>N_n</math> and <math>R_n</math> being used.</i></p> <p><i>The factor <math>(N_w - N_n)</math> shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm and wet conditions prevented or disrupted work.</i></p> <p><i>The factor <math>\frac{(R_w - R_n)}{X}</math> shall be considered to represent a fair allowance for variations from the allowance for variations from the average number of days when wet conditions further to that allowed for the factor <math>(N_w - N_n)</math>, prevented or disrupted work during the calendar month.</i></p> <p><i>Accurate rain gauging shall be taken at a suitable point on Site and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with.</i></p> <p><i>This formula does not take into account further on concurrent delays which could be caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (42.5 Critical Plath Provision) hereof.</i></p> <p><u><i>Method 2: Expected delay method</i></u></p> <p><i>The Contractor shall make provision in his programme for the execution of the Works, for an expected delay of "n" normal working days (based on a working week of five normal working days) due to normal rainfall, for which he will not receive any extension of time.</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>Unless otherwise provided in the Project Specifications, the value of "n" shall be taken as equal to the tendered time for completion of the Works in months, rounded off to an integer.</i></p> <p><i>Extension of time during normal working days will be granted to the degree to which actual delays as determined in accordance with Sub-Clause (42.5 Critical Path Provision) hereof, exceed the number of "n" normal working days.</i></p> <p><i>The value of "n" does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (42.5 Critical Path Provision) hereof.</i></p>
6.1	<p><b>Add</b> the following new sub-clause:</p> <p>6.1.2 <i>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way of his obligations either in contract or in delict.</i></p> <p><b>Add</b> the following new sub-clause</p> <p>6.1.3 <i>The Contractor shall be paid at Pretoria in the currency of the Republic of South Africa only at the Office of the Chief Financial Officer of the CITY OF TSHWANE, unless otherwise stated in the Data provided by Employer.</i></p>
8.6	<p><b>Replace</b> clause 8.6 with the following:</p> <p><b>8.6 Insurances</b></p> <p>8.6.1 <i>Without limiting the Contractor's/Sub-contractor's obligation in terms of the Contract, the Employer will effect and maintain for the duration of the Contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurances in the name of the Contractor (including all Subcontractors whether nominated or otherwise):</i></p> <p>8.6.2 <i>The Employer's insurer will indemnify the Contractor/Sub-contractor against physical loss of or damage to any part of the Property Insured not exceeding the maximum contract value or the final contract value estimated at inception including free issue materials were applicable as stated in the Contract Data:</i></p> <ol style="list-style-type: none"> <li>a. <i>Whilst in transit including loading and unloading whilst temporarily stored at any premises en route to or from the Contract Site within the Territorial Limits;</i></li> <li>b. <i>From the time of unloading, dismantling or preparation at the Contract Site and thereafter until the Property Insured has been officially accepted by the Employer and becomes his responsibility by means of a notice of completion certificate or similar evidence of legal transfer of risk;</i></li> <li>c. <i>During the contractual defects liability or Maintenance Period which shall not exceed the period reflected in the Schedule but only so far as the Contractors and/or Sub-Contractors may be liable for such loss or damage under the defects liability or maintenance condition/s of the Insured Contract;</i></li> <li>d. <i>Removal of debris;</i></li> </ol>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p>e. <i>Surrounding property</i></p> <p>f. <i>Work away;</i></p> <p>g. <i>Off site storage</i></p> <p>h. <i>Temporary repairs;</i></p> <p>i. <i>Contribution clause – marine;</i></p> <p>j. <i>Escalation during Contract Period;</i></p> <p>k. <i>Post loss escalation;</i></p> <p>l. <i>Automatic reinstatement;</i></p> <p>m. <i>Principals maintenance;</i></p> <p>n. <i>Property taken over;</i></p> <p>o. <i>Beneficial occupation;</i></p> <p>p. <i>Escalation due to currency fluctuation;</i></p> <p>q. <i>Manufacturers guarantees</i></p> <p>8.6.3 <i>The Employer’s insurer will indemnify the Contractor/Sub-contractor against all sums for which the Contractor/Sub-contractor shall become legally liable towards third party claimants to pay for and in consequence of:</i></p> <p>a. <i>Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Subcontractor);</i></p> <p>b. <i>Accidental physical loss or damage to tangible property occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule. The minimum limit of indemnity for any one event is R10-million in respect of contracts with a contract value of up to R50-million (excluding VAT).</i></p> <p>8.7 <i>Insurance premium payable</i></p> <p><i>The Employer will pay the insurance premium for the works damage and public liability insurance cover. The insurance premium will be calculated based on the approved budget per financial year and the insurance premium will be charged out to the relevant departments by the Section: Insurance and Risk Management.</i></p> <p>8.8 <i>Additional insurance by the Employer</i></p> <p><i>The Employer shall be free to effect at his own cost any additional insurance, which he deems necessary in own interest to cover loss or damage not insured in terms of the insurance policies of Sub-Clause 8.6.1.1 of this Clause.</i></p> <p>8.9 <i>Additional insurance by the Contractor / Subcontractor</i></p> <p><i>The Contractor and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the Contractor/Subcontractor deem necessary to cover damage, loss or injury not insured in terms of the insurance effected by the Employer’s insurer. The cost of the additional insurance will be for the account of the Contractor/Subcontractor.</i></p> <p>8.10 <i>Contractor satisfied with insurance</i></p> <p><i>The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover affected by the Employer.</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p>8.11 <i>Contractor to observe conditions</i></p> <p><i>The Contractor shall give all notices and observe all conditions and requirements imposed by the relevant insurance policies, which shall be binding on the Contractor.</i></p> <p>8.12 <i>Contractor to insure</i></p> <p><i>The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurance policies at an insurance company within 14 (fourteen) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Project Manager, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</i></p> <ul style="list-style-type: none"> <li>a. <i>All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i></li> <li>b. <i>Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R10-million per claim with the number of claims unlimited.</i></li> <li>c. <i>SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i></li> <li>d. <i>In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Subcontractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles.</i></li> <li>e. <i>Proof must also be submitted that the Contractor complies with the conditions of the following legislation:</i> <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> </li> </ul> <p>8.13 <i>The Employer's Agent involved must furnish the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management.</i></p> <p>8.14 <i>Reporting of incidents</i></p> <p><i>In the event of an occurrence, which is likely to give rise to a claim under the insurance policy affected by the Employer, the Contractor / Subcontractors and Project Manager will adhere to the following procedures:</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p>a. <i>In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer's Agent of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.</i></p> <p>b. <i>The Employer's Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Employer's Agent more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Director motivating the reason(s) for the late reporting of the incident, but the Project Manager must take note the Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting.</i></p> <p>c. <i>The following documentation must be included with the claim documentation:</i></p> <ul style="list-style-type: none"> <li>- <i>Photos of damages caused or suffered as proof or substantiation of the claims.</i></li> </ul> <p>d. <i>In the event of Insured Property being damaged during the Contract Works beyond economical repair, the property must be safeguarded and be handed over to the Employer's insurer for salvage.</i></p> <p>e. <i>The Section: Insurance and Risk Management will inform the Employer's insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer, the Employer's Agent, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</i></p> <p><b>8.15 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> <p>a. <i>In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer's Agent Manager of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.</i></p> <p>b. <i>The Employer's Agent must notify the Section: Insurance and Risk Management on the same day that the Contractor/Subcontractor has notified the Project Manager of the incident.</i></p> <p>c. <i>The Section: Insurance and Risk Management will notify the Employer's insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer, the Employer's Agent, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</i></p> <p>d. <i>The Employer's Agent will be responsible to complete and submit the relevant claim documentation for each incident</i></p>

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

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

### C1.2.2 CONTRACT SPECIFIC DATA

The following contract-specific data, referring to the General Conditions of Contract, GCC 2015 are applicable to this Contract :

Clause	Data		
1.1.1.13	The Defects Liability Period is 365 Days		
1.1.1.14	The time for achieving Practical Completion is <b>6 Months</b>		
1.1.1.15	The name of the Employer is City of Tshwane, represented by the Divisional Head Human Settlements Division, and / or any other person or persons duly authorised thereto by the Employer in writing.		
1.1.1.16	The name of the Employer's Agent is:  <b>Group Head Human Settlements</b>		
1.1.1.26	<i>The pricing strategy of a re-measurement Contract shall apply</i>		
1.2.1.2	<table border="0"> <tr> <td style="vertical-align: top;"> <p>The address of the Employer is:</p> <p>Physical address:  Human Settlements Division  2<sup>nd</sup> floor Tshwane House  320 Madiba Street  Pretoria  0002</p> <p>e-mail address: witnessm@tshwane.gov.za</p> </td> <td style="vertical-align: top; padding-left: 20px;"> <p>Postal address:  P O Box 440  PRETORIA  0001</p> <p>Contact numbers:  Telephone: 012 358 3976  Fax: 012 358 1112</p> </td> </tr> </table>	<p>The address of the Employer is:</p> <p>Physical address:  Human Settlements Division  2<sup>nd</sup> floor Tshwane House  320 Madiba Street  Pretoria  0002</p> <p>e-mail address: witnessm@tshwane.gov.za</p>	<p>Postal address:  P O Box 440  PRETORIA  0001</p> <p>Contact numbers:  Telephone: 012 358 3976  Fax: 012 358 1112</p>
<p>The address of the Employer is:</p> <p>Physical address:  Human Settlements Division  2<sup>nd</sup> floor Tshwane House  320 Madiba Street  Pretoria  0002</p> <p>e-mail address: witnessm@tshwane.gov.za</p>	<p>Postal address:  P O Box 440  PRETORIA  0001</p> <p>Contact numbers:  Telephone: 012 358 3976  Fax: 012 358 1112</p>		
3.2.3	The Employer's Agent is required in terms of his appointment by the Employer to obtain the specific approval of the Employer for any variations to the Scope of Work which may increase the contract sum.		
5.3.1	<p>The documentation required before commencement with Works execution are :</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan including COVID-19 Plan (Refer to Clause 4.3)</li> <li>• A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3) use latest 2014.</li> <li>• Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 (Refer to Clause 4.3).</li> <li>• Initial programme (Refer to Clause 5.6)</li> <li>• Security (Refer to Clause 6.2)</li> <li>• Insurance (Refer to Clause 8.6)</li> </ul>		
5.3.2	The time to submit the documentation required before commencement with Works execution is <b>21 days.</b>		

5.4.2.1	The road widening and construction of three (3x) intersections along Road D670 is in a residential area therefore working areas needs to be barricaded and signs erected to limit access to the construction working areas.
5.5.1	The estimated construction period is <b>6 months</b> based on the Employer's estimates.
5.8.1	<p>The non-working days are Saturdays and Sundays</p> <p>The special non-working Days are:</p> <p style="padding-left: 40px;">Statutory public holidays; and</p> <p style="padding-left: 40px;">All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors, and which commence before the Completion Date.</p>
5.13.1	The penalty for failing to complete the Works is <b>R 10 000.00</b> per day.
5.16.3	The latent defect period is <b>10 years</b> , commencing on the day after the date of certification of Practical Completion
6.2.1	<p>The form of Security for this Contract will be a Performance Guarantee.</p> <p>This Performance Guarantee is to be <b>10% of the Contract Value</b>.</p>
6.5.1.2.3	The percentage allowance to cover overhead charges is <b>10 per cent</b> .
6.8.2	<p>The values of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The values of the coefficients are:</p> <p style="padding-left: 40px;">a = 0.20</p> <p style="padding-left: 40px;">b = 0.40</p> <p style="padding-left: 40px;">c = 0.25</p> <p style="padding-left: 40px;">d = 0.15</p>
	<p>The site or largest part thereof shall be deemed to be located in the national province of Gauteng</p> <p>The applicable industry for the Producer Price index for materials is Building and Construction Civil Engineering.</p> <p>The area for the Producer Price Index for fuel is Witwatersrand.</p> <p>The base month is the month before the month in which the tenders close.</p>
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of ownership is required.
6.10.3	The percentage retention money is 10 % of the Certificate Value.

6.10.3	The limit of retention money is 5% of the Contract Sum.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 100 000,00.
8.6.1.3	The limit of indemnity for liability insurance is R 1 000 000,00 for any single claim. The number of claims during the construction and Defects Liability Periods shall be unlimited.
10.5.3	The number of Adjudication Committee to be appointed is one.
10.7.1	The determination of disputes shall be by arbitration

### C1.2.3 Additional clauses to the General Conditions of Contract (2015) applicable to this contract

Clause	Data
<p>1.1</p> <p>1.1.1.35</p> <p>1.1.1.36</p> <p>1.1.1.37</p>	<p><b>Definitions</b></p> <p><i>Add the following at the end of Sub-Clause 1.1.1:</i></p> <p>“Client”, as used in the Occupational Health and Safety Act - Construction Regulations 2014, means Employer.</p> <p>“Principal Contractor”, as used in the Occupational Health and Safety Act - Construction Regulations 2014, means Contractor.</p> <p>“Designer”, as used in the Occupational Health and Safety Act - Construction Regulations 2014, means Engineer.</p>
<p>4.12</p> <p>4.12.4</p>	<p><b>Contractor’s superintendence</b></p> <p><i>Add the following at the end of Sub-Clause 4.12:</i></p> <p><b>Health &amp; Safety Officer</b></p> <p>“It is a requirement of this Contract that the Contractor provides a Health &amp; Safety Officer (HSO) on the project. The duties and qualifications of the HSO are described in the Scope of Work (Part C3.7). The CV and credentials shall be submitted for approval by the Employer’s Health &amp; Safety agent.</p> <p>Failure by the Contractor to provide a suitable HSO shall be deemed to be a reason justifying termination by the Employer under Sub-Clause 9.2.1, with specific reference to Clause 9.2.1.3.5.”</p>
<p>6.2</p> <p>6.2.4</p>	<p><b>Security</b></p> <p><i>Add the following at the end of Sub-Clause 6.2:</i></p> <p>“The Guarantee shall have the same wording as the document included as C1.4 under this Part C.1 of the document.</p> <p>The amount of the Guarantee is to be 10% of the Contract Price.</p> <p>The Guarantee is to be delivered within 14 Days after the signing of the Form of Offer and Acceptance. Failure by the Contractor to provide a suitable Guarantee within this timeframe shall be deemed to be a reason justifying termination by the Employer under Sub-Clause 9.2.1, with specific reference to Clause 9.2.1.3.5.”</p>

<b>Clause</b>	<b>Data</b>
8.6	<p data-bbox="386 293 531 322"><b>Insurances</b></p> <p data-bbox="386 340 1054 369"><b><u>Replace</u></b> Clause <b>8.6.</b> with the following new Clause <b>8.6.</b>:</p> <p data-bbox="386 436 1485 600">8.6.1 Without limiting the Contractor's/Sub-contractor's obligation in terms of the Contract, the Employer will effect and maintain for the duration of the Contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurances in the name of the Contractor (including all Subcontractors whether nominated or otherwise):</p> <p data-bbox="386 667 1485 792">8.6.1.1 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:</p> <ul data-bbox="496 813 1485 1827" style="list-style-type: none"><li>a) Whilst in transit including loading and unloading whilst temporarily stored at any premises en route to or from the Contract Site within the Territorial Limits.</li><li>a) 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.</li><li>b) 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.</li><li>c) Removal of debris;</li><li>d) Surrounding property;</li><li>e) Work Away;</li><li>f) Off Site Storage;</li><li>g) Temporary repairs;</li><li>h) Contribution Clause – Marine;</li><li>i) Escalation during Contract Period;</li><li>j) Post Loss Escalation;</li><li>k) Automatic Reinstatement;</li><li>l) Principals Maintenance;</li><li>m) Property taken over;</li><li>n) Beneficial Occupation;</li><li>o) Escalation due to Currency fluctuation;</li><li>p) Manufacturers Guarantees</li></ul>

Clause	Data
11 11.1	<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/Sub-contractor);</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 <b><u>Insurance Premium payable</u></b> 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 <b><u>Additional insurance by the Employer</u></b> 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 1 of this Clause.</p> <p>8.6.4 <b><u>Additional insurance by Contractor/Sub-contractor</u></b> The Contractor and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the Contractor/Sub-contractor 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/Sub-contractor.</p> <p>8.6.5 <b><u>Contractor satisfied with insurance</u></b> 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.</p> <p>8.6.6 <b><u>Contractor to observe conditions</u></b> 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.</p> <p>8.6.7 <b><u>Contractor to Insure</u></b> The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurance policies at an insurance company within 14 (fourteen) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Project Manager, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</p>

- 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.
- 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.
- 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.
- 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.
- e) Proof must also be submitted that the Contractor complies with the conditions of the following legislation:
  - i. Compensation for Occupational Injuries and diseases, 1993.
  - ii. Unemployment Insurance Act, 1996.
  - iii. 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.
- f) The Project Manager involved must furnish the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management.
- g) In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Project Manager of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.
- h) The Project Manager will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident, but the Project Manager must take note the Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting.
- i) The following documentation must be included with the claim documentation:
  - a. Photos of damages caused or suffered as proof or substantiation of the claims.
- j) 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.

<b>Clause</b>	<b>Data</b>
	<p data-bbox="391 293 1485 427"><b>k)</b> 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 Project Manager, the Employer’s insurers and/or representatives for the purpose of assessment of any loss or damage.</p> <p data-bbox="391 477 959 506"><b>8.6.8     <u>Reporting of catastrophic incidents</u></b></p> <p data-bbox="504 555 1485 683">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 Project Manager will adhere to the following procedures:</p> <ul data-bbox="504 701 1485 1570" style="list-style-type: none"><li data-bbox="504 701 1485 831">a) In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Project Manager of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.</li><li data-bbox="504 880 1485 976">b) The Project Manager must notify the Section: Insurance and Risk Management on the same day that the Contractor/Sub-contractor has notified the Project Manager of the incident.</li><li data-bbox="504 1025 1485 1193">c) The Section: Insurance and Risk Management will notify the Employer’s insurer of the incident. The Contractor/Sub-contractor shall afford all reasonable access to the Site to the Employer, the Project Manager, the Employer’s insurers and/or representatives for the purpose of assessment of any loss or damage</li><li data-bbox="504 1243 1485 1570">d) The Project Manager will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.</li></ul> <p data-bbox="391 1588 967 1617"><b>8.6.9     <u>Reporting of crime related incidents</u></b></p> <p data-bbox="504 1657 1485 1854">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.</p>

<b>Clause</b>	<b>Data</b>
	<p data-bbox="389 293 778 322">8.6.10 <b><u>Claim documentation</u></b></p> <p data-bbox="504 342 1485 470">The Project Manager 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.</p> <p data-bbox="504 492 1485 553">The Project Manager must submit with the Contractor Claim Form a detailed cost sheet indicating the estimate of the loss or damage.</p> <p data-bbox="504 573 1485 633">Any misrepresentation, mis-description or non-disclosure of material facts, at the option of the insurers, can result in claims submitted being declared null and void</p> <p data-bbox="389 654 868 683">8.6.11 <b><u>Authorization of claim forms</u></b></p> <p data-bbox="504 703 1485 1030">It is imperative that a formally delegated official or his nominee of the Employer should authorize the Contractor Claim forms as proof of the appropriate authorization, verification and approval of claims submitted. The Strategic Executive Officer 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.</p> <p data-bbox="389 1050 884 1079">8.6.12 <b><u>Contractor to pay deductibles</u></b></p> <p data-bbox="504 1099 1485 1256">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.</p> <p data-bbox="389 1276 766 1305">8.6.13 <b><u>Settlement of claims</u></b></p> <p data-bbox="504 1326 1485 1453">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.</p> <p data-bbox="504 1473 1485 1568">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.</p> <p data-bbox="504 1588 1485 1785">Should action for the settlement of any such claim to the satisfaction of the Project Manager 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.</p> <p data-bbox="504 1805 1485 1865">The foregoing provisions of this Sub-Clause shall apply mutatis mutandis to any such claim received by the Contractor directly</p>

<b>Clause</b>	<b>Data</b>
	<p>Add the following Clause :</p> <p><b>Pricing of Standing Time</b></p> <p>The Contractor shall price the standing time items included in the Pricing Data and set out all labour and equipment he proposes to use in the execution of the Contract and their respective daily rates in a Schedule attached to the Bill of Quantity of this tender.</p> <p>These rates shall only be subject to escalation if the Contract is subject to escalation, failing which they will be fixed for the duration of the Contract including any extension of time that may be granted in accordance with the provisions of the Contract.</p> <p>Contractor's Plant :</p> <p>The standing time rates shall be the total cost to the Employer in respect of any standing time incurred by the Contractor and shall include for all Contractor's profits, overheads, transport to site, establishment on site, removal from site, supervision, hire rates, fuel, oil, maintenance and servicing, associated items such as slings, jackets, etc. test certificates, operator costs (including overtime and Sunday time), accommodation, travelling, subsistence and other costs relative to the employment by the Contractor of the personnel.</p> <p>Contractor's Labour :</p> <p>The standing time rates shall be the total cost to the Employer in respect of standing time of labour and shall include for all Contractor's profits, overheads, establishments, supervision, wages, accommodation, travelling, subsistence and other costs relative to the employment by the Contractor of the categories of labour detailed, and for hand and small tools such as cutting and welding torches, angles grinders, drilling machines, etc. and consumables normal to the trade or labour category.</p>
11.2	<p>Where the Contractor has not inserted rates for specific labour or plant, that could have reasonably have been foreseen at tender stage, the Employer's Agent – in agreement with the employer shall have the sole discretion, in the event of such foreseeable labour and plant becoming necessary, to set a rate that is in his opinion the most appropriate for such labour or tradesmen.</p> <p>No additional Preliminary and General costs shall be paid for standing time as these costs shall be deemed to be covered for in the rates and prices for Preliminary and General items. If the contract duration is extended, then the Preliminary and General charges shall be adjusted accordingly as stated in the General Condition of Contract only if the motivation is approved by the client.</p>
11.3	<p>The payment of any standing time by the Employer shall be subject to the Contractor demonstrating that it has a valid claim in terms of Clause 10.1 'Contractor's claim'.</p>

## C1.2.4 DATA PROVIDED BY THE CONTRACTOR

*The Contractor is advised to read the General Conditions of Contract, as specified in Part 1, in order to understand the implications of this Data which is required to be completed.*

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

Clause	Data
1.1.1.9	The Name of the Contractor is: .....
1.2.1.2	The address of the Contractor is:  Physical address: ..... ..... ..... ..... ..... Postal address: ..... ..... ..... ..... ..... e-mail address: ..... Contact numbers: Corporate: ..... Direct: ..... Mobile: ..... Fax: .....

