

**ROADS & TRANSPORT DEPARTMENT
TRANSPORT INFRASTRUCTURE DESIGN &
CONSTRUCTION DIVISION**

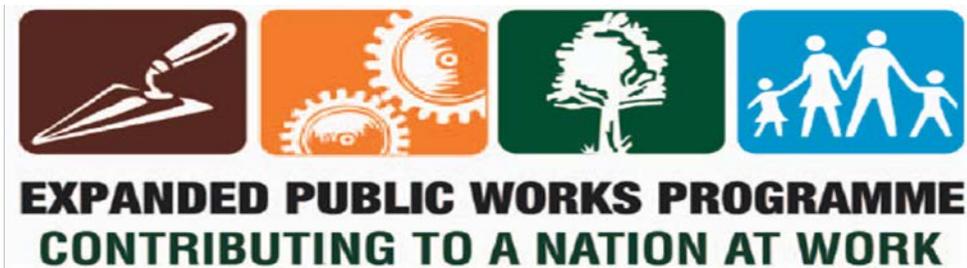


TENDER REFERENCE: RTD05-2022/23

TENDER FOR THE CONSTRUCTION OF TRAFFIC CALMING AND PEDESTRIAN SAFETY MEASURES, AS AND WHEN REQUIRED FOR A 3-YEAR TERM

VOLUME 1

A Tender for Category 4CE or higher CIDB registered Contractors



ISSUED BY:	PREPARED BY:
The Director <u>Demand</u> P O Box 48 PRETORIA 0001 Tel: (012) 358-0343	The Divisional Head <u>Transport Infrastructure Design & Construction Division</u> PO Box 1409 PRETORIA 0001 Tel: 012 358-7823

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

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PORTION 1: TENDER

PART T1: TENDER PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

CITY OF TSHWANE

ROADS AND TRANSPORT

RTD05 2022/23: TENDER FOR THE CONSTRUCTION OF TRAFFIC CALMING AND PEDESTRIAN SAFETY MEASURES, AS AND WHEN REQUIRED FOR A 3-YEAR TERM

Tenders are hereby invited for the above work.

Tenderers should have a Construction Industry Development Board CIDB contractor grading designation of 4CE or higher.

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

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

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

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of 90 days after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Municipality.

A COMPULSORY BRIEFING SESSION with a representative of the Employer will take place at Centurion Council Chamber, cnr Basden Avenue and Rabie Street, Lyttelton on 7 November 2022 at 10h00.

The closing time for receipt of tenders is **29 November 2022 at 10H00**. The bid documents must be deposited in the tender box situated at the address below. Bidders must submit the original document accompanied by an electronic version either on a memory stick or DVD. Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to:

**The Group Financial Services: Supply Chain Management
Tshwane House
320 Madiba Street
Pretoria CBD**

Tenders will be opened at the latter address at the time indicated.

ENQUIRIES: Representative: Phillip Huma / Werner AC Bruhns
Tel (Office): 012 358 7778 / 012 358 7624
E-Mail: philliph@Tshwane.gov.za / wernerbru@tshwane.gov.za

Mr Johann Mettler
CITY MANAGER

CLAUSE NUMBER	TENDER DATA
	<p>with the sum tendered for a 4CE class of construction work, are eligible to submit tenders.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of a joint venture is registered with the CIDB within 10 days of the closing date of tenderers; 2. the lead partner has a contractor grading designation in the 3CE class of construction work; and <p>The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation in accordance with the sum tendered for a 4CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.</p>
C.2.2	<p>Cost of Tendering</p> <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	<p>Reference Documents</p> <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 “Standard Specifications for Municipal Civil Engineering Works, Third Edition, 2005” 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 “General Conditions of Contract for Construction Works 3rd Edition, 2015” including corrections thereto as current at 30 days before close of tenders, as published by the <i>South African Institution of Civil Engineering</i>. <p>The document may be purchased in hard copy from the <i>South African Institution of Civil Engineering</i> or may be purchased online as an electronic reference document in PDF format by following the relevant links on www.saice.org.za. The corrections may be downloaded from the SAICE website www.saice.org.za.</p>
C.2.7	<p>Clarification meeting</p> <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>
C.2.8	<p>Seek clarification</p> <p>Replace the clause with the following:</p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least 2 (two) working days before the closing time stated in the tender data.</i></p>
C.2.9	<p>Insurance</p> <p>Add the following to the clause.</p>

CLAUSE NUMBER	TENDER DATA
	<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
C.2.13	<p>Alternative tender offers will not be considered.</p> <p>Replace the contents of the clause with the following:</p> <p><i>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</i></p> <p><i>All volumes are to be left intact in original format and no pages shall be removed or re-arranged</i></p>
C.2.13.3	<p>Parts of each tender offer communicated on paper shall be submitted as an original, plus a scanned copy in PDF format on a compact disc.</p> <p>In addition to the hard copy submission, each tenderer is required to submit a scanned copy of the <u>fully completed and signed</u> tender submission document.</p> <p>This is to be on a USB Flash Drive attached to the original tender submission documents, adequately identifiable as belonging to the tenderer, be in PDF format scanned at 400 DPI, and be in full colour.</p>
C.2.13.4	<p>Add 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 resolution by its board of directors 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 resolution by its members 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 behalf of each partner, in which case proof of such authorisation shall be included in the Tender.</i></p> <p><i>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a resolution of each company of the joint venture together with a resolution by its members authorising a member of the joint venture to sign the documents on behalf of the joint venture.</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	The identification details are:

CLAUSE NUMBER	TENDER DATA
	<p>Tender Description: RTD05 2022/23 TENDER FOR THE CONSTRUCTION OF TRAFFIC CALMING AND PEDESTRIAN SAFETY MEASURES, AS AND WHEN REQUIRED FOR A 3-YEAR TERM</p> <p>Closing Time: 10h00</p> <p>Closing Date: 29 November 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 style="text-align: center;">TENDER BOX</p> <p style="text-align: center;">TSHWANE HOUSE 320 MADIBA STREET PRETORIA CBD</p> <p>Ensure that all required compliance documents are included upon submission as no additional documents will be requested from bidders after closing.</p> <p>BIDDERS MUST ENSURE THAT THEY SIGN THE SUBMISSION REGISTER UPON HANDING IN THE DOCUMENTS.</p>
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed offers will not be accepted
C.2.13.10	<p>Add the following sub- clause C.2.13.10:</p> <p><i>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</i></p>
C.2.14	<p>Add the following to the clause:</p> <p><i>The Tenderer is required to enter information in the following sections of the document:</i></p> <p><i>Section T2.2 : Returnable Schedules</i> <i>Section C1.1 : Form of Offer and Acceptance</i> <i>Section C1.2 : Contract Data (Part 2)</i> <i>Section C2.2 : Pricing Schedule</i></p> <p><i>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</i></p> <p><i>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</i></p> <p><i>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</i></p> <p><i>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</i></p>

CLAUSE NUMBER	TENDER DATA
	<p><i>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.</i></p> <p><i>Accept that the Employer is restricted in accordance with clause 5 (1) of the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.</i></p>
C.2.15	Closing time The closing time for submission of tender offers is stated in the tender notice and invitation to tender.
C.2.16	Tender offer validity The tender offer validity period is 90 days .
C.2.16.5	<p>Add the following new clause</p> <p><i>If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</i></p> <p>Add the following new clause:</p> <p><i>Accept that should the Tenderer unilaterally withdraw his tender during the tender validity period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed</i></p>
C.2.18	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. Add the following at the end of the clause: <i>....or upon written request.</i>
C.2.20	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.

CLAUSE NUMBER		TENDER DATA
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.2.24	<i>Conditions Associated with the Granting of Preferences</i>	<p>Add the following new clause</p> <p><i>The Tenderer, undertakes to:</i></p> <ol style="list-style-type: none"> a) <i>engage one or more Targeted Enterprises / Targeted Labour in accordance with the provisions of the SANS 1914 as varied in the Procurement Section of the Scope of Works;</i> b) <i>deliver to the Employer, within 5 working days of being requested in writing to do so, a Targeted Enterprise Declaration Affidavit in respect of all Targeted Enterprises engaged at prime contract level to satisfy Contract Participation Goal requirements;</i> c) <i>accept the sanctions set out in the Scope of Works should such conditions be breached.</i>
C2.25	<i>Canvassing and obtaining of additional information by tenderers</i>	<p>Add the following new clause</p> <p><i>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employers' officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</i></p> <p><i>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</i></p>
C2.26	<i>Prohibitions on awards to persons in service of the state</i>	<p>Add the following new clause</p> <p><i>The Employer is prohibited to award a tender to a person -</i></p> <ol style="list-style-type: none"> 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> <p><i>In the service of the state means to be -</i></p> <ol style="list-style-type: none"> 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> <p><i>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</i></p>
C2.27	<i>Awards to close family members</i>	<p>Add the following new clause</p> <p><i>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child</i></p>

CLAUSE NUMBER	TENDER DATA
<p><i>of persons in the service of the state</i></p>	<p><i>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> <i>b) the capacity in which that person is in the service of the state; and</i> <i>c) the amount of the award.</i></p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Part T2 of this procurement document must be completed.</p>
<p>C2.28 Vendor registration</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>C2.29 Tax</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><i>The designated official(s) must verify the tenderer’s tax compliance status prior to the finalisation of the award of the tender or price quotation.</i></p> <p><i>Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non- compliant status and the tenderer must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or eFiling</i></p> <p><i>Accept that the tenderer will be rejected if such tenderer fails to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18</i></p>
<p>C.3.1 Respond to requests from the tenderer</p>	<p>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>Method 1 will be used to evaluate all responsive tender offers in terms of Clause C.3.11.2 of the Standard Conditions of Tender and tender will be evaluated in 3 stages namely:</p> <p>Stage 1: Administrative Compliance Stage 2: Local content and production: MBD 6.2</p>

CLAUSE NUMBER	TENDER DATA				
	<p>Stage 3: Mandatory Requirements Form RD.E.1 Part T2, Returnable Documents – Company experience, Key staff, Equipment, Bank rating and Reflective SANS certificates.</p> <p>Stage 4: Price and preference points claimed in terms of B-BBEE 80 points allocated for price and 20 points allocated for BEE status.</p>				
<p>C3.11.1 General</p>	<p>Add the following new clause:</p> <p><i>The procedure for the evaluation of responsive tender is Method 1.</i></p> <p><i>The financial offer will be scored using Formula 2 (Option 1) in Table C.1 where the value of W1 is:</i></p> <ol style="list-style-type: none"> 1. 90 where the financial value of all responsive tender received have a value in excess of R50 million (all applicable taxes included). 2. 80 where the financial value of all responsive tender have a value that equals or less than R50 million (all applicable taxes included). <p><i>Up to 100 minus W1 tender evaluated points will be awarded to tenderers who completed the preferencing schedule and who are found to be eligible for the preference claimed.</i></p>				
<p>C.3.11.2 80/20 Preference Point System</p>	<p>Add the following new clause:</p> <p>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</p> <p>(a) <i>The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R50 000 000 (all applicable taxes included):</i></p> $(i) \quad P_s = 80 \times \left[1 - \left(\frac{P_t - P_{min}}{P_{min}} \right) \right]$ <p><i>Where</i></p> <p><i>P_s = Points scored for comparative price of tender or offer under consideration;</i></p> <p><i>P_t = Comparative price of tender of offer under consideration; and</i></p> <p><i>P_{min} = Comparative price of lowest acceptable tender or offer.</i></p> <p>(ii) <i>An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R 30 000, if and when appropriate.</i></p> <p>(b) <i>Subject to subparagraph (c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:</i></p> <table border="1" data-bbox="632 1989 1264 2069" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th data-bbox="632 1989 962 2069">B-BBEE Status Level of Contributor</th> <th data-bbox="962 1989 1264 2069">Number of Points</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"> </td> <td> </td> </tr> </tbody> </table>	B-BBEE Status Level of Contributor	Number of Points		
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C.3.11.3	<p><i>90/10 Preference Point System</i></p> <p>Add the following new clause:</p> <p>The 90/10 preference point system for acquisition of services, works or goods above a Rand value of R50 million:</p> <p>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value above R50 000 000 (all applicable taxes included):</p> <p>(i) $P_s = 90 \times \left[1 - \left(\frac{P_t - P_{min}}{P_{min}} \right) \right]$</p> <p style="text-align: center;">Where</p> <p>P_s = Points scored for comparative price of tender or offer under consideration; P_t = Comparative price of tender or offer under consideration; and P_{min} = Comparative price of lowest acceptable tender or offer.</p> <p>(ii) An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R 30 000, if and when appropriate.</p> <p>(b) Subject to subparagraph (c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:</p>																		

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8	1																				
Non-compliant Contributor	0																				
C.3.11.4	<p><i>Scoring financial offers</i></p> <p>Add the following New Clause:</p> <p>Score the financial offers of remaining responsive tender offers using the following formula:</p> $N_{FO} = W_1 \times A$ <p>Where N_{FO} is the number of tender evaluation points awarded for the financial offer.</p> <p>W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data.</p> <p>A is a number calculated using the formula and option described in Table F.1 as stated in the tender data.</p> <p>Table C.1: Formulae for calculating the value of A</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Formula</th> <th style="text-align: center;">Comparison aimed at achieving</th> <th style="text-align: center;">Option 1^a</th> <th style="text-align: center;">Option 2^a</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Highest price or discount</td> <td style="text-align: center;">$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$</td> <td style="text-align: center;">$A = P / P_m$</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">Lowest price or percentage commission / fee</td> <td style="text-align: center;">$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$</td> <td style="text-align: center;">$A = P_m / P$</td> </tr> </tbody> </table>	Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$								
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CLAUSE NUMBER	TENDER DATA
	<p><i>a</i> P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.</p> <p><i>(e)</i></p>
<p>C.3.13 Acceptance of Tender Offer</p>	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a.) the tenderer has complied in full with the all eligibility criteria 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; 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; d.) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. e.) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; 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; g.) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer’s Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. 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; i.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; <p>the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p>

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

T1.3 STANDARD CONDITIONS OF TENDER

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C.1 General

C.1.1 Actions

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

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

Note:

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

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

C.1.4 Communication and Employer's agent

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

C.1.5 Cancellation and re-invitation of tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, test and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The Employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the Employer

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

C.3.13 Acceptance of tender offer

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

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

PART T2: RETURNABLE DOCUMENTS

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T2.1 LIST OF RETURNABLE DOCUMENTS

RD.A MANDATORY RETURNABLE DOCUMENTS

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

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

RD.B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

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

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Valid B-BBEE Status Level of Contributor Certificate	Form RD.B.1	
MBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations, 2017	Form RD.B.2	
B-BBEE Exempted Micro Enterprise – Sworn Affidavit	Form RD.B.3	
MBD 6.2: Local content and production	Form RD.B.4	

RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: *Failure to submit, fully complete and sign the applicable documents and submit all required attachments 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.*

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

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Letter of intent to provide a performance bond	RD.C.10	
Proof of municipal rates and taxes	RD.C.11	

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

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

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

RD.E MANDATORY REQUIREMENTS

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

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

T2.2 RETURNABLE SCHEDULES

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FORM RD.A.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of Enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD number:

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

Name*	Identity Number*	Personal Income Tax Number*

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

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

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

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

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

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

Signed:

Date:

Name:

Position

Enterprise Name:

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

1. No bid will be accepted from persons in the service of the 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/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full name of bidder or his/her representative:

3.2 Identity Number:

3.3 Position occupied in Company:
(director, trustee, 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
-----	----

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
-----	----

If yes, furnish particulars _____

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

YES	NO
-----	----

If yes, furnish particulars _____

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

YES	NO
-----	----

If yes, furnish particulars _____

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

YES	NO
-----	----

If yes, furnish particulars _____

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

YES	NO
-----	----

If yes, furnish particulars _____

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

YES	NO
-----	----

If yes, furnish particulars _____

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

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

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

Item	Question	Response	
4.5	Was any contract between the tenderer and the municipality/municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	YES	NO
	If so, furnish particulars:		

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

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

1. This Municipal Bidding Document (MBD) must form part of all bids ³invited.
2. Section 4 (1) (b) (iii) of the Competition Act Nol. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or bid rigging⁴). Collusive tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. Take all reasonable steps to prevent such abuse;
 - b. Reject the tender of any tenderer if that tenderer or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the tendering process or the execution of the contract.
4. This will serve as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination must be completed and submitted with the tender.

