

REGIONAL OPERATIONS AND CO-ORDINATION
REGIONAL TECHNICAL OPERATIONS



TENDER REFERENCE: ROC 33-2022/23

TENDER FOR REPAIRS AND MAINTANENCE OF THE SANITATION INFRUSTRURE WITHIN THE CITY OF TSHWANE BOUNDRIES, AS AND WHEN REQUIRED FOR A 3 YEAR PERIOD.

VOLUME 1

A TENDER FOR CATEGORY 6 CE OR HIGHER CIDB REGISTERED CONTRACTORS

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

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

"NOTE: BIDDERS ARE REQUIRED TO SUBMIT ELECTRONIC COPIES OF THE BID EITHER BY MEMORY STICK/USB FLASH DRIVE TOGETHER WITH THE HARD COPY OF THE BID/PROPOSAL"

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

CONTENTS

| DESCRIPTION | | COLOUR |
|----------------------------|---|--------|
| PORTION 1: TENDER | | |
| PART T1 | TENDERING PROCEDURES | |
| | T1.1 TENDER NOTICE AND INVITATION TO TENDER | White |
| | T1.2 TENDER DATA | Pink |
| | T1.3 STANDARD CONDITIONS OF TENDER | Pink |
| | | |
| PART T2 | RETURNABLE DOCUMENTS | Yellow |
| | | |
| PORTION 2: CONTRACT | | |
| PART C1 | AGREEMENTS AND CONTRACT DATA | |
| | C1.1 FORM OF OFFER AND ACCEPTANCE | Yellow |
| | C1.2 CONTRACT DATA | Yellow |
| | C1.3 FORM OF GUARANTEE | White |
| | C1.4 HEALTH AND SAFETY AGREEMENT | White |
| | C1.5 ADJUDICATOR'S AGREEMENT | White |
| | | |
| PART C2 | PRICING DATA | |
| | C2.1 PRICE INSTRUCTIONS | Yellow |
| | C2.2 PRICE SCHEDULE | Yellow |
| | | |
| PART C3 | SCOPE OF WORK | |
| | C3.1 PROJECT SCOPE | Blue |
| | C3.2 STAGES OF EVALUATION | Blue |
| | | |

PORTION 1: TENDER

PART T1: TENDER PROCEDURES

TABLE OF CONTENTS

| | | |
|------|---|-------------------------------------|
| T1.1 | TENDER NOTICE AND INVITATION TO TENDER..... | Error! Bookmark not defined. |
| T1.2 | TENDER DATA..... | 3 |
| T1.3 | STANDARD CONDITIPONS OF TENDER..... | 14 |
| | Error! Bookmark not defined. | |

T1.1 TENDER NOTICE AND INVITATION TO TENDER

**ROC 33-2022/23
CITY OF TSHWANE
REGIONAL OPERATIONS AND COORDINATION**



TENDER FOR REPAIRS AND MAINTANENCE OF THE SANITATION INFURSTRURE WITHIN THE CITY OF TSHWANE BOUNDRIES, AS AND WHEN REQUIRED FOR A 3 YEAR PERIOD.

Tenders are hereby invited for the above services.

Tenderers should have a Construction Industry Development Board (CIDB) contractor grading designation **LEVEL 6 ENGINEERING (CE) OR HIGHER**

The tender documents will be obtainable for download on **www.etender.gov.za** and the City's website (www.cityoftshwane.gov.za) and (www.etenders.gov.za)

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

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

**Venue: Eersterust Civic Centre,
cnr Hans Coverdale Road West and PS Fourie Drive,
Eersterust**

Date: 06 December 2022 at 10:00

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

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

The closing time for receipt of tenders is **10h00 on 14 December 2022**. Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to Divisional Head, SUPPLY CHAIN MANAGEMENT, PRETORIA, 0001 and must be submitted in the tender box situated at Tshwane House, 320 Madiba street, Pretoria. Tenders will be opened at the latter address at the time indicated.

| | | |
|----------------------|------------------|--|
| TECHNICAL ENQUIRIES: | Employers Agent: | Mrs Hellen Mapaila |
| | Tel (Office): | 012-358 9236 |
| | E-Mail: | hellenta@tshwane.gov.za |

| | | |
|------------------------|-------------------|--|
| SUPPLY CHAIN EQUIRIES: | Employer's Agent: | Relebogile Malatswane |
| | Telephone: | 012 358 2735 |
| | E mail: | RelebogileM@tshwane.gov.za |

Mr. Johann Mettler
CITY MANAGER
Notice 8 of 2022

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

T1.2 TENDER DATA

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

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

| CLAUSE NUMBER | | TENDER DATA |
|---------------|------------------------------------|--|
| C.1.1 | Actions | The Employer is City Of Tshwane Metropolitan Municipality |
| C.1.2 | Tender Documents | <p><u>Volume 1: Tender Document</u></p> <p>THE TENDER</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 – Tender notice and invitation to tender</p> <p>T1.2 – Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 – List of returnable documents</p> <p>T2.2 – Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 – Form of offer and acceptance</p> <p>C1.2 – Contract data</p> <p>C1.3 – Form of guarantee</p> <p>C1.4 – Guarantee (Cash deposit)</p> <p>C1.5 – Health and safety agreement</p> <p>C1.6 – Adjudicators contract</p> <p>Part C3: Scope of work</p> <p>C3 – Scope of work</p> <p>Part C4: Site information</p> <p>C4 – Site information</p> |
| C.1.3 | Interpretation | <u>Add</u> the following new clause: |
| C.1.3.4 | | <i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i> |
| C.1.4 | Communication and Employer's Agent | <p>Agent: Mrs Hellen Mapaila</p> <p>Address: P.O. Box 1409 Pretoria, 0001</p> <p>Tel: 012-358 9236</p> <p>E-Mail: hellenta@tshwane.gov.za</p> |
| C.2.1 | Eligibility | <p>Only those Tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE or higher of construction work, are eligible to submit.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <p>1. Every member of a joint venture is registered with the CIDB within 10 days from the closing date of tenders.</p> |

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

| CLAUSE NUMBER | TENDER DATA |
|---------------|--|
| | <p>2. The lead partner has a contractor grading designation in the 5CE Class of construction work; and</p> <p>3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation in accordance with the sum tendered for a 6CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations</p> <p>STAGES OF EVALUATION</p> <p>The bid will be evaluated as follows:</p> <p>5.1 Stage 1: Administrative Compliance</p> <p>5.2 Stage 2: Local content and production</p> <p>5.3 Stage 3: Mandatory Requirements</p> <p>5.4 Stage 4: Functionality Criteria</p> <p>5.5 Stage 5: Preferential Point System</p> <p>5.1 Stage 1: Administrative Compliance</p> <ul style="list-style-type: none"> All the proposals will be evaluated against the administrative responsiveness requirement as set out in the list of returnable documents <p>5.2 Stage 2 Local content and production</p> <p>5.2.1 Local Content and Production</p> <p>i) In terms of the stipulated minimum threshold for local production and content for:</p> <ul style="list-style-type: none"> Plastic pipes is 100% <p>the City shall only accept the specifications which meets minimum threshold percentage and requirements for local production and content as referred to in the Preferential Procurement Regulations on Local Content and the relevant National Treasury designated sectors' circulars.</p> <p>ii) The bidder must clearly indicate as part of the bid submission the quantities of material and products to be supplied and the level of local content for each product. Should the bidder not be able to comply with the prescribed minimum threshold, an exemption received from the Department of Trade and Industry needs to be submitted with the bid to be considered for further evaluation. Bidders that do not comply with the</p> |

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

| CLAUSE NUMBER | TENDER DATA | | | | | | | | | | |
|-----------------------|---|-------------------------|-----------------------|--------------------------------|---------------------------|---------------------------|-----------------------|--|--------|---|----|
| | above-mentioned requirements will be automatically disqualified. The following items in this table have a minimum threshold of 100% local content | | | | | | | | | | |
| | <table><tr><td>Product for designation</td><td>Minimum Local Content</td></tr><tr><td>Polyvinyl chloride (PVC) pipes</td><td>100%</td></tr></table> | Product for designation | Minimum Local Content | Polyvinyl chloride (PVC) pipes | 100% | | | | | | |
| | Product for designation | Minimum Local Content | | | | | | | | | |
| | Polyvinyl chloride (PVC) pipes | 100% | | | | | | | | | |
| | 5.3 Stage 3: Mandatory Requirements | | | | | | | | | | |
| | <ul style="list-style-type: none">• Certificate confirming that the bidder has CIDB grading of 6CE or higher• Bidders must submit The Construction Health and Safety Officer to be appointed for the project must have Occupational Health and Safety Certificate accredited by the South African Council for the Projects and Construction Management Professionals (SACPCMP).• Bank rating of a minimum C grading or for preforming work for the value of R4Million by a registered financial service provider.• Bidders must submit Compensation for Occupational Injuries and Diseases Act (COIDA) letter of good standing.• Bidders are to submit a minimum of three (3) proof of Qualifications for Artisan plumbers (Driver’s licence with PDP and Plumbing Certificates NQF LEVEL 4 in plumbing or Red seal trade certificate• Bidders are to submit Curriculum vitae for a minimum of two (2) sewer pump station operators with a minimum of 18 months relevant experience.•• Certified copies of testing certificates for the Backhoe loader machines, Hydraulic Excavator, Crane Mounted truck, vacuum jetting truck from an accredited testing facility, or from the manufacturer. | | | | | | | | | | |
| | Bids that have not complied with all the Mandatory Requirements will not be evaluated further and will not pass to STAGE 3 (Functionality) of the Bid evaluation. | | | | | | | | | | |
| | 5.4 Stage 3: Functionality Criteria | | | | | | | | | | |
| | <table><tr><th>CRITERIA</th><th>SUB-CRITERIA</th><th>SCAL E</th><th>WEIGH T</th><th>HIGH POSSIBLESCOR E</th></tr><tr><td>Company experience in</td><td><ul style="list-style-type: none">• 0 - 1 year• 2 – 3 years</td><td>1 3</td><td>5</td><td>25</td></tr></table> | CRITERIA | SUB-CRITERIA | SCAL E | WEIGH T | HIGH POSSIBLESCOR E | Company experience in | <ul style="list-style-type: none">• 0 - 1 year• 2 – 3 years | 1 3 | 5 | 25 |
| | CRITERIA | SUB-CRITERIA | SCAL E | WEIGH T | HIGH POSSIBLESCOR E | | | | | | |
| Company experience in | <ul style="list-style-type: none">• 0 - 1 year• 2 – 3 years | 1 3 | 5 | 25 | | | | | | | |
| | | | | | | | | | | | |
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Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

| CLAUSE NUMBER | TENDER DATA | | | | |
|---------------|--|---|---------------------|---|----|
| | relevant projects (Maintenance of Sanitation infrastructure). Attach signed completion certificates with letter head and/or appointment letters with certified monthly/ progress payment certificates/invoice s for projects that are still in progress. (the number of years to be rounded off to the nearest number) | <ul style="list-style-type: none"> 4 years and above | 5 | | |
| | Local Economic Participation- Location of business. (attach rates and taxes statement not older than 3 months or lease agreement) | <ul style="list-style-type: none"> South Africa Gauteng Tshwane | 1 2 3 | 5 | 15 |
| | Owning/leasing of suitable blockage removal vehicles. (Plumbers Vehicle of a minimum Gross Vehicle Mass (GVM) of 2700kg with mounted sewer rodding system or | <ul style="list-style-type: none"> Own/lease 3– 6 Vehicles Own/lease 7 – 9 Vehicles | 3 4 5 | 7 | 35 |

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

| CLAUSE NUMBER | TENDER DATA | | | | |
|---------------|--|--|---------------------|---|-----|
| | trailer with rods. (see Picture 1 and 2) NB: if owning attached license documents (Registration numbers) and road worthy certificate, if leasing attach lease contract with licence documents (Registration numbers) | <ul style="list-style-type: none">Own/lease 10 or above Vehicles | | | |
| | Relevant qualifications and experience for artisans/ Team leaders as set out on the scope, Artisan (Plumber) minimum of 18 months’ experience with C1 PDP drivers’ licence and plumbing certificate (red seal) | <ul style="list-style-type: none">18 to 23- months relevant working experien e2 to 3 years relevant working experien e3 years plus relevant working experien e | 3 4 5 | 5 | 25 |
| | TOTALSCORE | | | | 100 |
| | Bids that do not achieve a minimum score of 70 (out of 100) for functionality will not be not evaluated further and will not pass to STAGE 4 of the Bid Evaluation Criteria. | | | | |

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

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|-----------------------------|---|
| | <p>Bids will be rated in respect of each criterion on a scale of 1 – 5, where the weight was allocated based on the importance of the requirement. The maximum possible score that can be achieved for functionality is 100.</p> <p>5.5 Stage 4: Preference Point System</p> <p>Price = 90 points</p> <p>BBBEE status level of Contribution = 10 points</p> <p>3. SUBCONTRACTING</p> <p>The successful service provider shall subcontract a minimum of 30% of the work to EME's or QSE's, the tendered rates shall consider the appointment of EME's or QSE's.</p> |
| C.2.2 Cost of Tendering | <p>The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.</p> |
| C.2.5 Reference Documents | <p>Add the following:</p> <p>Unless specified otherwise in this document, the following standards and conditions of contract will be applicable under this Contract:</p> <ul style="list-style-type: none"> The document <i>“Standard Specifications for Municipal Civil Engineering Works”, Third Edition, 2005</i> issued by the Divisional Head: Roads and Stormwater of the City of Tshwane. <p>This document is obtainable free of charge on the website www.tshwane.gov.za.</p> <ul style="list-style-type: none"> The latest print version as current at 30 days before close of tenders of the document <i>“General Conditions of Contract for Construction Works 3rd Edition, 2015”</i> including corrections thereto as current at 30 days before close of tenders, as published by the <i>South African Institution of Civil Engineering</i>. <p>The document may be purchased in hard copy from the <i>South African Institution of Civil Engineering</i> or may be purchased online as an electronic reference document in PDF format by following the relevant links on www.saice.org.za. The corrections may be downloaded from the SAICE website www.saice.org.za.</p> <p>The latest edition of City of Tshwane's Standard Construction Details and Design Standards for Roads and Stormwater Drainage Infrastructure Drainage</p> |
| C.2.7 Clarification meeting | <p>The arrangements for a compulsory clarification meeting are as stated in the tender notice and invitation to tender</p> <p>Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to and tenders received from those tendering entities appearing on the attendance register.</p> <p>Tender documents will made available at the clarification meeting.</p> |

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

| CLAUSE NUMBER | TENDER DATA |
|---|---|
| C.2.8 Seek clarification | <p><u>Replace</u> the clause with the following:</p> <p><i><u>Request clarification of the tender documents, if necessary, by notifying the employer at least 2 (two) working days before the closing time stated in the tender data.</u></i></p> |
| C.2.9 Insurance | <p><u>Add</u> the following to the clause</p> <p><i>Accept that the submission of a tender shall be construed as an acknowledgement by the tenderer that he is satisfied with, where applicable, the insurance cover the Employer will affect under the contract.</i></p> |
| C.2.12 Alternative offers | Alternative tender offers will <u>not</u> be considered. |
| C.2.13 Submitting a tender offer C.2.13.2 C.2.13.3 | <p>Replace the contents of the clause with the following:</p> <p>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, by writing in black ink pen.</p> <p>All volumes are to be left intact in original format and no pages shall be removed or re-arranged</p> <p>Parts of each tender offer communicated on paper shall be submitted as an original, plus a scanned copy USB.</p> <p>In addition to the hard copy submission, each tenderer is required to submit a scanned copy of the fully completed and signed tender submission document.</p> <p>、</p> |
| C.2.13.4 | <p><u>Add</u> the following to the clause</p> <p><i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i></p> <p><i>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</i></p> <p><i>In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company.</i></p> <p><i>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member's behalf.</i></p> <p><i>In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on</i></p> |
| | <i>behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender.</i> |

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

| CLAUSE NUMBER | TENDER DATA |
|--------------------------------|--|
| | <p><i>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a <u>resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorising a member of the joint venture to sign the documents on behalf of the joint venture.</i></p> <p><u>Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.</u></p> |
| C.2.13.5 | <p>The identification details are:</p> <p>Tender Reference: ROC 33 2022/23</p> <p>Tender Description: Tender for the repairs and maintenance of the sanitation infrastructure within the City of Tshwane boundaries, as and when required for 3-year period.</p> <p>Closing Time: 10:00</p> <p>Closing Date: 14 December 2022</p> <p>Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be submitted (HAND DELIVERED) at:</p> <p>TSHWANE HOUSE 320 MADIBA STREET PRETORIA 0001</p> <p>Please ensure that all required compliance documents are included upon submission as no additional documents will be requested from bidders after closing.</p> |
| C.2.13.9 | Telephonic, telegraphic, telex, facsimile or e-mailed offers will <u>not</u> be accepted |
| C.2.13.10 | <p>Add the following sub- clause C.2.13.10:</p> <p>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p> |
| C.2.14 Information and data | Add the following to the clause: |

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

| CLAUSE NUMBER | TENDER DATA |
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| to be completed in all respects | <p>The Tenderer is required to enter information in the following sections of the document:</p> <p>Section T2.2 : Returnable Schedules Section C1.2 : Contract Data (Part 2)</p> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</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 failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</p> <p>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer’s past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial, and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.</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 Closing time | The closing time for submission of tender offers is stated in the tender notice and invitation to tender. |
| C.2.16 Tender offer validity C.2.16.5 | <p>The tender offer validity period is 90 days.</p> <p>Add the following new clause</p> <p>If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</p> |
| C.2.16.6 | <p>Add the following 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 additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the</p> |