## C1.3 FORM OF GUARANTEE

WHEREAS

### THE CITY OF TSHWANE

(hereinafter referred to as the "Council"),

enters into a Contract (No. .... ) with

.....  
(hereinafter referred to as the "Contractor")

for .....

**AND WHEREAS** in terms of the General Conditions of the Contract the Contractor is required to furnish an acceptable independent guarantee for the due and proper fulfilment by him of all his duties and obligations in terms of the said contract.

**NOW THEREFORE** we the undersigned .....

..... [full names of authorized agent(s)]

and acting in my/our capacity as .....

and .....

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

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

R ..... ( ..... )

..... )

for the due and proper fulfilment by the Contractor of all or any of his duties and obligations in terms of the said Contract. This guarantee shall not be interpreted as accessory to the contract between Council and the Contractor.

The Guarantor further undertakes, in the event of the Contractor failing duly and properly to fulfil any of his duties and obligations in terms of the said Contract or if the Contractor is placed under provisional liquidation or in the event of termination of the Contract by the Council in terms of the General Conditions of Contract, to pay to the Council, the said sum of

R ..... or .....

.....  
such portion thereof as may be required by the Council, immediately upon receiving written demand from the Council which written demand shall be addressed to the Guarantor at

(*domicilium* address).

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

- Exceptio non numerate pecuniae*
- Exception non causa debiti*
- Beneficium duobus vel pluribus reis debendi*
- Beneficium ordinis deu excussionis*
- Beneficium Divisionis*

and all other defence which could be pleaded against the validity of this guarantee, with the meaning and effect of which it declares itself to be fully acquainted.

This undertaking shall remain in full force and effect up to and including the date of issue of the Certificate of Completion, as provided for in the General Conditions of Contract, unless the Guarantor is advised in writing by the Council of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated. Notwithstanding the aforesaid, the Council may at its' sole discretion elect to have the amount provided for under this guarantee, paid out directly to it in the case of breach of contract by the Contractor by giving the Guarantor written notice to that effect, notwithstanding the fact that the Council may decide not to institute any further legal action against the contractor.

This document is not negotiable or transferable.

NAME(s): (BLOCK LETTERS)	.....	.....			
CAPACITY of authorized agents:	.....	.....			
SIGNATURE(s) of authorized agents:	.....	.....			
SIGNED at	.....	on this	.....	day of	.....
WITNESSE(s): (Full name – in block letters – and signature)					
1.	.....	.....	.....	.....	.....
2.	.....	.....	.....	.....	.....

## **ANNEXURE A**

### **LIST OF INSTITUTIONS FROM WHO CONTRACT/DEPOSIT GUARANTEES CAN BE ACCEPTED.**

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

## C1.4 GUARANTEE (CASH DEPOSIT)

Contract No.: .....

Employer: **CITY OF TSHWANE**

Contractor: .....

Description of Contract: .....

I/We, the undersigned, .....  
(Contractor)

deposit herewith cash "a bank certified cheque", in the amount of .....  
.....  
.....,

as surety for the due performance of the Contract by the abovementioned Contractor, and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of non-performance of the Contract by the Contractor, renouncing all benefits from the legal exceptions *ordinis seu excussions et divisions* no value received and all other exceptions which might or could be pleaded against the surrender of this deposit.

The deposit shall be returned to the Contractor on the issue of the Completion Certificate in terms of the Contract, unless the Contractor is advised in writing by the Employer before issue of the said Certificate of his intention to institute claims and the particulars thereof, in which event this deposit shall remain in force until all such claims are paid or settled.

FOR AND ON BEHALF OF	(Contractor)	
.....	.....	
NAME(s): (BLOCK LETTERS)	.....	
CAPACITY of authorized agents:	.....	
SIGNATURE(s) of authorized agents:	.....	
SIGNED at	on this	day of
.....	.....	.....
WITNESS(s): (Full name – BLOCK LETTERS – and signature)		
1.	.....	.....
2.	.....	.....

---

## C1.5: HEALTH AND SAFETY AGREEMENT

### ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL SAFETY ACT, 1993 BETWEEN

#### THE 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 .....

..... Contract number .....

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

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

CAPACITY of authorized agents: .....

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

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

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

1. ....

2. ....

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

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

CAPACITY of authorized agents: .....

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

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

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

1. ....

2. ....

Contract: HHS 01 2023/24 Tender for the appointment of a Contractor for Site Clearance of the area at Pienaarspoort Ext. 15, 22, 23 and 25 for a period of 6 months.

Pricing Data

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CITY OF TSHWANE  
HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: HHS 01- 2023/24

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR SITE CLEARANCE OF THE AREA AT PIENAARSPOORT EXT. 15, 22, 23 AND 25 FOR A PERIOD OF 6 months.**

**PORTION 2: CONTRACT**

**PART C2 PRICING DATA**

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# PRICING DATA

## INDEX

<b>Section</b>	<b>Description</b>	<b>Page No</b>
<b>C2.1</b>	<b>PRICING INSTRUCTIONS .....</b>	<b>C2.1</b>
<b>C2.2</b>	<b>BILL OF QUANTITIES .....</b>	<b>C2.2</b>

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CITY OF TSHWANE  
HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: HHS 01-2023/24

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR SITE  
CLEARANCE OF THE AREA AT PIENAARSPORT EXT. 15, 22, 23 AND 25 FOR  
A PERIOD OF 6 months.**

## **C2.1 PRICING INSTRUCTIONS**

## **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 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 Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letter LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
- 2.5 Payment for items which are designated to be constructed labour-intensive (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
- 2.6 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 2.7 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 may be directed by the Employer Representative 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.
- 2.8 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 meter pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m <sup>3</sup>	=	cubic metre	MN.m	=	meganewton-metre
m <sup>3</sup> .km	=	cubic metre-kilometre	PC sum	=	Prime Cost sum
l	=	litre	P/sum	=	Provisional sum
kl	=	kilolitre	%	=	Per cent
MPa	=	megaspascal	kW	=	kilowatt
PS	=	Pipe Special number	V	=	Valve number

### **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.

3.4 The Tenderer shall not group together a number of items and tender one rate for such group of items.

3.5 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.

3.6 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.

3.7 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.

#### **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.

CITY OF TSHWANE  
HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: HHS 01-2023/24

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR SITE  
CLEARANCE OF THE AREA AT PIENAARSPORT EXT. 15, 22, 23 AND 25 FOR  
A PERIOD OF 6 months.**

## **C2.2 BILL OF QUANTITIES AND PRICING SCHEDULE**

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

DATE : .....

**PARTICULARS OF PERSON AUTHORISED TO SIGN THE TENDER:**

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

Tel no: \_\_\_\_\_

ID no: \_\_\_\_\_

**BANK PARTICULARS:**

Account holder: \_\_\_\_\_

Account no: \_\_\_\_\_

Bank: \_\_\_\_\_

Branch code: \_\_\_\_\_

I hereby authorise the City of Tshwane to obtain a bank code with respect to the abovementioned bank account through ABSA Bank as intermediary.

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

TENDERER: \_\_\_\_\_

**Site Clearance of the area at Pienaarspoort Ext. 15, 22, 23 and 25 for a period of 6 months**

SECTION 001

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1</b>		<b>GENERAL REQUIREMENTS AND CHARGES</b>				
1.1	001.01	<b>Preliminary and general charges</b>				
1.11	001.01.01	Fixed charges	Lump Sum	1		
1.12	B001.01.02	Time-related charges	Month	6		
<b>1.4</b>	<b>001.04</b>	<b>Compliance with the Occupational Health and Safety Act and applicable regulations</b>				
1.4.1	B001.04.01	Provision of Health and Safety plan	Lump Sum	1		
1.4.2	001.04.02	Provision of Health and Safety file	Lump Sum	1		
1.4.3	001.04.03	Provision of Health and Safety medical tests & surveillance	Lump Sum	1		
1.4.4	001.04.04	Provision of a safety officer( Full-time)	Lump Sum	1		
1.4.5	001.04.05	Health and Safety training	Lump Sum	1		
1.4.6	B001.04.06	Provision of personal protective clothing and equipment	Lump Sum	1		
1.4.7	001.04.07	Provision of safety fences, signs and barricades	Lump Sum	1		
<b>1.5</b>	<b>B001.06</b>	<b>Community liaison officer</b>				
1.5.1	B001.06.01	Compensation for Community liaison officer In accordance with City of Tshwane Task Level 5	PC Sum	1	R 250 000,00	R 250 000,00
1.5.2	B001.06.02	Overheads, charges & profits on item B001.05.01	%			-
<b>1.6</b>	<b>B001.07</b>	<b>Compliance with Environment Management Plan</b>				
			Month	6		
<b>1,12</b>	<b>B001.08</b>	<b>Appointment of Local Security Company</b>				
		Safe guarding of illegal mining activities	PC Sum	1	R 100 000,00	R 100 000,00
	<b>B001.08.01</b>	Overheads, charges & profits on item B001.08	%			-
<b>TOTAL CARRIED FORWARD</b>						
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

**Site Clearance of the area at Pienaarspoort Ext. 15, 22, 23 and 25 for a period of 6 months**

**SECTION 101**

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>3</b>	<b>101</b>	<b>SITE CLEARING AND GRUBBING</b>				
	101.01	<b>Clearing and grubbing</b>				
<b>3.1</b>	101.01.01	<b>Pienaarspoort ext 15 and 25</b>	ha	111		
<b>3.2</b>	101.02	<b>Cutting and removing large trees with a girth:</b>				
3.2.1	101.02.01 (LI)	Exceeding 1m and up to and including 2m	No	146		
3.2.2	101.02.02 (LI)	Exceeding 2m and up to and including 3m	No	115		
<b>3.3</b>	101.03	<b>Grubbing and the removal of the stumps and roots of large trees with a girth:</b>				
3.3.1	101.03.01 (LI)	Exceeding 1m and up to and including 2m	No	146		
3.3.2	101.03.02 (LI)	Exceeding 2m and up to and including 3m	No	115		
<b>3.4</b>	101.05	<b>Removal and Disposal of specific elements</b>				
	101.05.02	Concrete or brick elements (reinforced or unreinforced)				
3.4.2	101.05.02.01 (LI)	Concrete or brick elements (reinforced or unreinforced)	m <sup>3</sup>	1 547		
3.5	101.01.01	<b>Pienaarspoort ext 22 and 23</b>	ha	101		
<b>3.5.1</b>	101.02	<b>Cutting and removing large trees with a girth:</b>				
3.5.1.1	101.02.01 (LI)	Exceeding 1m and up to and including 2m	No	355		
3.5.1.2	101.02.02 (LI)	Exceeding 2m and up to and including 3m	No	237		
<b>3.5.2</b>	101.03	<b>Grubbing and the removal of the stumps and roots of large trees with a girth:</b>				
3.5.2.1	101.03.01 (LI)	Exceeding 1m and up to and including 2m	No	355		
3.5.2.2	101.03.02 (LI)	Exceeding 2m and up to and including 3m	No	237		
<b>3.5.3</b>	101.05	<b>Demolision, Removal and Disposal of specific elements</b>				
3.5.3.1	101.05.02	Demolision of existing structures	m <sup>3</sup>	2 418		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						<b>R -</b>

**Site Clearance of the area at Pienaarspoort Ext. 15, 22, 23 and 25 for a period of 6 months**

**SECTION 102**

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>4</b>	<b>102</b>	<b>ACCOMMODATION OF TRAFFIC</b>				
<b>4.1</b>	<b>102.14</b>	<b>Maintenance of gravel bypass</b>				
4.1.1	102.14.1	Maintenance of gravel bypass	Lump Sum	1		
4.1.1	102.14.2	Dust control				
		Water truck	Litres	250 000		
<b>4.2</b>	<b>102.14</b>	<b>Temporary traffic-control facilities</b>				
4.2.1	102.14.01	Flagmen	Man-Days	500		
4.2.2	102.14.02	Portable STOP and GO-Ry signs	No	6		
4.2.3	102.14.03 (LI)	Road signs, TR-series, 1200mm in diameter or 900mm x 675mm if rectangular	No	18		
4.2.4	102.14.05 (LI)	Road signs, TW-series, 1524 mm sides	No	12		
4.2.5	102.14.07	Danger plates and delineators	No	30		
4.2.6	102.14.08	Movable barricades (chevron and ROAD CLOSED types)	No	12		
4.2.7	102.14.09	Traffic cones	L/Sum	1		
4.2.8	102.14.10	Plastic New Jersey Barrier	No	50		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						<b>R -</b>

Site Clearance of the area at Pienaarspoort Ext. 15, 22, 23 and 25 for a period of 6 months

**SECTION 203**

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>5</b>	<b>203</b>	<b>MASS EARTHWORKS</b>				
5.1	<b>203.11</b>	<u>Finishing off slopes</u>				
5.1.1	203.11.02	Fill slopes Pienaarspoort ext 22 and ext 23	m <sup>2</sup>	59 885		
5.1.2	203.11.02	Fill slopes Pienaarspoort ext 15 and ext 25	m <sup>2</sup>	74 962		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						<b>R -</b>

**Site Clearance of the area at Pienaarspoort Ext. 15, 22, 23 and 25 for a period of 6 months**

SECTION	DESCRIPTION	AMOUNT (PER SECTION)
SECTION 001	GENERAL REQUIREMENTS AND CHARGES	R -
SECTION 101	SITE CLEARING AND GRUBBING	R -
SECTION 102	ACCOMMODATION OF TRAFFIC	R -
SECTION 203	MASS EARTHWORKS	R -
<b>A</b>	<b>SUB-TOTAL - CONSTRUCTION</b>	R -
B	CONTINGENCIES (10%)	R -
<b>C</b>	<b>SUB-TOTAL - INCL. CONTINGENCIES (A + B)</b>	R -
D	CPA at 10%	R -
<b>E</b>	<b>SUB-TOTAL</b>	R -
F	VAT (15%) OF ( C)	
<b>F</b>	<b>GRAND TOTAL FOR CONSTRUCTION</b>	R -

Contract: HHS 01 2023/24 Tender for the appointment of a Contractor for Site Clearance of the area at Pienaarspoort Ext. 15, 22, 23 and 25 for a period of 6 months.  
Part C3: Scope of Work  
Index

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CITY OF TSHWANE  
HUMAN SETTLEMENTS

CONTRACT NO: HHS 01 - 2023/24

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR SITE CLEARANCE OF THE AREA AT PIENAARSPOORT EXT. 15, 22, 23 AND 25 FOR A PERIOD OF 6 MONTHS.

## **PORTION 2: CONTRACT**

### **PART C3: SCOPE OF WORK**

SCOPE OF WORK

INDEX

<b>Section</b>	<b>Description</b>	<b>Page No</b>
	<b>DESCRIPTION OF THE WORKS .....</b>	<b>C3.1</b>
	<b>ENGINEERING .....</b>	<b>C3.2</b>
	<b>PROCUREMENT .....</b>	<b>C3.3</b>
	<b>CONSTRUCTION .....</b>	<b>C3.4</b>
	<b>MANAGEMENT .....</b>	<b>C3.5</b>
	<b>PARTICULAR SPECIFICATIONS AND VARIATIONS AND ADDITIONS TO THE STANDARD SPECIFICATIONS .....</b>	<b>C3.6</b>
	<b>SOCIO-ECONOMIC PLAN AND COMMUNITY PARTICIPATION AND UPLIFTMENT THROUGH PROJECTS .....</b>	<b>C3.7</b>
	<b>REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS: HEALTH AND SAFETY SPECIFICATION .....</b>	<b>C3.8</b>
	<b>REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE ENVIRONMENTAL MANAGEMENT PLAN .....</b>	<b>C3.9</b>

Contract: HHS 01 2023/24 Tender for the appointment of a Contractor for Site Clearance of the area at Pienaarspoort Ext. 15, 22, 23 and 25 for a period of 6 months.

Part C3: Scope of Work

Section: C3.1: Description of the Works

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CITY OF TSHWANE  
HUMAN SETTLEMENTS

CONTRACT NO: HHS 2023/24

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR SITE CLEARANCE OF THE AREA AT PIENAARSPOORT EXT. 15, 22, 23 AND 25 FOR A PERIOD OF 6 MONTHS.

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

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

### **3.1.2 Employers objectives**

The Strategic pillars to be addressed are.

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

### **3.1.3 Overview of the Works**

In accordance to various Local, Provincial and National Government strategies, the Pienaarspoort townships need to be formalised in order to provide for permanent infrastructure services and title deeds as was requested by the Community. In order for this to happen, the site should be cleared, rehabilitated and prepared for the relocation of beneficiaries.

The Human Settlements Department of the City of Tshwane Metropolitan Municipality requires the services of appointed contractor to undertake the clearance and slope filling of Pienaarspoort Extension 15, 22, 23 and 25.

### **3.1.4 Background**

The Human Settlements Department of the City of Tshwane requested the Gauteng Department of Human Settlements in February 2022 to assist them with the acquisition of land for the resettlement of flood victims in the Mamelodi area as well as other identified informal settlements located in Region 5 and 6.

Furthermore, the Gauteng Provincial Department: Roads and Transport, appointed a contractor for the construction of the K54 Provincial Road. However, illegal land invaders occupied the road reserve of the proposed K54 Provincial Road, and as such, the construction of the road could not be completed.

Given the above challenges and the urgency of the matter, the proposed Pienaarspoort Ext. 15, 16 (divided into Ext. 24 and 25), 22 and 23 were identified as the most suitable land (See Annexure A locality plan below). The decision was based on the facts that the proposed townships already cater for the intended property sizes that the Human Settlements Department of the City of Tshwane usually plans for, that feasibility studies for most of the proposed townships have been completed, that the Record of Decision's

(ROD's) has been issued for all the proposed townships by GDARD and that certain township establishment processes were near to completion.

The farm portions on which the proposed townships for Pienaarspoort Extension 15, 25, 22 & 23 are located were therefore acquired by the Gauteng Provincial Department with the intention to urgently relocate illegal occupiers within the road reserve of the K54 Provincial Road situated along the Pienaarspoort Mamelodi area as well as the affected Mamelodi Flood Victims.

Transfer of these properties took place into the name of the Gauteng Provincial Government during November 2022.