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

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

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

RTD05 2022/23: TENDER FOR THE CONSTRUCTION OF TRAFFIC CALMING AND PEDESTRIAN SAFETY MEASURES, AS AND WHEN REQUIRED FOR A 3-YEAR TERM

in response to the invitation for the tender made by

City of Tshwane Metropolitan Municipality

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

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

1. I have read and understand the contents of this certificate;
2. I understand that the accompanying tender will be disqualified if this certificate is found not to be true and complete in every aspect;
3. I am authorised by the tenderer to sign this certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorised by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer who:
 - a. Has been requested to submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - b. Could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently form, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁵ will not be construed as collusive tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. Prices;
 - b. Geographical area where product or services will be rendered (market allocation);
 - c. Methods, factors or formulas used to calculate prices;
 - d. The intention or decision to submit or not to submit, a tender;
 - e. The submission of a tender which does not meet the specifications and conditions of the tender; or
 - f. Tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements or arrangement with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
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.

⁵ Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practises related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted form conduction business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.A.5 CERTIFICATE OF AUTHORITY OF SIGNATORY

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

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

Held at: _____ (place)

On: _____ (date)

RESOLVED that:

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

Tender Number:	RTD05 2022/23
Tender Description:	TENDER FOR THE CONSTRUCTION OF TRAFFIC CALMING AND PEDESTRIAN SAFETY MEASURES, AS AND WHEN REQUIRED FOR A 3-YEAR TERM

- *Mr/Ms: _____
in *his/her capacity as _____

and who will sign as follow:

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

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

NAME	CAPACITY	SIGNATURE

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

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

*Joint venture/consortium name: _____

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

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

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

Note:

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

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

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

NOTE:

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

FORM RD.B.2 MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 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, 2017

1. GENERAL CONDITIONS

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

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

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

1.3.1 The points for this tender are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
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.

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

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

2.5 **comparative price** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.

- 2.6 **consortium or joint venture** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.7 **contract** means the agreement that results from the acceptance of a tender by an organ of state.
- 2.8 **EME** means any enterprise with an annual total revenue of R5 million or less.
- 2.9 **firm price** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
- 2.10 **functionality** means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder.
- 2.11 **non-firm prices** means all prices other than **firm** prices.
- 2.12 **person** includes a juristic person.
- 2.13 **rand value** means that total estimated value of a contract in South African currency, calculated at the time of tender invitations and includes all applicable taxes and excise duties.
- 2.14 **sub-contract** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.15 **tender** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services works or goods, through price quotations, advertised competitive bidding processes or proposals.
- 2.16 **total revenue** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007.
- 2.17 **trust** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **trustee** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20

90/20

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

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

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	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. TENDER DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

YES	NO
-----	----

8.1.1 If YES, indicate:

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

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	<input type="checkbox"/>
One person business/sole trade	<input type="checkbox"/>
Close corporation	<input type="checkbox"/>

Company
(Pty) Limited
Small Medium Micro Enterprises

(Tick applicable box)

9.5 Describe principal business activities

9.6 Company classification

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter etc.

(Tick applicable box)

9.7 Municipal information

Municipality where business is situated: _____
Registered account number: _____
Stand number: _____

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

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

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

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

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

I, the undersigned

Full Name & Surname																				
Identity Number																				

Hereby declare under oath as follow:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

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

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

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

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

FORM RD.B.4 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/industrialdevelopment/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
Steel	100%

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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 at 12:00 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.

- 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. RTD 05 2022/23

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

NB:

- 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.
- Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.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:

- The facts contained herein are within my own personal knowledge.
- I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

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

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

WITNESS No. 2 _____ DATE: _____

				Commercial Invoice				costs & duties			
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(C19) Total exempt imported value

This total must correspond with Annex C –(C21)

B. Imported directly by the Tenderer

Calculation of imported content

Summary

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content

Summary

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party

D. Other foreign currency payments

Calculation of foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Signature of tenderer from Annex B

Date: _____

(C52) Total of foreign currency payments declared by tenderer and/or 3rd party

(C53) Total of imported content & foreign currency payments - (D32), (D45), (D52) above

This total must correspond with Annex C – (C23)

Summary of payments

Local value of payments

(C51)

(E1)	Tender No.	RTD 05 2022/23	Note: VAT to be excluded from all calculations
(E2)	Tender description:	Tender for the construction of traffic calming and pedestrian safety measures: three-year period, as and when required	
(E3)	Designated products:	Steel	
(E4)	Tender Authority:		
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value	% of LC
	(E6)	(E7)	(E8)	
		(E9) Total local products (Goods, Services and Works)		
(E10) Manpower costs	(Tenderer's manpower cost)			
(E11) Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)			
(E12) Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)			
		(E13) Total local content		
This total must correspond with Annex C - C24				

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

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

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

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

Indicate whether these have been included in the tender:

YES	NO
-----	----

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

YES	NO
-----	----

If so, state particulars _____

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

YES	NO
-----	----

If so, state particulars _____

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

YES	NO
-----	----

If so, state particulars _____

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

YES	NO
-----	----

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

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

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

(Tick applicable box)

1. Are your company familiar with the OHSA (ACT 85 of 1993) and its Regulations?	YES	NO
2. Who will prepare your company's Health and Safety Plan? Provide a copy of the person/s curriculum vitae/s or company profile.		
3. Do your company have a health and safety policy? If YES provide a copy.	YES	NO
4. How is this policy communicated to your employees? Provide supporting documentation.	YES	NO
5. Do your company keep record of safety aspects of each site where work is performed? If YES what records are kept?	YES	NO
6. Do your company conduct monthly safety meetings? If YES , who is the chairperson of the meeting, and attend these meetings?	YES	NO
7. Do your company have a safety officer in its employment, responsible for overall safety of your company? If YES , explain his duties and provide a copy of his CV	YES	NO
8. Do your company have trained first aid employees? If YES , indicate who.	YES	NO
9. Do your company have a safety induction training programme in place? If YES , provide a copy.	YES	NO
10. Does your company conduct medical surveillance for its employees?	YES	NO

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

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

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

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

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

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

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

(Attach additional pages if more space is required.)

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

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

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

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

(Attach documentary proof to this page)

SKILLS PROGRAMME FOR SUPERVISORY AND MANAGEMENT STAFF

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.8 STATUS OF CONCERN SUBMITTING TENDER

1. General

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

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

(Mark the appropriate option)

2. Information to be provided

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

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

Note:

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

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

Yes

No

(Make an X in the appropriate space)

REGISTRATION NO: _____

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.9 CLASSIFICATION OF BUSINESS

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

YES	NO
-----	----

(Tick appropriate box)

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

 - ii. Size or class:

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

 - iv. Total annual turnover:

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

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

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

SCHEDULE OF SECTORS

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

FORM RD.C.10 LETTER OF INTENT TO PROVIDE A PERFORMANCE BOND

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

Name of Surety (Bank or Insurer)

Address:

Signed:

Name:

Capacity:

On behalf of Tenderer (name of tenderer)

Date:

CONFIRMED BY Surety's Authorised representative

Signature(s):

Name (print):

Capacity

On behalf of Surety (Bank or Insurer)

Date:

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

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

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

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

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

	DATE	REFERENCE	TITLE
1			
2			
3			
4			
5			
6			
7			
8			

9			
10			

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.E.1 MANDATORY REQUIREMENTS

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

1. Company experience

Proof of completed traffic calming (speed humps, mini circles, raised pedestrian crossings) works

- The tenderer must have a minimum of CIDB 4CE;
- One successfully completed traffic calming project to the value of at least R5-million (**Corresponding letters of appointment and completion certificates on letter heads from employers must be attached to the tender document as proof of value and works completed. The letter must confirm the following, contract number and description; value of works, contact name and number of the employer representative).**

2. Key staff

The following key staff will be required for the project:

- Construction Manager

- Site Supervisor
- Safety Officer
- Administrative Officer

The following qualifications and requirements of the key staff must be submitted:

- The Construction Manager must have at least a National Diploma in Civil Engineering (NQF Level 6).
- Site Supervisor must have at least a relevant National Certificate (NQF Level 5);
- The Safety Officer must have the relevant Health and Safety qualification and be registered with South African Council for the Project and Construction Management Professions (SACPCMP), and
- The Administrative Officer must have at least a matric certificate.

Equipment

All plant equipment to be used shall be of rated capacity and in good working condition and subject to the approval of the Engineer. Obsolete or worn-out plant will not be allowed on Site.

Proof of ownership or for lease equipment a written undertaking from the supplier must be submitted.

SECTION A: Asphalt - Own Equipment			Proposed Leased Equipment		
DESCRIPTION	QUANTITY	QUANTITY OWNED	QUANTITY	From: COMPANY	CONTACTS
600mm Roller					
900mm Roller					
Brooms					
Jack hammer					
Compressor					
Saw cutter					
Tipper truck					
Vibrator roller					
Other					

SECTION B: Road Marking - Own Equipment			Proposed Leased Equipment		
DESCRIPTION	QUANTITY	QUANTITY OWNED	QUANTITY	From: COMPANY	CONTACTS
Self-propelled or truck mounted automated thermoplastic road marking machine including glass bed pressure tank					

3. Bank Rating

Proof of minimum **Level C Bank rating at R2-million quote** from the bidder's financial institution registered with the NCR must be provided with the tender.

4. Certificates

The Contractor must include the following certificates from the proposed supplier

- The **reflective SANS certificates** for compliance on Class 1 (7-year reflective materials) and Class 3 (10-year reflective materials) must be attached to the tender document.
- The manufacturing company shall be an approved retro-reflective sheeting converter and a **convertership certificate** from the reflective supplier must be submitted with the tender.

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

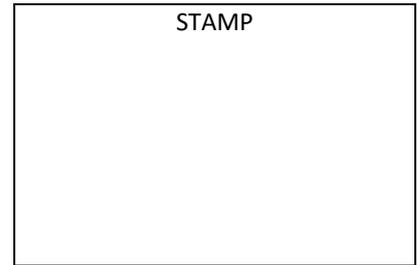
PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

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C1.1 FORM OF OFFER AND ACCEPTANCE



OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: RTD05 2022/23: TENDER FOR THE CONSTRUCTION OF TRAFFIC CALMING AND PEDESTRIAN SAFETY MEASURES, AS AND WHEN REQUIRED FOR A 3-YEAR TERM

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

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

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

THE OFFERED TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX IS

R

(in figures)

(in words)

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

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

ACCEPTANCE

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

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information

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

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

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

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

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____

on this _____

day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

SCHEDULE OF DEVIATIONS

Notes:

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

4.1 Subject: _____

Details: _____

4.2 Subject: _____

Details: _____

4.3 Subject: _____

Details: _____

4.4 Subject: _____

Details: _____

4.5 Subject: _____

Details: _____

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

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

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

CONFIRMATION OF RECEIPT

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

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

C1.2 CONTRACT DATA

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Contract: RTD05 2022/23: TENDER FOR THE CONSTRUCTION OF TRAFFIC CALMING AND PEDESTRIAN SAFETY MEASURES, AS AND WHEN REQUIRED FOR A 3-YEAR TERM

Part C1: Agreement and Contract Data

C.1.2.1 GENERAL CONDITIONS OF CONTRACT

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

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

Engineering Contracting Strategies (ECS)

Telephone: 011 803 3008

E-Mail: admin@ecs.co.za

Web: www.ecs.co.za

OR

Consulting Engineers South Africa (CESA)

Telephone: 011 463 2022

E-Mail: general@cesa.co.za

Web: www.cesa.co.za

OR

South African Institution of Civil Engineering (SAICE)

Telephone: 011 80505947 / 48 / 53

E-Mail: civilinfo@saice.org.za

Web: www.saice.org.za

C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT

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

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

		<p><i>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence, listed from highest to lowest priority:</i></p> <ul style="list-style-type: none"> <i>a) Form of Offer and Acceptance</i> <i>b) Contract Data</i> <i>c) General Conditions of Contract</i> <i>d) Drawings</i> <i>e) Scope of Work</i> <i>f) Standard Specifications</i> <i>g) Bill of Quantities</i> <i>h) any other documents forming part of the Contract</i> <p><i>Upon finding any ambiguity in, or discrepancy between, or otherwise any error in the documents, the Contractor shall forthwith advise the Employer's Agent thereof before applying an interpretation in accordance with the above priority. If, after applying the above priority, an ambiguity in, or discrepancy between, or otherwise any remaining error in the documents remains, the Employer's Agent shall provide the necessary clarification or instruction.</i></p>
3.2.3	Specific approval of the Employer required	<p>Replace clause 3.2.3 with the following:</p> <p><i>In addition to the functions or duties set out in the Contract Data under Data Provided By The Employer, the Employer's Agent is required to obtain the specific prior approval of the Employer for:</i></p> <p><i>3.2.3.1 certification of expenditure that exceeds the Contract Price in terms of Clause 1.1.1.10;</i></p> <p><i>3.2.3.2 issuing of an order to suspend the progress of the Works in terms of Clause 5.11.2, the extra cost resulting from which order is to be borne by the Employer or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions;</i></p> <p><i>3.2.3.3 issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R100 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11; or</i></p> <p><i>3.2.3.4 approval of any claim submitted by the Contractor in terms of Clause 10.1.</i></p>
4.1.2	Contractor's liability for own design errors	<p>Add the following to the clause:</p> <p><i>The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his assignee in respect of all works designed by the Contractor:</i></p>