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

| CLAUSE NUMBER | TENDER DATA |
|--|--|
| | 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 Provide other material | The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements. |
| C.2.18 Submit securities, bonds, policies, etc. | The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the performance bond to the format included in Section C1.3 of Part C1 Agreements and Contract Data of this document. |
| C.2.23 Certificates | Refer to Part T2 of this procurement document for a list of the documents that are to be returned with the tender. . |
| C.2.25 Conditions Associated with the Granting of Preferences | Add the following new clause <i>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</i> <i>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</i> |
| C.2.26 Canvassing and obtaining of additional information by tenderers | Add the following new clause <i>The Employer is prohibited to award a tender to a person –</i> a) <i>who is in the service of the state; or</i> b) <i>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i> c) <i>a person who is an advisor or consultant contracted with the municipality or municipal entity.</i> <i>In the service of the state means to be –</i> a) <i>a member of:-</i> <ul style="list-style-type: none">• <i>any municipal council;</i>• <i>any provincial legislature; or</i>• <i>the National Assembly or the National Council of Provinces;</i> b) <i>a member of the board of directors of any municipal entity;</i> c) <i>an official of any municipality or municipal entity;</i> d) <i>an employee of any national or provincial department;</i> e) <i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i> f) <i>a member of the accounting authority of any national or provincial public entity; or</i> g) <i>an employee of Parliament or a provincial legislature.</i> In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed. |
| | Add the following new clause |

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

| CLAUSE NUMBER | TENDER DATA |
|---|---|
| <p>C.2.27 <i>Awards to close family members of persons in the service of the state</i></p> | <p><i>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including –</i></p> <p><i>a) the name of that person;</i></p> <p><i>b) the capacity in which that person is in the service of the state; and</i></p> <p><i>c) the amount of the award.</i></p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p> |
| <p>C.2.28 <i>Vendor registration</i></p> | <p>Add the following new clause</p> <p><i>The contractor will required registering as a supplier/ service provider on the City of Tshwane's vendor register before any payment can be done.</i></p> <p><i>If the tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.</i></p> <p><i>Vendor registration documents are available from the Procurement Advice Centre or can be downloaded from https://vendorportal.tshwane.gov.za/</i></p> <p><i>All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.</i></p> |
| <p>C.2.29 <i>Tax</i></p> | <p>Add the following new clause</p> <p>National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that:</p> <p>The designated official(s) must verify the tenderer's tax compliance status prior to the finalisation of the award of the tender or price quotation.</p> <p>Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non- compliant status and the tenderer must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or eFiling</p> <p>Accept that the tenderer will be rejected if such tenderer fails to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18</p> |
| <p>C.3.1 Respond to requests from the tenderer</p> <p>C.3.1.1</p> | <p>The employer will respond to requests for clarification up to 2 (two) working days before the tender closing time.</p> |
| <p>C.3.11 Evaluation of tender offers</p> | <p>Only those Tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE or higher of construction work, are eligible to submit.</p> |

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

| CLAUSE NUMBER | TENDER DATA |
|---------------|---|
| | <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. Every member of a joint venture is registered with the CIDB within 10 days from the closing date of tenders. 2. The lead partner has a contractor grading designation in the 5CE Class of construction work; 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 in accordance with the sum tendered for a 6CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations <p>STAGES OF EVALUATION</p> <p>The bid will be evaluated as follows:</p> <ol style="list-style-type: none"> 5.1 Stage 1: Administrative Compliance 5.2 Stage 2: Local content and production 5.3 Stage 3: Mandatory Requirements 5.4 Stage 4: Functionality Criteria 5.5 Stage 5: Preferential Point System <p>5.1 Stage 1: Administrative Compliance</p> <ul style="list-style-type: none"> • All the proposals will be evaluated against the administrative responsiveness requirement as set out in the list of returnable documents <p>5.2 Stage 2 Local content and production</p> <p>5.2.1 Local Content and Production</p> <ol style="list-style-type: none"> i) In terms of the stipulated minimum threshold for local production and content for: <ul style="list-style-type: none"> • Plastic pipes is 100% <p>the City shall only accept the specifications which meets minimum threshold percentage and requirements for local production and content as referred to in the Preferential Procurement Regulations on Local Content and the relevant National Treasury designated sectors' circulars.</p> ii) The bidder must clearly indicate as part of the bid submission the quantities of material and products to be supplied and the level of local content for each product. Should the bidder not be able to comply with |

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

| CLAUSE NUMBER | TENDER DATA | | | | |
|--------------------------------|---|-------------------------|-----------------------|--------------------------------|------|
| | <p>the prescribed minimum threshold, an exemption received from the Department of Trade and Industry needs to be submitted with the bid to be considered for further evaluation. Bidders that do not comply with the above-mentioned requirements will be automatically disqualified.</p> <p>The following items in this table have a minimum threshold of 100% local content</p> <table> <tr> <th>Product for designation</th><th>Minimum Local Content</th></tr> <tr> <td>Polyvinyl chloride (PVC) pipes</td><td>100%</td></tr> </table> <p>5.3 Stage 3: Mandatory Requirements</p> <ul style="list-style-type: none"> • A valid certificate confirming that the bidder has CIDB grading of 6CE or higher • Bidders must submit The Construction Health and Safety Officer to be appointed for the project must have Occupational Health and Safety Certificate accredited by the South African Council for the Projects and Construction Management Professionals (SACPCMP). • Bank rating of a minimum C grading or for preforming work for the value of R4Million by a registered financial service provider. • Bidders must submit Compensation for Occupational Injuries and Diseases Act (COIDA) letter of good standing. • Bidders are to submit a minimum of three (3) proof of Qualifications for Artisan plumbers (Driver's licence with PDP and Plumbing Certificates NQF LEVEL 4 in plumbing or Red seal trade certificate • Bidders are to submit Curriculum vitae for a minimum of two (2) sewer pump station operators with a minimum of 18 months relevant experience. • Certified copies of testing certificates for the Backhoe loader machines, Hydraulic Excavator, Crane Mounted truck, vacuum jetting truck from an accredited testing facility, or from the manufacturer. <p>Bids that have not complied with all the Mandatory Requirements will not be evaluated further and will not pass to STAGE 3 (Functionality) of the Bid evaluation.</p> <p>5.4 Stage 3: Functionality Criteria</p> | Product for designation | Minimum Local Content | Polyvinyl chloride (PVC) pipes | 100% |
| Product for designation | Minimum Local Content | | | | |
| Polyvinyl chloride (PVC) pipes | 100% | | | | |

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

| CLAUSE NUMBER | TENDER DATA | | | | |
|---------------|--|--|-------------|--------|---------------------|
| | CRITERIA | SUB-CRITERIA | SCALE | WEIGHT | HIGH POSSIBLE SCORE |
| | Company experience in relevant projects (Maintenance of Sanitation infrastructure). Attach signed completion certificates with letter head and/or appointment letters with certified monthly/ progress payment certificates/invoice s for projects that are still in progress. (the number of years to be rounded off to the nearest number) | <ul style="list-style-type: none"> 0 - 1 year 2 – 3 years 4 years and above | 1 3 5 | 5 | 25 |
| | Local Economic Participation- Location of business. (attach rates and taxes statement not older than 3 months or lease agreement) | <ul style="list-style-type: none"> South Africa Gauteng Tshwane | 1 2 3 | 5 | 15 |
| | Owning/leasing of suitable blockage removal vehicles. | <ul style="list-style-type: none"> Own/lease 3– 6 Vehicles | 3 6 | 7 | 35 |

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

| CLAUSE NUMBER | TENDER DATA | | | | |
|---------------|---|--|---|---|----|
| | <p>(Plumbers Vehicle of a minimum Gross Vehicle Mass (GVM) of 2700kg with mounted sewer rodding system or trailer with rods. (see Picture 1 and 2)</p> <p>NB: if owning attached license documents (Registration numbers) and road worthy certificate, if leasing attach lease contract with licence documents (Registration numbers)</p> | <ul style="list-style-type: none"> Own/lease 7 – 9 Vehicles Own/lease 10 or above Vehicles | 4 | | |
| | <p>Relevant qualifications and experience for artisans/ Team leaders as set out on the scope, Artisan (Plumber) minimum of 18 months' experience with C1 PDP drivers' licence and plumbing certificate (red seal)</p> | <ul style="list-style-type: none"> 18 to 23-months relevant working experience 2 to 3 years relevant working experience 3 years plus relevant | 3 | 5 | 25 |

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

| CLAUSE NUMBER | TENDER DATA | | | | | | | | | | |
|---------------|---|--|---------------------------|-----|--|--|------------|--|--|--|-----|
| | <table><tr><td></td><td>working experienc e</td><td></td><td></td><td></td></tr><tr><td colspan="4">TOTALSCORE</td><td>100</td></tr></table> <p>Bids that do not achieve a minimum score of 70 (out of 100) for functionality will not be not evaluated further and will not pass to STAGE 4 of the Bid Evaluation Criteria.</p> <p>Bids will be rated in respect of each criterion on a scale of 1 – 5, where the weight was allocated based on the importance of the requirement. The maximum possible score that can be achieved for functionality is 100.</p> <p>5.5 Stage 4: Preference Point System</p> <p>Price = 90 points</p> <p>BBBEE status level of Contribution = 10 points</p> <p>4. SUBCONTRACTING</p> <p>The successful service provider shall subcontract a minimum of 30% of the work to EME’s or QSE’s, the tendered rates shall consider the appointment of EME’s or QSE’s.</p> | | working experienc e | | | | TOTALSCORE | | | | 100 |
| | working experienc e | | | | | | | | | | |
| TOTALSCORE | | | | 100 | | | | | | | |
| C.3.13 | <div>Acceptance of Tender Offer</div> <div>Tender offers will only be accepted if:</div> <div><div>a.) the tenderer has complied in full with the all eligibility criteria</div><div>b.) the tenderer is able to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18;</div><div>c.) the tenderer submits a letter of intent from an approved insurer undertaking to provide to provide the Performance Bond to the format included in Section C1.3 of this procurement document;</div><div>d.) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.</div><div>e.) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;</div><div>f.) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</div><div>g.) the tenderer has not:<div><div>i) abused the Employer’s Supply Chain Management System; or</div></div></div></div> | | | | | | | | | | |

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

| CLAUSE NUMBER | TENDER DATA |
|-------------------------------|--|
| | <p>ii) failed to perform on any previous contract and has been given a written notice to this effect.</p> <p>h.) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</p> <p>i.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> |
| C3.17 Copies of Contract | <p>One signed copy of contract shall be provided by the Employer to the successful Tenderer.</p> <p>NOTE: BIDDERS ARE REQUIRED TO SUBMIT ELECTRONIC COPIES OF THE BID EITHER BY MEMORY STICK/USB FLASH DRIVE/CD/DVD TOGETHER WITH THE HARD COPY OF THE BID/PROPOSALS"</p> |

T1.3 STANDARD CONDITIONS OF TENDER

TABLE OF CONTENTS

| | | |
|------------|--|-----------|
| C.1 | General..... | 24 |
| C.1.1 | Actions..... | 24 |
| C.1.2 | Tender Documents | 24 |
| C.1.3 | Interpretation..... | 24 |
| C.1.4 | Communication and Employer's agent | 25 |
| C.1.5 | Cancellation and re-invitation of tenders | 25 |
| C.1.6 | Procurement procedures | 25 |
| C.1.6.1 | General..... | 25 |
| C.1.6.2 | Competitive negotiation procedure | 25 |
| C.1.6.3 | Proposal procedure using the two stage-system..... | 26 |
| C.2 | Tenderer's obligations | 26 |
| C.2.1 | Eligibility | 26 |
| C.2.2 | Cost of tendering..... | 26 |
| C.2.3 | Check documents | 26 |
| C.2.4 | Confidentiality and copyright of documents..... | 26 |
| C.2.5 | Reference documents | 27 |
| C.2.6 | Acknowledge addenda..... | 27 |
| C.2.7 | Clarification meeting | 27 |
| C.2.8 | Seek clarification | 27 |
| C.2.9 | Insurance..... | 27 |
| C.2.10 | Pricing the tender offer | 27 |
| C.2.11 | Alterations to documents..... | 27 |
| C.2.12 | Alternative tender offers..... | 27 |
| C.2.13 | Submitting a tender offer | 28 |
| C.2.14 | Information and data to be completed in all respects | 28 |
| C.2.15 | Closing time..... | 28 |
| C.2.16 | Tender offer validity | 29 |
| C.2.17 | Clarification of tender offer after submission | 29 |
| C.2.18 | Provide other material | 29 |
| C.2.19 | Inspections, test and analysis..... | 29 |
| C.2.20 | Submit securities, bonds, policies, etc. | 29 |
| C.2.21 | Check final draft | 29 |
| C.2.22 | Return of other tender documents..... | 30 |
| C.2.23 | Certificates | 30 |
| C.3 | The employer's undertakings | 30 |
| C.3.1 | Respond to requests from the tenderer | 30 |
| C.3.2 | Issue addenda | 30 |
| C.3.3 | Return late tender offers | 30 |
| C.3.4 | Opening of tender submissions..... | 30 |
| C.3.5 | Two-envelope system | 31 |
| C.3.6 | Non-disclosure | 31 |
| C.3.7 | Grounds for rejection and disqualification..... | 31 |
| C.3.8 | Test for responsiveness..... | 31 |
| C.3.9 | Arithmetical errors, omissions and discrepancies..... | 31 |
| C.3.10 | Clarification of a tender offer | 32 |
| C.3.11 | Evaluation of tender offers | 32 |
| C.3.11.1 | General..... | 33 |
| C.3.12 | Insurance provided by the employer | 33 |
| C.3.13 | Acceptance of tender offer | 33 |

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

| | | |
|--------|---|----|
| C.3.14 | Prepare contract documents | 34 |
| C.3.15 | Complete adjudicator's contract..... | 34 |
| C.3.16 | Notice to unsuccessful tenderers..... | 34 |
| C.3.17 | Provide copies of the contracts..... | 34 |
| C.3.18 | Provide written reasons for actions taken | 34 |

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

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;

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

- 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.

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

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

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

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 pen.

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.

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

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.

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

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

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

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

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

- C.3.9.1** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- C.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:
- a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or
 - c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.
- C.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or decline thereby withdrawing their tender offer.
- C.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the Employer

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

C.3.13 Acceptance of tender offer

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

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

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

- 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 | 35 |
| T2.2 | RETURNABLE SCHEDULES | 38 |

T2.1 LIST OF RETURNABLE DOCUMENTS

RD.A RETURNABLE DOCUMENTS FOR TENDER EVALUATION PURPOSES

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

| Document Name | Reference | Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender) |
|---|------------------|---|
| Form of offer and acceptance | Section C1.1 | |
| MBD 4: Declaration of interest in tender of persons in service of state | Form RD.A.1 | |
| MBD 8: Declaration of tenderer's past supply chain management practices | Form RD.A.2 | |
| MBD 2: Tax Clearance Certificate | Form RD.A.3 | |

RD.B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

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

| Document Name | Reference | Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender) |
|--|------------------|---|
| Valid B-BBEE Status Level of Contributor Certificate | | |
| MBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations, 2017 | Form RD.B.1 | |

RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

| Document Name | Reference | Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender) |
|--|------------------|---|
| MBD 9: Certificate of independent tender determination | RD.C.1 | |
| Record of services provided to organs of state | RD.C.2 | |

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

| Document Name | Reference | Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender) |
|--|-----------|--|
| Status of concern submitting tender | RD.C.3 | |
| Classification of business | RD.C.4 | |
| MBD 5: Declaration for procurement above R10 million (all applicable taxes included) | RD.C.5 | |
| Certificate of authority of signatory | RD.C.6 | |
| Certificate of authority of signatory for joint ventures and consortia | RD.C.7 | |
| Staff for labour intensive construction works | RD.C.9 | |
| Proof of professional indemnity insurance | RD.C.10 | |

RD.D RETURNABLE DOCUMENTS REQUIRED FOR QUALITY EVALUATION PURPOSES

Note: *Failure to submit the applicable documents will result in the Tenderer receiving a 0 (zero) score for the applicable evaluation schedule.*

| Document Name | Reference | Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender) |
|---|-----------|--|
| Evaluation Schedule: Tender's experience | RD.D.1 | |
| Evaluation Schedule: Schedule of plant, equipment, machinery, and personnel | RD.D.2 | |
| Key Personnel | RD.D.4 | |
| Curriculum vitae of key personnel | RD.D.5 | |
| Technical Returnable schedules A and B | RD.D.6 | |

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

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

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

| Document Name | Reference | Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender) |
|--|--------------|--|
| Data provided by the contractor | Section C1.2 | |
| Record of addenda to tender documents | RD.E.1 | |
| Certificate confirming that bidder has CIDB grading 6CE or higher | | |
| An organogram with all staff that will be assigned to the project | | |
| Copies of Certified Qualifications of all staff to be assigned to the project | | |
| Safety, Health, Environmental Management and Quality plan (SHEQ) including Covid 19 safety plan. | | |
| 3 years audited financial statements | | |

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

T2.2 RETURNABLE SCHEDULES

FORM RD.A.1 MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudging authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²)
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.
.....