On 20 February 2023 the Gauteng Provincial Government issued Power of Attorneys to the City of Tshwane to continue with the Township Establishment processes on each of the townships.

However, during a recent site visit and subsequent investigations, the City became aware that the northern part and the southern part of the area to be utilized for the formalization of the abovementioned townships have degraded extensively over the past year due to illegal sand mining activities and other ground works that took place on site.

The identified Pienaarspoort site should be cleared and rehabilitated where necessary to enable the Human Settlements Department to proceed with the relocation of the flood victims in the Mamelodi area, informal settlement located within the K54 Provincial Road Reserve as well as registered beneficiaries in other identified informal settlements located in Region 5 and 6 within stands.

### **3.1.5 Extent of the Works**

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

The following construction activities are to be executed:

- Site clearance
- Site rehabilitated where applicable including the filling and the compaction of soil to enable the pegging of stands.
- Demolition of structures on site

#### **Pienaarspoort extension 15 and Pienaarspoort extension 25**

The proposed township will comprise of Pienaarspoort ext 15 measuring 101.28 hectares and Pienaarspoort ext 25 measuring 89 hectares. The site clearance scope for 111 hectares will include but not limited to:

- Grubbing and site clearance
- Cutting and removal of trees and shrubs
- demolition of existing structures on site

The scope will include slope filling and compaction of approximately 74 962 m<sup>3</sup> for Pienaarspoort ext 15 and Pienaarspoort ext 25.

### **Pienaarspoort extension 22 and Pienaarspoort extension 23**

The proposed township Pienaarspoort ext 22 measuring 98.47 hectares and Pienaarspoort ext 25 measuring 9.3 hectares. The site clearance scope for 111 hectares 101 hectares will include but not limited to:

- Grubbing and site clearance
- Cutting and removal of trees and shrubs
- Demolition of existing structured on site

The scope will include slope filling and compaction of approximately 59 885 m<sup>3</sup> for Pienaarspoort ext 22 and Pienaarspoort ext 23.

The contractor's obligations shall also include strict compliance with any Environmental specifications and recommendations contained in the approved Record of Decisions for all extensions as well as Occupational Health and Safety requirements based on the Tenderer's approved health and safety plan.

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

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

The Employer will appoint the consulting engineers for full time monitoring and quality assurance for the scope of works.

The Construction Health and Safety Agent will be appointed independently as per Construction Regulations for compliance with legislation.

## **C3.2. ENGINEERING**

### **3.2.1 STANDARDS AND CODES OF PRACTICE**

The following design standards for Civil Engineering Infrastructure will apply:

- i) Standard Specification for Municipal Civil Engineering Works Series 4, Third Edition (2005)
- ii) Guidelines for the provision of engineering services and amenities in residential township development by the National Housing Board (Red Book).
- iii) The General Conditions of Contract for Works of Civil Engineering Construction, First Edition (2015) issued by the South African Institute of Civil Engineers
- iv) EPWP Specifications

### **3.2.2 EMPLOYER'S DESIGN**

The Contractor undertakes only construction on the basis of the specification issued by the Employer.

### **3.2.3 DRAWINGS**

Drawings not applicable

## **C3.3 PROCUREMENT**

### **C.3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES**

#### 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

1. A community liaison officer (CLO) will be appointed in terms of the Policy Framework for the Recruitment of EPWP and the Code of Good Practice to appoint Community Liaison Officers.
2. The relevant Ward Councillor shall in cooperation with the Office of the Speaker and the Expanded Public Works Programme (EPWP) Division, facilitate an initial public meeting for the community and stakeholders to enable them to nominate for the Project Steering Committee (PSC).
3. After the election of the PSC at the same meeting, residents and stakeholders in attendance are to vote for a pool of three (3) potential CLO's coming from the community concerned.
4. In an event that the PSC is not constituted by public meeting, or it cannot proceed with its work as contemplated by Section 6.1.3.5 of the Policy Framework for the Recruitment of EPWP, the appointed PSC should nominate potential CLO's.
5. It is from this pool that the Contractor after interviewing the three nominees, and consultation with the PSC, appoints the CLO.
6. Provision for the payment of the CLO has been made in the Pricing Data and will, be in terms of the salary scale Task Level 5
7. The successful tenderer shall enter into an employment agreement with the appointed community liaison office (CLO)
8. The duties or functions of the CLO can be summarised as follows:
  - Liaising with project manager
  - Liaising with community on detail construction activities of the project
  - Attending community meetings
  - Arranging special meetings
  - Facilitation of community disputes

#### 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	
<b>The specification data associated with SANS 1914-5 is as follows</b>		
	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 City of 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	<i>The min. goal is 10% and the maximum goal is 20% (The combined goal for the contract will not exceed 30%)</i>
	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:	
	<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>	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

		<p>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>
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### **C3.3.2 SCOPE OF MANDATORY SUBCONTRACT WORK**

#### **C3.3.2.1 Scope of mandatory subcontract works**

The contractor is to identify and present to the Employer the works to be subcontracted. The contractor can however add to this scope at his discretion or if he needs such services from the local subcontractors. The following shall be subcontracted to the local subcontractors:

- Demolition of structures on site though labour intensive methods;
- Site clearance for the removal of trees and shrubs using handheld equipment's;
- Provision of plant as and when required.

### **C3.3.3 PREFERRED SUBCONTRACTORS/SUPPLIERS**

Local emerging contractors must be Black Enterprises. A black enterprise (BE) is defined as a company or economic activity that is owned by black persons and where there is substantial management control by Black People. Ownership refers to economic interest, whilst management refers to the membership of any board or similar governing body of the enterprise. The Broad-Based Black Economic Empowerment Act No. 53 of 2014, principles must apply to BE's.

Enterprises must comply with the following:

- Business must be registered within the CoT boundaries.
- Owners must reside within the CoT.
- Owners or business address must be within CoT boundaries.
- The business must have at least CIDB Grading CE1 or higher.
- The business must be (COIDA) Compensation for Injuries & Diseases registered.

### **C3.3.4 SUBCONTRACTING PROCEDURES**

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The contractor shall advertise and call for competitive quotations in respect of each portion of the works that are required to be subcontracted in terms of the contract in accordance with the relevant provision 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 City of Tshwane standards and any other relevant documentation of subcontracting with minimal project specific variations and amendments that do not change their intended usage.

The Employer together with the Contractor shall evaluate the quotations received in accordance with the provision of the Standard Conditions of tender. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor.

The Contractor shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission.

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

- Note:**
- 1) The CIDB Best Practice Guideline D1, *Subcontracting Arrangements*, provides Guidance on the selection of a suitable form of subcontracts.
  - 3) Provision in the Pricing Data should be made for provisional sums for portions of the works that are to be subcontracted in this manner.

### **C3.3.5 EVALUATION CRITERIA**

The bids submitted by the prospective local subcontracting companies will be evaluated by the Main Contractor and the Employer Representative.

## **C3.4 CONSTRUCTION**

### **C3.4.1 STANDARD SPECIFICATIONS**

The applicable "Standard Specifications" shall be the document "**Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005**", issued by the Executive Director: Water and Sanitation of the City of Tshwane, read together with the Particular Specifications.

Tenderers, Contractors and Subcontractors shall obtain their own copies of the document "**Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005**", for tendering purposes and for use for the duration of the Contract from the Procurement Advice Centre, Tshwane House, 320 Madiba Streert, Pretoria 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.

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

**Section C3.6 covers references to the Particular Specifications in the Standard Specifications as well as variations and additions to the Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005.**

**Section C3.7** covers Health and safety specifications &

**Section C3.8** covers Environmental management plan/specification.

#### C3.4.1.3.1 Generic Labour Specification

##### **01 Scope**

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) Removal of trees and shrubs

##### **02 Precedence**

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

##### **03 Compaction of backfilling to trenches (areas not subject to traffic)**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand tampers.

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a Dynamic Cone Penetrometer (DCP) is required to penetrate 100mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

#### **04 Clearing and grubbing**

Grass and bushes shall be cleared using hand-held equipment

#### **05 Shaping**

All shaping shall be undertaken by hand.

#### **06 Loading**

All loading shall be done by hand. Haulage equipment should be selected in a manner that allows loading by hand to the greatest extent possible.

#### **07 Haul**

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

#### **08 Offloading**

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilized for haulage.

#### **09 Spreading**

All material shall be spread by hand.

#### **10 Compaction**

Small areas may be compacted by hand provided that the specified compaction is achieved. Appropriate rollers should be used where higher (than can be achieved by hand) levels of compaction are required or for large areas.

### **C3.4.2 PLANT AND MATERIALS**

#### **C3.4.2.1 Plant and materials supplied by the employer**

The Employer will **not** supply any plant and / or materials.

#### **C3.4.2.2 Construction Materials**

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No borrow pits are provided. Where material cannot be obtained from excavations on the works, the Contractor will be responsible to obtain the material required for the bedding, blanket and backfill from commercial sources.

#### C3.4.2.3 Water for Concrete and Construction Purposes

No natural water from rivers, streams, boreholes, pans, dams or irrigation canals shall be used for concrete, stabilised layers or compaction purposes. Only suitably purified (drinking quality) 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.

#### C3.4.2.2.4 Spoil Material

The contractor shall make his own arrangements for the provision of a suitable place off the site for the disposal of material obtained from excavations, demolition, clearing and grubbing the demolition of boundary walls, brick work, foundation excavations, etc. The rates in the schedule of quantities shall include all costs or fees payable to cover the disposal at the dumping site. The rates must allow for haul as no haul will be payable.

### C3.4.3 CONSTRUCTION EQUIPMENT

#### C3.4.3.1 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.

#### C3.4.3.2 Equipment provided by the Employer

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

All construction equipment to be supplied by the Contractor.

### C3.4.4 CONTRACTOR'S EMPLOYEES

#### C3.4.4.1 Minimum employment Conditions for Conventional Construction Works

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

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

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

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

#### **C3.4.4.1.1 Employment contracts**

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

#### **C3.4.4.1.2 Normal working hours**

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

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

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

#### **C3.4.4.1.3 Minimum wages**

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

Overtime pay shall be 1.5 times the ordinary wage.

An employee shall be paid fortnightly.

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

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

Task Grade	Hourly Rate from 1 September 2021 to August 2022 adjusted by 7.5% or CPI whichever is the greater	Hourly Rate from 1 September 2021 to August 2023 adjusted by 7.5% or CPI whichever is the greater	Hourly Rate from 1 September 2021 to August 2024 adjusted by 7.5% or CPI whichever is the greater
1	R 41.72	R44,85	R48,21
2	R 42.70	R45,90	R49,35
3	R 43.89	R47,18	R50,72
4	R 45.53	R48,94	R52,62
5	R 51.56	R55,43	R59,58
6	R 58.56	R62,95	R67,67
7	R 67.06	R72,09	R77,50
8	R 75.19	R80,83	R86,89
9	R 84.98	R91,35	R98,21

#### **C3.4.4.1.4 Short time (excluding short time due to inclement weather)**

If for reasons, which may be ascribed to the employee, e.g. arriving late for work or taking an afternoon off, the hours not worked shall be deducted from the daily wage calculation.

#### **C3.4.4.1.5 Short time resulting from inclement weather**

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

#### **C3.4.4.1.6 Vacation leave**

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

#### **C3.4.4.1.7 Family responsibility leave**

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

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

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

#### **C3.4.4.1.8 Maternity leave**

At least four (4) months unpaid leave.

#### **C3.4.4.1.9 Sick leave**

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

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

#### **C3.4.8.1.10 Piece work**

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

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

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

#### **C3.4.4.2 EMPLOYMENT CONDITIONS FOR LABOUR INTENSIVE WORKS AND CONSTRUCTION**

The Ministerial Determination 4, Expanded Public Works Programme (revised 2012) issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour as reproduced below, shall apply to works described in scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers. The Ministerial Determination must be read in conjunction with the Code of Good Practises for the Expanded Public Works Programme as published in Government Notice N° R64 of 25 January 2002,

This clause contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These

terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.

#### **C3.4.4.2.1 Terminology**

- (a) “department” means any department of the State, implementing agent or contractor;
- (c) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on an EPWP;
- (d) “workers” means any person working in an elementary occupation on an EPWP;
- (e) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (f) “management” means any person employed by a department or implementing agency to administer or execute an EPWP’
- (g) “task” means a fixed quantity of work;
- (h) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (i) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (j) “time-rated worker” means a worker paid on the basis of the length of time worked.

#### **C3.4.4.2.2 Terms of Work**

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

#### **C3.4.4.2.3 Normal Hours of Work**

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

#### **C3.4.4.2.4 Meal Breaks**

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

a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

#### **C3.4.4.2.5 Special Conditions for Security Guards**

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

#### **C3.4.4.2.6 Daily Rest Period**

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

#### **C3.4.4.2.7 Weekly Rest Period**

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

#### **C3.4.4.2.8 Work on Sundays and Public Holidays**

- i. A worker may only work on a Sunday or public holiday to perform emergency or security work.
- ii. Work on Sundays is paid at the ordinary rate of pay.
- iii. A task-rated worker who works on a public holiday must be paid –
  - (a) the worker's daily task rate, if the worker works for less than four hours;
  - (b) double the worker's daily task rate, if the worker works for more than four hours.
- iv. A time-rated worker who works on public holiday must be paid –
  - (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
  - (b) double the worker's daily rate of pay, if the worker works of more than four hours on the public holiday.

#### **C3.4.4.2.9 Sick Leave**

- i. Only workers who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.
- ii. A worker who is unable to work on account of illness or injury is entitled to claim one day's sick leave for every full month that the worker has worked in terms of a contract.
- iii. A worker may accumulate a maximum of twelve days' sick leave in a year.
- iv. Accumulated sick-leave may not be transferred from one contract to another contract.
- v. An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

- vi. An employer must pay a time-rated worker the worker's daily rate for a day's sick leave.
- vii. An employer must pay a worker sick pay on the worker's usual payday.
- viii. Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
  - a. absent from work for more than two consecutive days; or
  - b. absent from work on more than two occasions in any eight-week period.
- ix. A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- x. A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Disease Act.

#### **C3.4.4.2.10 Maternity Leave**

- i. A worker may take up to four consecutive month's unpaid maternity leave.
- ii. A worker is not entitled to any payment or employment-related benefits during maternity leave.
- iii. A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- iv. A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- v. A worker may begin maternity leave –
  - (a) four weeks before the expected date of birth; or
  - (b) on an earlier date –
    - if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - if agreed to between employer and worker; or
  - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- vi. A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- vii. A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

#### **C3.4.4.2.11 Family Responsibility Leave**

- i. Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –
  - a. when the employee's child is born;

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

#### **C3.4.4.2.12 Statement of Conditions**

- i. An employer must give a worker a statement containing the following details at the start of employment –
  - a. the employer's name and address and the name of the EPWP;
  - b. the tasks or job that the worker is to perform; and
  - c. the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - d. the worker's rate of pay and how this is to be calculated;
  - e. the training that the worker will receive during the EPWP.
- ii. An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- iii. An employer must supply each worker with a copy of these conditions of employment.

#### **C3.4.4.2.13 Keeping Records**

- i. Every employer must keep a written record of at least the following –
  - a. the worker's name and position;
  - b. copy of an acceptable worker identification;
  - c. in the case of a task-rated worker, the number of tasks completed by the worker;
  - d. in the case of a time-rated worker, the time worked by the worker;
  - e. payments made to each worker.
- ii. The employer must keep this record for a period of at least three years after the completion of the EPWP.

#### **C3.4.4.2.14 Payment for the Labour-Intensive Component of the Works**

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

- i. An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- ii. A worker may not be paid less than the minimum EPWP wage rate of R102.00 per day or per task. This will be adjusted annually on the 1st of November in line with inflation (available CPI as provided by Stats-SA six (6) weeks before implementation).

- iii. A task-rated worker will only be paid for tasks that have been completed.
- iv. An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- v. A time-rated worker will be paid at the end of each month.
- vi. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- vii. Payment in cash or by cheque must take place –
  - a. at the workplace or at a place agreed to by the worker;
  - b. during the worker's working hours or within fifteen minutes of the start or finish of work;
  - c. in a sealed envelope which becomes the property of the worker.
- viii. An employer must give a worker the following information in writing –
  - a. the period for which payment is made;
  - b. the numbers of tasks completed or hours worked;
  - c. the worker's earnings;
  - d. any money deducted from the payment;
  - e. the actual amount paid to the worker.
- ix. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- x. If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

#### **C3.4.4.2.15 Deductions**

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

#### **C3.4.4.2.16 Health and Safety**

- i. Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- ii. A worker must –
  - a. work in a way that does not endanger his/her health and safety or that of any other person;

- b. obey any health and safety instruction;
- c. obey all health and safety rules of the EPWP;
- d. use any personal protective equipment or clothing issued by the employer;
- e. report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

#### **C3.4.4.2.17 Compensation for Injuries and Diseases**

- i. It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on an EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- ii. A worker must report any work-related injury or occupational disease to their employer or manager.
- iii. The employer must report the accident or disease to the Compensation Commissioner.
- iv. An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

#### **C3.4.4.2.18 Termination**

- i. The employer may terminate the employment of a worker for good cause after following a fair procedure.
- ii. A worker will not receive severance pay on termination.
- iii. A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the manager the employer in advance to allow the employer to find a replacement.
- iv. A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract.
- v. However, the worker may be re-engaged if a position becomes available of the balance for the 24-month period.
- vi. A worker who does not attend required training events, without good reason will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

#### **C3.4.4.2.19 Certificate of Service**

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

- a. the worker's full name;
- b. the name and address of the employer;
- c. the EPWP on which the worker worked;
- d. the work performed by the worker;

- e. any training received by the worker as part of the SPWP;
- f. the period for which the worker worked on the SPWP;
- g. any other information agreed on by the employer and worker.

#### **C3.4.4.3. EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS**

##### **C3.4.4.3.1 Requirements for the Sourcing and Engagement of Labour**

- i. 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 – Part 5, 1st edition, 2002.
- ii. Tasks established by the contractor must such that:
  - a. the average worker completes 5 tasks per week in 40 hours or less; and
  - b. the weakest worker completes 5 tasks per week in 55 hours or less.
- iii. The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 6.1.3.
- iv. 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.
- v. The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
  - a. 60 % women;
  - b. 55 % youth who are between the ages of 18 and 35; and
  - c. 2 % on persons with disabilities.

##### **C3.4.4.3.2 Specific Provisions Pertaining to SANS 1914-5**

###### **i. Definitions**

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

###### **ii. Contract participation goals**

- a. there is no specified contract participation goal for the

contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

- b. The wages and allowances used to calculate the contract participation goal shall, with respect to both time-related and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

- iii. 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.

- iv. Variations to SANS 1914-5

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

#### **C3.4.4.3.3 Training of Targeted Labour**

- i. The contractor shall provide all the necessary **Bold** Accredited training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- ii. The cost of the formal training of targeted labour, shall be measured and paid for in the schedule of quantities of this contract document.
- iii. 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.
- iv. 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 (iii) above.
- v. This training should take place as close to the project site as practically possible. The CoT will ensure that training arrangements for participants are in place and appointment of the training provider facilitated in time.
- vi. The project Manager and Consulting Engineer shall approve the training provided prior to commencement of training

Proof of compliance with the requirements of (ii) to (iv) must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

### **C3.4.4 Site establishment**

#### **C3.4.4.1 Contractor's Camp site**

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

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

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

#### **C3.4.4.2 Water Supply**

The Contractor shall make his own arrangement for potable and construction water. It shall be the responsibility of the contractor to apply for a water connection and water meter at CoT for his site camp. The contractor shall be responsible for payment of all water used. Water quality shall be verified before use in concrete is allowed.

#### **C3.4.4.3 Power Supply**

The Contractor shall make his own arrangements.

#### **C3.4.4.4 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.

#### **C3.4.4.5 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 the applicable contact details must be made available to the Employer as well as the staff on site. 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-

#### **C3.4.4.6 Other facilities and services**

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None.

#### **C3.4.4.7 Vehicles and equipment**

The Employer Representative will order the Contractor to provide as needed.

#### **C3.4.4.8 Alterations, additions, extensions and modifications to existing works**

To be carried out with the instruction from the Employer Representative.