		<p>4.1.2.1 <i>A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</i></p> <p>4.1.2.2 <i>Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</i></p> <p>4.1.2.3 <i>Design calculations should the Employer’s Agent request a copy thereof.</i></p> <p>4.1.2.4 <i>Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer’s Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.</i></p> <p>4.1.2.5 <i>“As-Built” drawings in DXF electronic format after completion of the Works.</i></p> <p><i>The Contractor shall be responsible for the design of the Temporary Works.</i></p>
4.3	Legal Provisions	<p>Add the following new sub-clause:</p> <p>4.3.3 <i>Wages and conditions of work:</i></p> <ul style="list-style-type: none"> <i>i. For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the Bargaining Council for the Civil Engineering Industry Collective Agreement as published from time to time.</i> <i>ii. The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public works Programs, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice R347, shall apply to the works described in the scope of works as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</i> <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, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37(2) of the Act. The Contractor shall sign the Occupational Health and Safety Agreement for Contract Work in the City of Tshwane Metropolitan Municipality included in section C1.5.</i></p> <p>Add the following new sub-clause:</p>

		<p>4.3.5 <i>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</i></p> <p>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, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract</i></p> <p>Add the following new sub-clause:</p> <p>4.3.7 <i>Construction Work Permit</i></p> <p><i>Unless duly exempted or otherwise duly agreed with the Contractor, the Employer shall forthwith, where a Construction Work Permit in terms of Regulation 3(1) of the Construction Regulations 2014 is required to be obtained by the Employer without derogation from the Employer’s duties, the Employer or his duly appointed Construction Health and Safety Agent in terms of Regulation 5(6) or otherwise, upon the Construction Work Permit becoming available, issue it to the Employer’s Agent, who, in turn, shall forthwith issue it to the Contractor.</i></p> <p><i>Notwithstanding anything stipulated to the contrary in these Conditions, the Contractor shall not be entitled to any claim or extension of time arising from any delay in obtaining a Construction Work Permit which has been duly applied for, unless such delay exceeds 84 consecutive days.</i></p>
5.3.3	Time to instruct the commencement of the works	Replace both periods of “7 days” in Clause 5.3.3 with “14 days”.
5.6.1	Programme of works	<p>Add the following to the clause:</p> <p><i>The Contractor shall have regard for the phases and sub-phases (if applicable) for the Works, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Scope of Works and/or will be indicated on the Phasing Plan which forms part of the Drawings.</i></p>
5.7.1	Rate of progress	<p>Delete the last paragraph of the clause and replace with the following:</p> <p><i>No instruction by the Employer’s Agent to the Contractor to improve his rate of progress in this regard will qualify for additional compensation, unless the</i></p>

		<i>instruction explicitly states that the Contractor is entitled to additional compensation and cites the amount of such compensation or the basis upon which it is to be determined.</i>
5.9.2	Further drawings and instructions	Add the following to the clause: <i>All instructions shall be in writing</i>
5.12	Extension of time for Practical Completion	<p>Add the following new sub-clause</p> <p>5.12.5 Critical path provision</p> <p><i>A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer’s Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.</i></p> <hr/> <p>Add the following new sub-clause</p> <p>5.12.6 Extension of time due to abnormal rainfall</p> <p><i>Extension of time due to abnormal rainfall shall be determined by means of Method 1, if rainfall records and/or values derived from rainfall records are supplied in the Scope of Work, otherwise Method 2 shall apply.</i></p> <p><u>Method 1: Rainfall formula method</u></p> <p><i>The rainfall records and/or values derived from rainfall records from a suitable rainfall station near the Site, which are supplied in the Project Specifications, shall be considered suitable for the determination of extension of time due to abnormal rainfall in accordance with this method.</i></p> <p><i>Extension of time arising from abnormal rainfall, shall be calculated separately for each calendar month or part thereof for the full period of completion of the Contract, including any extension thereof, in accordance with the rainfall formula given below:</i></p> $V = (N_w - N_n) + \frac{(R_w - R_n)}{X}$ <p><i>If V is negative and its absolute value exceeds N_n, then V shall be equal to minus N_n.</i></p>

		<p><i>If V is positive and greater than the number of calendar days in the calendar month under consideration, V shall be taken as equal to the number of calendar days in the relevant calendar month.</i></p> <p><i>The symbols shall have the following meaning:</i></p> <p>V = <i>Extension of time in calendar days in respect of the calendar month under consideration</i></p> <p>N_w = <i>Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.</i></p> <p>R_w = <i>Actual rainfall in mm for the calendar month under consideration.</i></p> <p>N_n = <i>Average number of days as derived from existing rainfall records, on which a rainfall of Y mm or more has been recorded for the calendar month. Rainfall records and/or the derived values of N_n will be provided in the Specifications.</i></p> <p>R_n = <i>Average rainfall in mm for the calendar month, as derived from existing rainfall records. Rainfall records and/or the derived values of R_n will be provided in the Project Specifications.</i></p> <p>X = <i>20 unless otherwise provided in the Project Specifications</i></p> <p>Y = <i>10 unless otherwise provided in the Project Specifications</i></p> <p><i>The total extension of time shall be the algebraic sum of the monthly totals for the period under consideration. However, if the grand total is negative the time for completion shall not be reduced on account of abnormal rainfall. Extension of time for parts of a month shall be calculated by pro rata values of N_n and R_n being used.</i></p> <p><i>The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm and wet conditions prevented or disrupted work.</i></p> <p><i>The factor $\frac{(R_w - R_n)}{X}$ shall be considered to represent a fair allowance for variations from the allowance for variations from the average number of days when wet conditions further to that allowed for the factor $(N_w - N_n)$, prevented or disrupted work during the calendar month.</i></p> <p><i>Accurate rain gauging shall be taken at a suitable point on Site and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with.</i></p> <p><i>This formula does not take into account further on concurrent delays which could be caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (5.12.5 Critical Path Provision) hereof.</i></p>
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		<p><u>Method 2: Expected delay method</u></p> <p><i>The Contractor shall make provision in his programme for the execution of the Works, for an expected delay of "n" normal working days (based on a working week of five normal working days) due to normal rainfall, for which he will not receive any extension of time.</i></p> <p><i>Unless otherwise provided in the Project Specifications, the value of "n" shall be taken as equal to the tendered time for completion of the Works in months, rounded off to an integer.</i></p> <p><i>Extension of time during normal working days will be granted to the degree to which actual delays as determined in accordance with Sub-Clause (5.12.5 Critical Path Provision) hereof, exceed the number of "n" normal working days.</i></p> <p><i>The value of "n" does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (5.12.5 Critical Path Provision) hereof.</i></p>
5.17	Penalty for noncompliance	<p>Add the following new sub clause:</p> <p>5.17.1 Faulty Workmanship or Materials <i>This section also covers the removal of existing road studs, and the supply and fixing of road studs as ordered by the Employer’s Agent. The contractor shall ensure not to repaint or paint new traffic markings not in compliance with Legislation or as specified by the Employer’s Agent on the drawings. A fixed penalty of R5 000,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of this specification.</i></p> <p>Add the following new sub clause:</p> <p>5.17.2 Road Markings; <i>On all newly constructed traffic calming measures are to be painted on the day of construction and before nightfall. A non-performance penalty of R5 000,00 per day per measure will be applicable</i></p> <p>Add the following new sub clause:</p> <p>5.17.3 All Traffic Accommodation measures; <i>As per SARTSM Vol. 2 Chapter 13 .must be adhere to for all measures during construction. A non-compliance penalty of R5 000,00 per day per measure will be applicable. All work to be stopped immediately until all remedial measures are in place in accordance with specification.</i></p>
6.1	Payment to Contractor	<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 relieve 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’s payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the Contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the employer. The Contractors invoices shall not be paid until all pending labour information has been submitted.</i></p> <p>Add the following new sub-clause</p> <p>6.1.4 <i>The Contractor shall be paid at Pretoria in the currency of the Republic of South Africa only at the Office of the Chief Financial Officer of the CITY OF TSHWANE, unless otherwise stated in the Data provided by Employer.</i></p>
6.2	Security	<p>Add the following new sub-clause:</p> <p>6.2.4 <i>As an alternative to a performance guarantee, the Contractor may deposit with the Employer a cash amount in a sum equal to the amount stated in the Data provided by Employer. All the provisions in respect of the guarantee apply mutatis mutandis to the cash deposit accept that the amount deposited will be repaid to the Contractor within 30 (thirty) days after the issue of the Certificate or Certificates of Completion in respect of the whole of the permanent works.</i></p>
8.6	Insurances	<p>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 Final Approval Certificate, the following insurances in the name of the Contractor (including all Subcontractors whether nominated or otherwise):</i></p> <p>8.6.1.1 <i>The Employer’s insurer will indemnify the Contractor/Sub-contractor against physical loss of or damage to any part of the Property Insured not exceeding the maximum contract value or the final contract value estimated at inception including free issue materials were applicable as stated in the Contract Data:</i></p> <ul style="list-style-type: none"> a. <i>Whilst in transit including loading and unloading whilst temporarily stored at any premises and route to or from the Contract Site within the Territorial Limits;</i> 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> 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>

		<ul style="list-style-type: none"> d. <i>Removal of debris;</i> e. <i>Surrounding property</i> f. <i>Work away;</i> g. <i>Off-site storage</i> h. <i>Temporary repairs;</i> i. <i>Contribution clause – marine;</i> j. <i>Escalation during Contract Period;</i> k. <i>Post loss escalation;</i> l. <i>Automatic reinstatement;</i> m. <i>Principals maintenance;</i> n. <i>Property taken over;</i> o. <i>Beneficial occupation;</i> p. <i>Escalation due to currency fluctuation;</i> q. <i>Manufacturers guarantees</i> <p>8.6.1.2 <i>The Employer’s insurer will indemnify the Contractor/Sub-contractor against all sums for which the Contractor/Sub-contractor shall become legally liable towards third party claimants to pay for and in consequence of:</i></p> <ul style="list-style-type: none"> a. <i>Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Subcontractor);</i> 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>8.6.2 <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 Capital Budget per financial year and the insurance premium will be charged out to the relevant departments by the Section: Insurance and Risk Management.</i></p> <p>8.6.3 <i>Additional insurance by the Employer</i></p> <p><i>The Employer shall be free to effect at his own cost any additional insurance, which he deems necessary in own interest to cover loss or damage not insured in terms of the insurance policies of Sub-Clause 8.6.1.1 of this Clause.</i></p> <p>8.6.4 <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>
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		<p>8.6.5 <i>Contractor satisfied with insurance</i></p> <p><i>The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover affected by the Employer.</i></p> <p>8.6.6 <i>Contractor to observe conditions</i></p> <p><i>The Contractor shall give all notices and observe all conditions and requirements imposed by the relevant insurance policies, which shall be binding on the Contractor.</i></p> <p>8.6.7 <i>Contractor to insure</i></p> <p><i>The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Final Approval Certificate, the following insurance policies at an insurance company within 14 (fourteen) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Employer's Agent, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</i></p> <p><i>a. All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i></p> <p><i>b. Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R10-million per claim with the number of claims unlimited.</i></p> <p><i>c. SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i></p> <p><i>d. In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Subcontractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles.</i></p> <p><i>e. Proof must also be submitted that the Contractor complies with the conditions of the following legislation:</i></p> <ul style="list-style-type: none"><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>8.6.8 <i>The Employer's Agent involved must furnish the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management.</i></p>
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		<p>8.6.9 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 Employer's Agent will adhere to the following procedures:</i></p> <ul style="list-style-type: none"><i>a. In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer's Agent of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.</i><i>b. The Employer's Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Employer's Agent more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Director motivating the reason(s) for the late reporting of the incident, but the Employer's Agent must take note the Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting.</i><i>c. The following documentation must be included with the claim documentation:</i><ul style="list-style-type: none"><i>- Photos of damages caused or suffered as proof or substantiation of the claims.</i><i>d. 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><i>e. 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>8.6.10 Reporting of catastrophic incidents</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> <ul style="list-style-type: none"><i>a. In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer's Agent of every occurrence within 24 (twenty-</i>
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		<p><i>four) hours giving the circumstances, nature and an estimate of the loss or damage.</i></p> <p><i>b. The Employer’s Agent must notify the Section: Insurance and Risk Management on the same day that the Contractor/Sub-contractor has notified the Employer’s Agent of the incident.</i></p> <p><i>c. The Section: Insurance and Risk Management will notify the Employer’s insurer of the incident. The Contractor/Sub-contractor shall afford all reasonable access to the Site to the Employer, the Employer’s Agent, the Employer’s insurers and/or representatives for the purpose of assessment of any loss or damage.</i></p> <p><i>d. The Employer’s Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Employer’s Agent more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.</i></p> <p>8.6.11 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> <p>8.6.12 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> <p>8.6.13 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 Divisional Head must provide an authorization letter</i></p>
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		<p><i>to the Section: Insurance and Risk Management stating the names and the specimen signatures of the delegated official or his nominee within 30 (thirty) days from approval of this report by Council. Should the delegated official or his nominee not sign the relevant claim form, the claim will be repudiated as this may lead to inappropriate independent verification of the validity of claims, thereby increasing the risk of insurance fraud and consequent reputation damage to the Employer.</i></p> <p>8.6.14 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> <p>8.6.15 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 Employer’s insurer who will take the necessary actions for the settlement of any such claims.</i></p> <p><i>The Contractor <u>shall negotiate</u> for the settlement of claims with the Employer or the Employer’s insurer through the Section: Insurance and Risk Management. The Employer’s Chief Financial Officer will authorize all settlements of claims.</i></p> <p><i>Should action for the settlement of any such claim to the satisfaction of the Employer’s Agent not be taken by the Contractor/sub-contractor within 30 (thirty) days after receipt of such claim by the Contractor/sub-contractor, the Employer or the Employer’s insurer may settle any such claim, after giving the Contractor notice of its intention to do so; provided that no such claim shall be settled by the Employer or the Employer’s insurer without first consulting the Contractor/sub-contractor.</i></p> <p><i>The foregoing provisions of this Sub-Clause shall apply mutatis mutandis to any such claim received by the Contractor directly.</i></p>
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C1.2.3 DATA PROVIDED BY THE EMPLOYER