¹ **MSCM Regulations: "in the service of the state" means to be –**

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

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

- 3.9 Have you been in the service of the state for the past twelve months? **YES/NO**
- 3.9.1 If yes, furnish particulars.
.....

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?
YES / NO

3.11.1 If yes, furnish particulars.

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?
YES / NO

3.12.1 If yes, furnish particulars.

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?
YES / NO

3.13.1 If yes, furnish particulars.

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.
YES / NO

3.14.1 If yes, furnish particulars:

.....

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

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

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

FORM RD.A.2 MBD 8: DECLARATION OF TENDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

| Item | Question | Response | |
|------|---|---------------------------------|--------------------------------|
| 4.1 | Is the tenderer, any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audit alteram partem rule was applied) | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | If so, furnish particulars: | | |
| 4.2 | Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)? (To access this register, enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445) | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | If so, furnish particulars: | | |
| 4.3 | Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | If so, furnish particulars: | | |

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

FORM RD.A.3 MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

FORM RD.B.1 MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all tenders:
- The 80/20 system for requirements with a Rand value of up to R50 000 000.00 (**all applicable taxes included**); and
 - The 90/10 system for requirements with a Rand value above R50 000 000.00 (**all applicable taxes included**).

- 1.2 The value of this tender is estimated **to exceed** R50 000 000.00 and therefore the **90/10** system shall be applicable.

- 1.3 Preference points for this tender shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution

- 1.3.1 The points for this tender are allocated as follows:

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

- 1.4 Failure on the part of a tenderer to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the tender, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- 2.1 **all applicable taxes** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- 2.2 **B-BBEE** means broad-based black economic empowerment as defined in Section 1 of the Broad-Based Black Economic Empowerment Act.

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

- 2.3 **B-BBEE Status Level of Contributor** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 2.4 **Broad-Based Black Economic Empowerment Act** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 2.5 **comparative price** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
- 2.6 **consortium or joint venture** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.7 **contract** means the agreement that results from the acceptance of a tender by an organ of state.
- 2.8 **EME** means any enterprise with an annual total revenue of R5 million or less.
- 2.9 **firm price** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
- 2.10 **functionality** means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder.
- 2.11 **non-firm prices** mean all prices other than **firm** prices.
- 2.12 **person** includes a juristic person.
- 2.13 **rand value** means that total estimated value of a contract in South African currency, calculated at the time of tender invitations and includes all applicable taxes and excise duties.
- 2.14 **sub-contract** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.15 **tender** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services works or goods, through price quotations, advertised competitive bidding processes or proposals.
- 2.16 **total revenue** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007.
- 2.17 **trust** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **trustee** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The tenderer obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 (two) decimal places.
- 3.4 In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more tenders have scored equal points including equal preference points for B-BBEE, the successful tender must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20

90/20

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

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

Where

P_S = Points scored for price of tender under consideration

P_T = Rand value of tender under consideration

P_{MIN} = Rand value of lowest acceptable tender

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

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

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 8 | 16 |

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

| | | |
|---------------------------|---|----|
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

- 5.2 Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Tenderers other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium, or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. TENDER DECLARATION

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

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

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

(Points claimed in respect of paragraph &.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA, or an Accounting Officer as contemplated in the CCA.

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

8. SUB-CONTRACTING

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

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

8.1.1 If YES, indicate:

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of FIRM:

9.2 VAT Registration number:

9.3 Company registration number:

9.4 Type of firm:

Partnership

One person business/sole trade

Close corporation

Company

(Pty) Limited

Small Medium Micro Enterprises

| |
|--|
| |
| |
| |
| |
| |
| |

(Tick applicable box)

9.5 Describe principal business activities

9.6 Company classification

Manufacturer

| |
|--|
| |
|--|

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

Supplier

Professional service provider

Other service providers, e.g. transporter etc.

| |
|--|
| |
| |
| |

(Tick applicable box)

9.7 Municipal information

Municipality where business is situated: _____

Registered account number: _____

Stand number: _____

9.8 Total number of years the firm has been in business _____

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

- i) The information furnished is true and correct.
- ii) The preference claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
 - a) disqualify the person. from the tender process;
 - b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
 - c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - d) restrict the tenderer or contractor, its shareholders and directors, or only the shareholders and directors WHO acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule have been applied; and
 - e) forward the matter for criminal prosecution.

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

FORM RD.C.1 MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all tenders¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging)². Collusive tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. Take all reasonable steps to prevent such abuse;
 - b. Reject the tender of any tenderer if that tenderer or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the tendering process or the execution of the contract.
4. This MDB will serve as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination must be completed and submitted with the tender.

¹ Includes price quotations, advertised competitive tenders, limited tenders and proposals.

² Tender rigging (or collusive tendering) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and/or services for purchasers who wish to acquire goods and/or services through a tender process. Tender rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

ROC 33 2022/23

TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD

in response to the invitation for the tender made by

City of Tshwane Metropolitan Municipality

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

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

1. I have read and understand the contents of this certificate;
2. I understand that the accompanying tender will be disqualified if this certificate is found not to be true and complete in every aspect;
3. I am authorized by the tenderer to sign this certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor"³ shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer who:
 - a. has been requested to submit a tender in response to this tender invitation, based on their qualifications, abilities, or experience; and
 - b. could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities, or experience; and
 - c. provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently form, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. Prices;
 - b. Geographical area where product or services will be rendered (market allocation);
 - c. Methods, factors or formulas used to calculate prices;
 - d. The intention or decision to submit or not to submit, a tender;
 - e. The submission of a tender which does not meet the specifications and conditions of the tender; or

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

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

FORM RD.C.2 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 contract for the service" that was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

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

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

(Attach additional pages if more space is required.)

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

Date: _____

FORM RD.C.3 STATUS OF CONCERN SUBMITTING TENDER

1. General

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

Public Company

Private Company

Closed Corporation

Partnership

Sole Proprietary

Joint Venture / Consortium

Co-operative

(Mark the appropriate option)

| |
|--|
| |
| |
| |
| |
| |
| |
| |

2. Information to be provided

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

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

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

Note:

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

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

Yes

☐

No

☐

(Make an X in the appropriate space)

REGISTRATION NO: _____

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

FORM RD.C.4 CLASSIFICATION OF BUSINESS

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

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

(Tick appropriate box)

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

 - ii. Size or class:

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

 - iv. Total annual turnover:

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

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

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

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

SCHEDULE OF SECTORS

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

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

| | | | |
|------------|----|-----------|-----------|
| Very Small | 20 | R 1mil | R 600 000 |
| Micro | 5 | R 200 000 | R 100 000 |

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

FORM RD.C.5

**MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES
INCLUDED)**

1. The tenderer is required by law to prepare annual financial statements for auditing their audited annual financial statements:
- i) for the past three years; or
 - ii) Since the establishment if established during the past three years.

Indicate whether these have been included in the tender:

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

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

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

If so, state particulars

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

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

If so, state particulars

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

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

If so, state particulars

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

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

Date:

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

FORM RD.C.6 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 tender to the Tshwane Metro Municipality in respect of the following project:

Tender Number:

ROC 33 2022/23

Tender Description:

**TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES
ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

2. *Mr/Ms:

in *his/her capacity as

and who will sign as follow:

| | |
|-----------------|-----------------|
| Proof signature | Proof signature |
|-----------------|-----------------|

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

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

Note:

1. *Delete which is not applicable.
2. **IMPORTANT:** This resolution must be signed by all the directors/members/ partners of the tendering enterprise.

Enterprise stamp

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

| | | |
|----|--|--|
| 3. | Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page. | |
|----|--|--|

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

FORM RD.C.7 CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA

*Joint venture/consortium name: _____

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

_____ authorized signatory of the enterprise

_____ acting in the capacity of lead partner

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

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

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

Note:

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

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

FORM RD.C.9 STAFF FOR LABOUR INTENSIVE CONSTRUCTION WORKS

The tenderer shall, submit the names of all management, design and supervisory staff that will be employed to design and supervise the labour-intensive portion of the works together with satisfactory documentary evidence that such staff members satisfy the eligibility requirements.

| CATEGORY OF EMPLOYEE | NAME OF EMPLOYEE | NQF LEVEL | LABOUR INTENSIVE SKILLS PROGRAM UNIT STANDARD TITLES | DATE COMPLETED | YEARS EXPERIENCE |
|-------------------------|------------------|--------------|--|-------------------|---------------------|
| | | | | | |

(Attach documentary proof to this page)

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

FORM RD.C.10 PROOF OF PROFESSIONAL INDEMNITY INSURANCE

The tenderer must provide proof of Professional Indemnity Insurance for at least R10-million per claim and the number of claims unlimited (refer to clause C1.2.2 Data Provided by the Employer).

1. Attach original or certified copy of Professional Indemnity Insurance to this page.
2. In the case of a joint venture / consortium parties must each attach original or certified copy of their Professional Indemnity Insurance.

TERMS OF REFERENCE FOR QUALITY EVALUATION

The quality evaluation for this tender will be based on the following project.

1. ROC 33 – 2022/23: TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD

2. PROJECT SCOPE

The tender is for a three-year period from the date of award by the City of Tshwane as reflected on the appointment letter/s of successful bidder/s. The successful bidder/s and their resources will be committed on an as and when basis to all City of Tshwane latest regions as per allocation. The relevant department will do the allocation of regions to successful bidder/s after the contract has been awarded. The services required will mostly consist of removal and clearing of sewer blockages/overflows, repairs of collapsed and/or broken sewer pipes, operation of sewer pump stations, and any preventative maintenance work on the sanitation infrastructures within the seven (7) regions.

Any of the appointed service provider must provide the necessary resources to carry out the repairs and maintenance on the CoT's sanitation infrastructure on an as and when required basis. Consequently, the service provider will be required to be available to carry out repairs and maintenance activities on a 24/7 basis (i.e., 24 hours a day and 7 days a week).

3. MANDATORY REQUIREMENTS

- Bidders must submit a valid certificate confirming that the bidder has CIDB grading of 6CE or higher
- Bidders must submit The Construction Health and Safety Officer to be appointed for the project must have Occupational Health and Safety Certificate accredited by the South African Council for the Projects and Construction Management Professionals (SACPCMP).
- Bank rating of a minimum C grading or for preforming work for the value of R 4Million by a registered financial service provider.
- Bidders must submit Compensation for Occupational Injuries and Diseases Act (COIDA) letter of good standing.
- Bidders are to submit a minimum of three (3) proof of Qualifications for Artisan plumbers (Driver's licence with PDP and Plumbing Certificates NQF LEVEL 4 in plumbing or Red seal trade certificate
- Bidders are to submit Curriculum vitae for a minimum of two (2) sewer pump station operators with a minimum of 18 months relevant experience.
-
- Certified copies of testing certificates for the Backhoe loader machines, Hydraulic Excavator, Crane Mounted truck, vacuum jetting truck from an accredited testing facility, or from the manufacturer.

Failure to submit the above documents will lead to disqualification. The bidder will not be evaluated further

4. COMPULSORY BRIEFING SESSION

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS
FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

A compulsory briefing session will be required.

Failure to attend the session will lead to disqualification.

5. SCORING FORMULA FOR PRICING AND BBBEE

The preferential points to be used will be the 90/10 points system.

- 90 points for price
- 10 points for B-BBEE status (service provider to submit the certified copy of the B-BBEE level rating certificate).

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

RD.D.1: SCHEDULE OF TENDERER'S PREVIOUS SIMILAR EXPERIENCE

(The previous experience must be relevant to the technical specification.)

| EMPLOYER, CONTACT PERSON AND TELEPHONE NUMBER | DESCRIPTION OF CONTRACT | DATE STARTED | DATE COMPLETED | TOTAL CONTRACT AMOUNT |
|---|-------------------------|-----------------|-------------------|-----------------------------|
| 1 _____ (Company or Client) <hr/> (Contact person) <hr/> (telephone) | | | | |
| 2 _____ (Company or Client) <hr/> (Contact person) <hr/> (telephone) | | | | |
| 3 _____ (Company or Client) <hr/> (Contact person) <hr/> | | | | |

Part T2: Tender Procedures

| | | | | |
|--|--|--|--|--|
| (telephone) | | | | |
| 4_____ (Company or Client) _____ (Contact person) _____ (telephone) | | | | |
| 5_____ (Company or Client) _____ (Contact person) _____ (telephone) | | | | |
| 6_____ (Company or Client) _____ (Contact person) _____ (telephone) | | | | |

Part T2: Tender Procedures

| | | | | |
|---|--|--|--|--|
| <div>7 _____ (Company or Client)</div> <div>_____ (Contact person)</div> <div>_____ (telephone)</div> | | | | |
|---|--|--|--|--|

RD.D.2 SCHEDULE OF PLANT, EQUIPMENT, MACHINERY AND PERSONEL

SCHEDULE OF PLANT, EQUIPMENT, MACHINERY AND PERSONEL

The following are lists of major items of relevant resources that may be required from time to time during the execution of this contract. The tenderer must fill in the details in Schedule B. The tender further declares that all equipment/resources as furnished will be made available for this contract. The tenderer must demonstrate a tentative agreement/ quotation/similar which may be subject to this contract being awarded for items that will be hired. The City of Tshwane shall reserve a right to inspect the premises of the contractor to verify the furnished information.

Schedule A: City of Tshwane's specific minimum requirements

Schedule B: Tenderer's offer and guarantees. Must be filled in by tenderer/contractor

Failure to complete this form in full will result in the tenderer being disqualified.

Failure to meet the minimum requirements shall disqualify the tender.

| Item | Description | Document proof to be submitted with the tender | Schedule A (CoT minimum requirements) | Schedule B (Tenderer's offer and guarantees) | | | |
|------|---|--|--|---|--------------------------------|-----------------------|-------|
| | | | | Owned by Contract or | To be leased by the Contractor | Financial Undertaking | Total |
| 1 | Certified Artisan (Plumbers) to execute maintenance of sanitation infrastructure. | Proof of Qualifications for Artisan plumbers (Curriculum vitae, driver's licence with PDP and Plumbing Certificates NQF LEVEL 4 in plumbing or red seal trade certificate must be provided.) | 3 | Yes / No | | | |
| 2 | Sewer pump station operators | Curriculum vitae with a minimum of 18 months relevant experience and | 2 | Yes/No | | | |

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

| Item | Description | Document proof to be submitted with the tender | Schedule A (CoT minimum requirements) | Schedule B (Tenderer's offer and guarantees) | | | |
|------|--|--|--|---|--------------------------------|-----------------------|-------|
| | | | | Owned by Contract or | To be leased by the Contractor | Financial Undertaking | Total |
| | | certified copies of ID of pump station operators | | | | | |
| 3 | The Construction Health and Safety Officer | Occupational Health and Safety Certificate accredited by the South African Council for the Projects and Construction Management Professionals (SACPCMP). | | Yes / No | | | |
| 4 | Backhoe loader machine 55 kw or more; wet + operator | Certified Copies of vehicle registration and or agreement to lease and testing certificates from an accredited testing facility. | 1 | Yes / No | | | |
| 5 | 5ton Hydraulic crane mounted truck with operator | Certified Copies of vehicle registration and or agreement to lease and testing certificates from an accredited testing facility. | 1 | Yes / No | | | |
| 6 | 25ton Hydraulic Excavator | Certified Copies of vehicle registration and or agreement to lease and testing certificates from an accredited testing facility. | 1 | Yes / No | | | |
| | | | | | | | |

NB: Where the tenderer does not meet the minimum requirements RD.D.2, the tenderer will be disqualified.

Contract: ROC 33 2022/23 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

FORM RD.D.4 KEY PERSONNEL

The tenderer shall list in the table below the key personnel to be engaged for this project.

N
ote: Form RD.D.5 must be complete for each person listed below

| | PROPOSED POSITION | NAME | YEARS OF EXPERIENCE |
|---|--|------|---------------------|
| 1 | Artisan (Plumber) | | |
| 2 | Construction Health and Safety Officer | | |
| 3 | Sewer Pump station operator | | |

FORM RD.D.5 CURRICULUM VITAE OF KEY PERSONNEL

Note: This form should be completed for each key person listed in Form RD.D.4

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.D.5 CURRICULUM VITAE OF KEY PERSONNEL

Note: This form should be completed for each key person listed in Form RD.D.4

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

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

FORM RD.D.5 CURRICULUM VITAE OF KEY PERSONNEL

Note: This form should be completed for each key person listed in Form RD.D.4

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

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

FORM RD.D.5 CURRICULUM VITAE OF KEY PERSONNEL

Note: This form should be completed for each key person listed in Form RD.D.4

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

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

FORM RD.D.5 CURRICULUM VITAE OF KEY PERSONNEL

Note: This form should be completed for each key person listed in Form RD.D.4

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

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

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

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

1. General Conditions

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

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.