#### **C3.4.4.9 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.

#### **C3.4.4.10 Survey control and setting out of the works**

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

## **C3.5 MANAGEMENT**

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

#### **C3.5.1.1 Applicable Specifications**

The applicable “Standard Specifications” shall be the document “**Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005**”, issued by the Executive Director: Water and Sanitation of the City of Tshwane, read together with the particular specifications and variations specified in Section C3.6, shall be applicable to this project

#### **C3.5.1.2 Concurrent Construction Contracts**

The Contractor’s attention is drawn to the fact that other contiguous works may be executed concurrently by independent Contractor’s under separate contracts in the vicinity of the Site.

The Contractor shall ensure that neither his operations nor those of his subcontractors nor the activities of his employees shall interfere with or hinder the operations of the Employer or of other Contractors and he shall indemnify the Employer against all claims arising through default of this requirement.

The Contractor shall hand over portions of the Site of the Works (whether completed or not), or completed portions of the Works, to these Contractors when required by the Employer or detailed elsewhere in this document. The Contractor shall cause no interference with or delays in the execution of these contiguous contracts.

No discount or commission for the Contractor is allowed on these contracts, and it will be assumed that he has fully allowed in the Contract Price for the presence of these Contractors on Site. Any service rendered or assistance given by the Contractor to these Contractors, save as are provided for in the Project Specifications, shall be for their accounts only since the Employer shall in no way be responsible to the Contractor for any payments in this respect.

The Contractor shall protect all known existing services as well as all work being carried out and structures being erected on the Site by other Contractors. Any damage caused to these services or structures, or any obstructions or hindrance caused to other contractors by the Contractor, and all claims arising there from, will be the sole responsibility of the Contractor.

All repair work shall be carried out at the Contractor’s expense to the entire satisfaction of the Engineer.

The same obligations shall be imposed on the Employer and on other Contractors in respect of the Works being executed under this Contract

#### **C3.5.1.3 Contractor’s Project Management Plan**

The Contractor is required to prepare and submit a project management plan for the construction. The particular contents that should be included in the Contractor's Project Management Plan are listed below:

- ***Project structures and agreements***

The Contractor shall indicate how responsibility for the various work packages will be divided between joint venture partners (where applicable) and sub-contractors. A contract organogram shall be provided showing work apportionment and project management responsibilities. The particular division of work shall match the established capabilities and capacities of each particular partner or subcontractor.

- ***Plant, materials and equipment***

The Contractor shall prepare a Plant and Materials procurement plan, indicating the source of key Plant and Materials designated for inclusion in the Works, and demonstrating that such Plant and Materials have a proven track record of successful maintenance support in South Africa.

The Contractor shall also prepare a plan of Contractor's Equipment, indicating the source and details of construction equipment planned for use on the Contract and based on the Contractor's particular approach.

- ***Staffing plan***

The Contractor shall prepare a detailed staffing plan showing in an organogram all key members of the Contractor's Personnel, providing a detailed CV for each such key position. The Contractor shall also show the numbers and source of all non-key staff and indicating the particular local content offering of the Contractor.

- ***Method statements***

The Contractor shall clearly describe the overall methodology proposed for construction of the Works and include particular method statements for each work discipline included in the Works.

#### **C3.5.1.4 Construction Programme**

The Contractor shall submit within the period stated in the Contract Data a suitable and realistic construction programme for the consideration of the Engineer. The programme shall be in the form of a Gantt chart and shall include the following details:

- A work breakdown structure, identifying the major activity groups.
- For each activity group further details shall be provided with regard to the scheduled start and end dates of individual activities.
- The linkages between activities shall be clearly indicated and the logical

network upon which the programme is based shall be separately submitted to the engineer if requested. Any constraints shall be classified as being time-related or resource-related.

- The critical path(s) shall be clearly indicated and floats on non-critical activities shall be shown.
- The Contractor shall indicate the working hours per day, night, week and month allowed for in the programme.
- Where relevant the Contractor shall state the production rates for key activities, e.g., earthworks, etc.

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

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

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

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

The approval by the Engineer of any programme shall have no contractual significance other than that the Engineer will be satisfied that the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme if required by circumstances.

#### **C3.5.1.5 Quality Assurance**

The Contractor shall institute a quality assurance system and provide experienced personnel as well as all the necessary transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times in order to comply with the requirements. The Contractor shall deliver to the Engineer, for his consideration, quality assurance programmes prior to the Contractor's appointment of any suppliers or commencement of the Works. Failure to comply with these

requirements shall be just cause for the Engineer to order supervision of the Works without additional remuneration or for him to recommend termination to the Employer in terms of the Conditions of Contract.

The Contractor shall do at least the quality control tests at the frequencies specified in the Scope of Works. If the scale of the works, construction methods or any other circumstances dictates, the Contractor shall do more tests when required for quality assurance purposes.

The Contractor shall keep systematic records of the test results and all worksheets relating thereto. All test results obtained by the Contractor in the course of his process control of the Works shall be submitted to the Engineer or his Representative prior to requesting inspection of the relevant portions of the Works. Any request for inspection shall be submitted on the prescribed forms.

The employer is at liberty to carry out such tests as he deems necessary to determine compliance with the contract requirements and will make available the results of all tests to the contractor.

Acceptance control, record keeping and payment certificates shall be done in accordance with the Engineer's standard system except if the Engineer approves that the Contractor's standard system may be used.

#### **C3.5.1.6 Site Administration**

- ***Daily Site Diary***

The daily site diary shall be kept up to date by the Contractor's Site Agent and will be signed on a daily basis by the Engineer's Representative.

- ***Information in Respect of Plant***

Information relating to plant on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given for each day of the month. Distinction shall be made between plant in working order and plant out-of-order. Such inventory shall be submitted by the first day of the month following the month to be reported.

- ***Information in Respect of Employees***

Information relating to labour and management on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.

- ***Rainfall Records***

Rainfall records for the period of construction shall be taken on Site and recorded in the daily site diary. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.

- ***Extension of time on account of abnormal rainfall***

Extension of time due to abnormal rainfall shall be determined by means of Method 1 using the rainfall records below.

<b>STATISTICAL INFORMATION: DONKERHOEK</b>		
<b>RAINFALL</b>		
<b>Month</b>	<b>Nn = Actual number of days during the calendar months in which a rainfall of more than Y-mm has been received</b>	<b>Rn = Average monthly rainfall</b>
<b>January</b>	3.4	129
<b>February</b>	3.2	88
<b>March</b>	3.4	76
<b>April</b>	1.3	44
<b>May</b>	0.5	15
<b>June</b>	0.1	7
<b>July</b>	0.0	7
<b>August</b>	0.1	6
<b>September</b>	0.3	20
<b>October</b>	1.9	68
<b>November</b>	3.3	112
<b>December</b>	4.3	105
<b>TOTAL</b>	<b>21.8</b>	<b>677</b>

### **C3.5.1.7 Site Instructions**

Site instructions by the Engineer, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's Representative unless a break in the sequence of numbers is brought to the notice of the Engineer in writing immediately.

### **C3.5.1.8 Site Meetings**

The Contractor and his authorised representative shall attend all meetings held on the Site with the Employer and the professional team at dates and times to be determined by the Engineer. Such meetings will be held to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise. It is not the intention to discuss day-to-day technical matters at such meetings.

### **C3.5.1.9 Payment Certificate**

Monthly Progress Payment Certificates shall be submitted to the Engineer's Representative on Site not later than the 20th of each month (or on the last working day prior to this date) in order to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate. Each progress payment certificate shall include work executed or reasonably expected to be executed up to the 30th day of the specific month. The Engineer's Representative shall have a period of five (5) calendar days to review the draft certificate in collaboration with the Contractor. All quantity calculations and certificates submitted by the Contractor for checking shall be in accordance with the Engineer's standard site administration forms and formats as referred to in C3.5.1.5.

Upon agreement by the Employer Representative by not later than the 25th of each month, the certificate shall be submitted by the Contractor in a neat typed form in accordance with the prescribed format, and with the correct spelling, to the Engineer by not later than the 28th of each month (or on the first working day thereafter), together with four additional copies, for certification.

All costs for the preparation and submission of progress certificates shall be borne by the Contractor.

### **C3.5.1.10 Drawings, Operation and Maintenance Manuals**

All information in the possession of the Contractor that is required by the Employer Representative in order to complete the As-Built drawings and to prepare a completion report for the Employer must be submitted to the Employer Representative before a Certificate of Practical Completion will be issued for the Works. Similarly, the Contractor will be required to submit full details of all pipes, valves, meters and specials in a suitable loose bound format, including any special operational and maintenance procedures related thereto, for incorporation in the overall operation and maintenance manual for the Scheme prior to the issue of a Certificate of Completion for the Works.

Only figured dimensions on the Drawings may be used in the interpretation thereof, and the Drawings shall not be scaled unless the Contractor is so instructed by the Engineer in writing. The Contractor shall notify the Engineer in writing of any lack of information or conflict in the information on the Drawings. The Engineer will upon written request provide any dimensions that may have been omitted from the Drawings.

### **C3.5.1.11 Environmental Management Plan**

The Contractor shall comply with all the conditions of the Record of Decision and the Environmental Management Plan.

### **C3.5.1.12 Community participation**

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Community participation for the appointment of the PSC will be as per Section 6.1.3.1 of the Expanded Public Works Recruitment Framework, in the Office of the Speaker, in consultation with ward councillors, is responsible to hold public meetings to elect a project steering committee once a development project is to commence within a ward.

The functions of the PSC will be to:

- Assist in monitoring the project.
- Ensure that the community aid 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.

The committee, which may be chaired by the Ward Councilors, shall consist of representatives of:

- (a) The Ward Councilors(s)
- (b) The Client
- (c) The Engineer
- (d) The Contractor
- (e) The CLO(s)
- (f) Members of Ward Committees nominated by Ward Councilors(s)
- (g) Local Security Company

The Community Liaison Officer shall manage the labour desk and will have regular meetings with the Contractor where all construction and labour matters will be addressed. Some of the role players will only attend these meetings on an ad hoc basis as needed.

The Local Security Company shall be responsible for the safekeeping of all plant, materials, construction equipment and all personnel employed on the project, 24 hour a day, seven days a week from site handover to project completion.

The following aspects will have to be clarified by the labour desk before any person is engaged in construction work:

- Contract of Employment
- Type of Work
- Duration of appointment
- Workman's Compensation
- Tax deduction
- Insurance (UIF)
- Wages and bonus and overtime regulations
- Production pay-rate per unit of production
- Working hours
- Start and end times of a daily shift
- Lunch breaks
- Company policy regarding:
  - Rain time
  - No work no pay
  - Disciplinary policy
  - Grievance policy
- Method of payment and intervals
- Safety equipment where applicable

The appointment of any local labour under this project will be the responsibility of the main contractor. All employee/employer issues will be ruled by the statutory labour relations' regulations as well as per the relevant contractual clauses.

#### **C3.5.1.13 Construction management service requirements**

The Contractor shall appoint a Construction Manager whose duties will be to provide construction management and materials management services to the Local Emerging Contractors in line with the employer's objective as stated in Clause 3.1.1, Description of Work.

##### **C3.5.1.13.1 General**

The construction manager shall, in order to achieve the employer's objectives stated in Clause 3.1.1, Description of Work,

- a) comply with agreements made with the employer and the local community, if any, monitor and report on project expenditure and costs and construction progress, and co-ordinate site activities,
- b) advise, assist and train the supported contractor on the job in terms of the contract between the employer and the supported contractor and, if so required in the specification data, arrange for the supply of certain items of equipment and the supply and delivery to site of materials,

- c) remain impartial in his dealings with the employer and the supported contractor,
- d) engage, on behalf of and with the approval of the employer, specialist contractors to execute parts of the works and coordinate the work of supported contractors and the specialist contractors,
- e) cooperate with other professional service providers appointed by the employer,
- f) visit the site at appropriate intervals during the various stages of construction in order to confirm that the supported contractor is making satisfactory progress, that he shows technical competence in the execution of all aspects of the works and generally fulfils all contractual obligations,
- g) provide continuous support to the supported contractor in order to ensure that the employer's objectives are achieved,
- h) operate within any structured framework developed by the employer to enable interim payments to be made to supported contractors within relatively short time frames,
- i) provide site facilities for the employer and his agents, as provided for in the specification data,
- j) ensure the economic and efficient use of all plant and, to this end, maintain adequate records of plant usage,
- k) maintain detailed records of all costs relating to the construction of the works including those relating to the provision of construction management services, and report to the employer at intervals not exceeding one month on the financial status of the contract, and
- l) assist supported contractors in registering with a public body, if required, in terms of the specification data.

### **C3.5.1.14 Construction stage requirements**

#### **C3.5.1.14.1 General**

Following the award of the contract to the supported contractor, the construction manager shall, as a minimum,

- a) attend site and coordination meetings conducted by the employer and his agents,
- b) arrange weekly or fortnightly site progress meetings with the supported contractor and record and distribute the minutes thereof,
- c) liaise with the employer at coordination meetings at regular, agreed intervals and keep him fully informed regarding all aspects of the supported contractors' contracts,
- d) confirm insurance arrangements, notify insurers of all claims and ensure that all insurance policies are maintained,
- e) bring to the attention of the employer without delay any deficiencies in materials or in work performed by the supported contractor and follow up corrective actions which might be prescribed,
- f) inspect all exposed services, report in writing any damage to the employer and, subject to the approval of the employer, take the necessary action to

- have the damage repaired,
- g) implement and monitor approved security arrangements and recommend and implement changes which might be necessary, where required by the employer in terms of the specification data, arrange for the supply and erection of suitable name boards,
  - h) maintain and update the assets register,
  - i) monitor the progress of the supported contractor and submit monthly progress reports to the employer which provide information relating to,
    - i. progress in relation to the programme,
    - ii. costs incurred in respect of materials, labour, plant, transport, specialist contractors and construction management services,
    - iii. the actual cash flow compared with the predicted cash flow,
    - iv. expected savings or excess expenditure,
    - v. site meetings,
    - vi. details of plant hired, including standing-time charges, breakdowns and reasons for the use thereof, and
    - vii. details regarding the theft of materials issued to site,
  - j) coordinate and monitor the activities of the supported contractor and others involved in the works,
  - k) maintain all necessary site records and documentation including those pertaining to personnel on site, equipment, progress, deliveries of materials to supported contractors, variations to their respective contracts, quantities of work executed, etc.,
  - l) ensure that the supported contractor implements a systematic testing programme,
  - m) review and monitor the supported contractor's quality control systems,
  - n) establish and maintain a list of defects and ensure that these are remedied,
  - o) brief supported contractors on health and safety requirements, and
  - p) verify claims for payment to supported contractors and other parties in accordance with the provisions of the contract.
  - q) Provide a full-time **site agent**

#### **C3.5.1.15 Advice and assistance to the supported contractor**

The construction manager shall, as a minimum,

- a) process and resolve supported contractors' queries regarding the interpretation of drawings, specifications and contractual matters pertaining to their respective contracts,
- b) motivate and guide supported contractors and, where necessary, recommend measures to expedite their progress,
- c) assist supported contractors with
  - the preparation and updating of a realistic and achievable programme,
  - the setting out of the works,
  - the management, administration and employment of their work

- forces,
  - the performance of their contracts,
  - all registrations required in terms of legislation and all applicable taxes and levies,
  - the preparation of payment certificates,
  - the handing over of the works to the employer upon completion, and
  - liaison with external organizations and the local community with regard to the works, and
- d) advise the supported contractor on safety measures which shall be implemented in order to comply with safety legislation.

#### **C3.5.1.16 Training**

The construction manager shall, as a minimum,

- a) teach the supported contractors how to assess and order materials required for incorporation into the works,
- b) train, advise and guide supported contractors both in-house and on the job with regard to the following aspects of the contract:
- the basic work techniques required to perform the contract;
  - the need to develop communication skills;
  - what is expected of a supported contractor;
  - health and safety requirements;
  - the need to execute appropriate tasks correctly the first time;
  - how to submit claims for payments;
  - how to control and motivate their work-forces;
  - the necessity for planning;
  - how to prepare and use construction programmes;
  - the relationship between tender pricing, productivity and profit; and
  - payment procedures for payments required in terms of the law, including all applicable taxes and levies, and
- c) act generally as a mentor to the supported contractor and facilitate, when appropriate, training of the supported contractor by other organizations.

#### **C3.5.1.17 Tools and equipment**

The construction manager shall, as a minimum,

- a) advise supported contractors regarding their hand-tool requirements and assist them with the procurement thereof,
- b) arrange for the timeous supply and cost-effective use of items of equipment and plant required for the execution of the works which supported contractors are not, in terms of their contracts, required to provide,
- c) arrange for the supply of calibrated testing equipment to supported contractors, as required, and ensure that tests are properly carried out and the results forwarded to the relevant parties that require such information, and

- d) arrange for the supply of all fuel and power required for the operation of power-driven equipment and tools.

#### **C3.5.1.18 Materials (where materials management services are provided to supported contractors)**

The construction manager shall, where a materials manager has been appointed, as a minimum,

- a) provide the materials manager with a programme of materials requirements, based on the programmes of supported contractors, at the commencement of their respective contracts and update such programmes as necessary,
- b) review supported contractors' requests for materials, adjust quantities, if necessary, and forward orders timeously to the materials manager,
- c) arrange with the materials manager for the delivery of materials direct to the site, where necessary,
- d) where required, collect materials from the materials manager's store and deliver to the site,
- e) monitor and approve the overnight storage of unused materials on the site by supported contractors or, should such materials not be suitable for overnight storage on site, arrange for their return to the store,
- f) determine appropriate allowances for tolerances and wastage on items where such allowances are not laid down in the supported contractor's scope of work, and
- g) reconcile quantities of materials issued to supported contractors with quantities used in the works and issue a materials reconciliation certificate to supported contractors upon completion of the works.

#### **C3.5.1.19 post-construction stage requirements**

After the completion of the works associated with supported contractors' contracts, the construction manager shall, as a minimum,

- a) compile a completion report that includes:
  - the final cost of the works in respect of materials, labour, plant, transport, supervision and construction management services;
  - the time of completion relative to the programme;
  - the nature and extent of training received by the supported contractor;
  - details of damage to services and insurance claims;
  - details of the construction manager's staff and organizational structure, equipment purchased for the contract and establishment costs; and
  - details of actual expenditure compared with projected expenditure,
- b) monitor remedial work undertaken during the defects liability period and advise and assist the supported contractor as necessary, and
- c) return, if required, to the employer or dispose of in accordance with the

employer's instructions, all items of equipment on the register of assets.

### **C3.5.1.20 Materials management service requirements - General**

The materials manager shall, in order to achieve the employer's objectives,

- a) procure, store and issue materials for incorporation into the works either to the construction manager, who will deliver such materials to the place of work or directly to the supported contractor,
- b) establish a stores facility which is capable, at short notice, of supplying all the materials required for the project in a reliable, efficient and cost-effective manner,
- c) establish and implement management procedures and systems for procuring, storing, issuing and accounting for materials that
  - take cognizance of specific storage requirements for individual materials,
  - comply with the employer's procurement policies and procedures,
  - provide for quality checks upon delivery,
  - provide for the processing and timeous payment of statements for materials supplied and the delivery of materials to site,
  - account for the quantities of materials that are procured, stored and issued to or on behalf of each individual supported contractor,
  - ensure that records are readily auditable and protect the employer against corruption and theft, and
  - allow the employer to be informed monthly as to the status of all aspects of the materials management,
- d) ensure that all possible trade and settlement discounts are obtained and that the most favourable prices are paid for materials, and
- e) ensure that all materials purchased and issued comply fully with the employer's specifications embodied in the scope of work of the supported contractors' contract or in the contract with the employer.

## **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**

#### **SERIES 001: GENERAL REQUIREMENTS AND CHARGES**

**A pro-rata payment of the lump sum will be claimed monthly based on the proportion of the value of the works completed to date for all items in the 001 series.**

##### **B001.01 Preliminary and General Charges**

*All contractual obligations for site establishment must be covered under this item.*

*Add*

The site establishment cost must include provision for an office for the Employer Representative. One site office of approximately 20m<sup>2</sup> complete with sufficient lighting and power points. Two desks, ten chairs, and one conference table for technical meetings. One carport for his/her exclusive use, a net shade cover will suffice.