CLAUSE/OPTION		DATA																							
1.1.1.13	The Defects Liability period is:	12 (twelve) months from the date of the Certificate of Completion.																							
1.1.1.14	The time for achieving Practical Completion is:	Will be specified with each work order.																							
1.1.1.15	The name of the Employer is:	City of Tshwane																							
1.1.1.26	The Pricing Strategy is:	Re-measurement Contract																							
1.2.1.2	The address of the Employer is:	Physical Address:	Capitol Towers North, 225 Madiba (Vermeulen) Street, Pretoria																						
		Postal Address:	P.O. Box 1409 PRETORIA 0001																						
1.1.1.16	The name of the Employer's Agent is:	Frank Lambert																							
1.2.1.2	The address of the Employer's Agent is:	Physical Address:	Room A303, Capitol Towers North, 225 Madiba (Vermeulen) Street, Pretoria																						
		Postal Address:	P.O. Box 1409 PRETORIA 0001																						
		E-Mail Address:	frankl@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 border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">CLAUSE</th> <th>DUTY/FUNCTION</th> </tr> </thead> <tbody> <tr> <td>3.2.1</td> <td>Nomination of person as Employer's Agent's Representative</td> </tr> <tr> <td>3.3.4</td> <td>Authorization to Employer's Agent's Representative or any other person</td> </tr> <tr> <td>4.10.1</td> <td>Approval to use the Site for any other purpose such as housing</td> </tr> <tr> <td>5.3.1</td> <td>Delivery of the written notice to commence the execution of the works</td> </tr> <tr> <td>5.6.3</td> <td>Approval of programme of construction</td> </tr> <tr> <td>5.7.2</td> <td>Permission to carry out work by day and by night</td> </tr> <tr> <td>5.8.1.1</td> <td>Approval to work on special non-working days and between sunset and sunrise</td> </tr> <tr> <td>5.9.7</td> <td>Approval of Contractor's designs</td> </tr> <tr> <td>5.11</td> <td>Suspension of progress of the Works</td> </tr> <tr> <td>5.13.2</td> <td>Reduction of penalty for delay</td> </tr> </tbody> </table>		CLAUSE	DUTY/FUNCTION	3.2.1	Nomination of person as Employer's Agent's Representative	3.3.4	Authorization to Employer's Agent's Representative or any other person	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
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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:	14 days																		
5.8.1	The non-working days are:	Sundays																		
	The special non-working days are:	<ul style="list-style-type: none"> • Annual builders holiday • Statutory public holidays 																		
5.13.1	The penalty for delay	The penalty will be R5 000,00/day.																		
5.14.1	Requirements for achieving Practical Completion	All work for each work package must be completed before practical completion can be issued. This will include all site cleaning.																		
5.16.3	The latent defect period is:	10 (ten) Years																		
5.17.1	The Penalty for non-compliance for Faulty Workmanship or Materials	The penalty will be R5 000,00/measure																		
5.17.2	The Penalty for non-compliance for Road Markings	The penalty will be R5 000,00/day/measure																		
5.17.3	The Penalty for non-compliance for Traffic Accommodation measures	The penalty will be R5 000,00/day/measure																		
6.1.3	Labour returns:	Labour returns will be submitted monthly .																		
6.2.1	Type of security for due performance:	<ul style="list-style-type: none"> • Fixed Performance Guarantee from approved financial institution or Cash Deposit. 																		

CLAUSE/OPTION		DATA																		
		<ul style="list-style-type: none"> The forms for the Guarantees 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 R300,000.00.																		
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: <table border="1" style="margin-left: 40px;"> <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>0.21</td> </tr> <tr> <td><i>b</i></td> <td>Civil Engineering Plant</td> <td>0.27</td> </tr> <tr> <td><i>c</i></td> <td>Civil Engineering Materials</td> <td>0.42</td> </tr> <tr> <td><i>d</i></td> <td>Fuel</td> <td>0.10</td> </tr> </tbody> </table> <p style="margin-left: 40px;">(Coefficients a, b, c and d must sum to one)</p> <ul style="list-style-type: none"> The area nearest the Site is Gauteng. The base month is <u>the month and year prior to the closing of the tender.</u> 	Coefficient	Description	Value	<i>x</i>	Portion not subject to adjustment	0.10	<i>a</i>	Labour	0.21	<i>b</i>	Civil Engineering Plant	0.27	<i>c</i>	Civil Engineering Materials	0.42	<i>d</i>	Fuel	0.10
Coefficient	Description	Value																		
<i>x</i>	Portion not subject to adjustment	0.10																		
<i>a</i>	Labour	0.21																		
<i>b</i>	Civil Engineering Plant	0.27																		
<i>c</i>	Civil Engineering Materials	0.42																		
<i>d</i>	Fuel	0.10																		
6.8.3	Price adjustment for variations in the cost of special materials	Allowed																		
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is:	80% (Eighty percent)																		
6.10.3	Percentage retention is:	10% (ten percent) of value of works, excluding contingencies and VAT																		
	The limit of retention money is:	None																		
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																		

Contract: RTD05 2022/23: TENDER FOR THE CONSTRUCTION OF TRAFFIC CALMING AND PEDESTRIAN SAFETY MEASURES, AS AND WHEN REQUIRED FOR A 3-YEAR TERM

Part C1: Agreement and Contract Data

CLAUSE/OPTION		DATA
	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:		
		• Fax to E-Mail:		
		• E-Mail Address:		
6.2.1	The security to be provided by the Contractor shall be one of the following:	Type of Security	Contractor's choice (Indicate "Yes" or "No")	
		Performance guarantee R300 000.00 (Three Hundred Thousand Rand)		
		Cash deposit R300 000.00 (Three Hundred Thousand Rand)		
6.5.1.2.3	The percentage allowance to cover profits and overhead charges for dayworks is:	<p>_____ %. (Maximum of 15% will be allowed)</p> <p><i>(In the case of the Contractor not providing a percentage the percentage as per the General Conditions of Contract will prevail)</i></p>		
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 PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means: **State Guarantor legal name**

Physical address: **State physical address**

Employer means: The City of Tshwane Metropolitan Municipality

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

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

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

Site means: **State site and boundaries**

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

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

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

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

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

Type of Performance Guarantee: **Fixed**

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

CONTRACT DETAILS

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

1. VARIABLE PERFORMANCE GUARANTEE

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

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

R ###.##

(Amount in words:)

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

R ###.##

(Amount in words:)

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

2. FIXED PERFORMANCE GUARANTEE

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

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

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

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The *Guarantor* hereby acknowledges that:

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

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

- 3.2 Subject to the *Guarantor's* maximum liability referred to in 1.1 or 2.1, the *Guarantor* hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
- 3.2.1 A copy of a first written demand issued by the *Employer* to the *Contractor* stating that payment of a sum certified by the *Employer's Agent* in an Interim or Final Payment Certificate has not been made in terms of the *Contract* and failing such payment within in seven (7) calendar days, the Employer intends to call upon the *Guarantor* to make payment in terms of 3.2.2;
- 3.2.2 A first written demand issued by the *Employer* to the *Guarantor* at the *Guarantor's* physical address with a copy to the *Contractor* stating that a period of seven (7) days has elapsed since the first written demand in terms 3.2.1 and the sum certified has not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitle the *Employer* to receive payment in terms of the *Contract* of the sum certified in 3.2.
- 3.3 Subject to the *Guarantor's* maximum liability referred to in 1.1 or 2.1, the *Guarantor* undertakes to pay to the *Employer* the *Guaranteed Sum* or the full outstanding balance upon receipt of a first written demand from the *Employer* to the *Guarantor* at the *Guarantor's* physical address calling up this Performance Guarantee, such demand stating that:
- 3.3.1 the *Contract* has been terminated due to the *Contractor's* default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the *Contractor* and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provision/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the *Guarantor* in terms of 3.2 and 3.3 shall not exceed the *Guarantor's* maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the *Guarantor* has made payment in terms of 3.3, the *Employer* shall upon the date of issue of the Final Payment Certificate submit an expense account to the *Guarantor* showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the *Guarantor* any resulting surplus. All monies refunded to the *Guarantor* in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the *Employer's* bank compounded monthly and calculated from the date payment was made by the *Guarantor* to the *Employer* until the date of refund.
- 3.6 Payment by the *Guarantor* in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the *Guarantor*.

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE

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

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

C1.4 CASH DEPOSIT GUARANTEE

Contract:

Description of Contract:

Employer:

CITY OF TSHWANE

Contractor:

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

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

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

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

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

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

¹ Delete which is not applicable

Contract: RTD05 2022/23: TENDER FOR THE CONSTRUCTION OF TRAFFIC CALMING AND PEDESTRIAN SAFETY MEASURES, AS AND WHEN REQUIRED FOR A 3-YEAR TERM

Part C1: Agreement and Contract 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

RTD05 2022/23: TENDER FOR THE CONSTRUCTION OF TRAFFIC CALMING AND PEDESTRIAN SAFETY MEASURES, AS AND WHEN REQUIRED FOR A 3-YEAR TERM

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

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

NOW THEREFORE the parties agree as follows:

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

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

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

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

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

Annexure 1

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

APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK

This application must be submitted with the following documents:

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

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

2. Details of the agent

(a) Title, Surname and initials:

(b) Identity number / Passport number:

(c) Registration number with SACPCMP:

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

(e) Postal address:

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

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

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

(a) Construction Manager: _____

(b) Construction Health and Safety Officer _____

(c) Construction Health and Safety Officer _____

6. Exact physical address of the construction and site office

7. Nature of construction work

8. Expected commencement date

9. Expected completion date

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

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

12 Names(s) of contractors appointed

18. Signature of Client / Client's Agent

19. Signature of the Principal Contractor

FOR OFFICE USE ONLY		
Authorization / Unique No.	LABOUR CENTRE	OFFICE APPROVAL STAMP

13. Date of application: _____

14.

Submitted documents prescribed in Construction Regulation 5(4). (Please tick ✓)

CR 5(1)(a)		CR 5(1)(b)		CR 5(1); (C-S)	
------------	--	------------	--	----------------	--

15. Result of the application. (Please tick ✓)

Approved		Declined	
-----------------	--	-----------------	--

16. Reason for declining the application

17 Signature of the Supervisor: _____

18 Signature of revoking officer / inspector: _____

C1.7 ADJUDICATOR'S AGREEMENT

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

_____ (name of company / organisation)

of _____

_____ (address) and

_____ (name of company / organisation)

of _____

_____ (address) (the

Parties) and

_____ (name of Adjudicator)

of _____

_____ (address) (the

Adjudicator).

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

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

IT IS NOW AGREED as follows:

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

¹ Delete as necessary

² Delete as necessary

SIGNED by:

SIGNED by:

SIGNED by:

Name: _____

Name: _____

Name: _____

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

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

the Adjudicator in the presence of

Witness

Witness:

Witness:

Name: _____

Name

Name: _____

Address: _____

Address:

Address: _____

Date: _____

Date: _____

Date: _____

Contract Data

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

¹ Delete as necessary

PART C2: PRICING DATA

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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 **shall to be completed by hand 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 part of this Contract.

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

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

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

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

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

Lump sum: An amount tendered for an item, the extent of which is described in the 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 is 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	=	per hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (metric = 1000kg)
m ²	=	square metre	no	=	number
m ² .pass	=	square metre pass	sum	=	sum
ha	=	hectare	MN	=	mega newton
m ³	=	cubic meter	MN.m	=	mega newton metre
m ³ .km	=	cubic meter kilometre	PC sum	=	prime cost sum
ℓ	=	litre	prov sum	=	provisional sum
kℓ	=	kilolitre	%	=	percent
MPa	=	mega pascal	kW	=	kilowatt
V	=	volt	KVA	=	kilo volt ampere
A	=	ampere	R/only	=	rate only
month	=	per month	pe	=	per establishment
day	=	per day	pm	=	per person per month
pd	=	per person per day	p	=	per person
ph	=	per person per hour	pwo	=	per work order

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.

4. Corrections 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 hand written above in black ink and the full signature of the Tenderer shall be placed next to the correction.**

C2.2 PRICING SCHEDULE

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

PART C3: SCOPE OF WORK

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C3.1 DESCRIPTION OF THE WORKS

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C3.1.1 Employers objectives

The employer's objectives are to deliver public infrastructure using labour intensive methods. The works in this contract are to be executed by using both conventional construction and labour-intensive construction methods in accordance with the Expanded Public Works Programme (EPWP).

Works earmarked for Labour Intensive construction methods will be numbered with a prefix "LI" in the bill of quantities to distinguish them from the conventional construction works. Such work shall be constructed using local workers who are temporarily employed in terms of the project specification.

C3.1.2 Overview of the works

The work will comprise the construction and implementation of traffic calming and pedestrian safety measures that will entail the implementation of Traffic Circles, Speed Humps, Raised Pedestrian Crossings, Walkways, Pedestrian ramps, Traffic Signs, Road Markings, Guardrails, Bollards, Pedestrian Balustrades, Kerbing, Fencing and other related works within the boundaries of the City of Tshwane. It can also include the minor upgrading and improvement of intersections and related signalling to improve the safety of intersections. Work orders will be issued per region as per available annual budgets. Conventional and labour intensive construction methods (LIC) will be used to complete the work, with the Employer's Agent ruling on the method to be used.