- 1.6 A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

| Description of services, works or goods | Stipulated minimum threshold |
|--|------------------------------|
| Tender for the repairs and maintenance of the sanitation infrastructure within the City of Tshwane boundaries, as and when required for a 3 year period. | 100% |

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.
- The relevant rates of exchange information is accessible on www.resbank.co.za
- Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

| Currency | Rates of exchange |
|-----------|-------------------|
| US Dollar | |

| | |
|----------------|--|
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

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

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

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON
NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT
RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)
IN RESPECT OF BID NO. ROC 04 2019/20

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

.....
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

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

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

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

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

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

SIGNATURE: _____

WITNESS No. 1 _____

WITNESS No. 2 _____

DATE: _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

| | | | | |
|------|---------------------------|--|----|-----|
| (C1) | Tender No. | ROC 33 2022/23 | | |
| (C2) | Tender description: | TENDER FOR THE REPAIRS AND MAINTENANCE OF THE SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDRIES, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS | | |
| (C3) | Designated product(s): | | | |
| (C4) | Tender Authority: | | | |
| (C5) | Tendering Entity name: | | | |
| (C6) | Tender Exchange Rate: | Pula | EU | GBP |
| (C7) | Specified local content % | | | |

NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS

| Calculation of local content | | | | | | | | Tender summary | | | |
|------------------------------|---------------|--------------------------------|-------------------------|---|----------------|-------------|----------------------------|----------------|--------------------|---------------------------------|------------------------|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) | (C16) | (C17) | (C18) | (C19) |
| | | | | | | | | | | | |
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(C20) Total tender value

R 0

Signature of tenderer from Annex B

(C21) Total Exempt imported content

R 0

(C22) Total Tender value net of exempt imported content

R 0

(C23) Total Imported content

R 0

(C24) Total local content

R 0

Date:

(C25) Average local content % of tender

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

| | | | | | | | |
|------|------------------------|---|--|--|--|--|--|
| (D1) | Tender No. | ROC 33 2022/23 | | | | | NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS |
| (D2) | Tender description: | TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD | | | | | |
| (D3) | Designated Products: | | | | | | |
| (D4) | Tender Authority: | | | | | | |
| (D5) | Tendering Entity name: | | | | | | |
| (D6) | Tender Exchange Rate: | | | | | | |

[illegible]

(D19) Total exempt imported value

R 0

This total must correspond with
Annex C - C 21

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

| | | | | | | | | | | | |
|---|-------|-------|-------|-----------------------|-------|-------|-------|-------------------|-------|-------|-------|
| | | | | Commercial Invoice | | | | costs & duties | | | |
| (D33) | (D34) | (D35) | (D36) | (D37) | (D38) | (D39) | (D40) | (D41) | (D42) | (D43) | (D44) |
| | | | | | | | | | | | |
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| (D45) Total imported value by 3rd party | | | | | | | | | | R 0 | |

| D. Other foreign currency payments | | | Calculation of foreign currency payments | | Summary of payments |
|--|-----------------------------------|----------------------|--|-------------------------|-------------------------|
| Type of payment | Local supplier making the payment | Overseas beneficiary | Foreign currency value paid | Tender Rate of Exchange | Local value of payments |
| (D46) | (D47) | (D48) | (D49) | (D50) | (D51) |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| (D52) Total of foreign currency payments declared by tenderer and/or 3rd party | | | | | |
| Signature of tenderer from Annex B | | | | | |

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

R 0

Date:

This total must correspond with
Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

| | | | |
|------|------------------------|---|--|
| (E1) | Tender No. | ROC 33 2022/23 | NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS |
| (E2) | Tender description: | TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD | |
| (E3) | Designated products: | | |
| (E4) | Tender Authority: | | |
| (E5) | Tendering Entity name: | | |

[illegible]

| | | | |
|-------|---|--|-----|
| | | | |
| | | (E9) Total local products (Goods, Services and Works) | R 0 |
| (E10) | Manpower costs | (Tenderer's manpower cost) | R 0 |
| (E11) | Factory overheads | (Rental, depreciation & amortisation, utility costs, consumables etc.) | R 0 |
| (E12) | Administration overheads and mark-up | (Marketing, insurance, financing, interest etc.) | R 0 |
| | | (E13) Total local content | R 0 |
| | This total must correspond with Annex C - C24 | | |

Signature of tenderer from Annex B

Date: _____

Portion 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

TABLE OF CONTENTS

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

C1.1 FORM OF OFFER AND ACCEPTANCE

STAMP

OFFER

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

ROC 33-2022/23 TENDER FOR THE REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN REQUIRED BASIS FOR A THREE (3) YEAR PERIOD

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

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

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

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

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

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

.....

.....(in words)

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____
2. _____

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data
Part C3 Scope of Work
Part C4 Site Information

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

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

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

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____
2. _____

SCHEDULE OF DEVIATIONS

Notes:

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

4.1 Subject: _____

Details: _____

4.2 Subject: _____

Details: _____

4.3 Subject: _____

Details: _____

4.4 Subject: _____

Details: _____

4.5 Subject: _____

Details: _____

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

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

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

C1.2 CONTRACT DATA

TABLE OF CONTENTS

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

C.1.2.1 GENERAL CONDITIONS OF CONTRACT

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

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

C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT

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

| CLAUSE / SUB-CLAUSE | VARIATION / ADDITION |
|---------------------|--|
| 1.1 | <p>Add the following definitions:</p> <p>1.1.1.35 <i>“Work Package” is work to be carried out under this contract.</i></p> <p>1.1.1.36 <i>“Package Order” is an instruction to carry out a Work Package.</i></p> |
| 1.2.1 | <p>Add the following to the clause:</p> <p>1.2.1.3 <i>Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</i></p> |
| 1.2.3 | <p>Add the following to the clause:</p> <p>1.2.3.1 <i>The Employer has authorised the Executive Director: Regional Operations and Coordination to act on his behalf in respect of this Contract, save for such duties or functions:</i></p> <p>1.2.3.1.1 <i>which other holders of office ex officio execute on behalf of the Employer; or</i></p> <p>1.2.3.1.2 <i>for which the Executive Director: Regional Operations and Coordination has no authority and the Employer’s approval is required before execution thereof.</i></p> |
| 4.3 | <p>Add the following new sub-clause:</p> <p>4.3.3 <i>Wages and conditions of work:</i></p> <p>i. <i>For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectoral Determination: Civil Engineering Sector published from time to time.</i></p> <p>ii. <i>Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</i></p> <p>Add the following new sub-clause:</p> <p>4.3.4 <i>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37(2) of the Act. The Contractor shall sign the Occupational Health and Safety Agreement for Contract Work in the City of Tshwane Metropolitan Municipality included in section C1.5.</i></p> <p>Add the following new sub-clause:</p> |

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

| CLAUSE / SUB-CLAUSE | VARIATION / ADDITION |
|---------------------|---|
| | <p>c. <i>During the contractual defects liability or Maintenance Period which shall not exceed the period reflected in the Schedule but only so far as the Contractors and/or Sub-Contractors may be liable for such loss or damage under the defects liability or maintenance condition/s of the Insured Contract;</i></p> <p>d. <i>Removal of debris;</i></p> <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> |
| 8.6.3 | <p><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> |
| 8.7 | <p><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> |
| 8.8 | <p><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> |
| 8.9 | <p><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> |

| CLAUSE / SUB-CLAUSE | VARIATION / ADDITION |
|---------------------|---|
| | <p>8.10 Contractor satisfied with insurance</p> <p><i>The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover affected by the Employer.</i></p> <p>8.11 Contractor to observe conditions</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 Contractor to insure</p> <p><i>The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurance policies at an insurance company within 14 (fourteen) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Project Manager, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</i></p> <ul style="list-style-type: none"> <i>a. All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i> <i>b. Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R10-million per claim with the number of claims unlimited.</i> <i>c. SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i> <i>d. In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Subcontractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles.</i> <i>e. Proof must also be submitted that the Contractor complies with the conditions of the following legislation:</i> <ul style="list-style-type: none"> <i>- Compensation for Occupational Injuries and disease, 1993</i> <i>- Unemployment Insurance Act, 1996</i> <i>- The Contractor shall in respect of the Site of the contract works appoint in writing a Section 16 appointee to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended.</i> <p>8.13 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.</p> <p>8.14 Reporting of incidents</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"> - <i>Photos of damages caused or suffered as proof or substantiation of the claims.</i> <p>d. <i>In the event of Insured Property being damaged during the Contract Works beyond economical repair, the property must be safeguarded and be handed over to the Employer's insurer for salvage.</i></p> <p>e. <i>The Section: Insurance and Risk Management will inform the Employer's insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer, the Employer's Agent, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</i></p> <p>8.15 <i>Reporting of catastrophic incidents</i></p> <p><i>In the event of an occurrence, which is likely to give rise to a claim, under the insurance policy effected by the Employer, with an estimated loss or damage of more than R250 000,00, the Contractor and the Employer's Agent will adhere to the following procedures:</i></p> <p>a. <i>In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer's Agent Manager of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.</i></p> <p>b. <i>The Employer's Agent must notify the Section: Insurance and Risk Management on the same day that the Contractor/Sub-contractor has notified the Project Manager of the incident.</i></p> <p>c. <i>The Section: Insurance and Risk Management will notify the Employer's insurer of the incident. The Contractor/Sub-contractor shall afford all reasonable access to the Site to the Employer, the Employer's Agent, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</i></p> <p>d. <i>The Employer's Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager</i></p> |

| CLAUSE / SUB-CLAUSE | VARIATION / ADDITION |
|---------------------|--|
| | <p><i>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> |
| 8.16 | <p>Reporting of crime related incidents</p> <p><i>All crime related incidents, losses or shortages irrespective of the value, must be reported within 24 (twenty-four) hours by the person who was involved or who has discovered the incident to the nearest South African Police Services (SAPS) station. The name of the Police Station, Investigation Officer and the Case number must be obtained and stated on the Contractor Claim Form. Should the incident not be reported to the SAPS, the claim will be repudiated.</i></p> |
| 8.17 | <p>Claim documentation</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> |
| 8.18 | <p>Authorization of claim forms</p> <p><i>It is imperative that a formally delegated official or his nominee of the Employer should authorize the Contractor Claim forms as proof of the appropriate authorization, verification and approval of claims submitted. The 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> |
| 8.19 | <p>Contractor to pay deductibles</p> <p><i>Any claim in terms of the insurance affected by the Employer shall be subject to the Contractor being responsible for the payment of the amount stated in the Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the Certificate of Insurance issued by the Employer's insurer in terms of the Policy.</i></p> |
| 8.20 | <p>Settlement of claims</p> <p><i>All incidents reported to the Section: Insurance and Risk Management in respect of an occurrence, which is likely to give rise to a claim will be forwarded to the</i></p> |

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

C1.2.3 DATA PROVIDED BY THE EMPLOYER

| CLAUSE/OPTION | | DATA | | | | | | | | | | | | | | | | | | | | | | | | | |
|---------------|---|--|--|--------|---------------|-------|--|-------|---|--------|--|-------|---|-------|---------------------------------------|-------|--|---------|---|-------|----------------------------------|------|-------------------------------------|--------|--------------------------------|--------|--|
| 1.1.1.13 | The Defects Liability period is: | <u>3 (three) months</u> | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.1.1.14 | The time for achieving Practical Completion is: | The time allocated by the Employer’s Agent | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.1.1.15 | The name of the Employer is: | City of Tshwane Metropolitan Municipality. | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.1.1.26 | The Pricing Strategy is: | Re-measurement Contract | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.2.1.2 | The address of the Employer is: | Physical Address: | Isivuno House 143 Lilian Ngoyi Street, Pretoria | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Postal Address: | P.O. Box 1409 PRETORIA 0001 | | | | | | | | | | | | | | | | | | | | | | | | |
| | | E-Mail Address: | Calip@tshwane.gov.za | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.1.1.16 | The name of the Employer’s Agent is: | Mrs Hellen Mapaila | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.2.1.2 | The address of the Employer’s Agent is: | Physical Address: | Eersterus Civic Centre 252 Hans Coverdale Rd West | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Postal Address: | P.O. Box 1409 PRETORIA 0001 | | | | | | | | | | | | | | | | | | | | | | | | |
| | | E-Mail Address: | HellenTa@tshwane.gov.za | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.1.3 | | <ul style="list-style-type: none">• The Employer’s Agent is required to obtain approval of the Employer:<ul style="list-style-type: none">▪ for expenditure on the Contract to exceed the Contract Price;▪ prior to the execution of any of the following duties of functions: <table><tr><th>CLAUSE</th><th>DUTY/FUNCTION</th></tr><tr><td>3.2.4</td><td>Authorization to Employer’s Agent Representative or any other person</td></tr><tr><td>3.3.1</td><td>Nomination of person as Employer’s Agent Representative</td></tr><tr><td>4.10.1</td><td>Approval to use the Site for any other purpose such as housing</td></tr><tr><td>5.3.1</td><td>Delivery of the written notice to commence the execution of the works</td></tr><tr><td>5.6.3</td><td>Approval of programme of construction</td></tr><tr><td>5.7.2</td><td>Permission to carry out work by day and by night</td></tr><tr><td>5.8.1.1</td><td>Approval to work on special non-working days and between sunset and sunrise</td></tr><tr><td>5.9.7</td><td>Approval of Contractor’s designs</td></tr><tr><td>5.11</td><td>Suspension of progress of the Works</td></tr><tr><td>5.13.2</td><td>Reduction of penalty for delay</td></tr><tr><td>5.14.2</td><td>The issue of a Certificate of Practical Completion</td></tr></table> | | CLAUSE | DUTY/FUNCTION | 3.2.4 | Authorization to Employer’s Agent Representative or any other person | 3.3.1 | Nomination of person as Employer’s Agent Representative | 4.10.1 | Approval to use the Site for any other purpose such as housing | 5.3.1 | Delivery of the written notice to commence the execution of the works | 5.6.3 | Approval of programme of construction | 5.7.2 | Permission to carry out work by day and by night | 5.8.1.1 | Approval to work on special non-working days and between sunset and sunrise | 5.9.7 | Approval of Contractor’s designs | 5.11 | Suspension of progress of the Works | 5.13.2 | Reduction of penalty for delay | 5.14.2 | The issue of a Certificate of Practical Completion |
| CLAUSE | DUTY/FUNCTION | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.2.4 | Authorization to Employer’s Agent Representative or any other person | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.3.1 | Nomination of person as Employer’s Agent Representative | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.10.1 | Approval to use the Site for any other purpose such as housing | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.3.1 | Delivery of the written notice to commence the execution of the works | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.6.3 | Approval of programme of construction | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.7.2 | Permission to carry out work by day and by night | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.8.1.1 | Approval to work on special non-working days and between sunset and sunrise | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.9.7 | Approval of Contractor’s designs | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.11 | Suspension of progress of the Works | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.13.2 | Reduction of penalty for delay | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.14.2 | The issue of a Certificate of Practical Completion | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | |
|---------|---|---|--------|--|--------|---|-------|---|-----|--|------|--|-------|---|-------|---------------------------------------|---------|---|
| | | <table><tr><td>5.14.4</td><td>The issue of a Certificate of Completion</td></tr><tr><td>5.16.1</td><td>The issue of a Final Approval Certificate</td></tr><tr><td>6.3.1</td><td>Variation Orders in respect of variations which are not small</td></tr><tr><td>6.6</td><td>Instruction to expend on Provisional and Prime Cost Sums</td></tr><tr><td>6.11</td><td>Adjustment of Preliminary and General allowances</td></tr><tr><td>7.8.1</td><td>Order to execute work of repair, etc, during the Defects Liability Period</td></tr><tr><td>7.8.2</td><td>Determination of value of repair work</td></tr><tr><td>8.2.2.2</td><td>Order to repair and make good damage arising from any excepted risk</td></tr></table> | 5.14.4 | The issue of a Certificate of Completion | 5.16.1 | The issue of a Final Approval Certificate | 6.3.1 | Variation Orders in respect of variations which are not small | 6.6 | Instruction to expend on Provisional and Prime Cost Sums | 6.11 | Adjustment of Preliminary and General allowances | 7.8.1 | Order to execute work of repair, etc, during the Defects Liability Period | 7.8.2 | Determination of value of repair work | 8.2.2.2 | Order to repair and make good damage arising from any excepted risk |
| 5.14.4 | The issue of a Certificate of Completion | | | | | | | | | | | | | | | | | |
| 5.16.1 | The issue of a Final Approval Certificate | | | | | | | | | | | | | | | | | |
| 6.3.1 | Variation Orders in respect of variations which are not small | | | | | | | | | | | | | | | | | |
| 6.6 | Instruction to expend on Provisional and Prime Cost Sums | | | | | | | | | | | | | | | | | |
| 6.11 | Adjustment of Preliminary and General allowances | | | | | | | | | | | | | | | | | |
| 7.8.1 | Order to execute work of repair, etc, during the Defects Liability Period | | | | | | | | | | | | | | | | | |
| 7.8.2 | Determination of value of repair work | | | | | | | | | | | | | | | | | |
| 8.2.2.2 | Order to repair and make good damage arising from any excepted risk | | | | | | | | | | | | | | | | | |
| 5.3.1 | The documentation required before commencement with Works execution are: | <ul style="list-style-type: none">• Health and Safety Plan (Refer to Clause 4.3)• Initial programme (Refer to Clause 5.6)• Security (Refer to Clause 6.2)• Proof that all contributions required in terms of the provisions of the Workman’s Compensation Act (Act no 30 of 1941) as amended in 1993, 2002 have been paid (Refer to Cause 4.3.2)• A certified copy of Unemployment Insurance Certificate, Act of 1996 (Refer to Clause 4.3.2) | | | | | | | | | | | | | | | | |
| 5.3.2 | The time to submit the documentation required from the Commencement Date is: | 28 days | | | | | | | | | | | | | | | | |
| 5.8.1 | The non-working days are: | N/A | | | | | | | | | | | | | | | | |
| | The special non-working days are: | N/A | | | | | | | | | | | | | | | | |
| 5.13.1 | The penalty for failing to attend the work/job card given by City of Tshwane relevant official within 24hours is: | 10% deduction from the total cost of the task. | | | | | | | | | | | | | | | | |
| 5.16.3 | The latent defect period is: | 1 (one) year | | | | | | | | | | | | | | | | |
| 6.2.1 | Type of security for due performance: | <ul style="list-style-type: none">• Guarantee from approved financial institution or cash deposit.• The Form of Guarantee is to contain the wording of the pro forma document included as C1.3 or C1.4 contained herein. | | | | | | | | | | | | | | | | |
| | Liability of performance guarantee/cash deposit | The liability of the guarantee shall be for R100 000.00. | | | | | | | | | | | | | | | | |
| 6.2.2 | Retention money guarantee | Not permitted | | | | | | | | | | | | | | | | |
| 6.8.2 | Adjustment in rates and/or prices | <ul style="list-style-type: none">• The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:• “L” is the “Labour Index” and shall be Gauteng under CPI as published by Statistics South Africa.• “P” is the “Plant Index” and shall be Plant and equipment under Mining and construction plant and equipment price index as published by Statistics South Africa. | | | | | | | | | | | | | | | | |