#### **Measurement and Payment:**

##### **B001.04.01 Provision of Health and Safety Plan**

**Lump Sum**

The lump sum tendered shall include full compensation for the provision and maintenance of a health and safety plan, risk assessment, permit applications and notifications as called for in the act and regulations. The plan shall address health and safety training, provision of personal protective clothing and equipment, provision of safety fences, signs and barricades and other obligations not specifically covered here. The monetary allowances shall be made under the lump sum and/or other items under 001.04.

**B001.04.02 Provision of Health and Safety File Lump Sum**

The lump sum tendered shall include full compensation for the provision and maintenance of safety file and notification of construction work to the Department of Employment and Labour.

**B001.04.03 Health & Safety medical surveillance & tests Lump Sum**

The lump sum tendered shall include the occupational health and safety pre-entry medicals and exit medicals as required by Legislation.

**B001.04.04 Provision of Health and Safety Officer Lump Sum**

The lump sum tendered shall include full time employment and compensation for the salary of the Safety Officer including safety inspections, preparation of safety reports and safety audits.

**B001.04.05 Health & Safety Training Lump Sum**

The lump sum tendered shall include induction training, tool box talks and any accredited safety training that may be deemed necessary in terms of the approved Safety Plan. The accredited training will include but not be limited to training of health and safety representatives, training of first aiders and traffic safety controllers.

**B001.04.06 Provision of personal protective clothing and equipment Lump Sum**

*Add the following:*

Price the item to allow for all labourers on site to wear the necessary protective clothing including an overall. All labourers must also wear a bright reflected jacket over their overall.

On the front of the jacket (coat) the "City of Tshwane" name must appear with the CoT logo. On the back the letters "EPWP" must appear." Local labour to wear orange or blue or green EPWP overalls.

**B001.04.07 Provision of safety fences, signs and barricaded Lump Sum**

The lump sum tendered shall include provision and maintenance of safety signs and barricades for the duration of the contract.

**B001.06 Community Liaison Officer Lump Sum**

The tendered rate shall include full compensation for the appointment of a community liaison officer for the duration of the contract works. For tender

purposes the amount payable shall be taken as a provisional sum and excludes the contractor's profit and attendance mark-up as well as statutory deductions. The CLO to be paid the equivalent wage of a Task Level 5 employee which will be confirmed by the engineer. Payments shall be made in monthly instalments to the Community Liaison Officer.

In the event of the construction period exceeding the tendered completion period and no extension of time been granted, the Contractor shall continue to pay the Community Liaison Officer the specified remuneration, but shall not be reimbursed therefor.

**B001.06.2 Overheads, charges & profits on item B001.05.01** %

The Item rate shall be the percentage of the Community Liaison Officer not exceeding 10%

**B001.06 Compliance with Environmental Management Plan** Month

The tendered rate shall include full compensation for complying with the Environmental Management plan and specification contained in Section C3.9. as well as the Record of Decision.

Payments shall be made in monthly instalments for the number of months of the project.

**B001.07 Appointment of Local Security Company** Provisional Sum

This item is an addition to site establishment security requirements for the provision of armed response security services for 24hrs to safeguard the property against land invasion and illegal sand mining activities. The tenderer will be required to conduct a risk assessment and price accordingly.

The minimum requirements will be Grade C officers, three (3) per shift with a vehicle. The unit of measurement shall be months.

**SERIES 1: ANCILLARY WORK**

**SECTION 101: SITE CLEARING AND GRUBBING**

**Standard Specification**

**B06: The cutting of trees**

As specified in the CTTM Civil Specifications 2005

**B06.03: Preservation of trees**

*Add the following:*

“The fine for unnecessary damage or unauthorised removal of trees is R3 000,00 (three thousand rand) per tree”

## **SECTION 102: ACCOMODATION OF TRAFFIC**

### **Measurement and Payment**

#### **B102.14.1 Accommodation of traffic and maintenance of bypasses Lump Sum**

The unit of measurement shall be a Lump Sum for the item as specified. The items shall be paid pro-rata monthly for the duration of the works.

#### **B102.14.2 Maintenance of bypasses Dust Control Litres**

The unit of measurement shall be litres for the item as specified. The water will be sourced from a metered standpipe and the item shall be paid on quantity of water utilised for dust control.

#### **B102.14.01 Flagmen Man-days**

Payment will be made in man-days for all flagmen employed in accordance with the approved accommodation of traffic plan. The contractor will not be entitled for payment for flagmen if the contractor proceeded without approval by the engineer.

## **SECTION 203: MASS EARTHWORKS – FINISHING OF SLOPES**

As specified in the CTTM Civil Specifications 2005

Contract: HHS 2023/24 the appointment of a Contractor for Site Clearance of the area at Pienaarspoort Ext. 15, 22, 23 and 25 for a period of 6 months.

Part C3: Scope of Work  
Section C3.5: Health and Safety Specification

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CITY OF TSHWANE  
HUMAN SETTLEMENTS

CONTRACT NO: HHS 2023/24

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR SITE CLEARANCE OF THE AREA  
AT PIENAARSPOORT EXT. 15, 22, 23 AND 25 FOR A PERIOD OF 6 MONTHS

### **C3.7 HEALTH AND SAFETY SPECIFICATION**

<b>CONTENTS</b>	<b>PAGE</b>
C3.7 HEALTH AND SAFETY SPECIFICATION .....	5
1. Definition of Terms .....	7
2. Introduction .....	8
3. The Client `s commitment to Occupational Health and Safety Management .....	8
4. Scope .....	9
5. Omissions from OHS Specification .....	9
6. Change or Review of Specifications.....	10
7. Safety Files .....	10
7.1 Preparation and Submission of safety file.....	10
7.2 Evaluation and approval of Safety file.....	12
7.3 Principal Contractor engagement phase.....	12
7.4 Project close-out and submission of consolidated Health & Safety File.....	12
8. OHS Specification Requirements .....	13
8.1 General Requirements of Health and Safety Plan.....	13
8.2 Outline of Health and Safety Plan .....	14
8.3 Risk Assessment .....	15
8.3.1 General .....	15
8.3.2 Forms of Risk Assessment.....	16
8.3.3 Methodology for the Preparation of Risk Assessments .....	17
8.3.4 Elements of a Risk Assessment.....	17
8.3.5 Reporting and Recording of Risks .....	21
8.3.6 Monitoring and Review .....	22
8.3.7 Communication and Consultation .....	22
8.4 Resources .....	22
8.4.1 General .....	22
8.4.2 Employees.....	22
8.4.3. Competencies .....	23
8.4.4. Physical and Psychological Fitness.....	23
8.4.5 Subcontractors.....	23
8.5 Fall Protection Equipment.....	23
8.6 Structures .....	24
8.7 Construction vehicles and mobile plant.....	24
8.8 Electrical Installation and Machinery on construction sites .....	25
8.9 Use and temporary storage of flammable liquids on construction sites .....	25
8.10 Housekeeping and general safeguarding on construction sites.....	26
8.11 Fire precaution on construction sites.....	26
8.12 Construction employees' facilities .....	26
8.13 Operational Control of the Construction Site .....	27
8.16.1. Personnel Safety Equipment and Facilities.....	27
8.16.2. Display of substituted notices and Signs .....	27
8.16.3. First Aid, Emergency Equipment and Procedures .....	28
8.16.4. Welding, flame cutting, soldering and similar operations.....	28
8.16.5 Ladders .....	28

8.16.6. Environmental Conditions .....	28
8.16.7. Hazardous Chemical Substances .....	29
8.14 Implementation of Contractors' Health and Safety Plan .....	29
8.17.1. General .....	29
8.17.2 Administrative Requirements.....	29
8.17.3. Incident Reporting, Investigation and Recording.....	30
8.17.4. Training.....	30
8.15 Safety Meetings.....	32
8.16 Occupational Health and Safety Committees .....	32
8.17 Inspections and Monitoring .....	33
8.18 Auditing .....	33
8.21.1. Internal Audits .....	34
8.21.2. Audits by Client or Safety Agent.....	34
9. ANNEXURE .....	34
9.1 LEGAL APPOINTMENTS.....	34
9.2 Identified Hazards.....	35
9.3 MANDATORY AGREEMENT (SECTION37.2) .....	1
9.4 ACKNOWLEDGEMENT OF RECEIPT OHS SPECIFICATION.....	109

## **1. Definition of Terms**

- I. Client - means any person for whom construction work is performed and or undertaken (City of Tshwane for the purposes of this project)
- II. Construction site means a workplace where a construction work is being performed
- III. Construction supervisor means a competent person responsible for supervising construction activities on a construction site.
- IV. Competent person means a person who –
  - a) Has in respect of the work or task to be performed the required knowledge, training and experience and where applicable, qualifications, specific to that work or task: Provided that

where appropriate qualifications and training are registered in terms of the provision of the National Qualification Framework Act 2000 (Act 67 of 2000), those qualifications and that training must be regarded as the required qualification and training and

b) Is familiar with the Act.

- V. Principal Contractor-Means an employer, as defined by Section 1 of the OHSACT who performs construction work and is appointed by the client to be in overall control and management of the construction site and works
- VI. Agent-Means a competent person who acts as a representative for a client in this case MIH Projects.
- VII. Occupational Health and Safety Specification- Means a documented specification of all Health and Safety requirements pertaining to the associated works on a construction site so as to ensure the health and safety of persons working, visiting, passing, staying and working close to the construction site and or other applicable areas such as the site camp
- VIII. Risk-means the probability that injury or damage may occur
- IX. Hazard-means a source of or exposure to danger

## **2. Introduction**

In terms of the Construction Regulation 5 (1) of the OHS ACT 85 of 1993, the client is required to compile an Occupational Health and Safety Specification for an intended project. This specification has an objective to ensure that the principal contractor entering into a contract with the client achieves and maintain an acceptable level of Occupational Health and Safety performance and compliance.

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

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

City of Tshwane is committed to responsible occupational health, safety management. This commitment is essential to protect the environment, employees, mandatories, visitors and provide a

work environment conducive to health and safety. Principal Contractors and their Contractors shall demonstrate their commitment and concern by:

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

#### **4. Scope**

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

#### **5. Omissions from OHS Specification**

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

## **6. Change or Review of Specifications**

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

## **7. Safety Files**

### ***7.1 Preparation and Submission of safety file***

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

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

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

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

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

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

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

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

### ***7.3 Principal Contractor engagement phase***

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

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

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

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

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

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

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

## **8. OHS Specification Requirements**

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

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

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

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

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

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

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

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

1. Aim and Scope of Plan,
2. Risk Assessment,
  - a. Alternative Forms of Risk Assessment,
  - b. Methodology of Risk Assessment,
  - c. Elements of Risk Assessment,
    - i. Scope of assessment,
    - ii. Risks Identified,
    - iii. Risk Analysis,
    - iv. Risk Evaluation,
    - v. Risk Treatment (safe working procedures)
    - vi. Monitoring and reviewing,
3. Resources,
  - a. Health and Safety Staffing Organogram,
  - b. Supervisors, Inspectors and Issuers,

- c. Employees,
- d. Subcontractors inclusive of their scope of work and their core resources,
- e. Training,
- f. Plant,
- g. Vehicles,
- h. Equipment
4. Materials,
  - a. Temporary Materials
  - b. Permanent Materials
5. Categories of Work
6. Implementation of Health and Safety Plan,
  - a. Administrative systems,
  - b. Training,
  - c. Reporting,
  - d. Monitoring,
  - e. Inspections,
7. Auditing,
  - a. Internal audits,
  - b. Follow-up audits,
8. Financial Aspects,
9. Emergency procedures and response

### **8.3 Risk Assessment**

#### **8.3.1 General**

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

A suitable and sufficient risk assessment is an assessment which:

- Accounts for risks that are likely to arise during the construction of the Works,
- Enables the development and implementation of systems to manage the risks,
- Remains valid for a reasonable period of time,
- Provides a basis for training of employees, and

- Improves working procedures and introduce long term controls.

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

The objectives of risk assessments are to:

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

### 8.3.2 Forms of Risk Assessment

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

#### 8.3.2.1 Activity based risk assessment

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

#### 8.3.2.2 Issue based risk assessments

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

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

### 8.3.2.3 Continuous risk assessments

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

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

### 8.3.3 Methodology for the Preparation of Risk Assessments

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

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

### 8.3.4 Elements of a Risk Assessment

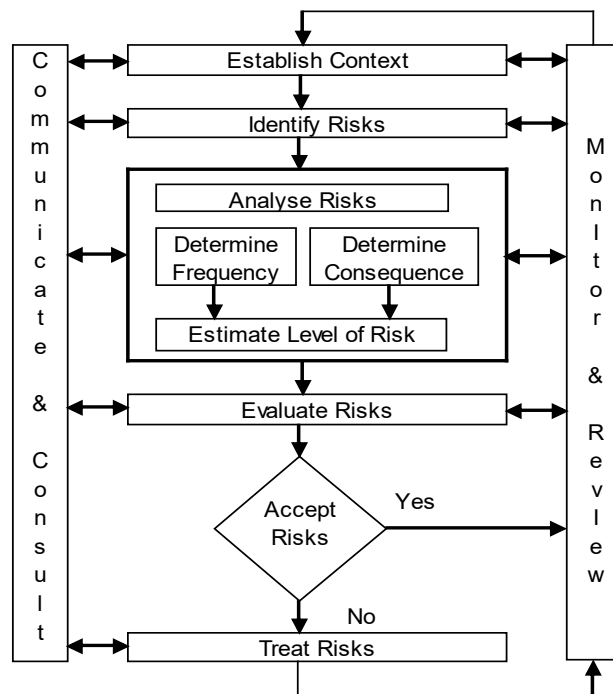
The process of carrying out a risk assessment consists of a number of well-defined steps. These steps improve decision-making by providing a greater understanding of the risks and their impacts.

The main steps or elements of the risk assessment process are as follows:

- 1) Consider scope and nature of risks involved, determine purpose and physical and legal bounds of assessment and define risk evaluating criteria,
- 2) Systematically identify risks,
- 3) Analyse risks with regard to causes, likelihood of occurrence and possible consequences against the background of existing controls and its effectiveness,
- 4) Evaluate risks in terms of pre-established criteria to determine need and priority for attention,

- 5) Treat risks through a process of risk elimination, substitution, controlling risk at source, risk mitigation such as training and as far as risk remains, provide personal protective equipment (PPE),
- 6) Monitor and review progress and performance in terms of management system, and
- 7) Communicate and consult.

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



**Figure 1: Risk Management Process**

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

#### 8.3.4.1 Risk Identification

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

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

- i) Systematically address all risks or hazards on the Works,
- ii) Review all aspects of the work, but consider only those that have a potential to cause harm,

Contract: HHS 2023/24 the appointment of a Contractor for Site Clearance of the area at Pienaarspoort Ext. 15, 22, 23 and 25 for a period of 6 months.

Part C3: Scope of Work

Section C3.5: Health and Safety Specification

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- iii) Rank the risks identified in order of importance and then use appropriately advanced techniques to deal with major risks,
- iv) Deal mainly with major risks and don't obscure these with unimportant information, especially minor risks,
- v) Address what actually happens in the workplace during the work activity
- vi) Consider all persons that may be affected,
- vii) Highlight those groups and individuals who may particularly be at risk, and
- viii) Review the adequacy and effectiveness of existing safety controls and measures

### 8.3.4.2 Risk Analysis

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

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

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

**Figure 2: Compounded Risk Matrix**

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

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

### 8.3.4.3 Risk Evaluation

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

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

#### 8.3.4.4. Risk Treatment

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

### 8.3.5 Reporting and Recording of Risks

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

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

- Review effectiveness of existing safety measures to control risks, and
- Implementation of program of selected treatments (including controls to manage unacceptably high risks).

### **8.3.6 Monitoring and Review**

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

### **8.3.7 Communication and Consultation**

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

## **8.4 Resources**

### **8.4.1 General**

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

### **3.4.2 Employees**

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

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

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

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

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

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

#### **8.4.3. Competencies**

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

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

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

#### **8.4.5 Subcontractors**

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

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

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

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

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

### **8.6 Structures**

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

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

### **8.7 Construction vehicles and mobile plant**

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

- How he intends ensuring that construction vehicles and mobile plant are:
  - Of acceptable design and construction,
  - Maintained and in good working order,
  - Used according to design specifications, and
  - Are protected from falling into excavations, water or areas lower than the working surfaces,
- How he intends ensuring that workers are competent, authorised and physically fit to operate construction vehicles and mobile plant,

- What traffic arrangements and safety precautions will be implemented to ensure safe operation of construction vehicles and mobile plant on the Works,
- How he intends to comply with the National Road Traffic Act 1996, and
- How he intends safeguarding employees against construction vehicles and mobile plant moving on the construction site.

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

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

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

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

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

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

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

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

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

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

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

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

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

### **8.11 Fire precaution on construction sites**

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

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

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

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

### **8.12 Construction employees' facilities**

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

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

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

- How will the Principal Contractor establish the amount of facilities required for employees to shower, change, eat and attend to sanitary needs
- What measures will the employer take to house employees on site who lives far from their residences or for the provision of transport?

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

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

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

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

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

#### **8.16.2. Display of substituted notices and Signs**

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

<b>Area/Activity where construction sign is needed</b>	<b>Notice or sign required in</b>
Display of notices and signs	General Safety Regulation 2b
Entry	General Safety Regulation 2 (c)
First Aid box	General Safety Regulation 3 (6)
Toilets and Change rooms	Facilities Regulation 2(5).4 (2) (f)
Hazardous and Chemical Storage area	General Safety Regulation 4 (8) (i) and (ii)
Machinery	General Machinery Regulation 9

Prohibition of smoking and eating or drinking at workplaces where high risk substances are stored or handled	Facilities Regulation 7
--	-------------------------

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

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

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

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

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

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

### **8.16.5 Ladders**

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

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

### **8.16.6. Environmental Conditions**

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

- Thermal requirements,
- Lighting,
- Windows,
- Ventilation,
- Housekeeping,
- Noise and hearing conservation,

- Precautions against flooding, and
- Fire precautions and means of egress.

### **8.16.7. Hazardous Chemical Substances**

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

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

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

## **8.14 Implementation of Contractors' Health and Safety Plan**

### **8.17.1. General**

The Principal Contractor shall describe in his Health and Safety Plan how he intends implementing his OHS plan.

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

The Principal Contractor shall indicate:

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

### **8.17.2 Administrative Requirements**

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

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

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

#### **8.17.3. Incident Reporting, Investigation and Recording**

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

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

#### **8.17.4. Training**

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

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

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

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

#### **8.17.4.1. General induction Training**

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

#### **8.17.4.2. Site Specific Induction Training**

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

#### **8.17.4.3. Other Training**

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

#### **8.17.4.4. Awareness and Promotion**

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

- Toolbox Talks
- Posters

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

#### **8.15 Safety Meetings**

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

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

#### **8.16 Occupational Health and Safety Committees**

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

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

- Opening and Welcome
- Members present, apologies and absent
- Minutes of previous meeting
- Matters arising from the previous meeting
- Safety Representatives inspection reports
- Incident and/or accident investigation reports

- Incident, accident and /or injury statistics
- Audit feedback
- Medical surveillance
- Endorsement of legal OHS registers and other statutory documents by a duly authorized representative of the principal contractor
- General
- Close and next meeting

### **8.17        *Inspections and Monitoring***

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

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

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

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

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

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

- The Client or Safety Agent,
- Department of Labour Inspector or any authorized person appointed by the Minister as Chief Inspector or his representative.

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

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

### **8.18        *Auditing***

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### **8.21.1. Internal Audits**

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

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

### **8.21.2. Audits by Client or Safety Agent**

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

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

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

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

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

## **9. ANNEXURE**

### **9.1 LEGAL APPOINTMENTS**

**See principal contractor safety file for all legal appointments.**

**9.2 Identified Hazards**

In terms of Regulation 9 (1) (a) of the Construction Regulations 2014 the following hazards anticipated with the scope of work have been identified.

**NOTE:** The list of potential hazards is by no means intended to be all inclusive and is not limited to this list, and it remains the responsibility of the Contractor to identify all possible hazards with regards to his scope of work and to put measures in place to mitigate, reduce or control these hazards.

**RISK RATING AND ABBREVIATIONS:**

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

**RISKS CONSEQUENCES AND PROBABILITY:**

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

Contract: HHS 2023/24 the appointment of a Contractor for Site Clearance of the area at Pienaarspoort Ext. 15, 22, 23 and 25 for a period of 6 months.