C3.1.3 Extent of the works

C3.1.3.1 Conventional construction methods

- All General Requirements and Charges (Preliminary and General, Provision of Personal protective clothing, etc.) not specified in pricing schedule need to be included in the Unit rates.
- Setting out of works
- Accommodation of Traffic as per SARTSM Vol. 2 Chapter 13 (include in all unit rates)
- Construction of pavement layers
- Road markings (Thermo plastic)
- Asphalt works
- Excavation of trenches and box cut for intersection upgrading
- Construction of bedding
- Installation of stormwater sewers including construction of inlet, outlet structures and junction boxes
- Backfilling
- Structures and appurtenant to stormwater systems (inlets, junction boxes and manholes)
- Quality control
- Maintenance of the work during the construction and subsequent liability periods

C3.2.3.2 Labour intensive construction (LIC)

- Clearing and grubbing
- Selected excavations
- Installation of kerbing
- Placing of concrete
- Placing of asphalt for safety measures and as indicated by Engineer (skilled labour)
- Pipe laying smaller than 450 diameter
- Placing of segmented concrete paving
- Road markings (Cold plastic)
- Installation of road/traffic/street name signs
- Installation of barricading
- Manholes and other structures

The works will include the following activities as and when required:

Speed Humps

The construction of speed humps as per work packages with the tendered rates per work package to include all costs for the construction of speed humps, including site establishment, asphalt works, traffic signs, road markings, road studs, sandblasting, removal of redundant traffic signs and traffic accommodation as per STD016 (1 of 7) of the City of Tshwane's Standard Construction Details and Design Standards for Roads and Stormwater Drainage Infrastructure (January 2014 or latest available). The speed humps work packages are based on the paved road width measured from edge of surfacing to edge of surfacing.

Raised Pedestrian Crossings

The construction of raised pedestrian crossings as per work packages with the tendered rates per work package to include all costs for the construction of raised pedestrian crossings, including site establishment, asphalt works, traffic signs, road markings, road studs, sandblasting, removal of redundant traffic signs and traffic accommodation as per STD016 (2 of 7) of the City of Tshwane's Standard Construction Details and Design Standards for Roads and Stormwater Drainage Infrastructure (January 2014 or latest available). The raised pedestrian crossing work packages are based on the paved road width measured from edge of surfacing to edge of surfacing.

Traffic Circles

The construction of traffic circles as per work packages with the tendered rates per work package to include all costs for the construction of traffic circles, including site establishment, asphalt works, traffic signs, road markings, road studs, sandblasting, removal of redundant traffic signs and traffic accommodation as per STD016 (3 of 7) and STD016 (4 of 7) of the City of Tshwane's Standard Construction Details and Design Standards for Roads and Stormwater Drainage Infrastructure (January 2014 or latest available). The traffic circle work packages are measured on the raised circle diameter from edge of new raised surfacing to edge of new raised surfacing.

Road Markings

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

Traffic Signs/Street Name Signs

- Removal and replacement of uniform safety control devices not in compliance with legislation or as directed by the Employer's Agent
- Removal, replacement and maintenance of sign supports not in compliance with specification or as directed by the Employer's Agent
- Installation and removal of safety control devices for road works
- Installation and maintenance of tourism, information and guidance signs
- Installation and removal of permanent as well as temporary signs for tourism attractions, special

and world status events

- Inventory data collection and the updating of the existing management system
- The keeping of a safety plan in term of the Health and Safety Act & Construction Regulations.

Guardrails

- Installation or removal of balustrades
- Installation or removal of barriers
- Installation or removal of bollards
- Installation or removal of fences

Walkways

- Construction of pedestrian walkways and cycle paths
- Construction of universal access facilities
- Construction of kerbing and median kerbing

Upgrading of Intersections

- Setting out of works
- Accommodation of traffic
- Upgrading of intersection. Intersections will be identified based on the Clients requirements (e.g. budget constraints) and/or priorities
- Construction of up to 50mm thick Continuously graded asphalt surfacing
- Construction of Pavement layer works o 150mm thick G1 Granular Base layer o 300mm thick C3 Cemented Subbase layer o 150mm thick G7 Upper Subgrade o 150mm thick G9 Lower Subgrade
- Installation of stormwater sewers including structures appurtenant to stormwater systems (inlets, junction boxes and manholes)
- Construction or replacement of concrete kerbing
- Upgrading and modification of Traffic signals

C3.1.4 Location of the works

- All seven regions within the City of Tshwane

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

C3.2 ENGINEERING

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C3.2.1 Employer's design

The employer is responsible for the design of the permanent works as reflected in the Contract Documents unless otherwise stated. It is the responsibility of the Contractor to design the temporary works and ensure their compatibility with the permanent works. The Contractor shall supply all the details necessary to assist the Engineer in compilation of the as-built drawings.

C3.2.2 Drawings

The City of Tshwane's Standard Construction Details and Design Standards for Roads and Stormwater Drainage Infrastructure (January 2014 or latest available) applicable to this project are: A Set of these drawings is issued as part of Volume 2.

<u>DRAWING NO.</u>	<u>DESCRIPTION OF DRAWING</u>
STD-007 (Series 1 to 2)	Kerbing Details: Sloping Kerb, Semi-Vertical Kerb and Edge Beam
STD-008 (1 of 1)	Walkways and Cycle Tracks
STD-009 (Series 1 to 2)	Pedestrian Ramps for the Disabled
STD-011 (Series 1 to 2)	Handrails / Balustrades and Bollards
STD-013 (Series 1 to 3)	Guardrails:
STD-014 (Series 1 to 3)	Fences and Gates:
STD-015 (1 of 1)	Bus and Taxi Bays: Geometrical Layout and Details
STD-016 (Series 1 to 7)	Traffic Calming Measures:
STD-018 (Series 1 to 3)	Sign Boards:
STD-019 (Series 1 to 4)	Traffic Signals
STD-020 (1 of 1)	Typical Layout of Parking Bays

C3.3 PROCUREMENT

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C3.3.1 Preferential procurement procedures

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

C3.3.1.1 Requirements

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

1. Requirements for the sourcing and engagement of labour

1.1 Unskilled and semi-skilled labour require for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

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

1.3 Tasks by the Contractor must be such that:

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

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

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

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

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

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

1.7 The Contractor shall endeavour to be compliant with the number of job opportunities to be created under this project in terms of the EPWP requirements. The number will be dependant on the budget available for this project per financial year. It is anticipated that at least 10 job opportunities will have to be created per financial year for this project.

C3.3.1.1.2 Appointment of Community Liaison Officer

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

If the situation requires the appointment of a CLO it will be done on the following conditions.

1. A community liaison officer (CLO) will be appointed from the local community. The liaison office will, amongst other duties, be responsible for the liaison with the beneficiary community.
2. Provision for the payment of the CLO has been made in the Pricing Data.
3. The successful tenderer shall enter into an agreement with the Ward Councillor/Ward Committee whereby the Ward Councillor shall provide to the Contractor with a Community Liaison Officer (CLO) for liaison with the recipient community.
4. The CLO shall attend all site and other meetings concerning the work package.
5. The agreement shall make provision for the payment by the Contractor to the CLO a maximum amount calculated as follows:

Wage per month = CoT's minimum T5-level monthly notch (prior to deductions)
6. Only one CLO shall be appointed per work package. If the work package spans over more than one Ward, the relevant Ward Councillors shall agree on one CLO to be appointed by the Contractor. Should no agreement be found as envisaged, the relevant Project Manager together with the Executive Director: Integrated Community Development, or their nominees, will interview prospective appointees and in their discretion appoint such CLO.
7. Notwithstanding the above, if the vastness of the work package requires the use of more than one CLO, this will be permitted provided that the total monthly sum paid to all CLO's shall not exceed the amount allowed for as set out above.
8. Should the Contractor experience any difficulties with the community, these difficulties shall immediately be brought to the attention of the Department/Project Manager who shall arrange a meeting with the relevant Ward Councillor(s) and the CLO to resolve such difficulties.
9. The main Contractor shall ensure that any Sub-Contractor he may appoint shall adhere to these conditions but also subject to the provisos applicable to the duration of such sub-contract.
10. Should any of the above conditions be less favourable than any Bargaining Council Agreement or Act applicable to the Contractor, the more favourable condition will apply.

C3.3.1.2 Resource standard pertaining to targeted procurement

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

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

1. **General**

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

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

2.1 Replace the existing definitions with the following:

contract participation goal (CPG)

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

2.2 Add the following definitions:

contract amount

1) targeting strategy A

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

2) targeting strategy B

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

targeting strategy A

a strategy which:

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

targeting strategy B

a strategy which:

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

2.3 Replace clauses 3.11 and 3.12 with the following:

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

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

2.4 Replace 3.2.2 with the following:

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

2.5 Replace 4.1 with the following:

4.1 The contractor shall enter into written contractual agreements with all the targeted enterprises and targeted partners cited in the contract participation goal implementation plan and shall, as soon as is practicable, furnish the employer's representative with copies of such agreements and the written acceptances thereof. The contract to be performed by the targeted enterprises and targeted partners shall, in the case of targeting strategy A, thereafter neither be reduced in scope, nor terminated without the prior written approval of the employer's representative, which shall not be unreasonably withheld or delayed.

2.6 Replace 4.2.1 with the following:

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

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

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

2.7 Replace 4.3 with the following:

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

2.8 Replace 6 with the following:

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

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

the sanctions provided for in the contract shall apply.

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

Clause Specification Data

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

2.7	The employers representative is: Target area:	A Regional representative to be confirmed with each work order.
	Target Area 1	The ward/wards in which the work package is to be performed

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

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

Where

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

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

1. General

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

2. Amendments pertaining to SANS 1914-5

2.1 Replace the existing definitions with the following:

contract participation goal (CPG)

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

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

2.2 Add the following definitions:

contract amount

1) targeting strategy A

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

2) targeting strategy B

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

targeting strategy A

a strategy which:

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

targeting strategy B

a strategy which:

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

2.3 Terms and conditions for the engagement of targeted labour

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

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

2.5 Replace 6 with the following:

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

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

the sanctions provided for in the contract shall apply.

3. Training of targeted labour

3.1 The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

3.2 The cost of the formal training of targeted labour must be included on the total of the Prices.

3.3 The Contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.

3.4 An allowance equal to 100 % of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 3.3 above.

3.5 Proof of compliance with the requirements of 3.2 to 3.4 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

Clause Specification Data

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

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

2.9 The following weightings shall apply:

Target Area 1	1.2
Target Area 2	1.0
Target Area 3	0.8
Target Area 4	0.6

6 **Sanctions** In the event that the Contractor fails to substantiate that any failure to achieve the Contract Participation Goal relating to the granting of preference was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay the Employer a financial penalty in the following manner:

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

Where

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

C3.3.2 Subcontracting

C3.3.2.1 Scope of mandatory subcontract works

The contractor is to identify and present to the Engineer the works to be subcontracted. The following shall be subcontracted to the local subcontractors:

- Kerbing
- Paving
- Construction of manholes and junction boxes
- Erection of Traffic Signs (All material to be supplied by contractor)

C3.3.2.2 Preferred subcontractors/suppliers

Preferencing of subcontractors will be determined within each work package.

C3.3.2.3 Subcontracting procedures

C3.3.2.3.1 The contractor shall advertise and call for competitive tenders in accordance with the requirements stated in the specification data in respect of each portion of the works that are required to be subcontracted in terms of C3.3.2.1 in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated

procurement documents shall be based on the standard form of contract identified in the specification data, with minimal project specific variations and amendments that do not change their intended usage.

- C3.3.2.3.2 The contractor shall evaluate the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the contractor and the steering committee for the ward/s on which the work package will impact.
- C3.3.2.3.3 The contractor shall without delay enter into a written contract with the successful tendering subcontractor based on their accepted tender submission.
- C3.3.2.3.4 The contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

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C3.4.1 Works specifications

C3.4.1.1 Applicable standards

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

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

http://www.tshwane.gov.za/documents/tenders/CTMM_Civil_Specification_2005.zip

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

The works will also be completed in accordance with The City of Tshwane's Standard Construction Details and Design Standards for Roads and Stormwater Drainage Infrastructure (February 2017 or latest available).

C3.4.1.2 Applicable national and international standards

- The applicable national and international standards are the latest versions of the South African Development Community and South African Road Traffic Signs Manual (2012);
- Retroreflective material shall comply with SANS 1519-1;
- Night-time retro-reflection shall be measured in accordance with SANS 6261:2008;
- Plastic traffic marking material: Hot-melt plastic traffic marking material shall comply with the requirements of BS 3262;
- Any labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5; and
- Risk Management shall be according to SANS 31000:2009.

C3.4.1.3 Particular/generic specifications

C3.4.1.3.1 Generic Labour Specification

01 Scope

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

- all excavations and trenches having a depth of less than 1.5 metres
- stormwater drainage
- low-volume roads
- sidewalks and non-motorised transport infrastructure
- clearing and grubbing
- installation of kerbing
- placing of concrete
- placing of asphalt (skilled labour)
- placing segmented and concrete paving
- road markings (Cold plastic)
- installation of road signs/street name signs
- installation barricading

- erecting of fencing
- site cleaning

02 Precedence

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

03 Hand excavate-able material

Hand excavate-able material is material:

- a) granular materials:
 - i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dens, or dense; or
 - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a Dynamic Cone Penetrometer (DCP) is required to penetrate 100mm;
- b) cohesive materials:
 - i) whose consistency when profiled may in terms of Table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
 - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a Dynamic Cone Penetrometer (DCP) is required to penetrate 100mm;

NOTE:

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A Dynamic Cone Penetrometer (DCP) is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle
Loose	Small resistance to penetration by sharp end of a geological pick	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40mm; can be moulded by fingers with some pressure
Medium dense	Considerable resistance to penetration by sharp end of a geological pick	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10mm; very difficult

			to mould with fingers; can just be penetrated with an ordinary hand spade
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers
Very dense	High resistance to repeated blows of a geological pick	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point

04 Trench excavation

All hand excavate-able material in trenches having a depth of less than 1.5 metres shall be excavated by hand.

05 Compaction of backfilling to trenches (areas not subject to traffic)

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

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

06 Excavation

All hand excavate-able material including topsoil classified as hand excavate-able shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand. Any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

07 Clearing and grubbing

Grass and bushes shall be cleared by hand.

08 Shaping

All shaping shall be undertaken by hand.

09 Loading

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

10 Haul

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

11 Offloading

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

12 Spreading

All material shall be spread by hand.

13 Compaction

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

14 Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

15 Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

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

Grout shall be mixed and placed by hand.

16 Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, pre-cast concrete planks and pipes, masonry unit and edge beams shall not individually, have a mass of more than 320kg. Where the mass of an element exceeds 55kg, consideration should be given to the size of the element relative to its total mass related to the number of workers who would be needed to lift such mass.

C3.4.1.3.2 Required performance characteristics on Traffic Markings

The following characteristics will be considered as indicative of the satisfactory performance of the traffic marking and should be read in conjunction with Section 613: Traffic Markings

01 Durability

Durability shall be indicated by the Traffic Wear Index determined in accordance with SABS 1248: 1995, Determination of traffic wear index.