| | | <p>"M" is the "Material Index" and shall be the Production Price Steel Index for medium sections from Table E-A as published by SEIFSA.</p> <p>"F" is the "Fuel Index" and shall be Diesel under PPI as published by Statistics South Africa.</p> <table border="1"> <thead> <tr> <th>Coefficient</th><th>Description</th><th>Value</th></tr> </thead> <tbody> <tr> <td><i>x</i></td><td>Portion not subject to adjustment</td><td>0.10</td></tr> <tr> <td><i>a</i></td><td>Labour</td><td>0.20</td></tr> <tr> <td><i>b</i></td><td>Civil Engineering Plant</td><td>0.10</td></tr> <tr> <td><i>c</i></td><td>Material</td><td>0.60</td></tr> <tr> <td><i>d</i></td><td>Fuel</td><td>0.10</td></tr> </tbody> </table> <p>(Coefficients a, b, c and d must sum to one)</p> <ul style="list-style-type: none"> The urban area nearest the Site is Tshwane. The base month for year one is the month prior to the closing of the procurement process required for a financial offer. | Coefficient | Description | Value | <i>x</i> | Portion not subject to adjustment | 0.10 | <i>a</i> | Labour | 0.20 | <i>b</i> | Civil Engineering Plant | 0.10 | <i>c</i> | Material | 0.60 | <i>d</i> | Fuel | 0.10 |
|-------------|---|---|-------------|-------------|-------|----------|-----------------------------------|-------------|----------|--------|-------------|----------|-------------------------|-------------|----------|----------|-------------|----------|------|-------------|
| Coefficient | Description | Value | | | | | | | | | | | | | | | | | | |
| <i>x</i> | Portion not subject to adjustment | 0.10 | | | | | | | | | | | | | | | | | | |
| <i>a</i> | Labour | 0.20 | | | | | | | | | | | | | | | | | | |
| <i>b</i> | Civil Engineering Plant | 0.10 | | | | | | | | | | | | | | | | | | |
| <i>c</i> | Material | 0.60 | | | | | | | | | | | | | | | | | | |
| <i>d</i> | Fuel | 0.10 | | | | | | | | | | | | | | | | | | |
| 6.8.3 | Price adjustment for variations in the cost of special materials | Not allowed | | | | | | | | | | | | | | | | | | |
| 6.10.1.5 | The percentage advance on materials not yet built into the Permanent Works is: | 0% (Zero percent) | | | | | | | | | | | | | | | | | | |
| 6.10.3 | Percentage retention is: | N/A | | | | | | | | | | | | | | | | | | |
| | The limit of retention money is: | N/A | | | | | | | | | | | | | | | | | | |
| 8.6 | Insurance of the Works and Public Liability Insurance | <p>The Employer shall arrange this insurance.</p> <p>A copy of the policy and the list of excesses may be obtained from</p> <p>Contractors All Risk and Liability Insurance Ms. Morongwa Mokoena (Tel: 012 358 1126) (morongwam@tshwane.gov.za) Mrs Ronett Marlow-Reid (Tel: 012 358 1131) (ronettm@tshwane.gov.za) Mr Lawrence Matjila (Tel: 012 358 1374) (lawrencem@tshwane.gov.za)</p> | | | | | | | | | | | | | | | | | | |
| | The value of plant and materials supplied by the Employer to be included in the insurance sum is: | R 0 (zero) | | | | | | | | | | | | | | | | | | |
| | Responsibility for payment of deductibles in respect of Insurance of Works as well as Public Liability Insurance: | Deductibles are the responsibility of the Contractor | | | | | | | | | | | | | | | | | | |
| | Construction Plant: | Contractor to insure. Policy to be approved by Employer | | | | | | | | | | | | | | | | | | |
| 10.5 | Determination of disputes | Ad-hoc Adjudication Board | | | | | | | | | | | | | | | | | | |
| 10.5.3 | Number of Adjudication Board members to be appointed: | One | | | | | | | | | | | | | | | | | | |
| 10.6 | Disagreement with Adjudication Board's decision, refer matters to: | Court proceedings | | | | | | | | | | | | | | | | | | |

C1.2.4 DATA PROVIDED BY THE CONTRACTOR

| CLAUSE/OPTION | | DATA | | |
|---------------|---|--|------|--------------------|
| 1.1.1.9 | The name of the Contractor is: | | | |
| 1.2.1.2 | The address of the Contract is: | • Physical Address: | | |
| | | • Postal Address: | | |
| | | • Facsimile: | | |
| | | • E-Mail Address: | | |
| 6.2.1 | The security to be provided by the Contractor shall be | Bank rating of a minimum C grading or for preforming work for the value of R4Million by a registered financial service provider. | | |
| 6.8.3 | Price adjustments for variations in the cost of special materials | The variation in cost of special materials is: | | |
| | | Type of material | Unit | Base Rate or Price |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

C1.3 FORM OF GUARANTEE

WHEREAS

The City of Tshwane Metropolitan Municipality
(hereinafter referred to as the "Council"),

enters into a Contract (No ROC 33 2022/23) with

(hereinafter referred to as the "Contractor")

for _____

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

NOW THEREFORE we the undersigned _____

_____ (full names of authorized agent(s))

and acting in my/our capacity as _____

and _____

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

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

R _____ (_____)

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

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

R _____ (_____)

or such portion thereof as may be required by the Council, immediately upon receiving written demand from the Council which written demand shall be addressed to the Guarantor at (*domicilium* address)

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

Exceptio non numerate pecuniae

Exception non causa debiti

Beneficium de duobus vel pluribus reis debendi

Beneficium ordinis deu excussionis

Beneficium divisionis

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

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

This document is not negotiable or transferable.

FOR AND ON BEHALF OF THE BANKER/INSURER:

BANKER/INSURER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

ANNEXURE

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

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

C1.4 GUARANTEE (CASH DEPOSIT)

Contract:

Description of Contract:

Employer:

CITY OF TSHWANE METROPOLITAN MUNICIPALITY

Contractor:

I/We, the undersigned, deposit herewith ⁴cash / a bank certified cheque, in the amount of

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

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

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

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

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

⁴ Delete which is not applicable

**Contract ROC 33-2022/23: TENDER FOR THE REPAIRS AND MAINTANENCE OF THE SANITATION INFRUSTRUCTURE
WITHIN THE CITY OF TSHWANE BOUNDRIES, AS AND WHEN REQUIRED FOR A 3 YEAR PERIOD**

Part C2.1: Pricing Data

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

C1.5 HEALTH AND SAFETY AGREEMENT

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

CITY OF TSHWANE

(Hereinafter referred to as the "EMPLOYER")

AND

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

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

**ROC 01-2021/22 TENDER FOR THE REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE
CITY OF TSHWANE BOUNDRIES ON AN AS AND WHEN REQUIRED BASIS FOR A THREE (3) YEAR PERIOD**

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

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

NOW THEREFORE the parties agree as follows:

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

Part C2.1: Pricing Data

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

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

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

C1.6 ADJUDICATOR'S AGREEMENT

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

_____ (name of company / organisation)

of _____

_____ (address) and

_____ (name of company / organisation)

of _____

_____ (address) (the

Parties) and

_____ (name of Adjudicator)

of _____

_____ (address) (the
Adjudicator).

Disputes or differences may arise/have arisen⁵ between the Parties under a Contract dated _____ and known
as _____

and these disputes or differences shall be/have been⁶ referred to adjudication in accordance with the CIDB
Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested
to act.

IT IS NOW AGREED as follows:

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

⁵ Delete as necessary

⁶ Delete as necessary

**Contract ROC 33-2022/23: TENDER FOR THE REPAIRS AND MAINTANENCE OF THE SANITATION INFRUSTRUCTURE
WITHIN THE CITY OF TSHWANE BOUNDRIES, AS AND WHEN REQUIRED FOR A 3 YEAR PERIOD**

Part C2.1: Pricing Data

SIGNED by:

Name:

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

Witness

Name:

Address:

Date:

SIGNED by:

Name:

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

Witness:

Name

Address:

Date:

SIGNED by:

Name:

the Adjudicator in the presence of

Witness:

Name:

Address:

Date:

Contract Data

| | |
|---|---|
| 1 | The Adjudicator shall be paid at the hourly rate of R _____ in respect of all time spent upon, or in connection with, the adjudication including time spent travelling. |
| 2 | The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure. |
| 3 | The Adjudicator shall be paid an appointment fee of R _____. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties. |
| 4 | The Adjudicator is/is not ⁷ currently registered for VAT. |
| 5 | Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice. |
| 6 | All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding. |

⁷ Delete as necessary

PART C2: PRICING DATA

ROC 33-2022/23: TENDER FOR THE REPAIRS AND MAINTANENCE OF
THE SANITATION INFRUSTRUCTURE WITHIN THE CITY OF
TSHWANE BOUNDRIES, AS AND WHEN REQUIRED FOR A 3 YEAR
PERIOD

PRICING DATA

CONTENTS

| | | |
|-------------|--|-----|
| <u>C2.1</u> | <u>PRICING INSTRUCTIONS</u> | 124 |
| | 1. <u>General</u> | 124 |
| | 2. <u>Pay Items</u> | 124 |
| | 3. <u>Rates</u> | 125 |
| <u>C2.2</u> | <u>PRICE SCHEDULE</u> | 1 |
| <u>C2.3</u> | <u>SUMMARY OF PRICE SCHEDULE</u> | 7 |

C2.1 PRICING INSTRUCTIONS

1. General

- 1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule 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 Price Schedule shall be read with all the documents which form full of this Contract.
- 1.3 The following words shall have the meanings hereby assigned to them:
- | | |
|-----------|--|
| Unit: | The unit of measurement for each item of work in terms of the Specifications and the Project Specifications. |
| Quantity: | The number of units of work for each item. |
| Rate: | The payment per unit of work at which the tenderer tenders to do the work. |
| Amount: | The product of the quantity and the rate tendered for an item. |
| Lump sum: | An amount tendered for an item, the extent of which is described in the Price Schedule, the Specifications and the Project Specifications, but the quantity of work of which is not measured in any units. |
- 1.4 Reference shall be made to the General and Special Conditions of Contract regarding Provisional and Prime Costs Sums.
- 1.5 Work reserved for Labour Intensive construction methods will be numbered with a prefix “ LI ” in the Price Schedule to distinguish them from the conventional construction works. Such work shall be constructed using local labour who are temporarily employed in terms of the project specification

2. Pay Items

- 2.1 Descriptions in the Price Schedule 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 Price Schedule, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.
- 2.2 The item numbers appearing in the Price Schedule refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the latter case, the item number is prefixed with the letter “B”. The same applies to new clauses added to the standard specifications.
- 2.3 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

- 2.4 The quantities set out in the Price Schedule are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- 2.5 The units of measurement described in the Price Schedule are metric units. Abbreviations used in the Price Schedule are as follows:

| | | | | | | |
|----------------------|---|-----------------------|-----|----------|---|-------------------|
| Mm | = | millimetre | | h | = | hour |
| M | = | metre | | kg | = | kilogram |
| Km | = | kilometre | | t | = | ton (1000kg) |
| m ² | = | square metre | | no. | = | number |
| m ² .pass | = | square metre pass | sum | = | | lump sum |
| ha | = | hectare | | MN | = | mega Newton |
| m ³ | = | cubic metre | | MN.m | = | mega Newton-metre |
| m ³ .km | = | cubic metre-kilometre | | PC sum | = | Prime Cost sum |
| l | = | litre | | Prov sum | = | Provisional sum |
| kl | = | kilolitre | | % | = | Per cent |
| MPa | = | Mega Pascal | | kW | = | kilowatt |
| V | = | Volt | | KVA | = | kilovolt-ampere |
| A | = | Ampere | | | | |

3. Rates

- 3.1 The prices and rates to be inserted in the Price Schedule are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 3.2 A price or rate is to be entered against each item in the Price Schedule, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as “included” or “provided elsewhere” will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.
- Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Price Schedule and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.
- 3.3 The Tenderer shall fill in a rate against all items where the words “rate only” appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.
- 3.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered

price in the “Amount” column and show the corresponding total tendered price.

- 3.5 The tenderer shall not group together a number of items and tender one rate for such group of items.
- 3.6 All rates and sums of money quoted in the Price Schedule shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 3.7 All prices and rates entered in the Price Schedule must be **excluding** VAT. VAT will be added last on the summary page of the Price Schedule.
- 3.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.

CORRECTION OF ENTRIES MADE BY TENDERER

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

C2.2 PRICE SCHEDULE

Looking at the requirements of the regions and the importance of the project, it is proposed to appoint 3 service providers for the Maintenance of Sanitation infrastructure. This will assist in keeping the project under a reasonable budget and to offer flexibility.

BILL OF QUANTITIES

| ITEM | DESCRIPTION | UNIT | QUANTIT Y | RATE | AMOUNT (EXC VAT) |
|--------------------------------------|--|-------------|----------------------|-------------|---------------------|
| 1. | GENERAL REQUIREDMENTS AND CHARGES | | | | |
| 1.1 | COMPLAINCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT AND APPLICABLE REGULATIONS | UNIT | QUANTIT Y | RATE | AMOUNT |
| 1.1.1 | Provision of health and safety plan | Lump sum | 1 | | |
| 1.1.2 | Provision of Health and Safety file | Lump sum | 1 | | |
| 1.1.3 | Provision of Safety Officer (fulltime) | Per month | 36 | | |
| 1.2 | DAY WORKS | UNIT | QUANTIT Y | RATE | AMOUNT |
| 1.2.1 | Provision of blockage removal vehicle | Hour | 2920 | | |
| 1.2.2 | Provision of a qualified Artisan | Hour | 2920 | | |
| 1.2.3 | Provision of two Artisan assistants | Hour | 2920 | | |
| 1.3 | Plant and Machinery (For emergency work on site) | UNIT | QUANTIT Y | RATE | AMOUNT |
| 1.3.1 | Combination sewer jet | Hour | 1460 | | |
| 1.3.2 | Backhoe loader | Hour | 1460 | | |
| 1.3.3 | Hydraulic excavator | Hour | 1460 | | |
| 1.3.4 | Hydraulic crane truck | Hour | 1460 | | |
| SUBTOTAL AMOUNT (EXC VAT) | | | | | |
| 2 | CLEARING OF SEWER BLOCKAGES ON OUTFALL LINES | | | | |

| 2.1 | Clearing of outfall sewer network blockages | UNIT | QUANTIT Y | RATE | AMOUNT (EXC VAT) |
|--------------------------------------|--|-------------|----------------------|-------------|-----------------------------|
| 2.1.2 | Nominal pipe diameter between 415mm and 612mm | per task | 252 | | |
| 2.1.3 | Nominal pipe diameter between 650mm and 900mm | per task | 251 | | |
| 2.1.4 | Nominal pipe diameter between 950mm and 1200mm | per task | 251 | | |
| SUBTOTAL AMOUNT (EXC VAT) | | | | | |

| | | | | | |
|------------|---|-------------|------------------|-------------|-------------------------|
| 3 | REPAIRS AND RECONSTRUCTION OF BROKEN EXISTING SEWER NETWORK PIPES AND MAIN OUTFALL SEWER PIPELINES | | | | |
| 3.1 | For nominal diameter up to 152mm (including required material) | UNIT | QUANTIT Y | RATE | AMOUNT (EXC VAT) |
| 3.1.1 | PVC pipe | m | 251 | | |
| 3.1.2 | UPVC pipe | m | 251 | | |
| 3.1.3 | Clay pipe | m | 251 | | |
| 3.1.4 | Asbestos cement pipe | m | 251 | | |
| 3.1.5 | Steel pipe | m | 251 | | |
| 3.2 | For nominal diameter between 155mm and 410mm (including required material) | UNIT | QUANTIT Y | RATE | AMOUNT (EXC VAT) |
| 3.2.1 | PVC pipe | m | 251 | | |
| 3.2.2 | UPVC pipe | m | 251 | | |
| 3.2.3 | Clay pipe | m | 251 | | |
| 3.2.4 | Asbestos cement pipe | m | 251 | | |
| 3.2.5 | Steel pipe | m | 251 | | |
| 3.3 | For nominal diameter between 415mm and 612mm (including required material) | UNIT | QUANTIT Y | RATE | AMOUNT (EXC VAT) |
| 3.3.1 | PVC pipe | m | 251 | | |
| 3.3.2 | UPVC pipe | m | 251 | | |
| 3.3.3 | Clay pipe | m | 251 | | |
| 3.3.4 | Asbestos cement pipe | m | 251 | | |
| 3.3.5 | Steel pipe | m | 251 | | |
| 3.4 | For nominal diameter between 650mm and 900mm (including required material) | UNIT | QUANTIT Y | RATE | AMOUNT (EXC VAT) |
| 3.4.1 | PVC pipe | m | 251 | | |
| 3.4.2 | UPVC pipe | m | 251 | | |
| 3.4.3 | Clay pipe | m | 251 | | |
| 3.4.4 | Asbestos cement pipe | m | 251 | | |
| 3.4.5 | Steel pipe | m | 251 | | |