Part C3: Scope of Work  
 Section C3.5: Health and Safety Specification

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

Contract: HHS 2023/24 the appointment of a Contractor for Site Clearance of the area at Pienaarspoort Ext. 15, 22, 23 and 25 for a period of 6 months.

Part C3: Scope of Work  
Section C3.5: Health and Safety Specification

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**9.3 MANDATORY AGREEMENT (SECTION 37.2)**







ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE



OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 BETWEEN



THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY



(Hereinafter referred to as the "CLIENT")



AND





.....

\_\_\_\_\_



Herein represented by ..... in



his/her capacity as ..... duly



authorised by virtue of a resolution dated .....



Attached hereto as Annexure A of the said .....



(Hereinafter referred to as the "CONTRACTOR").





WHEREAS the CONTRACTOR is the mandatory of the CLIENT as contemplated in an agreement in



respect of



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Contract number



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AND WHEREAS section 37 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993,



hereinafter referred to as the "ACT"), imposes certain powers and duties upon the CLIENT.





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



ACT.





NOW THEREFORE the parties agree as follows:





1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the



CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms



thereof.





2. The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed



in terms of the ACT and Regulations will be fully complied with: Provided that should the CLIENT



prescribe certain arrangements and procedures, that same shall be observed and adhered to by the



CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting



himself/herself/itself with such arrangements and procedures.





3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant



duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and



Regulations and the CONTRACTOR expressly absolves the CLIENT from itself being obliged to



comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures as the



case may be.





4. The CONTRACTOR agrees that any duly authorised officials of the CLIENT shall be entitled,



although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has



complied with this undertaking as more fully set out in paragraphs 1 and 2 above, which steps may



include, but shall not be limited to remedy the default of the CONTRACTOR at the cost of the



CONTRACTOR.





5. The CONTRACTOR shall be obliged to report forthwith to the CLIENT any investigation,



complaint or criminal charge which may arise as a consequence of the provisions of the ACT and



Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand,



provide full details in writing of such investigation, complaint or criminal charge as the case may be.























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



20 .....









AS WITNESSES:







1. ....





2. ....



SIGNATURE





.....

\_\_\_\_\_

NAME AND SURNAME







.....

\_\_\_\_\_

CAPACITY







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





..... day of ..... 20 .....





AS WITNESSES:







1. ....





2. ....





.....

\_\_\_\_\_

SIGNATURE



.....

\_\_\_\_\_

NAME AND SURNAME





.....

\_\_\_\_\_

CAPACITY









**9.4 ACKNOWLEDGEMENT OF RECEIPT OHS SPECIFICATION**











**Acknowledgement of receipt of OHS Specification:**







Name of Designer/Contractor



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I, the undersigned, hereby acknowledge that I have obtained copies of OHS Specification and confirm



full compliance to the conclusion of project or construction work.



Signed at .....on this ..... Day of.....20.....











Signature of Designer /Contractor Manager

Date





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Signature of Contractor Supervisor

Date





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Witness 1 .....

Witness 2 .....



Contract: HHS 01 2023/24 Tender for the appointment of a Contractor for Site Clearance of the area at Pienaarspoort Ext. 15, 22, 23 and 25 for a period of 6 months.  
Part C4: Site Information

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CITY OF TSHWANE  
HUMAN SETTLEMENTS

CONTRACT NO: HHS 2023/24

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR SITE CLEARANCE OF THE AREA AT PIENAARSPOORT EXT. 15, 22, 23 AND 25 FOR A PERIOD OF 6 MONTHS.

## **PART C4      SITE INFORMATION**

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CITY OF TSHWANE

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## HUMAN SETTLEMENTS

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CONTRACT NO: HHS 01 - 2023/24

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TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR SITE CLEARANCE OF THE AREA



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AT PIENAARSPORT EXT. 15, 22, 23 AND 25 FOR A PERIOD OF 6 MONTHS.

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**C4.1 LOCALITY PLAN**

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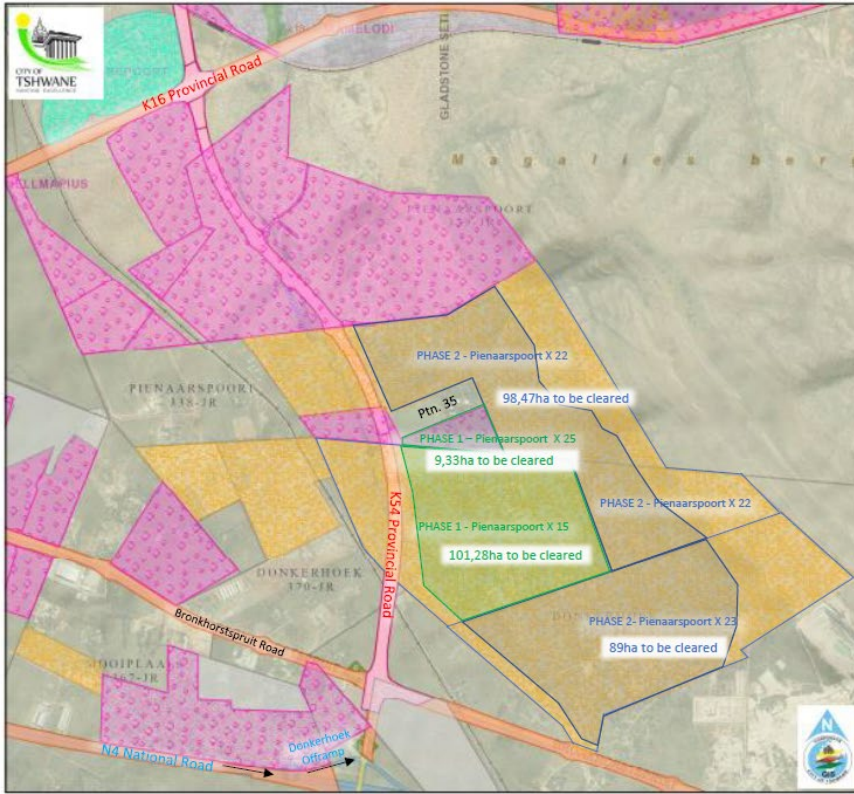
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### PIENAARSPOORT x 15, 22, 22 & 23

**Legend**

**Points of Interest**

- Shopping Centre
- Social Service
- Hotel & Lodges
- Police Station
- Emergency Services
- Clinic
- Hospital
- Primary School
- Secondary School
- Tertiary Education
- Post Office
- Library
- Animal Welfare
- Places of Interest
- Court
- Tourism Information
- Municipal
- Government Department
- Foreign Representation
- Societies, Institutes
- Theatre
- Cinema
- Casino
- Museum
- Art Gallery
- Park
- Nature Conservation
- Resort
- Caravan Park
- Swimming Pool
- Ice Rink
- Cemetery
- Place of Worship
- Refuse Site
- Sport
- Stadium
- Toll Gate
- E-Toll
- Airport

**Base map**

- Tshwane Regions
- Wards
- Municipal Boundary
- Suburb Boundary
- Farm Boundary
- Open Space
- Dam
- River
- Freeway
- Main Road
- Street
- Main Railway
- Gautrain

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 Date: 2022/12/07

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## Site Description and Locality

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**PROPOSED TOWNSHIPS PIENAARSPORT EXTENSION 15, 22, 23 AND 25**

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Proposed Pienaarspoort Ext. 15
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PORTION 28, 29, 36 AND 39 OF THE FARM DONKERHOEK 365-J.R
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Proposed Pienaarspoort Ext. 22
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THE REMAINDER OF PORTION 29, 30, 31, 32, 36, 37, 38, 39, 40, 41, 42,
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	43, 44 OF THE FARM PIENAARSPORT 339-J.R, THE REMAINDER OF
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	PORTION 17, PORTION 37, THE REMAINDER OF PORTION 38 AND
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	PORTION 192 OF THE FARM DONKERHOEK 365-J.R.
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Proposed Pienaarspoort Ext. 23
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PORTION 106, 107 AND THE REMAINDER OF PORTION 5 OF THE
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	FARM DONKERHOEK 365-J.R
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Proposed Pienaarspoort Ext. 25 (previously	PORTION 33 AND 34 OF THE FARM PIENAARSPOORT 339-J.R.
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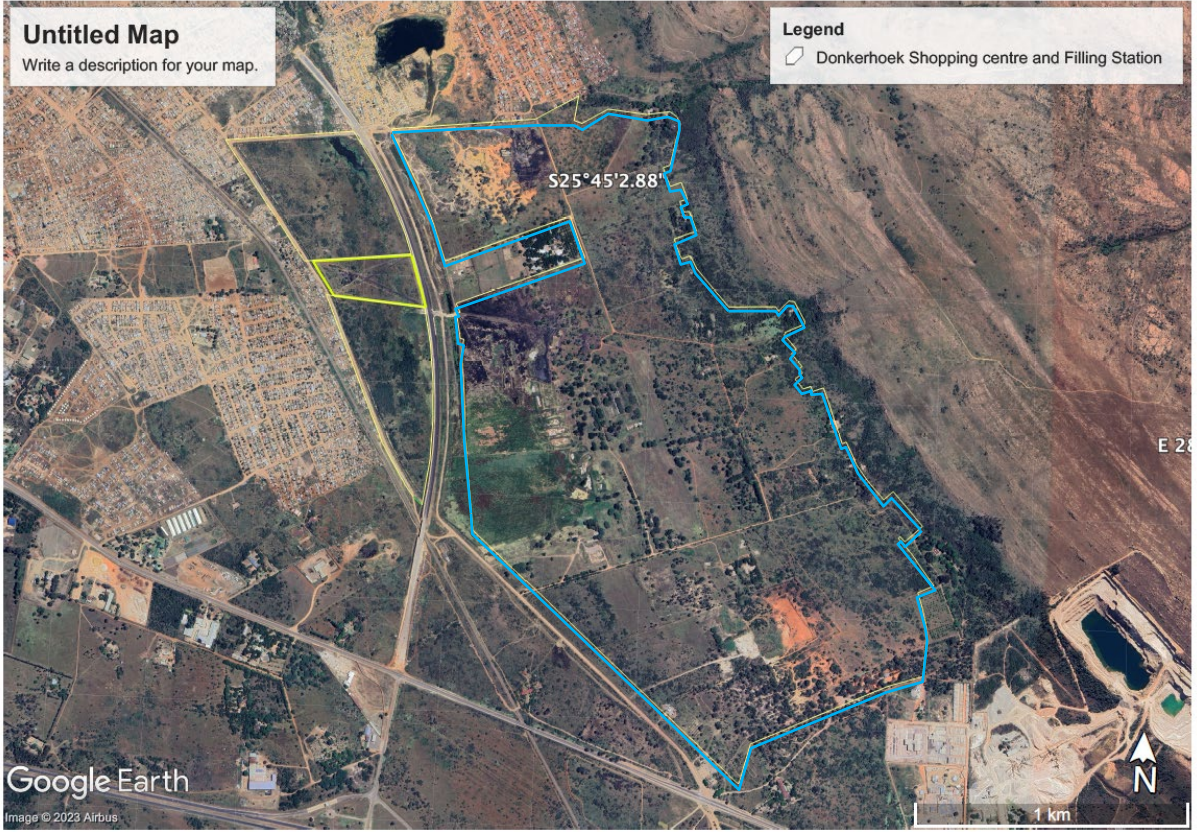
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part of Ext.16)	
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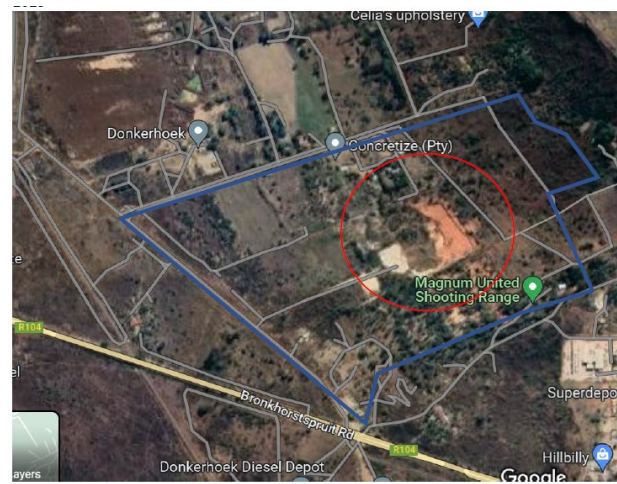


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**PROPERTY INFORMATION :**



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**Address**

Not specified

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**Erf Number**

PORTION 28, 29, 36 AND 39 OF THE FARM

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DONKERHOEK 365-J.R. (proposed Pienaarspoort Ext.

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15), THE REMAINDER OF PORTION 29, 30, 31, 32, 36,

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37, 38, 39, 40, 41, 42, 43, 44 OF THE FARM

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PIENAARSPORT 339-J.R, THE REMAINDER OF

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PORTION 17, PORTION 37, THE REMAINDER OF

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PORTION 38 AND PORTION 192 OF THE FARM

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DONKERHOEK 365-J.R. (proposed Pienaarspoort Ext.

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22), PORTION 106, 107 AND THE REMAINDER OF

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PORTION 5 OF THE FARM DONKERHOEK 365-

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AND 34 OF THE FARM PIENAARSPORT 339-J.R.

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(proposed Pienaarspoort Ext. 25)

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**Erf Size**

Area to be cleared and rehabilitated:

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Phase 1:

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Pienaarspoort Ext. 15 (101,28ha)

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Pienaarspoort Ext. 25 (9,33ha)

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Phase 2:

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Pienaarspoort Ext. 22 (98,47ha)

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Pienaarspoort Ext. 23 (89ha)

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**Region**

City of Tshwane – Region 5

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**Zoning**

“Undetermined” in terms of Tshwane Town Planning



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Scheme, 2014 (revised 2018)

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**Usage**

Vacant land to be used for residential purposes



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**Coordinates**

Latitude

25.757623

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Longitude

28.439008

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**BUILDING DETAILS**

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**Number of Buildings / Structures**

N/a

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**Cumulative Building Area**

N/a

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**Building Complexity (SACAP Idow)**

N/a

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**Class of Occupancy (SANS 10400)**

N/a

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**LAYOUT PLAN - PIENAARSPORT EXTENSION 22**



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**LAYOUT PLAN - PIENAARSPORT EXTENSION 23**



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**LAYOUT PLAN - PIENAARSPORT EXTENSION 25**



PROPOSED TOWNSHIP LAYOUT PLAN  
**PIENAARSPORT EXTENSION 15**  
 SITUATED ON:  
 HOLDING 28, 29, 36 AND 39.  
 DONKERHOEK No. 365-JR

PLAN NUMBER	CPD/PPT15/06
DATE	2018-03-02
LOCAL AUTHORITY	CITY OF TSHWANE METROPOLITAN MUNICIPALITY



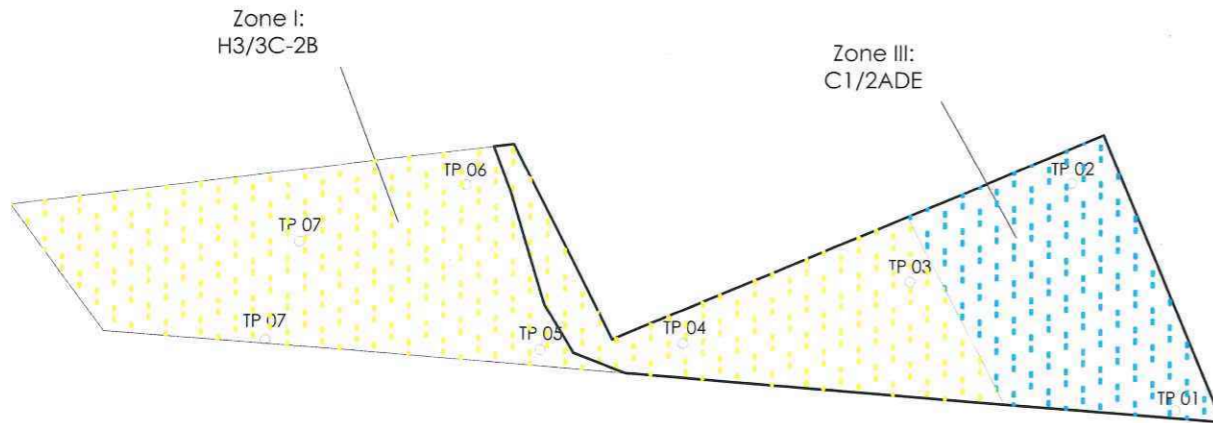
<b>FLOOD LINE:</b> The contours on this layout are in accordance with the requirements of Regulation 18(1) of the Town-Planning and Town-Improvement Ordinance, 1986 (Ordinance 19 of 1986). The contour survey was compiled by: <b>W. Eng 595052</b> , Reg. nr. 19/3/18 Date	<b>CONTOURS:</b> The contours on this layout are in accordance with the requirements of Regulation 18(1) of the Town-Planning and Town-Improvement Ordinance, 1986 (Ordinance 19 of 1986). The contour survey was compiled by: <b>W. Eng 595052</b> , Reg. nr. 19/3/18 Date
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LAND SURVEYORS : André van der Wall



PROPERTY DESCRIPTION	SIZE IN M <sup>2</sup>
ERF 1112	2252
ERF 1109	1407
ERF 814	3318
ERF 803	326
ERF 757	737
ERF 752	258
ERF 751	328
ERF 750	328
ERF 749	439
ERF 748	439
ERF 747	439
ERF 746	439
ERF 745	439
ERF 744	439
ERF 743	439
ERF 742	439
ERF 741	439
ERF 740	439
ERF 739	439
ERF 738	439
ERF 737	439
ERF 736	439
ERF 735	439
ERF 734	439
ERF 733	439
ERF 732	439
ERF 731	439
ERF 730	439
ERF 729	439
ERF 728	439
ERF 727	439
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GEOTECHNICAL MAP; Scale 1:5 000



GEOTECHNICAL TABLE

RESIDENTIAL SITE CLASS DESIGNATIONS (SAICE, 1995)					
SITE CLASS	ESTIMATED TOTAL SETTLEMENT (MM)	CHARACTER OF FOUNDING MATERIAL	EXPECTED RANGE OF TOTAL SOIL MOVEMENTS (MM)	ASSUMED DIFFERENTIAL MOVEMENT (% OF TOTAL)	TYPICAL FOUNDATION MATERIAL
H3	<30	EXPANSIVE SOILS	<30	50%	Fine-grained soils with moderate to very high plasticity (clays, silty clays, clayey silts and sandy clays)
C1	5-10	COMPRESSIBLE AND POTENTIALLY COLLAPSIBLE SOILS	5.0-10	75%	Silty sands, sands, sandy and gravelly soils

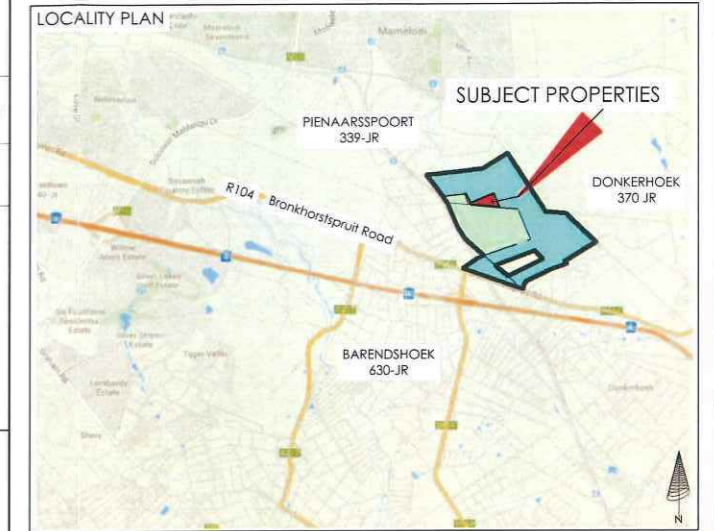
PREPARED BY: J LOUIS VAN ROOY, Engineering Geologist