02 Night-time visibility

Night-time retro-reflection shall be measured during day time with a portable retro-reflectometer

Contract: RTD05 2022/23: TENDER FOR THE CONSTRUCTION OF TRAFFIC CALMING AND PEDESTRIAN SAFETY MEASURES, AS AND WHEN REQUIRED FOR A 3-YEAR TERM

Part C3: Scope of Work

in accordance with SANS 6261:2008

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

Table 1(a) – Road Marking Performance Specifications

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

NOTE:

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

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

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

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

5. Yellow “transverse” markings (symbols, arrows, lettering, chevrons and regulatory transverse markings)
6. Red “transverse” markings (arrestor bed marking)

Minimum number of tests

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

Additional requirements:

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

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

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

Should it be clear that the road markings would not meet the required level of performance at any of the inspection dates, the Contractor may use his discretion to apply appropriate remedial actions to rectify the shortcomings after getting approval from the Employer’s Agent for work within the road reserve, approval which would not be unreasonably withheld.

Additions and amendments to Standard Specifications for Municipal Engineering Works

Road markings

Add the following to Section 613 of the Standard Specifications for Municipal Engineering Works, Third Edition 2005 with the following. Replace Paragraph 01 with the following:

Scope

This section covers the permanent marking of road and parking surfaces with white, red or yellow retro-reflective waterborne road marking paint, thermoplastic and cold plastic (two-component Methyl

Methacrylate) road marking materials as indicated as well the removal of unwanted road markings as and when required by the Employer's Agent.

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

Materials

(a) Paint

(i) Waterborne road marking paint

(ii) Plastic road marking materials

(iii) Glass beads

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

(b) Colour:

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

Mechanical Equipment for painting

The equipment shall consist of an apparatus to clean the surface, a mechanical road painting machine and all additional hand-operated equipment necessary to complete the work. Rollers and brushes shall not be allowed for waterborne road marking application. The requirement for thermoplastic road markings would include, a self-propelled or truck mounted automated road marking machine including a glass bead pressure tank capable of painting longitudinal lines within the specifications. The machine shall be so designed that it will be capable of painting the traffic markings to a uniform width within the tolerances specified, without the paint running or splashing. All road marking equipment must be made available for inspection by City of Tshwane once the contractor is appointed. No work orders will be issued if the contractor fails to meet this obligation.

Faulty Workmanship or Materials

This section also covers the removal of existing road studs, and the supply and fixing of road studs as ordered by the Employer's Agent. The contractor shall ensure not to repaint or paint new traffic markings not in compliance with Legislation or as specified by the Employer's Agent on the drawings. A fixed penalty of R5 000,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of this specification.

Protection

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

C3.4.1.3.3 Traffic Signs

Add the following to Section 612 of the Standard Specifications for Municipal Engineering Works, Third Edition 2005 with the following.

Replace Paragraph 01 with the following:

Scope

This section covers the permanent and temporary installation, removal and maintenance of uniform traffic signs as and when required by the Engineer.

All devices shall be of the standard regulatory, warning, street name, guidance, information, special events and tourism signs as detailed on the drawings and in accordance with the SADC Road Traffic Signs Manuals and South African Road Traffic Signs Manual as well as other unique signs as specified for special and world status events as required by the Engineer.

Materials

Add the following to item 02

The Contractors, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the Engineer with certificates showing that the materials do so comply. Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the Engineer's office on the Site free of charge.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions. Where proprietary products have been specified, similar products may be used subject to the prior written approval of the Engineer. Unless anything to the contrary is specified, all manufactured articles or materials supplied by the Contractor shall be new and unused.

Earth, stone, gravel, sand, and all other materials excavated or present on the site or in borrow areas provided by the Employer shall not become the property of the Contractor, but will be at his disposal only in so far as they are approved for use on the Contract. Existing structures on the Site shall remain the property of the Employer and, except as and to the extent required elsewhere in the Contract, shall not be interfered with by the Contractor in any way.

All materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the Contractor during handling, transportation, storage, installation or testing, they shall be replaced by the Contractor at his own expense.

All places where materials are being manufactured or obtained for use in the Works, and all the processes connected therewith, shall be open to inspection by the Engineer (or other persons authorised by the Engineer) at all reasonable times, and the Engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these Specifications.

Immediately upon this tender being accepted, the Contractor shall purchase all materials which are in short supply or for which the delivery period may be long.

The quantities set out in the Schedule of Quantities are estimated quantities. The Contractor shall therefore, before ordering materials of any kind, check with the Engineer the quantities required. No liability or responsibility whatsoever shall attach to the Employer for materials ordered by the Contractor except if they have been ordered in accordance with written confirmation issued by the Engineer.

Add the following to item 02.01 (STRUCTURAL STEEL):

Poles shall be hot dipped zinc coated (galvanized) in accordance with the requirements of the latest edition of SABS 763.

All cutting, welding and drilling of holes must be done prior to galvanizing. No drilling of holes, cutting, grinding, or welding will be permitted after the galvanizing process. No circular welding shall be allowed to extract a pole from loose off cut pole sections. A pole shall be one unit without welded joints.

Square tubing

The section of the pole shall be of a square section of 2 mm wall thickness. Each post is to be blanked-off at the top by means of a mild steel plate with the same form as the square section and at least 2 mm thick, welded to the top. The welding joint must be watertight and smoothed off after welding.

A base plate of 2 mm thick mild steel and 150 mm square is to be welded to the base of each post by means of 4 evenly spaced welds, each not less than 20 mm long.

"D" section poles

The section of the sign poles shall be of a D-section obtained by rolling flat mild steel plate of 2 mm wall thickness to the desired form, and seam-welding it along the entire length. The D-section extruded from standard pipe section is not acceptable. The D-section must have a flat base of approximately 63 mm measured externally and the circular part an external diameter of 76 mm. The height from the flat base to the top of the circle must be 76 mm measured externally.

Holes of 12 mm diameter are to be drilled through the post rectangular along the centre line of the flat base. The base plate of 2 mm thick mild steel and 150 mm square is to be welded to the base of each post by means

of 4 evenly spaced welds, each not less than 20 mm long. Each post is to be blanked off at the top by means of a mild steel plate, with the same form as the D-section and at least 2 mm thick, welded to the top. The welding joint must be watertight and smoothed off after welding.

Round section poles

The section of the pole shall be of a round section of 2 mm or 3 mm wall thickness as indicated. Each post is to be blanked-off at the top by means of a mild steel plate with the same form as the round section and at least 2 mm thick, welded to the top. The welding joint must be watertight and smoothed off after welding.

A base plate of 2 mm thick mild steel and 150 mm square is to be welded to the base of each post by means of 4 evenly spaced welds, each not less than 20 mm long.

See Standard Construction Details and Design Standards for Roads and Stormwater Drainage Infrastructure drawing number STD018.

Excavation and Backfilling

Excavations for the erection of traffic signs shall be made according to the dimensions shown on the Drawings. Where the excavations are to be backfilled with soil, a 1:12 cement: soil mixture plus a 40kg bag mix-crete shall be made and thoroughly compacted at optimum moisture content in 100 mm thick layers for each excavation (300x300x600mm).

Where posts or structures are to be fixed in concrete, or where concrete footings are to be cast, the concrete, form work and reinforcement shall comply with the requirements. The holes shall be completely filled with concrete up to the level shown on the Drawings or indicated by the Engineer. The upper surface of the concrete shall be neatly finished with sufficient fall to ensure proper drainage.

The Contractor shall exercise all the necessary care to prevent damage to known services during construction operations. Major excavating equipment and other plant shall not be operated in dangerously close proximity of these services. Where necessary, excavation in close proximity of these services shall be carefully carried out by means of suitable hand tools, excluding picks wherever their use could cause damage to the services. No additional payment will apply to such more difficult work.

Add the following to item 02.03 (Chromadek Steel Plate):

Steel plate for road signs shall be 1,40 mm thick (2 mm for street name signs and 1 mm for profiled sections, 1mm thick for profile signs or fitted with frame) Chromadek Z275 or equivalent, which has been treated on both sides with an epoxy primer followed by a silicon polyester top-coat. The total dry thickness of the treatment shall be at least 0.025 mm.

The reverse side shall be painted with a dull grey (white in the case of the R1 sign) prime coat and the face with only the specified top coat.

See Figure 15.48 SARTSM Vol.2 Chapter 15 for the manufacturing of stacked chromadek profile signs.

Steel backing plates for GL 2 signs shall be 2 mm thick steel galvanised treated.

Backing Plate Marking

The inscription with permanent 50mm black aerial font lettering "CoT-CB31/09-09/2009. MS" (as an example) indicating the abbreviation of the City of Tshwane, tender No, the month and year of manufacturing of the sign, the manufacturer abbreviation e.g. = Venus Signs should be marked in black on the top right hand side at the back of the sign by means of permanent approved method.

The Contractor will not be permitted to use explosives for breaking up rock and hard material during excavations.

All work carried out on, over, under or adjacent to a railway line shall be carried out strictly in accordance with the requirements of the owner of such railway line. Specific requirements in this regard may be included in the Project Specifications.

Add the following to item 02.08 (Retro-reflective Material):

Retroreflective material shall comply with SANS 1519-1 and documentation to be included in the tender document indicating compliance for Class 1 (7 year warranty), Class 3 (10 year warranty) and Class 4 (at least 10 year warranty) retroreflective material. All retroreflective material must have watermarks of the warranty the period (7 years and 10 years). Data sheets for the cast vinyl material must be provided. The manufacturing company shall be an approved retro-reflective sheeting converter and a convertership certificate from the reflective supplier to be submitted with the tender. It is also required of the manufacturer to submit convertership certificates every three months during the contract as well as new convertership certificates should the manufacturer change reflective suppliers.

Packaging and Shelf Life

The retro-reflective sheeting shall be so packaged as to ensure adequate protection against physical damage in storage and transit before delivery. The material shall be capable of withstanding storage for six months at normal storage temperatures as recommended by the material manufacturer without loss of adhesion, flexibility or other properties.

Add the following:

B06.07 Unsuitable used material:

All existing steel and/or aluminium and/or paving material removed and/or dismantled deemed by the Engineer as not required for re-erection and/or re-use or declared to be unsuitable for re-use shall be dismantled and neatly stacked at a location indicated by the Engineer in accordance with the Engineer's instructions at the expense of the Contractor.

All steel material to be scrapped shall be delivered to the CoT scrap metal yard in Von Wielligh Street, Pretoria West. The contractor shall provide proof of the weight, number of signs, number of poles and number of

breakaway footings delivered to the scrap metal yard.

All material unsuitable for re-use remains the property of the CoT and shall not be sold for scrap metal or any other use. The contractor shall provide a receipt of scrap metal handed in with every month's payment certificate.

C3.4.1.3.4 Quality Management and Penalties

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

1. Construction program

The Contractor shall after the acceptance of the work package provide the Employer with a program of the different sites to be completed. No work shall commence without permission and an approved program. The opening program may only commence following the successful construction of a test/pilot speed hump and raised pedestrian crossing as specified and approved by the engineer. The contractor will before commencement of the program, deliver to the engineer a lightweight, foldable, steel template to assist in confirming the correct height and profile of speed humps and raised pedestrian crossings as per specifications.

2. Daily records

The contractor shall provide the Employer with a completed record of his site Diary on a daily basis, informing him of the relevant activities and contractual information. (Information such as dates, location, quantities, weather condition, detailed sketches if needed, labour and staff records, construction equipment and before and after digital photographs of the work activities.)

3. Quality Management and Payment certificates

The Contractor shall employ a Quality Manager responsible for the quality management to inspect and approve all completed job cards within 48 hours and report of any non-compliant defects or any poor workmanship for immediate remedial measures before a handover inspection is scheduled with the City of Tshwane officials.

Payment certificates will not be accepted or reviewed without the following supporting documents; signed job cards, signed snag lists, approved retro-reflectivity test results, before and after photographs of all works including all; traffic signs (back and front of all signs), road markings, road studs, guardrails, fences, bollards, speed humps, raised pedestrian crossings and traffic circles.

4. Non Performance

Road Markings

NON PERFORMANCE PENALTIES		
Type of work order	Description	Non Performance penalty applicable

All work orders	Road Markings on all newly constructed traffic calming measures are to be painted on the day of construction and before nightfall.	R 5 000,00 per day per measure
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Traffic Accommodation

NON PERFORMANCE PENALTIES		
Type of work order	Description	Non Performance penalty applicable
All work orders	Accommodation as per SARTSM Vol. 2 Chapter 13	R 5 000,00 All work to be stopped until all remedial measures are in place in accordance with specifications

The following contain the Employer's general requirements including requirements of the South African Road Traffic Signs Manual for the accommodating the traffic during construction:

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

The travelling public shall have the right of way on public roads and the contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road. Failure to maintain road signs, warning signs, etc, in a good condition shall constitute ample reason for the engineer to bring the works to a stop until the road signs, etc, have been repaired to his satisfaction. The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic by trained staff in accordance with the requirements of this document and the South African Road Traffic Signs Manual Volume 2 Chapter 13 of the June 1999 edition. Copies of this publication are available from the Government Printers – Tel: (012) 334 4500.

The contractor shall submit proposals in connection with directional signs to the engineer for approval prior to construction. Sufficient signage according to the South African Road Traffic Signs Manual, Volume 2, and Chapter 13 shall be provided, erected and relocated as necessary by the contractor to reroute traffic onto the deviations.

Special requirements for accommodation of traffic:

Site personnel

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

Failure to comply with provisions

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

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

Road signs, barricades and flags.

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

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

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

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

Requirements for channelization devices and barricades

- Comply with the manufacturing and reflective requirements of the SARTSM and the blades shall be reversible with dimensions as indicated on the drawings;
- Have smooth and round edges and be mounted on a post and base. All components shall be of durable plastic material;
- have the lower edge of the reflective part of the delineator mounted not lower than 250mm above the road surface;
- Be capable of withstanding the movement of passing vehicles and gusting winds up to 60 km/h in typical working conditions without falling over. To achieve this, the base shall be at least 0,18 m² and ballasted by sandbags with sand;

- Together with its mounting be designed such that it will collapse in a safe manner under traffic impact.
- Traffic cones manufactured in a fluorescent red-orange or red plastic material may be used only at short term lane deviations during daylight. Cones shall not be used on their own, but shall be interspersed with delineators at a ratio not exceeding 3:1. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night time shall be demarcated by delineators only.
- The use of drums as channelization devices shall not be permitted

Warning devices

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

Vehicle mounted flashing lights

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

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

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

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

Sign mounted flashing lights

As and when requested by the engineer, two amber flashing lights shall be vertically mounted on top of the traffic signs at each end of each traffic accommodation section as shown on the drawings.