| 3.5 | For nominal diameter between 950mm and 1200mm (including required material) | UNIT | QUANTIT Y | RATE | AMOUNT |
|--------------------------------------|--|------------------|----------------------|-------------|---------------|
| 3.5.1 | PVC pipe | m | 251 | | |
| 3.5.2 | UPVC pipe | m | 251 | | |
| 3.5.3 | Clay pipe | m | 251 | | |
| 3.5.4 | Asbestos cement pipe | m | 251 | | |
| 3.5.5 | Steel pipe | m | 251 | | |
| SUBTOTAL AMOUNT (EXC VAT) | | | | | |
| 4. | OPERATION AND CLEANING OF SEWER PUMP STATION | UNIT | QUANTIT Y | RATE | AMOUNT |
| 4.1 | Provision of Sewer Pump Station Operator | per 8-hour shift | 712 | | |
| SUBTOTAL AMOUNT (EXC VAT) | | | | | |

| | | | | | |
|----------------------------------|---|----------------|-----------------|-------------|---------------|
| | | | | | |
| 5. | CLEANING AND REHABILITATION OF POLLUTED AREA AS A RESULT OF SEWER SPILLAGE | UNIT | QUANTITY | RATE | AMOUNT |
| 5.1 | Removal and disposal of rubble and other waste resulting from the sewer spillage | m ² | 10 000 | | |
| 5.2 | Cleaning and rehabilitation of the spillage area by applying sewer odour removing agent | m ² | 10 000 | | |
| SUBTOTAL AMOUNT (EXC VAT) | | | | | |
| 6. | CHANNELING AND BENCHING | UNIT | QUANTITY | RATE | AMOUNT |
| 6.1 | Reconstruction of manhole benching for chamber size up to 1600mm diameter | Number | 100 | | |
| 6.2 | Reconstruction of manhole benching for chamber size greater than 1600mm diameter | Number | 100 | | |
| SUBTOTAL AMOUNT (EXC VAT) | | | | | |
| 7. | TRENCHING | UNIT | QUANTITY | RATE | AMOUNT |
| 7.1 | Excavation and Backfilling of trenches (Normal conditions) | mm | 20 000 | | |
| 7.2 | Excavation and backfilling of trenches (Wet and clayey conditions) | m ³ | 20 000 | | |
| SUBTOTAL AMOUNT (EXC VAT) | | | | | |

Contract ROC 33-2022/23: TENDER FOR THE REPAIRS AND MAINTANENCE OF THE SANITATION INFRUSTRUCTURE
WITHIN THE CITY OF TSHWANE BOUNDRIES, AS AND WHEN REQUIRED FOR A 3 YEAR PERIOD

| | | | | | |
|--------------------------|---|------|----------|------|--------|
| | | | | | |
| 8. | SEWER PIPE INSPECTION | UNIT | QUANTITY | RATE | AMOUNT |
| 8.1 | Sewer Pipe inspection using CCTV Camera | m | 5000 | | |
| SUBTOTAL AMOUNT(EXC VAT) | | | | | |

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

DATE:

C2.3 SUMMARY OF PRICE SCHEDULE

| ITEM | DESCRIPTION | | AMOUNT | |
|------|--|---|--------|--|
| 1 | GENERAL REQUAREDMENTS AND CHARGES | R | | |
| 2 | CLEARING OF SEWER BLOCKAGES ON OUTFALL LINES | R | | |
| 3 | REPAIRS AND RECONSTRUCTION OF BROKEN EXISTING SEWER NETWORK PIPES AND MAIN OUTFALL SEWER PIPELINES | R | | |
| 4 | OPERATION AND CLEANING OF SEWER PUMP STATION | R | | |
| 5 | CLEANING AND REHABILITATION OF POLLUTED AREA AS A RESULT OF SEWER SPILLAGE | R | | |
| 6 | CHANNELING AND BENCHING | R | | |
| 7 | TRENCHING | R | | |
| 8 | SEWER PIPE INSPECTION | R | | |
| | TOTAL AMOUNT | R | | |
| | TOTAL AMOUNT @15% VAT | R | | |
| | | | | |
| | CONTRACT PRICE CARRIED FORWARD TO FORM OF OFFER | R | | |

REGIONAL OPERATIONS AND COORDINATION

BID NAME

TENDER FOR THE REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN REQUIRED BASIS FOR A THREE (3) YEAR PERIOD

BID NUMBER

(ROC 33 - 2022/23)

1. INTRODUCTION AND PURPOSE

The City of Tshwane (CoT) is responsible for the repairs and maintenance of the sanitation infrastructure within the seven (7) regions. This sanitation infrastructure is made up of

reticulation network pipes, manholes, outfall collectors, and pump stations to transport sewage on gravity pipelines. The repairs and maintenance of the sanitation infrastructure are currently executed through a hybrid system utilising limited CoT internal resources and as-and-when required service provider.

The purpose of this tender is to appoint various service providers on an as-and-when required basis to augment CoT's limited internal resources in the execution of repairs and maintenance of the sanitation infrastructure within the set norms and standards.

2. BACKGROUND

The need for this project was identified in 2002, when the CoT was experiencing difficulties in delivering efficient sanitation services due to the shortage of human capital, skills, vehicles, and necessary equipment. The CoT internal resources were further compounded by the incorporation of previous Municipalities and Water Boards such as Sandspruit Works Association, Magalies Water, Kungwini Local Municipality, Nokeng tsa Taemane Local Municipality, and Metsweding District Municipality into the City of Tshwane. The ROC has to date not been able to fully capacitate the Water and Sanitation Sections in relation to sanitation services to be able to render these services unaided hence the need for as and when required service providers.

It is the intention of the CoT to award this tender to minimum three (3) different bidders on an as and when required basis to augment CoT's limited internal resources (i.e., human, skills, and equipment) in the execution of repairs and maintenance of the sanitation infrastructure within the set norms and standards.

The CoT will benefit from the award and successful implementation of this contract to achieve service delivery obligations and to protect the environment against prolonged sewer spillages which may cause harm to the environment.

To manage the contract and account for all expenditure incurred, each appointed service provider's teams will be issued with job cards as and when their services are required. The CoT relevant representative will monitor and supervise the performance of service provider's teams to ensure allocated work is efficiently completed and at the expected quality.

3. PROJECT SCOPE

3.1. Scope of Work

The tender is for a three-year period from the date of award by the CoT as reflected on the appointment letter/s of successful bidder/s. The successful bidder/s and their resources will be committed on an as and when basis to all City of Tshwane latest regions as per allocation. The relevant department will do the allocation of regions to successful bidder/s after the contract has been awarded. The services required will mostly consist of removal and clearing of sewer blockages/overflows, repairs of collapsed and/or broken sewer pipes, operation of sewer pump stations, and any preventative maintenance work on the sanitation infrastructures within the seven (7) regions.

Any of the appointed service provider must provide the necessary resources to carry out the repairs and maintenance on the CoT's sanitation infrastructure on an as and when required basis. Consequently, the service provider will be required to be available to carry out repairs and maintenance activities on a 24/7 basis (i.e., 24 hours a day and 7 days a week).

3.1.1. AREAS WHERE SERVICE WILL TAKE PLACE

The work to be carried out on an as and when required basis will be in the different Areas, which fall within the latest boundaries of the City of Tshwane Metropolitan Municipality.

3.2. MAIN FUNCTIONS OF THE TENDER

- Clearing of municipal sewer blockages,
- Operation and cleaning of sewer pump stations, and
- Repairs and reconstruction of all existing sewer network pipes and main outfall sewer pipeline.

The service provider will be issued a work order/job card for each task to be performed by the CoT's responsible person (i.e., either Foreman, Functional Head, Deputy Director or Director), detailing the requested work to be carried and the site location. The work order/job card must be signed off by the service provider and verified by the relevant CoT responsible person on completion of the required work. In terms of the CoT's norms and

standards, sewer related service requests/complaints must be resolved within 8 hours after being logged/registered. Therefore, the service providers must be on the site of the

repair work to be carried out within two (2) hours of being contacted by the CoT's responsible person with all personnel, material, and equipment necessary to carry out the task required.

3.2.1. CLEARING OF MUNICIPAL SEWER NETWORK BLOCKAGES

Municipal sewer pipe network

Refers to the sewer collection pipeline from the last rodding eye in a household connection to the inlet works of a Waste-Water Treatment Plant (WWTP). In the case of a private sewer blockage which refers to the sewer collection pipeline, 0.6m from property boundary, where the municipal sewer pipeline runs within the property boundary and 1.6m from the property boundary wall, where the municipal sewer pipeline runs outside the property boundary, in cases of mid-block sewer networks. The Municipality will determine the start points of other then mid-block municipal sewer lines.

A written notice of the cost liable by the affected consumer to the CoT for the clearing of private sewer blockages will be issued in relation to the "City of Tshwane Wastewater collection by-laws". The affected client will be required to acknowledge and give written consent by signing applicable document prior to the unblocking of any private sewer collection pipeline.

Municipal sewer pipe network

Refers to the sewer collection pipeline, 0.6m from property boundary, where the municipal sewer pipeline runs within the property boundary and 1.6m from the property boundary wall, where the municipal sewer pipeline runs outside the property boundary, in cases of mid-block sewer networks. The start points of other then mid-block municipal sewer lines, will be determined by the Municipality.

Foreign object

Refers to the objects which may cause an obstruction in a sewer pipeline therefore resulting in a blockage/ spillage, these objects may include but not limited to Fats, Oil,

Grease, Cloths, Sand, Stones, Roots etc.
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Flow

Refers to the way sewage water is flowing in the pipeline according to the design criteria.

The municipal sewer network is responsible for the collection of sewage water from households to the treatment works where harmful biological substances and debris are removed from the water and then discharged back into the environment. For this tender, the “*Clearing of Sewer Network Blockages*” will entail the removal of foreign objects which cause the obstruction of flow in the municipal network pipe resulting in blockages/ sewer spillages.

3.2.1.1. CLEARING OF SEWER BLOCKAGES

The “Clearing of sewer blockages” refers to the removal of any foreign objects which cause obstruction of flow inside a sewer pipe resulting in an undesired flow depth in the pipe and sewage spillages. The removal of the sewer blockages will be done by manually rodding through the affected pipe section using nearest entry points (i.e., manholes) to access the underground pipelines.

3.2.1.2. CLEARING OF STUBBORN MUNICIPAL SEWER BLOCKAGES

The “*Clearing of stubborn municipal sewer blockages*” refers to the removal of any foreign object which cannot be removed through manual rodding, in cases of stubborn blockages, a “*High Pressure Jetting machine or vacuum cleaners*” may be utilized to clear the blockage.

The clearing of the blockage will be deemed successful and payable when the foreign objects have been fully cleared and the pipe section flow has been restored to normal.

Foreign object

Refers to the objects which may cause an obstruction in a sewer pipeline therefore resulting in a blockage/ spillage, these objects may include but not limited to Fats, Oil, Grease, Cloths, Sand, Stones, Roots etc.

Flow

Refers to the way sewage water is flowing in the pipeline according to the design criteria.

Access points used to access internal household sewer collection pipes.

Gully Trap

Gully trap situated between the internal plumbing systems and the outlet of the private sewer pipes which is used to trap foreign objects from accessing the sewer pipeline.

For this tender, the “*Clearing of Private Sewer Pipeline Blockages*” will entail the removal of foreign objects which cause the obstruction of flow, 0.6 m from property boundary, where the Municipal Sewer pipeline runs within the property boundary and 1.6m from the property boundary wall, where the Municipal Sewer Pipeline runs outside the property boundary, in cases of mid - block sewer networks.

The clearing of the blockage will be deemed successful and payable when the foreign objects have been fully cleared and the pipe section flow has been restored to normal and Job card certified (signed-off) by the CoT’s responsible person (i.e., either Foreman, Functional Head, Deputy Director or Director).

3.2.2. REPAIRS AND RECONSTRUCTION OF BROKEN EXISTING SEWER NETWORK PIPES AND MAIN OUTFALL SEWER PIPELINES

The repairs and reconstruction of broken sewer network pipes and main outfall sewer pipes pertains to the repair and fitting using the correct material of sewer pipeline which have collapsed or that have been damaged or even ones that are leaking. The sewer network mainly consists of clay, PVC, U-PVC, steel, and asbestos cement pipes. The task for the “Repairs of broken existing sewer network pipe and main outfall sewer pipelines” will be deemed complete and payable when the affected pipe section has been fully repaired and certified (signed-off) by the CoT’s responsible person (i.e., either Foreman, Functional Head, Deputy Director or Director).

All sewer pipes on the networks will be repaired using SABS approved materials. The CoT Standard Operating Procedures (SOPs) and standards for repairing broken sewer pipes must always be adhered to.

3.2.3. OPERATION AND CLEANING OF SEWER PUMP STATIONS

Sewer pump stations are situated at the lowest points of the sewer network with the purpose of pushing/pumping sewage water to the nearest WWTP in areas where gravity

can no longer effectively allow design flow.

To keep the pump station operational, the Pump Station Operator will be deployed on an as and when required basis to perform the following functions:

- manual operation and monitoring of the pumps
- basic routine maintenance in the pump station
- Cleaning of pump station and inlet baskets/structure where applicable.
- Cutting of grass around the pump station
- Cleaning of pump station screens where applicable
- Cleaning of sewer pump station sumps
- Clearing of blockages on pumps, removal of cloths and foreign objects.

3.3.1. CLEANING AND REHABILITATION OF POLLUTED AREA AS A RESULT OF SEWER SPILLAGES

Wastewater/Sewage water is polluted water typically from domestic households, industrial, commercial, and medical facilities. It is composed of organic matter, microorganisms and inorganic compounds which may be harmful to the environment. It is therefore a requirement to clean sewer residue and rehabilitate site after a spillage has occurred to protect the environment. To achieve this, the following process which forms part of the CoT Wastewater Collection SOPs must be undertaken after the successful removal of a sewer blockage:

- Create containment ponds to retain and contain the sewage flow.
- Where possible, decant contents of the spillage containment pond back into the sewer system through the manhole.
- Clean the spillage and rehabilitate the polluted area by applying appropriate products to remove microorganisms and odour.
- Removal of remaining rubble and other wastes which resulted from the spillage.

3.4. CHANNELING AND BENCHING

Benching in manholes refers to the path made from cement mortar to direct the wastewater in a certain direction and stop the splashing of waste, which in turn damages the manhole.

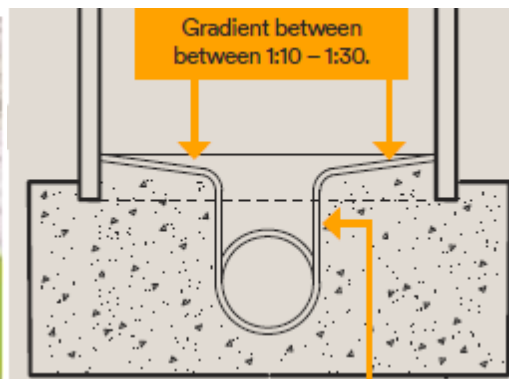
- The channels and benching in a manhole shall be constructed using cement concrete of ratio 1:2:4.
- The finish for the channel and benching shall be smoothly and neatly finished.
- The depth of channels and benching shall be as given in Table 1 below

Table 1

| Sizes of drain in mm | Top of channel at the centre above bed concrete in Cm | Depth of benching at side walls above bed concrete in cm |
|----------------------|---|--|
| 100 | 15 | 20 |
| 150 | 20 | 30 |
| 200 | 25 | 35 |
| 250 | 30 | 40 |
| 300 | 35 | 45 |
| 350 | 40 | 50 |
| 400 | 45 | 55 |
| 450 | 50 | 60 |



Example of a manhole benching



Manhole benching cross section

3.5. TRENCHING

Trenching refers to the excavation of points where the repairs of a broken, burst or collapsed sewer network pipe is to be undertaken. The trenching of the affected section of the pipe may vary due to the size of the pipe, the depth of the pipe, as well as the location and condition of the ground.

3.5.1. Excavation and Backfilling of trenches (Normal Condition)

This item refers to the excavation, backfilling and compaction of shallow trenches up to 3m deep on normal hard ground surfaces. The successful execution of this task will be

done using any excavating machinery which is propelled, provided “wet” with a qualified operator.