CERTIFIED

PROPOSED TOWNSHIP LAYOUT PLAN  
PIENAARSPORT EXTENSION 25

SITUATED ON:  
PORTION 33 AND 34 OF THE FARM PIENAARSPORT No. 339-JR

PLAN NUMBER	CPD/PPTX25/01
DATE	2021-05-17
LOCAL AUTHORITY	CITY OF TSHWANE METROPOLITAN MUNICIPALITY



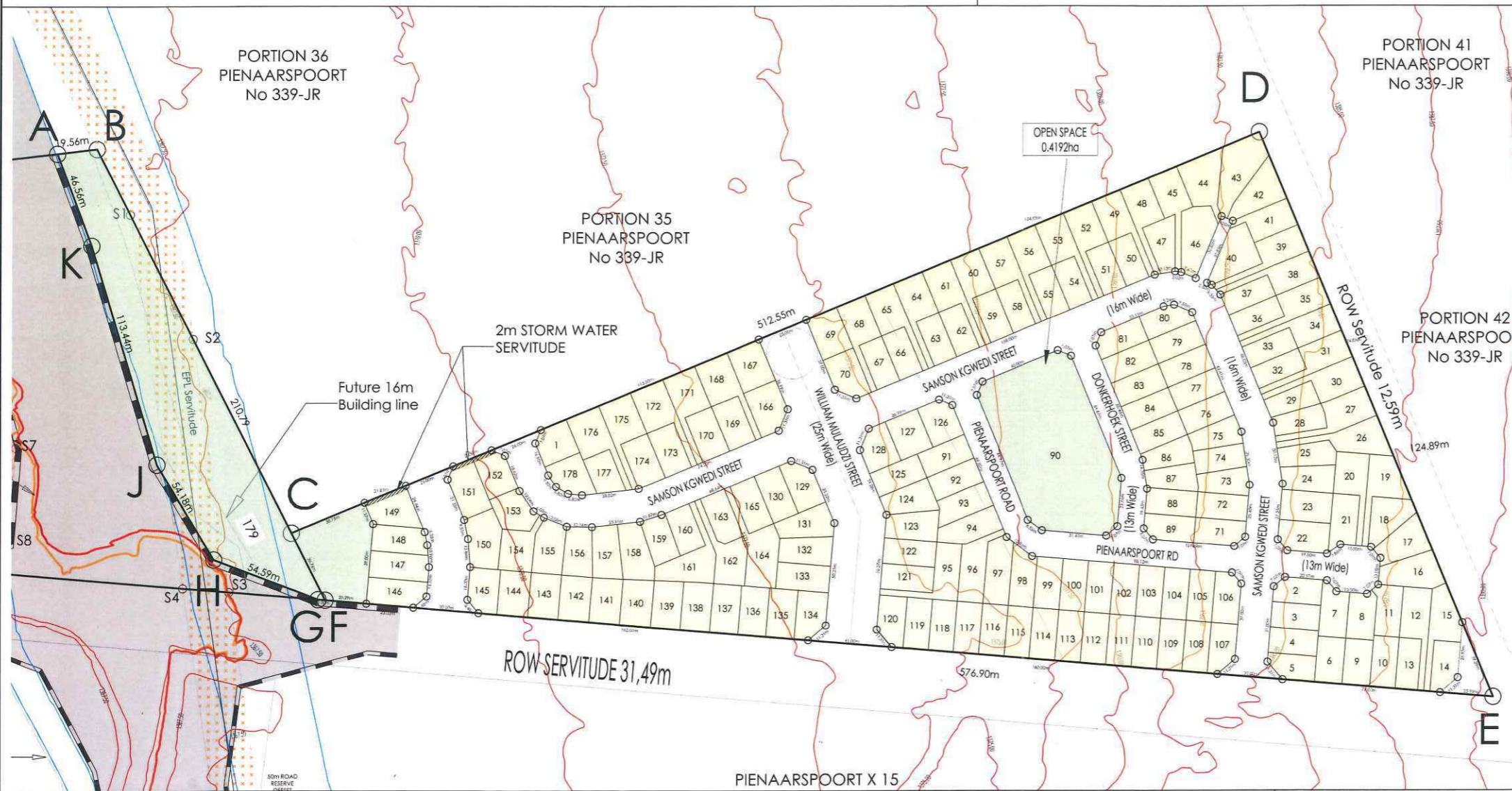
**FLOOD LINE:**  
This is to certify that in accordance with clause 144 of the National Water Act, 1956 (Act No. 108 of 1956), that the township is affected by a flood line with a frequency of 1 in every 10 years as indicated on this plan.  
Date: 19/3/18  
Eng: W. S. SODSA  
Reg. nr. 950052  
LAND SURVEYORS: André van der Walt

**CONTOURS:**  
The contours on this layout is in accordance with the requirements of Regulation 18(1) of the Town Planning and Townships Ordinance, 1986 (Ordinance 12 of 1986). This contour survey was completed by:  
LAND SURVEYORS: André van der Walt

LAND USE TABLE:

ERF NUMBER	PROPOSED ZONING	NUMBER OF ERVEN	PERMISSIBLE LAND USE	MINIMUM SIZE OF ERF	RULING SIZE OF ERF	AREA (HECTARES)	% OF TOWNSHIP
1-99, 91-178	Residential 1	177	Dwelling house	300m <sup>2</sup>	330m <sup>2</sup>	6.0684	65.1%
90 and 179	Public open space	2	As per Scheme	NA	NA	1.3242	14.2%
	Proposed Street and Widening	NA	Proposed Street and Widening	NA	NA	1.9334m	20.7%
<b>TOTAL</b>	<b>NA</b>	<b>179</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>9.3260</b>	<b>100%</b>
<b>TOTAL NUMBER OF ERVEN</b>							<b>179</b>
<b>TOTAL LENGTH OF STREETS</b>							<b>±712m</b>

- NOTES:
- FIGURE A, B, C, D, E, F, G, H, J, K AND A DENOTES THE PROPOSED TOWNSHIP BOUNDARY ON A PART OF PORTIONS 33 AND 34 OF THE FARM PIENAARSPORT, No 339-JR, MEASURING APPROXIMATELY 9.3260 HECTARES IN EXTENT.
  - FIGURE A, B, F, H, J, K AND A DENOTES A PART OF PORTION 33 OF THE FARM PIENAARSPORT, No 339-JR, MEASURING APPROXIMATELY 0.7745 HECTARES IN EXTENT.
  - FIGURE C, D, E, F AND C DENOTES PORTION 34 OF THE FARM PIENAARSPORT, No 339-JR, MEASURING APPROXIMATELY 8.5515 HECTARES IN EXTENT, IN TERMS OF TITLE DEED NO T37292/2014
  - FIGURE S1, S2, S3, S4 AND S1 REPRESENTS AN EXISTING ELECTRICAL POWER LINE SERVITUDE, ±22 METERS WIDE IN FAVOUR OF Eskom VIDE SG DIAGRAM No. K2006/19835.
  - THE LINE REPRESENTS A LINE OF NO ACCESS.
  - NO INGRESS FROM ROAD K54 TO ERF 197 AND NO EGRESS TO ROAD K54 FROM ERF 197 SHALL BE ALLOWED, UNLESS APPROVED IN WRITING BY THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT.
  - ROAD RESERVE
  - FUTURE K54 ROAD
  - ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY



FLOOD LINE KEYS:

	CURRENT FLOOD LINES
	1:50 and 1:100 YEAR FLOOD LINE
	REVISE FLOOD LINES
	1:100 Year Flood line In terms of stormwater management plan

- LIST OF SERVITUDES:
- ERF 149 - 2m Right of Way Servitude on Northern Boundary.
  - ERF 151 - 2m Right of Way Servitude on Northern Boundary.
  - ERF 152 - 2m Right of Way Serv

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SCALE 1:1 750

306 Mole Street  
Newport Middelburg  
Pretoria East

Tel: (012) 346-3735  
Fax: (012) 346-4217  
Email: info@origin.co.za

P.O. Box 2142  
Brooklyn Square  
2025

DESIGN:  
DRAFTING:  
TOWN PLANNER  
L. MAKKINK

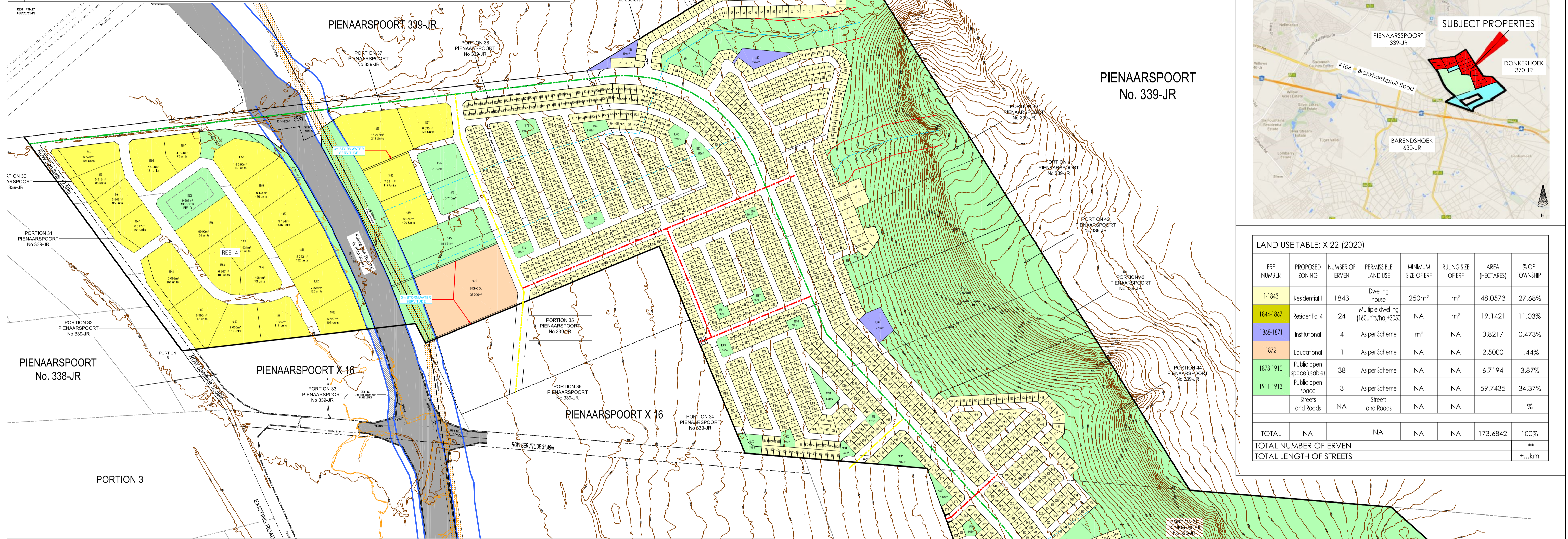
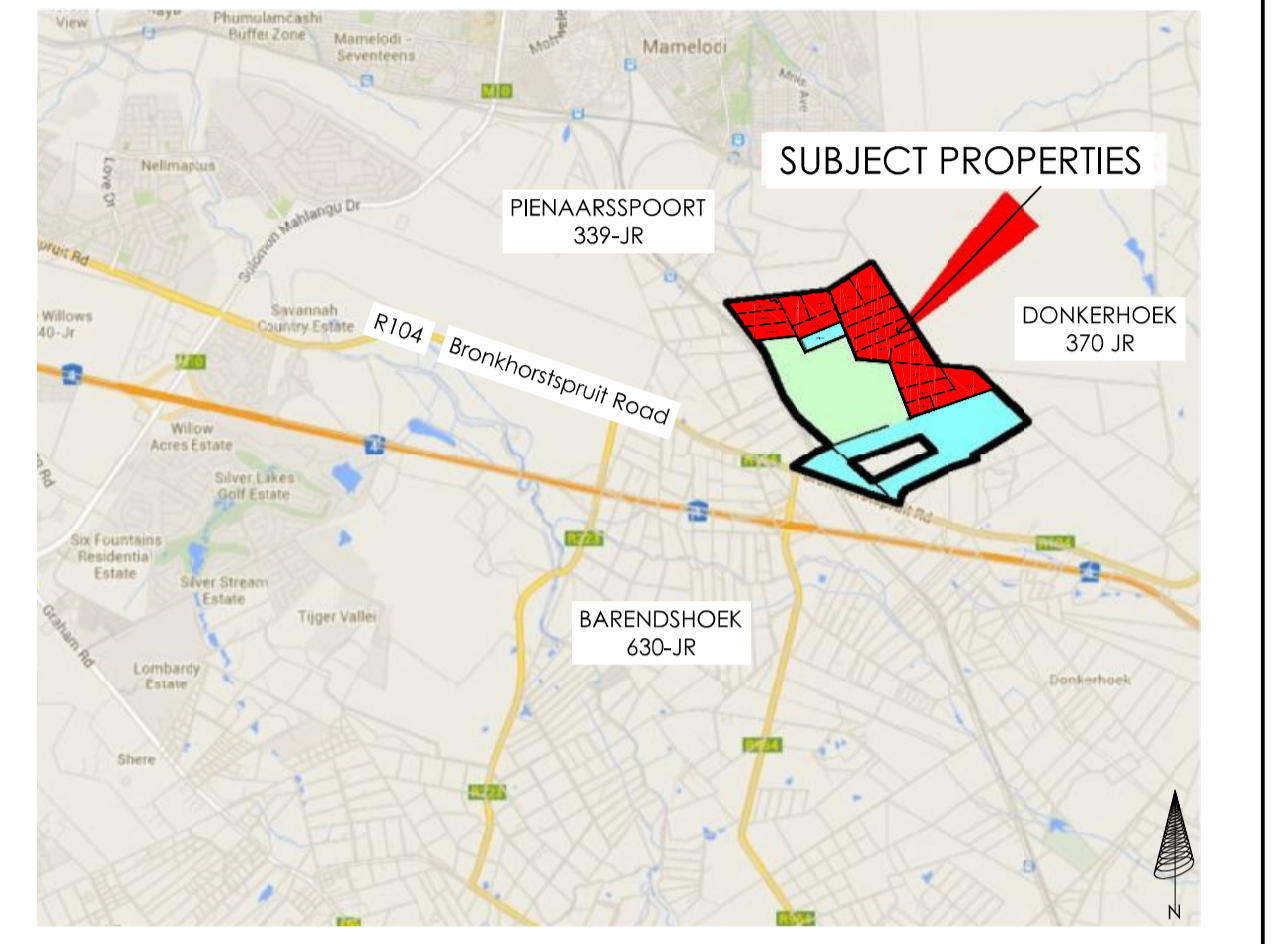
**NOTES:**

- FIGURE A, B, C, D, E, F, G, H, J, K, L, M, N AND A DENOTES THE PROPOSED TOWNSHIP BOUNDARY ON REMAINDER OF PORTION 29, PORTION 30, PORTION 31, PORTION 32, PORTION 36, PORTION 37, PORTION 38, PORTION 39, PORTION 40, PORTION 41, PORTION 42, PORTION 43, REMAINDER OF PORTION 44 OF THE FARM PIENAARSPOORT 339-JR, REMAINDER OF PORTION 17 OF THE FARM PIENAARSPOORT 339-JR, MEASURING APPROXIMATELY 173,684 HECTARES IN EXTENT.
- FIGURE A1, C1, C1, B1 AND A1 DENOTES THE REMAINDER OF PORTION 29 OF THE FARM PIENAARSPOORT, NO 339-JR, MEASURING 12,3807 HECTARES IN EXTENT, IN TERMS OF TITLED EED NO
- FIGURE A5, A5, A2, A1 AND A DENOTES PORTION 30 OF THE FARM PIENAARSPOORT, NO 339-JR, MEASURING 8,5653 HECTARES IN EXTENT, IN TERMS OF TITLED EED NO
- FIGURE A1, A2, A3 AND A1 DENOTES PORTION 31 OF THE FARM PIENAARSPOORT, NO 339-JR, MEASURING 8,5653 HECTARES IN EXTENT, IN TERMS OF TITLED EED NO
- FIGURE A3, A4, N, O AND A3 DENOTES PORTION 32 OF THE FARM PIENAARSPOORT, NO 339-JR, MEASURING 8,5653 HECTARES IN EXTENT, IN TERMS OF TITLED EED NO
- FIGURE A6, A9, I AND A6 DENOTES PORTION 36 OF THE FARM PIENAARSPOORT, NO 339-JR, MEASURING 8,5653 HECTARES IN EXTENT, IN TERMS OF TITLED EED NO
- FIGURE A5, A7, AB, A6 AND A5 DENOTES PORTION 37 OF THE FARM PIENAARSPOORT, NO 339-JR, MEASURING 8,5653 HECTARES IN EXTENT, IN TERMS OF TITLED EED NO
- FIGURE A7, B, A9, AB AND A7 DENOTES PORTION 38 OF THE FARM PIENAARSPOORT, NO 339-JR, MEASURING 8,5653 HECTARES IN EXTENT, IN TERMS OF TITLED EED NO
- FIGURE B, A10, A11, A12 AND B DENOTES PORTION 39 OF THE FARM PIENAARSPOORT, NO 339-JR, MEASURING 10,2602 HECTARES IN EXTENT, IN TERMS OF TITLED EED NO
- FIGURE A12, A13, A15, A14 AND A12 DENOTES PORTION 40 OF THE FARM PIENAARSPOORT, NO 339-JR, MEASURING 11,1366 HECTARES IN EXTENT, IN TERMS OF TITLED EED NO
- FIGURE A14, A15, A17, A16 AND A14 DENOTES PORTION 41 OF THE FARM PIENAARSPOORT, NO 339-JR, MEASURING 10,7047 HECTARES IN EXTENT, IN TERMS OF TITLED EED NO
- FIGURE A, A10, A11, A12 AND B DENOTES PORTION 39 OF THE FARM PIENAARSPOORT, NO 339-JR, MEASURING 10,2602 HECTARES IN EXTENT, IN TERMS OF TITLED EED NO
- FIGURE A18, A19, A21, A20, J, K AND A18 DENOTES PORTION 43 OF THE FARM PIENAARSPOORT, NO 339-JR, MEASURING 11,1366 HECTARES IN EXTENT, IN TERMS OF TITLED EED NO
- FIGURE A20, A21, E, J AND A20 DENOTES THE REMAINDER OF PORTION 44 OF THE FARM PIENAARSPOORT, NO 339-JR, MEASURING 10,8482 HECTARES IN EXTENT, IN TERMS OF TITLED EED NO
- FIGURE J, E, A22, A24, A23 AND J DENOTES PORTION 37 OF THE FARM DONKERHOEK, NO 365-JR, MEASURING 12,6985 HECTARES IN EXTENT, IN TERMS OF TITLED EED NO
- FIGURE A23, A24, A26, A25 AND A23 DENOTES PORTION 17 OF THE FARM DONKERHOEK, NO 365-JR, MEASURING 2,7947 HECTARES IN EXTENT, IN TERMS OF TITLED EED NO
- FIGURE A25, A27, A28, H AND A25 DENOTES THE REMAINDER OF PORTION 38 OF THE FARM DONKERHOEK, NO 339-JR, MEASURING 5,0082 HECTARES IN EXTENT, IN TERMS OF TITLED EED NO
- FIGURE A22, F, G, A28, A27, A26 AND A22 DENOTES PORTION 192 OF THE FARM DONKERHOEK, NO 365-JR, MEASURING 10,2602 HECTARES IN EXTENT, IN TERMS OF TITLED EED NO
- THE LINE REPRESENTS A LINE OF NO ACCESS.
- ROAD RESERVE (12,59m Wide on western side of portion 30, 31 and 32 Pienaarspoort, No 339-JR)
- FUTURE K54 ROAD
- EXISTING ELECTRICAL POWER LINE SERVITUDE (22m Wide)
- ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY

- LIST OF SERVITUDES:**
- 3m Stormwater Servitude along Northern Boundary of ERF 1865 and 1872.
  - 3m Stormwater Servitude along Southern Boundary of ERF 1872.