Other traffic control measures ordered by the engineer

The engineer may instruct the contractor to provide any other reflective tape, etc not measured in standard pay items. Such items shall conform to the requirements of the SARTSM, or specification

provided by the engineer. Similarly, in order to ensure that the traveling public is kept fully informed and warned on matters relating to the accommodation of traffic, construction sign posting and the effect of the construction on the free flow of traffic through the site, the engineer may arrange for advertising in the press and/or for other forms of publicity.

Flagmen

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

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

Flagmen shall have in their possession, at all times, certification that they have attended and passed an accredited course in flagging techniques before being allowed onto the construction site.

Flags shall be made from bright red or red-orange material and shall be square with a minimum side length of 600 mm. The flag shall be attached to a staff at least 1.0 m in length.

In terms of lateral clearance and safety, flagmen shall stand on the shoulder of the lane of traffic that is being controlled and under no circumstances shall flagmen be permitted to stand within the traffic lane. In order to obtain maximum visual impact for the travelling public, flagmen shall stand-alone.

C3.4.2 Plant and materials

C3.4.2.1 Plant and materials supplied by the employer

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

C3.4.2.2 Materials, samples and shop drawings

C3.4.2.2.1 Road Construction Materials

No borrow pits are provided. Where material cannot be obtained from cut on the works, the Contractor will be responsible to obtain the material required for the fill, sub-grade and pavement layers from commercial sources.

C3.4.2.2.2 Aggregate for Concrete

The crushed stone and aggregate to be used in the base, surfacing and concrete must be approved by the Engineer before it may be used.

C3.4.2.2.3 Water for Concrete and Construction Purposes

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

The contractor must make adequate provision in his tender for all negotiations and procurement of water for construction activities and all related costs will be deemed to be included in his tendered rates.

C3.4.2.2.4 Spoil Material

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

C3.4.2.2.5 Cement for concrete

The cement used for the construction of culverts, foundations and bridge structures as well as for stabilisation must be approved by the engineer prior to construction.

C3.4.3 Construction equipment

C3.4.3.1 Requirements for equipment

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

C3.4.3.2 Equipment provided by the Employer

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

C3.4.4 Existing services

C3.4.4.1 Location of services

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

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

C3.4.4.2 Treatment of existing services

As per the Engineer's Instructions.

C3.4.4.3 Use of detection equipment for the location of underground services

Equipment to be used at the direction of the Engineer

C3.4.4.4 Damage to services

All services damaged by the Contractor shall be reported directly to relevant institution and will be rectified with immediate effect. No separate payment will be made to the Contractor for services damaged and repaired by him/her.

C3.4.4.5 Reinstatement of services and structures damaged during construction

The Engineer will determine the requirements and reinstatement procedures for the notification and repair of damage to services, penalties applicable to the damage of services.

C3.4.5 Site establishment

C3.4.5.1 Services and facilities provided by the employer

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

C3.4.5.2 Facilities provided by the contractor

C3.4.5.2.1 Contractor's Camp site

Due to the nature of this project, it is not a requirement for a site camp. If the contractor will require a site camp it will be for his own cost and the contractor shall comply to the conditions as set below.

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

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

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

C3.4.5.2.2 Water Supply

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

C3.4.5.2.3 Power Supply

The Contractor shall make his own arrangements.

C3.4.5.2.4 Ablution Facilities

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

C3.4.5.2.5 Cellular Telephone

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

C3.4.5.2.6 Site Facilities required by the Engineer

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

C3.4.5.3 Storage and laboratory facilities

The Engineer will order the Contractor to provide as needed.

C3.4.5.4 Other facilities and services

None.

C3.4.5.5 Vehicles and equipment

The Engineer will order the Contractor to provide as needed.

C3.4.5.6 Advertising rights

Not applicable.

C3.4.5.7 Notice boards

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

C3.4.6 Site usage

Not applicable.

C3.4.7 Permits and way leaves

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

C3.4.8 Alterations, additions, extensions and modifications to existing works

To be carried out with the instruction from the Engineer.

C3.4.9 Inspection of adjoining properties

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

C3.4.10 Water for construction purposes

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

Contract: RTD05 2022/23: TENDER FOR THE CONSTRUCTION OF TRAFFIC CALMING AND PEDESTRIAN SAFETY MEASURES, AS AND WHEN REQUIRED FOR A 3-YEAR TERM

Part C3: Scope of Work

C3.4.11 Survey control and setting out of the works

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

C3.5 MANAGEMENT

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C3.5.1 Management of the works

C3.5.1.1 Applicable SANS 1921 standards

Will be specified per work package

C3.5.1.2 Particular / generic specifications

C3.5.1.2.1 Corrections and amendments to the Standard Specifications

CLAUSE / ITEM

CORRECTION

Series 6: Roads and Parking Areas

Section 602: Crushed-stone Pavement Layers

08 MEASUREMENT AND PAYMENT

Item

601.06	Extra over Item 601.02 for borrow material from sources to be supplied by the Contractor	Replace item numbers with:
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614.02.01	(Layer and type material indicated)	<i>601.06.01</i>
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614.02.02	Etc. for other layers and type of material	<i>601.06.02</i>
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602.02	Crushed-stone subbase constructed with material from	
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602.02.01	Commercial sources	Replace item description with:
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602.02.01.02	G2 material compacted to 100% of apparent density	<i>G2 material compacted to 100% of modified AASHTO density</i>
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C3.5.1.2.2 Variations and Additions to the Standard Specifications

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

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

SERIES 0: GENERAL

SECTION 001: GENERAL REQUIREMENTS AND CHARGES

31 MEASUREMENT AND PAYMENT

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

Replace pay items 001.04 with the following:

Item		Unit
B001.04.01	Provision of a Health and Safety Plan	per work order (pwo)

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

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

Item		Unit
B001.04.01.01	Provision of a site specific Safety Plan, and Risk assessment as requested/instructed by the Employer agent/engineer for items where no provision has been made in the payment specifications.	No (number)

The measurement will be per site and shall include full compensation for the provision and maintenance of a safety plan, risk assessment for the specific site as requested/instructed by the Employer Agent/Engineer for items where no provision has been made in the payment specifications.

No work can commence until the Plan has been approved by the Health and Safety agent.

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

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

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

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

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

The monthly payment shall include full compensation for the provision of a competent and experienced safety officer, part-time or full-time as the case may be, for the duration of the construction work.

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

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

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

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

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

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

Item		Unit
B001.06.01	Relocation and or repair of services and structures.	provisional sum (prov sum)

The unit of measurement shall be as measured and determined and agreed by the Employer's Agent and contractor on site as and when the need arises.

The measurement for payments will be for the execution of the works including all labour equipment materials excavation backfilling and cleaning as may be determined. The Contractor will be allowed to charge a percentage payment on the provisional sum as commission for his supervision and Assistance in executing the works.

Item		Unit
B001.06.02	Percentage charge on Provisional Sum	%

The Contractor will be allowed to charge a percentage payment on the provisional sum as commission for his supervision and Assistance in executing the works not Exceeding 7.5% of the value of the Provisional Sum.

SERIES 1: ANCILLARY WORK

SECTION 105: FENCING

15 MEASUREMENT AND PAYMENT

Add the following pay items

Item		Unit
B105.10	Supply and install galvanized posts:	no (number)

The unit of measurement shall be the number of posts erected in accordance with the maximum specified spacing or such lesser spacing as authorized by the Employer's Agent.

The tendered rates shall include full compensation for all excavations, for providing all materials including concrete, binding wire, straining wire, bolts, washers and nuts, for the drilling of holes for posts, and for the complete erection of the fence as specified and as shown on the Drawings. The tendered rate for posts shall make provision for the construction of the stays of the types shown on the Drawings.

Item		Unit
B105.11	Supply and install "Y" Standards:	no (number)

The unit of measurement shall be the number of posts erected in accordance with the maximum specified spacing or such lesser spacing as authorized by the Employer's Agent.

The tendered rates shall include full compensation for all excavations, for providing all materials including concrete, binding wire, straining wire, bolts, washers and nuts, for the drilling of holes for "Y" standards, and for the complete erection of the fence as specified and as shown on the Drawings.

Item		Unit
B105.13	Supply and install barbed tape concertinas	m (metre)

The unit of measurement shall be the metre of each barbed tape concertinas measured between end posts. Binding wire and wire used for the bracing and anchoring of posts shall not be measured for payment.

The tendered rates shall include all costs for the installation of barbed tape concertinas measured between end posts, including binding wire and wire used for the bracing and anchoring of posts.

Item		Unit
B105.14	Supply and install razor mesh: Aperture size 150mm x 300mm	m ² (square metre)

The unit of measurement shall be the square metre of razor mesh and the quantity shall be calculated on the prescribed height and the length between straining posts or gate posts, or the length of strips for covering openings under fences, or the length used for the covering of gates.

The tendered rates shall include all costs for installation of razor mesh and the quantity shall be calculated on the prescribed height and the length between straining posts or gate posts, or the length of strips for covering openings under fences, or the length used for the covering of gates.

Item		Unit
B105.15	Supply and install angle iron picket fencing. 25 x 25 x 3mm (angle iron vertical bars @ 150mm c/c and 38 x 50 x 5mm 3 x angle iron horizontal bars):	m (metre)

The unit of measurement shall be the metre of angle iron picket fencing installed as according to drawing STD014 (sheet 2 of 3).

The tendered rates shall include full compensation for all excavations, for providing all materials including concrete, binding wire, straining wire, bolts, washers and nuts, for the drilling of holes for posts, and for the complete erection of the fence as specified and as according to drawing STD014 (sheet 2 of 3).

Item		Unit
B105.16.02	Charge on prime cost sum (maximum 10%)*.	pc sum (prime cost sum)

The unit of measurement shall be the percentage (not exceeding 10%) as added onto the accepted quote and invoice.

The tendered rates shall include full compensation for the supply and installation any unspecified item for installation of fences.

SECTION B107 : DAYWORKS

01 SCOPE
02 GENERAL
03 MEASUREMENT AND PAYMENT

01 SCOPE

This section covers the listing of Dayworks items in accordance with Conditions of Contract Clause 6.5, for the use in determining payment for work which cannot be quantified in specific units in the schedule of quantities, or work ordered by the Employer's Agent during construction period which was not foreseen at bid stage and for which applicable rate exist in the schedule of quantities.

02 GENERAL

No Dayworks shall be undertaken unless written authorization has been obtained from the Employer's Agent.

03 MEASUREMENT AND PAYMENT

Item		Unit
B107.01	Labour during normal working hours	
B107.01.01	Unskilled labour	hour (h)
B107.01.02	Semi-skilled labour	hour (h)
B107.01.03	Skilled labour	hour (h)
B107.02	Extra-over item B107.01 for charges and overheads	
B107.02.01	Unskilled labour	percentage (%)
B107.02.02	Semi-skilled labour	percentage (%)
B107.02.03	Skilled labour	percentage (%)
B107.03	Construction Equipment	
B107.03.01	(Equipment type size / capacity indicated)	per day (day)
B107.04	Transport of Construction Equipment	
B107.04.01	(Transport type size / capacity indicated)	kilometre (km)

The Contractor is also referred to Clause 6.5 of the Conditions of Contract regarding Dayworks.

Personnel during normal working hours

The unit rate for item B107.01 shall be the hour for the labourer. The labour charges to be reimbursed under the Dayworks item B107.01 in the Schedule of Quantities shall be the actual amount of wages paid to labourers, (but no foreman), employed on Dayworks with the authorisation of the Employer's Agent. The labour charges will be paid only for the time that the workmen are actually so employed on Dayworks.

Leave pay, bonuses, subsistence, allowances, employer's contribution to medical schemes and provident funds and the like shall not be included in the above-mentioned labour charges, but will be deemed to be covered by the percentage rate tendered by the Contractor against item B107.02 scheduled for this purpose under Dayworks in the Schedule of Quantities.

The unit rate for item B107.02 shall be the percentage extra over for the labourer. This percentage rate shall also be deemed to allow for the use of small tools, supervision, insurances, overhead expenses, transport of workmen, housing and feeding (if the liability of the contractor), profit and any other expenses in connection with workmen employed on Dayworks and shall also include for everything else covered under the allowance as stated in Clause 6.5 of the Conditions of Contract.

Construction Equipment

The unit rate for item B107.03 shall be the day for the equipment. The rates tendered for the hire of equipment shall be applicable only to equipment that the Contractor has on the site and shall be total all-inclusive unit prices which shall include, inter alia for all fuel and lubricants; for the wages of operators, equipment and everything else necessary; for all depreciation, maintenance and repair costs; for overhead expenses, profit and for everything in accordance with Clause 6.5 of the General Conditions of Contract.

The rates shall be paid only for the time that the equipment is actually working on the Dayworks as authorised by the Employer's Agent.

Transport of Construction Equipment

The unit rate for item B107.04 shall be for the kilometre distance that the vehicle travelled for transporting equipment. The billed rate for item B107.04 shall include full compensation for the cost of the vehicle including fuel, maintenance, depreciation and running costs and all costs related to the loading and unloading of the equipment onto and off the vehicle.

SERIES 6: ROADS AND PARKING AREAS

SECTION 609: SEGMENTED PAVING

07 MEASUREMENT AND PAYMENT

Replace the following pay items with

Item		Unit
B609.06	Construction of pedestrian ramps for the disabled	m ² (metre)

The unit of measurement shall be the square meter (m²) of Tactile blocks required for the pedestrian ramps constructed complete as specified on the Drawings.

The tendered rate shall include full compensation for the procuring, furnishing and installation of all the items required for a complete pedestrian ramp, excavation, backfilling, compaction, bedding, formwork, concrete, tactile blocks, joints and the disposal of excavated surplus material.

SECTION 611: GUARDRAILS

06 MEASUREMENT AND PAYMENT

Add the following pay items

Item		Unit
B611.10	Installation of new galvanized double rail guardrails on 2,4m timber posts	m (metre)

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

The tendered rates shall include full compensation for furnishing all equipment, materials and labour, for erecting the double guardrails as per Employer's Agent's drawings complete with posts, spacer blocks, bolts, nuts, washers and reinforcing plates, for excavating and backfilling post holes, for providing and mixing cement with the backfill material and for removing surplus excavated material.

Item		Unit
B611.11	Extra Over (E/O) for installation of timber posts in hard material	no (number)

The unit of measurement shall be the number of timber posts erected in hard material.

The tendered rates shall include full compensation for supplying, excavating, backfilling and erecting timber posts in hard material.