Backfilling and compaction of trench is done after execution of repairs and shall be compacted to 93% MOD AASHTO. The measuring of this item will be done in Cubic meters excavated, the G4 material supplied for the backfilling in cubic meters and the compaction of site.

3.5.2. Excavation and Backfilling of trenches (Wet and clayey conditions)

This item refers to the excavation, backfilling and compaction of trenches deeper than 3m or on wetlands or clayey ground surfaces. The successful execution of this task will be done using any relevant excavating machinery which is propelled, provided “wet” with a qualified operator.

Backfilling and compaction of trench is done after execution of repairs and shall be compacted to 93% MOD AASHTO. The measuring of this item will be done in Cubic meters excavated, the G4 material supplied for the backfilling in cubic meters and the compaction of site.

3.6. SEWER PIPE INSPECTION

Sewer Pipe inspection refers to the inspection of the inside pipe section with which the section may range from 0 – 100 m. The inspection shall be done through a CCTV camera which will be able to clearly view the internal section of the pipe. The Component should have a viewing and recording device.

3.7. COMPLETE BLOCKAGE REMOVAL RESOURCES REQUIRED TO SUCCESSFULLY EXECUTE WORKS.

This item refers to the transport, personnel, tools and equipment with which daily operations will be performed and must consist of the following:

- Blockage removal vehicle
- Tools and Equipment

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- Qualified Artisan plumber (Team leader) with assistants (General workers)

A Blockage removal vehicle will be any vehicle preferably a *plumber's truck* or *double cab pick-ups/ bakkies* with minimum Gross Vehicle Mass (GVM) of 2700kg that can accommodate 4 team members as well as all the equipment and tools required and be able to travel on uneven terrain or dirt roads. A trailer to accommodate the rodding assembly can be used in cases of double cabs.



Picture 1: Example of Trailer with mounted sewer rods



Picture 2: Example of Plumbers truck with mounted sewer rodding mechanism

The pricing shall include all costs associated with the Blockage removal unit (purchase price, fuel, services tyres, insurance, maintenance and replacement of broken and worn tools and equipment. Vehicles and trailers supplied should be compliant with the City of Tshwane branding specifications where the name of the City of Tshwane, Logo and contract number will appear on vehicles.

the Blockage removal unit on the item for Administrative.

Compulsory tools and equipment included in the “*Full capacitated Sewer Blockage module*” will be the following:

- 1 x Suitable blockage removal vehicle
- 1 x Cell phone
- 2 x Spades
- 1 x Rubber broom (squeegee)
- 1 x Construction bucket with rope
- 1 x Hard broom
- 2 x Picks
- 1 x Gully plunger
- 1 x 1-Man ratchet
- 1 x Long sand auger
- 1 x Short sand auger
- 1 x Drilling head
- 1 x Spearhead
- 1 x Single worm
- 1 x Root cutter
- 60 x 8 mm Drain cleaning rods
- 40 x 6 mm Drain cleaning rods
- 1 x Recovery tool
- 2 x 19 mm Ring spanner
- 2 x 24 mm Ring spanner
- 2 x 19 mm Ratchets
- 2 x 24 mm Ratchets
- 4 x Assembly spanners
- 1 x large diameter pipe calibre
- 1 x Gas detector
- 4 x gas mask

Qualified Artisan (Plumber) and assistants refers to the composition of a suitable Repair and Maintenance of sanitation infrastructure, which is made up of four members (4) which consists of the following:

- 1 x Team leader
- 3 x General Workers/ Labourers

Team leader (Qualified Artisan Plumber)

A team leader must have prior experience (minimum of three years) in the maintenance of municipal sewer infrastructure, be in possession of an applicable driver's license (code 10 or more with a professional driving permit (PDP), NQF level 4 (Red seal/Plumbing Certificate) and be able to manage a team consisting of at least three general workers.

The following KEY PERFORMANCE AREAS are applicable to this position

- Coordinating and controlling team activities.
- Repair and reconstruction of broken sewer pipes,
- Reconstruction of manholes from the benching.
- Organising team functions.
- Controlling of personnel in team.
- Ensuring that team activities are handled in the most effective way.
- Administrate miscellaneous daily duties.
- Ensure safe working environment.

General Worker

General workers also referred to as labourers shall be willing and be able to work in physical environment. The following duties are applicable:

- Handling of applicable equipment and tools in execution of duties.
- Unblocking of municipal and private sewerage blockages with the use of the correct tools and equipment.
- Repair and reconstruct broken sewer pipes

- On and off loading of material on and from vehicles.
- Preparing safe working areas.
- Cleaning and maintaining vehicles, tools and equipment, especially when work has been completed.
- Cleaning of affected properties and work areas after completion of work.

3.8. OCCUPATIONAL HEALTH AND SAFETY

General Notification

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

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health and safety issues pertaining to the site of the project as referred to here-in. Due to the wide scope and definition of construction work, every project activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.

The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

3.8.1. Overview on OHS specification framework and contractor management process

1.1.3.1. 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

3.8.2. Introduction

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

This document forms an integral part of the contract between the client and the principal contractor.

The Principal Contractor and its Contractors shall furthermore implement any reasonable practicable means to ensure compliance to this Occupational Health and Safety Specification and any other applicable legislation on their organization and/or activities performed by or for them

Compliance with this document does not absolve the principal contractor from complying with any other minimum legal requirement and the principal contractor remains responsible for the health and safety of his employees, those of his mandatories as well as any person coming on site or on adjacent properties as far as it relates to the protect activities.

3.9. City of Tshwane'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

- 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.

3.10. Scope

This is a project specific Occupational Health and Safety Specification that addresses the reasonable and foreseeable, risks, exposures and aspects of Occupational Health and Safety as affected by the supply ,delivery ,offloading ,installation and commissioning of new standby generator sets and maintenance and repair activities.

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

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 City of Tshwane on compliance to the applicable legal requirements related to the activity / task / process.

3.12. Change or Review of Specifications

Any changes identified or need of review of this OHS specification either by the Client or the Specification, approved changes and revisions will be done after communication between the two parties. A cost analysis on the implementation of the proposed changes / revisions will be calculated through a collaborative processes between City of Tshwane 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 .

3.13. Preparation and Submission of safety file

The Principal Contractor will 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:

1. Scope of work to be performed;
2. Public Liability
3. Personnel list (Principal Contractor employees);
4. OH&S Policy and other procedures;
5. Updated copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations.
6. Updated copy of the Compensation for Occupational Injuries and Diseases Act (Act no. 130 of 1993) and its Regulations;
7. Proof of valid registration and good standing with the Compensation

Commissioner or another licensed Insurer;

8. OHS Plan agreed with City of Tshwane.

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9. Agreement with Mandatory in terms of Section 37(1) &2 of the OHS Act.
10. Approved risk assessments, review and monitoring plans and safe work procedures (method statements);
11. A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor;
12. Designs and/or drawings;
13. All written designations and appointments for project scope of work (CV and competency copies);
14. Management structure (inclusive of OH&S responsibility & meeting structure);
15. Induction training and site OHS rules;
16. Occupational health and safety training matrix / plan;
17. Arrangements with contractors and/or mandatories;
18. 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;
 - Toolbox talks pro-forma;
 - Designer's inspections and structures record template;
 - Inspection template of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances);
 - 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;
 - Machine safety inspections template (including machine guards, lock-outs etcetera);

- Inspection templates for lifting machines and –tackle (including daily inspections by drivers/operators);
- Inspections templates of structures;
- 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;

3.14. Evaluation of Safety file

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 after receiving the induction training from City of Tshwane. City of Tshwane will allocate 3 days to evaluate the file and to give feedback on the evaluation report of the file to the contractor. If the file has not been approved, the contractor shall ensure that the outstanding documents are submitted in the file for re-evaluation within 3 working days. If the OHS file cannot be approved, a report will be submitted to the evaluation committee for re-evaluation. The approval letter from City of Tshwane 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 City of Tshwane

3.15. Principal Contractor engagement phase

The Principal Contractor shall commence with the construction work after approval of the safety file. The Contractor shall have their OHS file handed over to the Regional Waste Water depot for approval within 5 days after contract has been awarded and allocation has made. 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 forum meetings held at City of Tshwane
- Incident Investigations (where applicable).

3.16. Project close-out and submission of consolidated Health & Safety File

On completion of each project the Principal Contractor shall submit all documentation required for the consolidated safety file to City of Tshwane in an auditable format within 5 days of project completion. It is the responsibility of the Principal Contractor to deliver the consolidated safety file to the relevant City of Tshwane offices. 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 Health and Safety Management plan;
2. Scope of work performed;
3. OH&S Policy and other procedures;
4. Copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations;
5. Proof of registration and good standing with the Compensation Commissioner or another licensed Insurer;
6. OHS plan agreed with City of Tshwane 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;(if applicable)
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 OH&S responsibility & meeting structure);
13. Induction training conducted and site OH&S rules;
14. Occupational health and safety training provided;
15. Arrangements with contractors and/or mandatories;
16. Description of security measures;
17. Occupational health and safety rules and procedures applied during contract period;
18. The following registers:
 - Accident and/or incident register;
 - Occupational health and safety representatives inspections;
 - Construction vehicles and mobile plan inspections;
 - Daily inspections of vehicles, plant and other equipment by the operator, driver and/or user;
 - Daily inspections of excavations by competent person;
 - Toolbox talks conducted;
 - Designer's inspections and structures records;
 - Inspections of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances);
 - First-aid box content inspections;
 - Record of first-aid treatment;
 - Fire equipment inspection and maintenance records;
 - Record of hazardous chemical substances kept and used on site;
 - Ladder inspections;

- Machine safety inspections (including machine guards, lock-outs etcetera);
- Inspections for lifting machines and –tackle (including daily inspections by drivers/operators);
- Issue registers for Personal Protective Equipment;
- Monthly reporting and recording of statistics reports;
- 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.
- All other applicable records;
- Emergency preparedness and response programmes;
- Investigation and reporting of incidents and/or accidents (internal to Client and Department of Labour / Compensation Commissioner).

3.17. OHS Specification Requirements

3.17.1. General Requirements of Health and Safety Plan

3.17.2. General

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 proceeds.

It will be 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.

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 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 Contractor envisages to implement on site to support his safety program
- How the Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments
- What external resources the Contractor envisages on using to ensure successful implementation and sustainability of the safety plan
- What training to employees the Contractor envisages and how he would go about to execute it
- The Contractor should indicate which competent persons he plans on employing

The Principal Contractor shall supply a detailed Health and Safety Plan for review by the Client, prior to site mobilization, to ensure compliance with the Construction Regulations, 2014. Mobilization shall be dependent upon the acceptance and approval of the Contractor's Health and Safety Management Plan by the Client.

3.18. Outline of Health and Safety Plan

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

1. Purpose and Scope of Plan,
2. Risk Assessment,
 - a. 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

3.19. Risk Assessment

3.19.1. 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.

3.19.2. 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:

3.19.3. Risk assessments

3.19.4. 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.

3.19.5. 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

3.19.6. Methodology for the Preparation of Risk Assessments

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

- Employ a team of suitably qualified individuals with appropriately varied and relevant experience in risk assessment,
- The appointed risk assessor shall lead the risk assessment,

- 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, and
- Conduct risk assessments in workshops of the team or by individual members of the team under guidance of the leader as appropriate to the situation.

3.19.7. Elements of a Risk Assessment

General

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

The following items form the continuing process of the risk assessment as indicated in Figure 1, below.

The Contractor shall ensure that the risk assessment compiled as part of his Health and Safety Plan contains at least these items. Refer to Baseline Risk Assessment for more clarity.

3.19.8. Risk Identification

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

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

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

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.

3.19.9. 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.

3.19.10. 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.

3.19.11. Reporting and Recording

The Contractor shall ensure that the risk assessment process is recorded in the form of a report and included in his Health and Safety Plan. The report should be easily accessible to the Contractor's employees, their representatives, to inspectors, the Employer or his Safety Agent and the Engineer. The essential contents of the report 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 programme of selected treatments (including controls to manage unacceptably high risks).

3.19.12. Monitoring and Review

The contractor must indicate in the safety plan the monitoring and review plan to be used during the project

3.19.13. Communication and Consultation

The 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 Employer and his Safety Agent, the Engineer and the Contractor's employees and consultants.

3.20. Resources

3.20.1. 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

The Contractor shall provide in his Health and Safety Plan his intended Staffing Organogram for the construction work. The organogram should include those inspectors, supervisors and issuers as envisaged in the Construction Regulations, 2014 required for the construction work and any additional supervisory staff members as the Contractor (having taken the scope into account) considers necessary.

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

The 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 programme 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.

3.21. 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 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.

3.22. Competencies

The Contractor shall establish if a person is competent to perform a certain duty or be appointed in a certain capacity by requesting all candidates to supply the required certificates of competency. Where certificates of competencies cannot be delivered, the Contractor shall request a portfolio of evidence from the respective candidates.

Contractors should do enquiries at the South African Qualifications Authority (SAQA) relating to the qualifications required for appointment of competent persons.

3.23. Physical and Psychological Fitness

Where required by the Occupational Health & Safety Act and its regulations the contractor shall ensure that his employees are in possession of a valid medical certificate of fitness to work in such an environment.

In terms of the Construction Regulations 2014, Regulation 7(8) stipulates that the Contractor shall ensure that all his or her employees have valid medical certificate of fitness specific to the work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

3.24. Plant, Vehicles and Equipment

3.24.1. Cranes

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

The Contractor shall with reference to Regulation 22: Cranes, of the Construction Regulations, 2003 and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

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

3.24.1.1. Construction vehicles and mobile plant

The Contractor shall with reference to Regulation 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 trained, 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, and
- How he intends safeguarding employees against construction vehicles and mobile plant moving on the site.

3.24.2. Ladders

The Contractor shall with reference to Regulation 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?
- How he intends to ensure that the Ladders are maintained

3.24.3. Materials

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 design, supply, storage and erection of materials used for the temporary and permanent Works.

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

- Identify training requirements in the Contractors Training plan 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.

3.25. First Aid, Emergency Equipment and Procedures

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

3.26. Hazardous Chemical Substances

The Contractor will be required to adhere to the Regulations for Hazardous Chemical Substances 1995 as amended in the handling and storage cement of and other hazardous chemical substances.

The 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.

3.27. Earthworks

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

3.28. Excavation work

Contractors will be required to adhere to Construction Regulation 13: Excavation work, of the Construction Regulations, 2014.

- How will the Contractor establish the stability of ground prior to excavations,
- What steps will the Contractor follow to ensure that bolstering, shoring and bracing is sufficient to ensure the safety of the excavation, and
- What steps will the Contractor follow to ensure the equipment used to safeguard an excavation is sufficient and safe?
- What steps will he implement in case of emergency(e.g. to prevent people from being buried under the trench if it falls)

3.29. Implementation of Contractors' Health and Safety Plan

The Contractor shall describe in his Health and Safety Plan how he intends implementing his plan.

The 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 Contractor shall indicate how inspections will be carried out, how shortcomings will be addressed, how he intends to review the safety plans, how he would train staff and how he would implement the findings and recommendations of audits or inputs of employees.

3.30. Administrative Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996. The Contractor's administrative system shall without limiting his obligations, cover the following:

- Up keep of a safety file on site,
- Maintenance of his Health and Safety plan,
- Procedures to follow for the appointment of competent persons,
- Procedures to follow for notifications,
- Injury on duty [IOD] administration,
- Recording of minutes of safety meetings,

- Inspections.

The Contractor shall in particular ensure that at least one copy of the Occupational Health and Safety Act, 1993 and its Regulations as amended is available on site for every 20 employees employed.

3.31. Incident Management

The Contractor shall develop an incident management procedure that will address how he intends to manage the incident/accidents on site. The procedure must explain how will the reporting, recording and investigation will be done and provide templates of forms and documentation to be used. The procedure must be in compliance with General Administrative Regulations, of Occupational Health and Safety Act.

3.32. Reporting Systems

All incidents must be reported to the Client/Safety agent and to the Labor Inspector. The Contractor shall comply with Section 8 of the General Administrative Regulations of the OHS Act

3.33. Recording and investigation

All incidents must be recorded in the form of annexure 1 and be kept for a period of at least three years. All incidents must be investigated and investigated within 7 days from the date of the incident. The Contractor shall comply with Section 9 of the General Administrative Regulations of the OHS Act

3.34. Training

The Contractor shall train all his employees in accordance with the requirements of section 13 of the Occupational Health and Safety Act, 1993. The Contractor shall ensure that every employee is informed of the following:

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

The 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 (e.g. laminated type identification card).

3.35. 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.

3.36. 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

3.37. 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 training in terms of the OHS Act and Regulations must be in possession of valid proof of training.

3. Awareness must be done in a form of Toolbox Talks for all employees in order to promote safety culture

3.1. Notices and Signs

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

| Area/Activity where construction sign is needed | Notice or sign required in |
|--|--|
| Display of notices and signs | General Safety Regulation 2b |
| Entry | General Safety Regulation 2 I |
| First Aid | 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 |

3.39. Safety Meetings

The contractor shall attend OHS meetings arranged at the Regional waste water depots as and when required.