PROPOSED TOWNSHIP LAYOUT PLAN  
**PIENAARSPOORT EXTENSION 22**  
 SITUATED ON:  
 Remainder of Portion 29, Portion 30, Portion 31, Portion 32, Portion 36, Portion 37, Portion 38, Portion 39, Portion 40, Portion 41, Portion 42, Portion 43, Remainder of Portion 44 of the farm PIENAARSPOORT 339-JR, Remainder of Portion 17, Portion 37, Remainder of Portion 38 and Portion 192 of the farm DONKERHOEK 365-JR

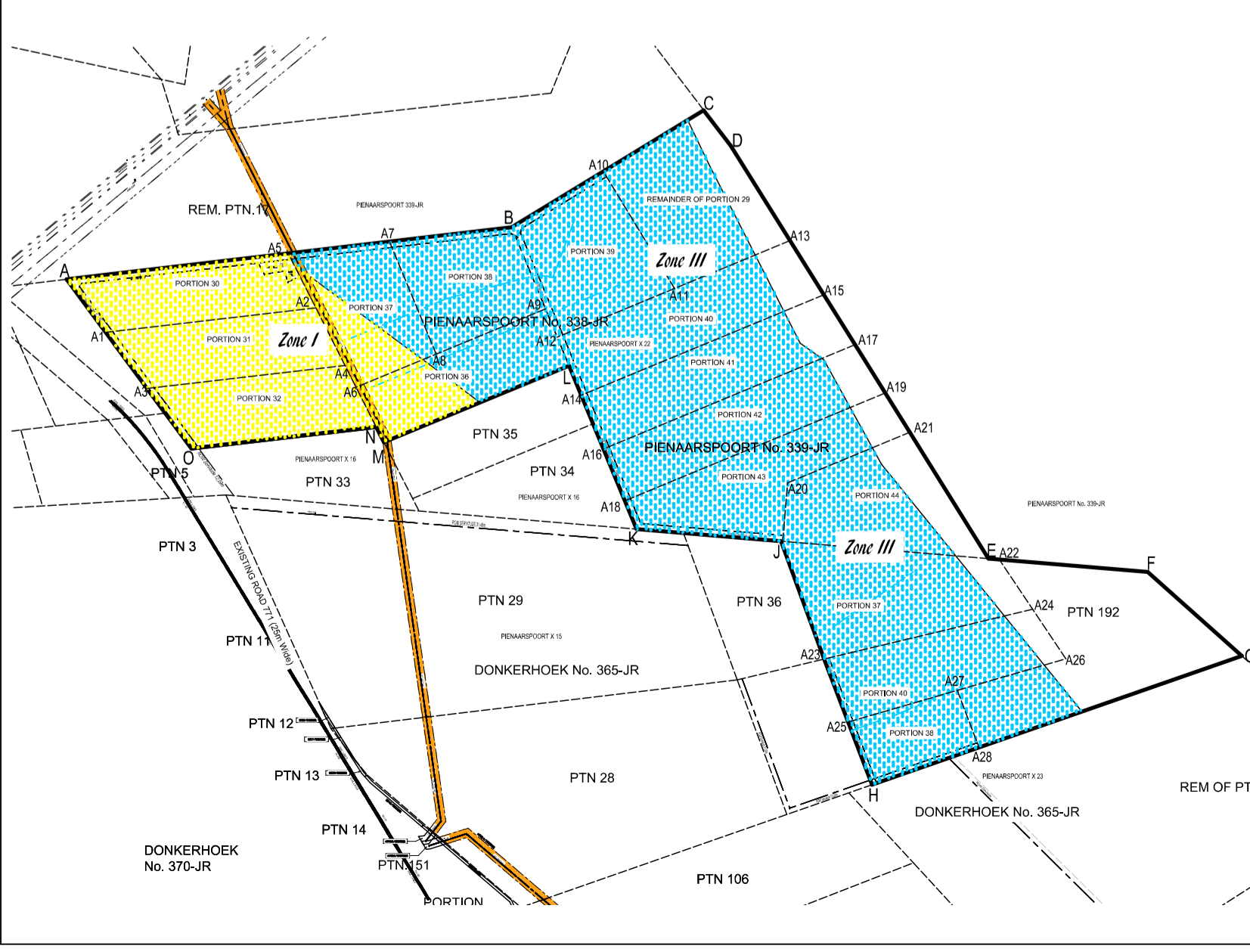
PLAN NUMBER	CPD/PPTX
DATE	2020-03-04
LOCAL AUTHORITY	CITY OF TSHWANE METROPOLITAN MUNICIPALITY



**LAND USE TABLE: X 22 (2020)**

ERF NUMBER	PROPOSED ZONING	NUMBER OF ERVEN	PERMISSIBLE LAND USE	MINIMUM SIZE OF ERF	RULING SIDE OF ERF	AREA (HECTARES)	% OF TOWNSHIP
1-1843	Residential 1	1843	Dwelling house	250m²	m²	48.0573	27.68%
1844-1847	Residential 4	24	Multiple dwelling (60units/nat)±3050	NA	m²	19.1421	11.03%
1868-1871	Institutional	4	As per Scheme	m²	NA	0.8217	0.473%
1872	Educational	1	As per Scheme	NA	NA	2.5000	1.44%
1873-1910	Public open space (usable)	38	As per Scheme	NA	NA	6.7194	3.87%
1911-1913	Public open space (streets and roads)	3	As per Scheme	NA	NA	59.7435	34.37%
TOTAL	NA	-	NA	NA	NA	173.6842	100%
TOTAL NUMBER OF ERVEN							**
TOTAL LENGTH OF STREETS							±.km

**EXISTING SERVITUDES and GEOTECK PLAN**  
 Scale 1:15 000



**EXISTING ELECTRICAL POWER LINE SERVITUDE NOTES:**

- FIGURE 5\*, 5\*, 5\*, 5\*, 5\*, 5\* and 5\* REPRESENTS AN OVERHEAD ELECTRICAL POWER LINE SERVITUDE, 22 METERS WIDE IN FAVOUR OF ESKOM IN TERMS OF SG No. K2006/1983S.
- FIGURE 5\*, 5\*, 5\*, 5\*, 5\*, 5\* and 5\* REPRESENTS AN OVERHEAD ELECTRICAL POWER LINE SERVITUDE, 22 METERS WIDE IN FAVOUR OF ESKOM IN TERMS OF SG No. K1906/1984S.

**GEOTECHNICAL TABLE**  
 PREPARED BY: J LOUIS VAN ROOY, Engineering Geologist.  
 CERTIFIED:

ZONE	SITE CLASS	ESTIMATED VOLUME CHANGE (mm)	CONSTRAINTS	TYPICAL FOUNDATION MATERIAL
ZONE I	H3	>30	• Moderate to high soil heave • Potential perched groundwater	• Stiffened or cellular raft • Filled construction • Soil raft • Site drainage and plumbing precautions
ZONE II	H	<7.5	• Localized difficult excavation • Low to moderate soil heave • Perched groundwater <1.5m	• Modified normal or normal strip footings • Site drainage and plumbing precautions
ZONE III	C1	5-10	• Moderate collapse • Moderate compressibility	• Modified normal strip footings • Compaction of in-situ soils below foundations • Deep strip foundations • Soil raft

**FLOOD LINE KEYS:**

**CURRENT 1:50 and 1:100 YEAR FLOOD LINE**

**REVISED FLOOD LINES 1:100 Year Flood line**  
 In terms of storm water management plan

**FLOOD LINE:**  
 This is to certify that in accordance with clause 344 of the National Water Act (Act 36 of 1998), that the township is affected by a flood line with a frequency of 1 in every 100 years as indicated on this plan.

**CONTOURS:**  
 The contours on this layout is in accordance with the requirements of Regulation 18(1) of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986). This contour survey was compiled by:

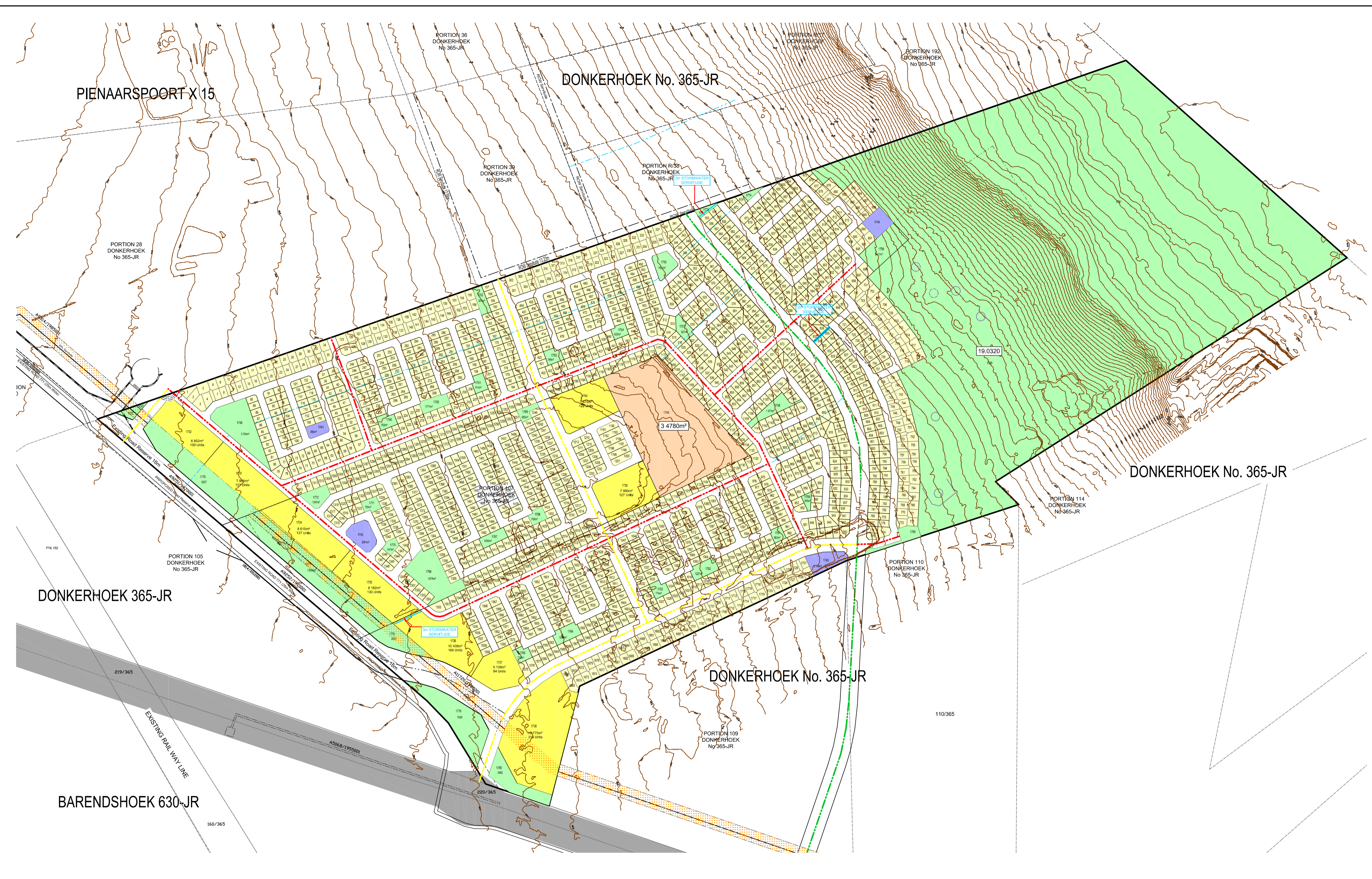
**LAND SURVEYORS:**  
 André van der Walt

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**SCALE 1:4 000**

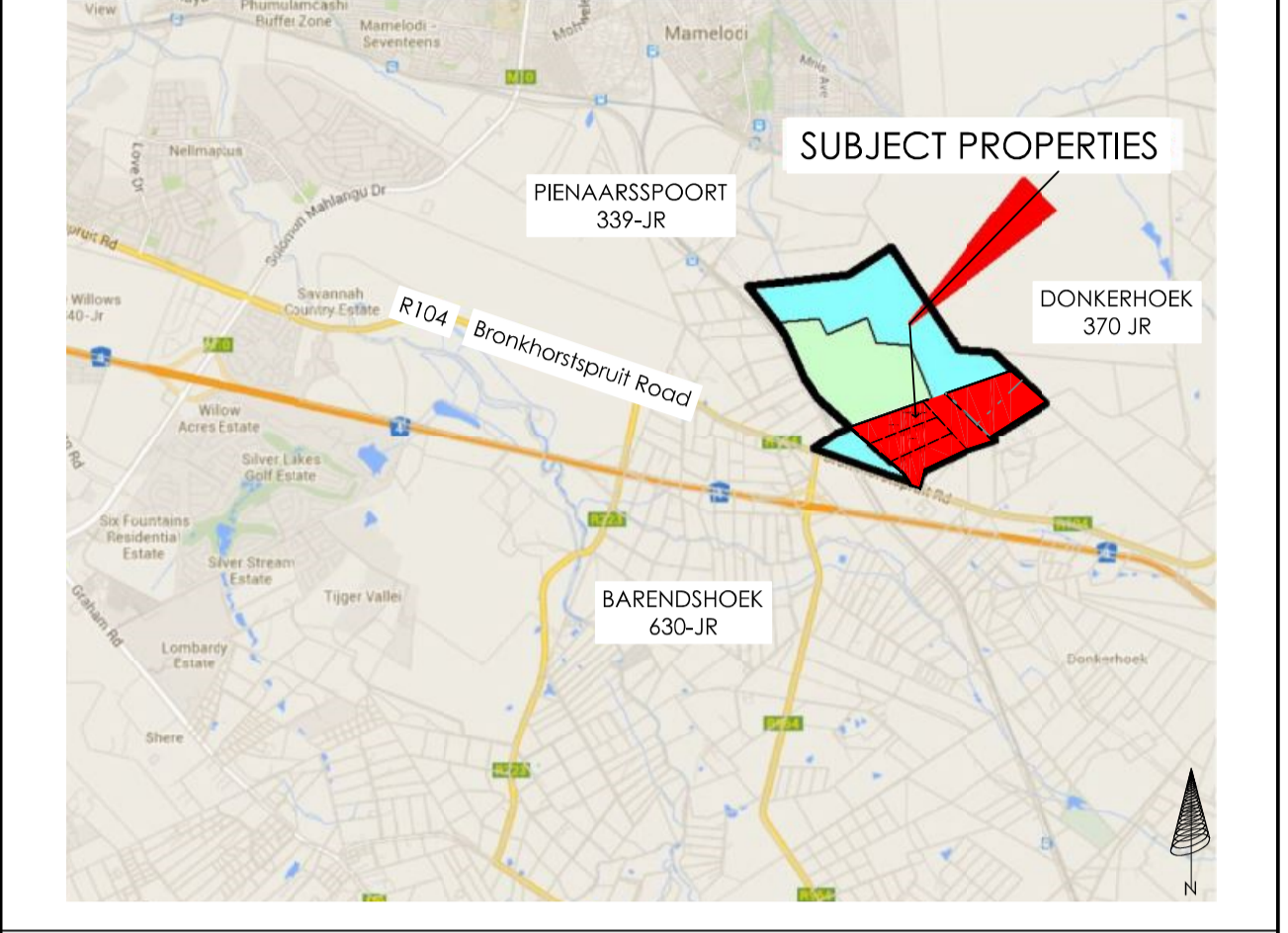
**DESIGN: G.S. MAKKINK**  
**DRAFTING: L. MAKKINK**

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PROPOSED TOWNSHIP LAYOUT PLAN  
**PIENAARSPORT EXTENSION 23**  
 SITUATED ON:  
 PORTION 106, PORTION 107 AND REMAINDER OF PORTION 5,  
 OF THE FARM DONKERHOEK No. 365-JR

PLAN NUMBER: CPD/PPTX  
 DATE: 2020-03-04  
 LOCAL AUTHORITY: CITY OF TSHWANE METROPOLITAN MUNICIPALITY



**LAND USE TABLE: X 23 (2020)**

ERF NUMBER	PROPOSED ZONING	NUMBER OF ERVEN	PERMISSIBLE LAND USE	MINIMUM SIZE OF ERF	RULING SIZE OF ERF	AREA (HECTARES)	% OF TOWNSHIP
1-1731	Residential 1	1731	Dwelling house	250m²	250m²	45.3744	33.69%
1732-1740	Residential 4	9	Multiple dwelling (160units/mo)±1218	NA	14 174m²	7.6423	5.67%
1741-1744	Institutional	4	As per Scheme	740m²	NA	0.6796	0.50%
1745	Educational	1	As per Scheme	NA	NA	3.4780	2.58%
1746	Heritage	1	As per Scheme	NA	NA	19.1585	14.22%
1747-1774	Public open space (usable)	28	As per Scheme	NA	NA	6.4854	4.82%
1775-1781	Public open space	7	As per Scheme	NA	NA	24.1294	17.92%
	Streets and Roads	NA	Streets and Roads	NA	NA	**	%
<b>TOTAL</b>	NA	-	NA	NA	NA	134.6667	100%
<b>TOTAL NUMBER OF ERVEN</b>							**
<b>TOTAL LENGTH OF STREETS</b>							±...km

EXISTING SERVITUDES and GEOTECH PLAN  
 Scale 1:15 000



**EXISTING ELECTRICAL POWER LINE SERVITUDE NOTES:**

- FIGURE S\*, S\*, S\*, S\*, S\* and S\* REPRESENTS AN OVERHEAD ELECTRICAL POWER LINE SERVITUDE, 22 METERS WIDE IN FAVOUR OF ESKOM IN TERMS OF SG No. K2006/19835.
- FIGURE S\*, S\*, S\*, S\*, S\* and S\* REPRESENTS AN OVERHEAD ELECTRICAL POWER LINE SERVITUDE, 22 METERS WIDE IN FAVOUR OF ESKOM IN TERMS OF SG No. K1906/19845.

**GEOTECHNICAL TABLE**

PREPARED BY: J LOUIS VAN ROOY, Engineering Geologist.  
 CERTIFIED: [Signature]

ZONE	SITE CLASS	ESTIMATED VOLUME CHANGE (mm)	CONSTRAINTS	TYPICAL FOUNDATION MATERIAL
ZONE I	H3	>30	• Moderate to high soil heave • Potential perched groundwater	• Stiffened or cellular raft • Filled construction • Soil raft • Site drainage and plumbing precautions
ZONE II	H	<7.5	• Localized difficult excavation • Low to moderate soil heave • Perched groundwater <1.5m	• Modified normal or normal strip footings • Site drainage and plumbing precautions
ZONE III	C1	5-10	• Moderate collapse • Moderate compressibility	• Modified normal strip footings • Compaction of in-situ soils below foundations • Deep strip foundations • Soil raft

**FLOOD LINE KEYS:**

**FLOOD LINE:**  
 This is to certify that in accordance with clause 144 of the National Water Act, (Act 36 of 1998), that:  
 The township is affected by a flood line with a frequency of 1 in every 100 years as indicated on this plan.

**CONTOURS:**  
 The contours on this layout is in accordance with the requirements of Regulation 18(1) of the Town-Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986). The contour survey was compiled by:  
 LAND SURVEYORS :  
 André van der Walt

**LIST OF SERVITUDES:**

- 3m Stormwater Servitude along Southern Boundary ERF 1773.
- 3m Stormwater Servitude along Northern Boundary ERF 1736.
- 1,5m Stormwater Servitude along Northern Boundary ERF 835 and 836. (Boundary line forms centre line of servitude).
- 1,5m Stormwater Servitude along Southern Boundary ERF 839 and 837. (Boundary line forms centre line of servitude).

**NOTES:**

- FIGURE A, B, C, D, E, F, G, H, J, K, L AND A DENOTES THE PROPOSED TOWNSHIP BOUNDARY ON PORTION 106, PORTION 107 AND REMAINDER OF PORTION 5, OF THE FARM DONKERHOEK, No. 365-JR, MEASURING APPROXIMATELY 134,667 HECTARES IN EXTENT.
- FIGURE A, A1, A2, A5 AND A DENOTES PORTION 106 OF THE FARM DONKERHOEK, No. 365-JR, MEASURING 21,8413 HECTARES IN EXTENT, IN TERMS OF TITLED EED NO.
- FIGURE A1, B, C, D, E, F, G, H, J, K, L, A4, A2, A2 AND A1 DENOTES THE REMAINDER OF PORTION 5 OF THE FARM DONKERHOEK, No. 365-JR, MEASURING 90,9875 HECTARES IN EXTENT, IN TERMS OF TITLED EED NO.
- FIGURE A2, A3, A4 AND A5 DENOTES PORTION 107 OF THE FARM DONKERHOEK, No. 365-JR, MEASURING 21,8379 HECTARES IN EXTENT, IN TERMS OF TITLED EED NO. 252537/1995.
- THE LINE [Symbol] REPRESENTS A LINE OF NO ACCESS.
- EXISTING ROAD RESERVE (16m Wide) on Western side of Portion 106, 107 & Rem of Portion 5
- FUTURE ROAD [Symbol]
- EXISTING ELECTRICAL POWER LINE SERVITUDE (22m Wide) [Symbol]
- ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY

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SCALE 1:4 000

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