The Contractor shall conduct at least one formal safety meeting in 3 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. Such meetings shall address at least the following:

- Accident / safety incidents
- Hazardous conditions
- Hazardous materials / substances
- Job or work projections
- Work procedures
- Protective clothing / equipment
- Housekeeping
- General safety topics

3.40. Inspections and Monitoring

The Contractor shall be required to inspect each workplace prior to works commencing to ensure that all protective equipment is in place and that by entering the workplace no person will be exposed to any hazard which could affect his health or safety. The 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 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 Contractor can expect inspections of the works by any of the following parties:

- The Client or his Safety Agent,
- Department of Labor Inspector

In addition to site inspections performed by the Client or his safety agent they shall also do audits and asses the safety situation at the works and investigate incidents. Follow-up inspections will be performed to ensure compliance to recommendations done.

The Client, Safety Agent or his representative may 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.

Inspections by the Labor Inspector or his representative will be random and the purpose would be to investigate complaints received by the Inspector or to investigate serious incidents.

Labor Inspector may issue prohibition notices to stop the activities at the works until the situation investigated has been resolved or he may issue an improvement notice whereby

the Contractor will have a period to rectify any hazard identified by the inspector.

3.41. Auditing

Audits by Client or Safety agent

The audits contemplated in regulation 5 of the Construction Regulations, 2014 will be carried out by the client or its representative

The Contractor will ensure that the same arrangement detailed above be implemented with his Sub Contractors to ensure his compliance with the Construction Regulations.

The audits described above only constitutes part compliance by the Employer or the Safety Agent with regulation 5.(1)(o) of the Construction Regulations, 2014.

The Client or Safety Agent will be entitled to carry out audits or follow-up audits, as the case may be, at any time during the project period provided that:

- i) The audit or follow-up audit are carried out during ordinary working hours, and
- ii) The Employer or Safety Agent gives the Contractor at least 24 hours' notice of his intention to carry out such audits.

The Contractor's employees indicated in Section 9.1 will be present during any audit carried out by the Client or his Safety Agent.

During the tendering phase it will be expected from the tenderer to briefly explain how the above mentioned will be accomplished.

Once a successful tenderer has been appointed, the Contractor must supply a detailed Health and Safety Plan for review by the Employer, prior to work commencement, to ensure compliance with the Construction Regulations, 2014. Commencement must be dependent upon the acceptance of the Contractor's Health and Safety Management Plan by the Municipality.

Personal Protective Equipment (PPE) Required

- Reflecting overalls (Jacket and Trousers)
- Safety Boots
- Water boots

- Safety gloves

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- Dust masks

In compliance with
the CIDB Standard
for Uniformity

- Gas masks
- Premium Fishing wader with braces, buckles and boots.

The Requirement for Personal Protective Equipment

To ensure the greatest possible protection for employees in the workplace, the contractor is responsible for:

- Performing a “hazard identification and risk assessments” of the workplace to identify and control physical and health hazards
- Prepare and implement a Hazard Indication Risk Assessments (HIRAs) that covers all the work to be done.(it must be available in the safety file)
- Identifying and providing appropriate PPE for employees.
- Training employees in the use and care of the PPE.
- Maintaining PPE, including replacing worn or damaged PPE.
- Periodically reviewing, updating and evaluating the effectiveness of the PPE program.
- Paying for PPE.

In general, employees should:

- Properly wear their full at all times PPE.
- Attend training sessions on PPE.
- Care for, clean and maintain their PPE.
- Inform a supervisor of the need to repair or replace PPE.

3.8. COVID 19 HEALTH AND SAFETY SPECIFICATIONS

Background

Coronavirus Disease 2019 (COVID-19) is a respiratory disease caused by the SARS-CoV-2 virus. To reduce the impact of COVID-19 outbreak conditions on businesses, workers, customers, and the public, it is important for all employers to plan now for COVID-19. COVID-19 is characterized by Symptoms which can be mild, moderate, severe or fatal.

The legislation governing workplaces in relation to COVID-19 is the Occupational Health and Safety Act, Act 85 of 1993, as amended, read with the Hazardous Biological Agents Regulations. Section 8 (1) of the Occupational Health and Safety (OHS) Act, Act 85 of 1993, as amended, requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of employees. Specifically, section 8(2)(b) requires steps such as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard before resorting to Personal Protective Equipment (PPE). However, in the case of COVID-19, a combination of controls is required, although the main principle is to follow the hierarchy of controls.

While engineering and administrative controls are considered more effective in minimizing exposure to SARS-cov-2, PPE may also be needed to prevent certain exposures. While correctly using PPE can help prevent some exposures, it should not take the place of other prevention strategies.

Therefore it is important for the Contractor to:

- Ensure that COVID 19 Risk Assessment (COVID 19 Health and Safety Plan) is conducted and submitted to the Client prior to the commencement of the construction work, it must be in line with the Client COVID 19 Health and Safety Specification.
- The Contractor must appoint COVID 19 Compliance Manager, in this case the safety officer to ensure that all necessary COVID 19 safety precautions are implemented to prevent the spread.

Training and awareness:

- The Contractor must ensure that all employees are inducted on COVID19 Contractor risk assessment to prevent the spread.

- The Contractor must ensure that the employees are trained on COVID 19 to prevent the spread of the virus, training records must be kept in the Safety File.
- COVID-19 Direction on Health and Safety in the Workplace Government Gazette dated 29 April 2020, must be used as guideline and be customized to specific construction site.
- he Contractor must provide workers with information that raises awareness in any form or manner, including where reasonably practicable leaflets and notices placed in conspicuous places in the workplace informing workers of the dangers of the virus, the manner of its transmission, the measures to prevent transmission such as personal hygiene, social distancing, use of cloth masks, cough etiquette and where to go for screening or testing if presenting with symptoms.

Hand Hygiene:

- The Contractor must provide adequate facilities for the washing of hands with soap and clean water on each construction site.
- The Contractor must provide 70% alcohol-based hand sanitizers at strategic points of the construction site.
- The Contractor must paper towels to dry hands after hand washing. Cleaning and Disinfecting surfaces:
- The Contractor must take measures to ensure that all work surfaces and equipment are disinfected before work begins, regular during the working period and upon completion the work.
- The Contractor must ensure frequently cleaning and disinfecting objects and surfaces that are touched regularly particularly in areas of high use such as shared tools, taps, ablution facilities, hand rails light switches, eating and change room areas, shared construction vehicles, etc. using appropriate disinfecting solutions such clean water, soap and bleach
- In area/s where a person was tested positive for COVID-19, an incident-based risk assessment approach, as specified in the Department of Employment and Labour's Direction and the Department of Health's Guideline need to be followed.

- If the individual merely passed through the construction site without touching anything and without spending much time in face-to-face communication with other employees, then simple manual surface cleaning measures would be appropriate.
- However, if the individual spent a considerable amount of time in the construction site, touched and handled many objects, equipment and surfaces and had close contact with several fellow workers, then more comprehensive manual surface cleaning of the environment would be warranted.
- The Department of Health does not endorse or require 'deep cleaning' that involves fumigation, demisting or fogging. Nor does the Department of Health require such a 'certificate of cleaning'.
- The Contractor shall ensure that only the affected area of the construction site that would be closed for cleaning and disinfection not closing the entire construction site.

Social Distancing:

- The Contractor must ensure minimal contact between workers and as far as practicable that there is a minimum of 1,5meter distance between workers while they are working. Employees are aware to maintain social distance when working.
- The Contractor must ensure that social distancing measures are implemented through supervision of both the construction site and in the common areas outside the workplace, through queue control or within the workplace, these measures may include dividing the workers into groups or staggering break times to avoid the concentration of workers in common areas.
- The Contractor must ensure that where the minimum distance is impossible employees must always be instructed to wear cloth mask/FFP1/2 mask or reducing the number of workers present in the construction site at any time to achieve the required social distancing.
- The Contractor must ensure that employees working in offices are provided with physical barriers placed between work their workstations

COVID-19 Personal Protective Equipment (PPE)

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- The Contractor must ensure that every worker is provided with two cloth masks to

In compliance with
the GDB Standard
for Uniformity

be worn when in workplace or public which comply with the requirement set out in the guideline issued by Department of Trade, Industry and Competition.

- The main benefit of everyone wearing a cloth mask is to reduce the amount of virus droplets being coughed up by those with infection and transmitted to others and to surface that others may touch.
- Every Contractor must ensure that workers are informed, instructed, trained and informed as to the correct use of cloth mask.
- The Contractor must ensure to issue face shield/visors where applicable as double protection.

Point of entry screening

- The Contractor must identify the screening area for each construction site.
- The Contractor must ensure that the daily point of entry screening is conducted when entering construction site by a person nominated by the Contractor.
- The Contractor must ensure that all employees and visitors are screened and only those with all clear will be given clearance to carry on with construction work.
- The Contractor must ensure that during the screening a 1.5 m distance is maintained and FFP1/2 mask to be worn by a nominated person.
- The Contractor must ensure that the screening person is trained.
- The Contractor must ensure that a bottle of sanitizer is available at the screening area.
- The Contractor must ensure that the thermal device are provided during the screening process.
- The Contractor must ensure that all employees complete a COVID 19 Questionnaire which will be used to screen potential risk personnel entering the construction site.

Symptomatic employees

- The Contractor must ensure that any person who ticks YES to one or more symptoms will be sent home and be advised to seek testing by a healthcare provider.

encouraged to stay home.

- The Contractor must ensure that the positive tested COVID 19 case, the employee is on paid sick leave in terms of section 22 of BCEA or if the employee's sick leave is exhausted, the Contractor shall apply for an illness benefit.
- The Contractor must ensure that employees confirmed to have COVID 19 will be managed in line with National Department of Health COVID 19 guidelines.
- The Contractor must isolate the worker with confirmed COVID case and issued him/her with FFP2 or surgical mask, arrange for the worker to be transported for further medical examination or testing, in a manner that does not place other workers or members of the public at risk
- The Contractor must ensure that the driver who is transporting the Person under Investigation is provided with surgical mask or FFP2 mask.
- The Contractor must assess the risk of transmission, disinfect the work area and refer those workers who may be at risk for screening to prevent possible transmission.
- The Contractor must advise the Communicable Disease Centre (CDC) so that other contacts be identified and be investigated
- The Contractor must ensure that tested positive for COVID 19 is not discriminated in terms of Employment Equity Act no. 55 of 1998.
- The Contractor must ensure that if there is evidence that the worker contracted COVID 19 as a result of occupational exposure, lodge a claim for compensation in terms of the Compensation for Occupational Injuries and Diseases Act no. 130 of 1993.
- The Contractor must ensure that if a worker has been diagnosed with COVID 19 and isolated in accordance with the National Department of Health Guidelines, a Contractor may only allow a worker to return to work on the following conditions, the worker has undergone a medical evaluation confirming that the worker has been tested negative for COVID 19.

Recommended Best Practice

- The Contractor must ensure that vulnerable and 60 years old workers are identified and received a special measure for their protection.
- The Contractor must ensure that for communication strategy Microsoft Team, ZOOM or Skype or cell phones are used to prevent the spread of COVID 19 virus.
- The Contractor must ensure to keep the workplace well ventilated by natural or mechanical means to reduce the SARS – CoV – 2 viral loads.

Emergency Numbers

- Corona virus (COVID-19) 24-Hour Hotline number:0800 029 999
- Corona virus (COVID-19) WhatsApp Number: 0600 12 3456

4. DELIVERABLES

This project is a maintenance project, Job cards and timesheets will be issued and submitted to the respective depots as with pictures as evidence of work done. The following norms and standards will be adopted by service providers as and when job cards are issued.

5. STAGES OF EVALUATION

The bid will be evaluated as follows:

5.1 Stage 1: Administrative Compliance

5.2 Stage 2: Local content and production

5.3 Stage 3: Mandatory Requirements

5.4 Stage 4: Functionality Criteria

5.5 Stage 5: Preferential Point System

5.1 Stage 1: Administrative Compliance

- All the proposals will be evaluated against the administrative responsiveness requirement as set out in the list of returnable documents

5.2 Stage 2 Local content and production

5.2.1 Local Content and Production

i) In terms of the stipulated minimum threshold for local production and content for:

- Plastic pipes is 100%

the City shall only accept the specifications which meets minimum threshold percentage and requirements for local production and content as referred to in the Preferential

Procurement Regulations on Local Content and the relevant National Treasury designated sectors' circulars.

- iii) The bidder must clearly indicate as part of the bid submission the quantities of material and products to be supplied and the level of local content for each product. Should the bidder not be able to comply with the prescribed minimum threshold, an exemption received from the Department of Trade and Industry needs to be submitted with the bid to be considered for further evaluation.

Bidders that do not comply with the above-mentioned requirements will be automatically disqualified.

The following items in this table have a minimum threshold of 100% local content

| Product for designation | Minimum Local Content |
|--------------------------------|------------------------------|
| Polyvinyl chloride (PVC) pipes | 100% |

5.3 Stage 3: Mandatory Requirements

- A Certificate confirming that the bidder has CIDB grading of 6CE or higher
- Bidders must submit The Construction Health and Safety Officer to be appointed for the project must have Occupational Health and Safety Certificate accredited by the South African Council for the Projects and Construction Management Professionals (SACPCMP).
- Bank rating of a minimum C grading or for performing work for the value of R4Million by a registered financial service provider.
- Bidders must submit Compensation for Occupational Injuries and Diseases Act (COIDA) letter of good standing.
- Bidders are to submit a minimum of three (3) proof of Qualifications for Artisan plumbers (Driver's licence with PDP and Plumbing Certificates NQF LEVEL 4 in plumbing or Red seal trade certificate
- Bidders are to submit Curriculum vitae for a minimum of two (2) sewer pump station operators with a minimum of 18 months relevant experience.
- Certified copies of testing certificates for the Backhoe loader machines, Hydraulic Excavator, Crane Mounted truck, vacuum jetting truck from an accredited testing facility, or from the manufacturer.

Bids that have not complied with all the Mandatory Requirements will not be evaluated further and will not pass to STAGE 3 (Functionality) of the Bid evaluation.

5.4 Stage 3: Functionality Criteria

| CRITERIA | SUB-CRITERIA | SCALE | WEIGHT | HIGH POSSIBLE SCORE |
|--|--|-------------|--------|---|
| Company experience in relevant projects (Maintenance of Sanitation infrastructure). Attach signed completion certificates with letter head and/or appointment letters with certified monthly/ progress payment certificates/invoices for projects that are still in progress. <i>(the number of years to be rounded off to the nearest number)</i> | <ul style="list-style-type: none"> 0 - 1 year 2 – 3 years 4 years and above | 1 3 5 | 5 | 25 |
| Local Economic Participation- Location of business. <i>(attach rates and taxes statement not older</i> | <ul style="list-style-type: none"> South Africa Gauteng Tshwane | 1 2 3 | 5 | 15 |
| City of Tshwane | | | | <div> <div>e with</div> <div>ndard</div> <div>for Uniformity</div> </div> |

| | | | | |
|---|---|----------------------------|---|----|
| than 3 months or lease agreement) | | | | |
| <p>Owning/leasing of suitable blockage removal vehicles. (Plumbers Vehicle of a minimum Gross Vehicle Mass (GVM) of 2700kg with mounted sewer rodding system or trailer with rods. (see Picture 1 and 2)</p> <p>NB: if owning attached license documents (Registration numbers) and road worthy certificate, if leasing attach lease contract with licence documents (Registration numbers)</p> | <ul style="list-style-type: none"> • Own/lease 3– 6 Vehicles • Own/lease 7 – 9 Vehicles • Own/lease 10 or above Vehicles | <p>3</p> <p>4</p> <p>5</p> | 7 | 35 |
| <p>Relevant qualifications and experience for artisans/ Team leaders as set out on the scope, Artisan (Plumber) minimum of 18 months' experience with C1</p> | <ul style="list-style-type: none"> • 18 to 23-months relevant working experience • 2 to 3 years relevant working experience • 3 years plus relevant working experience | <p>3</p> <p>4</p> <p>5</p> | 5 | 25 |

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| | | | | |
|--|--|--|--|-----|
| PDP drivers' licence and plumbing certificate (red seal) | | | | |
| TOTALSCORE | | | | 100 |

*Bids that do not achieve a minimum score of **70 (out of 100)** for functionality will not be not evaluated further and will not pass to STAGE 4 of the Bid Evaluation Criteria.*

Bids will be rated in respect of each criterion on a scale of 1 – 5, where the weight was allocated based on the importance of the requirement. The maximum possible score that can be achieved for functionality is 100.

5.5 Stage 5: Preference Point System

Price = 90 points

BBBEE status level of Contribution = 10 points

6. SUBCONTRACTING

The successful service provider shall subcontract a minimum of 30% of the work to EME's or QSE's, the tendered rates shall consider the appointment of EME's or QSE's.

7. TYPE OF AGREEMENT REQUIRED

The leading department should indicate whether there will be a Service Level Agreement or Memorandum of Understanding/Agreement to be completed after the appointment.

8. VALIDITY PERIOD

The validity period for the tender after closure is 90 days.

9. ALL MUNICIPALITY BIDDING DOCUMENTS (MBD) FORMS/FORM OF CONTRACT

SCM to ensure inclusion of the documents

11. MARKET ANALYSIS

The city of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, where a tenderer offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the tenderer if they will be able to deliver on the price, if a tenderer confirm that they cannot, The tenderer will be disqualified on the basis of being non-responsive. On confirmation by the bidder, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers. The city further reserves the right to negotiate a market related price with a tenderer scoring the highest points. If the tenderer does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the tenderer scoring the second highest points, if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the city reserves the right to cancel the tender.