Item		Unit
B611.12	Removal and reinstatement of concrete	m ³ (cubic metre)

The unit of measurement shall be for the cubic metre of concrete reinstated.

The tendered rates shall include all costs for the removal and reinstatement of concrete for the erection of guardrails as required by the Employer's Agent.

Item		Unit
B611.13	Removal and reinstatement of any paving brick	m ² (square metre)

The unit of measurement shall be for the square metre of paving brick reinstated.

The tendered rates shall include all costs for the removal and reinstatement of paving brick for the erection of guardrails as required by the Employer's Agent.

Item		Unit
B611.14	Removal and reinstatement of asphalt	m ³ (cubic metre)

The unit of measurement shall be for the cubic metre of asphalt reinstated.

The tendered rates shall include all costs for the removal and reinstatement of asphalt for the erection of guardrails as required by the Employer's Agent.

SECTION 612: TRAFFIC SIGNS

09 MEASUREMENT AND PAYMENT

Add the following pay items

Item		Unit
B612.07.01	Supply and Installation of Permanent Sign Support	m (metre)

The unit of measurement for sign supporting structures shall be the metre of each type and diameter post used. Bolts and other accessories shall not be measured separately and their cost shall be deemed to be included in the rates tendered for structural steel.

The tendered rates for sign supports shall include full compensation for the manufacture and erection of the supporting structures, including all bolts, screws, rivets, welding and accessories.

Item		Unit
B612.07.01.08	Supply and welding of 200mm x 200mm galvanized base plate to pole where requested by Employer's Agent	no (number)

The unit of measurement shall be the number of galvanised base plates installed.

The tendered rates shall include full compensation for the supply and welding of base plates as requested by the Employer's Agent.

Item		Unit
B612.07.01.09	E/O for the installation of poles in 20 MPa concrete footing where instructed by Employer's Agent	m ³ (cubic metre)

The unit of measurement shall be for the cubic metre of concrete footing installed.

The tendered rates shall include all costs for the installation of 20 MPa concrete footing where instructed by the Employer's Agent.

Item		Unit
B612.07.01.10	E/O for the installation of pole in hard material	m ³ (cubic metre)

The unit of measurement shall be the number of timber posts erected in hard material.

The tendered rates shall include full compensation for supplying, excavating, backfilling and erecting sign poles in hard material.

Item		Unit
B612.07.02.01	Dismantling of traffic signs	m ² (square metre)

The unit of measurement shall be the square metre of traffic sign surface area dismantled, transported and stored as requested by the Employer's Agent.

The tendered rates shall include full compensation for the dismantling, transporting and storage of traffic signs at new site requested by the Employer's Agent.

Item		Unit
B612.07.02.02	Dismantling of traffic sign poles	m (metre)

The unit of measurement shall be the metre of traffic sign surface pole dismantled, transported and stored as requested by the Employer's Agent.

The tendered rates shall include full compensation for the dismantling, transporting and storage of traffic sign poles at a new site as requested by the Employer's Agent.

Item		Unit
B612.07.02.03	Dismantling of break-away footing	no (number)

The unit of measurement shall be the number of break-away footings dismantled, transported and stored as requested by the Employer's Agent.

The tendered rates shall include full compensation for the dismantling, transporting and storage of break-away footings at a new site as requested by the Employer's Agent.

Item		Unit
B612.07.02.04	Removal and reinstatement of any paving bricks	m ² (square metre)

The unit of measurement shall be for the square metre of paving brick reinstated.

The tendered rates shall include all costs for the removal and reinstatement of paving brick for the dismantling of traffic signs as required by the Employer's Agent.

Item		Unit
B611.12	Removal and reinstatement of concrete	m ³ (cubic metre)

The unit of measurement shall be for the cubic metre of concrete reinstated.

The tendered rates shall include all costs for the removal and reinstatement of concrete for the dismantling of traffic signs as required by the Employer's Agent.

Item		Unit
B611.14	Removal and reinstatement of asphalt	m ³ (cubic metre)

The unit of measurement shall be for the cubic metre of asphalt reinstated.

The tendered rates shall include all costs for the removal and reinstatement of asphalt for the dismantling of traffic signs as required by the Employer's Agent.

Item		Unit
B612.07.03	Supply and installation of traffic sign boards	m ² (square metre)

The unit of measurement shall be the square metre of completed traffic-sign surface area.

The tendered rates shall include full compensation for the provision of the completed sign board, frame and fixing brackets, including painting, galvanizing if specified, reflective lettering, symbols, legend and border, attaching the traffic-sign board to the sign support, and for all other materials and workmanship, brackets, bolts, nuts, etc, for the completion of the sign-board faces as requested by the Employer's Agent.

For payment purposes a distinction shall be made between traffic-sign boards made from the various materials specified.

Item		Unit
B612.07.07	Supply and installation of durable collapsible PVC delineators complete with heavy duty base.	no (number)

The unit of measurement shall be the number of PVC delineators complete with heavy duty base installed.

The tendered rates shall include full compensation for the supply and installation of PVC delineators complete with heavy duty base.

Item		Unit
B612.07.08	Supply and installation of PVC “water filled” type barriers (1,8m x 1m high) manufactured from a durable UV stabilized polyethylene	no (number)

The unit of measurement shall be the number of PVC “water filled” type barriers installed.

The tendered rates shall include full compensation for the supply and installation of PVC “water filled” type barriers (1,8m x 1m high) as requested by the Employer’s Agent.

SECTION 613: TRAFFIC MARKINGS

14 MEASUREMENT AND PAYMENT

Add the following pay items

Item		Unit
B613.07.01	Painting of 1,2 mm thick - Thermoplastic	m (metre)

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

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

Item		Unit
B613.07.02	Painting of retro-reflective road marking waterborne paint	m (metre)

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

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

Item		Unit
B613.07.03	Painting of 2mm thick thermoplastic	m ² (square metre)

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

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

Item		Unit
B613.07.04	Painting of kerb markings in retro-reflective road marking waterborne paint	m ² (square metre)

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

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

Item		Unit
B613.07.05.01	Removal of road marking 2 mm thickness or less by means of sandblasting, water-blasting or any other approved method	m ² (square metre)

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

The tendered rate per square metre for the removal of road markings shall include full compensation for procuring and furnishing all materials, for the necessary equipment, and protecting and maintenance as specified.

Item		Unit
B613.07.05.02	Removal of road marking greater than 2 mm thickness by means of sandblasting, water-blasting or any other approved method	m ² (square metre)

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

The tendered rate per square metre for the removal of road markings shall include full compensation for procuring and furnishing all materials, for the necessary equipment, and protecting and maintenance as specified.

Item		Unit
B613.07.05.03	Removal of standard roadstuds (flat base type)	no (number)

The unit of measurement for the removal of standard road studs shall be the number of road studs removed.

The tendered rate shall include full compensation for procuring and furnishing all the necessary material, labour and equipment for the removal of road studs as specified.

Item		Unit
B613.07.05.04	Removal of bedded roadstuds (amourelights or similar - core drill bedded type) and filling of cap with suitable bitumen filler.	no (number)

The unit of measurement for the removal of bedded road studs shall be the number of road studs removed.

The tendered rate shall include full compensation for procuring and furnishing all the necessary material, labour, equipment and bitumen filler for the removal of bedded road studs as specified.

Item		Unit
B613.07.05.09	Pre-marking for machine application new lines with colour to match marking colour.	m (metre)

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

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

Item		Unit
B613.07.05.10	Pre-marking for symbols, words, etc new hand application with colour to match marking colour.	m ² (square metre)

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

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

SECTION B615: BOLLARDS

01 MEASUREMENT AND PAYMENT

Add the following pay items

Item		Unit
B615.01	Removal of any bollard	no (number)

The unit of measurement shall be the number of bollards removed.

The tendered rates shall include full compensation for removal of bollards including excavating and backfilling.

Item		Unit
B615.02	Installation of any bollard supplied by CoT	no (number)

The unit of measurement shall be the number of bollards installed.

The tendered rates shall include full compensation for installation of bollards supplied by the CoT including furnishing all equipment, materials and labour, excavating and backfilling of bollard holes, removing surplus excavated material and for the transportation and collection of bollards to site.

Item		Unit
B615.03	Supply and installation of bollards	no (number)

The unit of measurement shall be the number of bollards installed.

The tendered rates shall include full compensation for the supply and installation of bollards including furnishing all equipment, materials and labour, excavating and backfilling of bollard holes, and for removing surplus excavated material.

Item		Unit
B615.03.08	E/O for installation of bollards in hard material	no (number)

The unit of measurement shall be the number of bollards erected in hard material.

The tendered rates shall include full compensation for supplying, excavating, backfilling and erecting bollards in hard material.

Item		Unit
B615.04.01	Removal of concrete	m ³ (cubic metre)

The unit of measurement shall be for the cubic metre of concrete removed.

The tendered rates shall include all costs for the removal of concrete for the installation of bollards as required by the Employer's Agent.

Item		Unit
B615.04.02	Removal of any paving brick	m ² (square metre)

The unit of measurement shall be for the square metre of paving brick removed.

The tendered rates shall include all costs for the removal of paving brick for the installation of bollards as required by the Employer's Agent.

Item		Unit
B615.04.03	Removal of asphalt	m ³ (cubic metre)

The unit of measurement shall be for the cubic metre of asphalt removed.

The tendered rates shall include all costs for the removal of asphalt for the installation of bollards as required by the Employer's Agent.

Item		Unit
B615.04.04	Reinstate concrete	m ³ (cubic metre)

The unit of measurement shall be for the cubic metre of concrete reinstated.

The tendered rates shall include all costs for the reinstatement of concrete used for the installation of bollards as required by the Employer's Agent.

Item		Unit
B615.04.05	Reinstate any paving brick	m ² (square metre)

The unit of measurement shall be for the square metre of paving brick reinstated.

The tendered rates shall include all costs for the reinstatement of paving brick used for the installation of bollards as required by the Employer's Agent.

Item		Unit
B615.04.06	Reinstate asphalt	m ³ (cubic metre)

The unit of measurement shall be for the cubic metre of asphalt reinstated.

The tendered rates shall include all costs for the reinstatement of asphalt used for the installation of bollards as required by the Employer's Agent.

SECTION B616: BALUSTRADES

01 MEASUREMENT AND PAYMENT

Add the following pay items

Item		Unit
B616.01	Removal of any size steel stanchions	no (number)

The unit of measurement shall be the number of steel stanchions removed as required by the Employer's Agent.

The tendered rates shall include full compensation for the removal of steel stanchions including excavating and backfilling.

Item		Unit
B616.02	Removal of steel handrailing	m (metre)

The unit of measurement shall be the metre of steel handrailing removed as required by the Employer's Agent.

The tendered rates shall include full compensation for the removal of steel handrailing.

Item		Unit
B616.03	Installation of hollow tube galvanized stanchions ≤ 50mm Ø and 2mm wall thickness	no (number)

The unit of measurement shall be the number of hollow tube galvanized stanchions erected as required by the Employer's Agent.

The tendered rates shall include full compensation for the complete erection the stanchions as specified and as shown on the drawings.

Item		Unit
B616.04	Installation of galvanised hollow tube handrailing	m (metre)

The unit of measurement shall be the metre of galvanised hollow tube handrailing installed as required by the Employer's Agent.

The tendered rates shall include full compensation for the installation of galvanised hollow tube handrailing as shown on the drawings.

Item		Unit
B616.05	Removal of timber balustrades	m (metre)

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

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

Item		Unit
B616.06	Installation of timber balustrades supplied by CoT	no (number)

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

The tendered rates shall include full compensation for furnishing all equipment, materials and labour, for erecting the timber balustrades supplied by the CoT including the excavating and backfilling post holes, for providing and mixing cement with the backfill material and for removing surplus excavated material.

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

The unit of measurement shall be the linear metre as measured between posts of timber balustrades erected.

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

Item		Unit
B616.07	Supply and Installation of timber balustrades posts	no (number)

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

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

Item		Unit
B616.08	Supply and Installation of timber balustrade horizontal element	m (metre)

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

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

SECTION B617: ASPHALT SPEED HUMP WORK PACKAGE

01 MEASUREMENT AND PAYMENT

Add the following pay items

Item		Unit
B617.01	Construction of asphalt speed hump work package as per road width	no (number)

The unit of measurement shall be the number of asphalt speed hump work packages completed.

The tendered rates shall include full compensation for the completion of asphalt speed hump work packages as per drawing STD016 (1 of 7) of the City of Tshwane's Standard Construction Details including all costs for the construction of speed humps, including site establishment, asphalt works, traffic signs, road markings, road studs, traffic accommodation, sandblasting, removal of redundant signs and delivery of redundant signs to the depot as specified by the engineer. The asphalt speed humps work packages are based on the paved road width measured from edge of surfacing to edge of surfacing. The provision of a site specific Safety plan in terms of the HIRA document must be provided and maintained for the site.

SECTION B618: ASPHALT RAISED PEDESTRIAN CROSSING WORK PACKAGE

01 MEASUREMENT AND PAYMENT

Add the following pay items

Item		Unit
B618.01	Asphalt raised pedestrian crossing work package as per road width	no (number)

The unit of measurement shall be the number of asphalt raised pedestrian crossing work packages completed.

The tendered rates shall include full compensation for the completion of asphalt raised pedestrian crossing work packages as per drawing STD016 (2 of 7) of the City of Tshwane's Standard Construction Details including all costs for the construction of raised pedestrian crossings, including site establishment, asphalt works, traffic signs, road markings, road studs, traffic accommodation sandblasting, removal of redundant signs and delivery of redundant signs to the depot as specified by the engineer. The asphalt speed humps work packages are based on the paved road width measured from edge of surfacing to edge of surfacing. The provision of a site specific Safety plan in terms of the HIRA document must be provided and maintained for the site.

B618.02	Asphalt raised pedestrian crossing work package as per road width at traffic circles.	no (number)
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The unit of measurement shall be the number of asphalt raised pedestrian crossing work packages completed.

The tendered rates shall include full compensation for the completion of asphalt raised pedestrian crossing work packages as per drawing STD016 (2 of 7) of the City of Tshwane's Standard Construction Details including all costs for the construction of raised pedestrian crossings, including site establishment, asphalt works, traffic signs, **excluding one W332 and one W306 sign**, road markings **excluding one set of warning arrow and symbol markings**, road studs, traffic accommodation, sandblasting, removal of redundant signs and delivery of redundant signs to the depot as specified by the engineer. The asphalt speed humps work packages are based on the paved road width measured from edge of surfacing to edge of surfacing. The provision of a site specific Safety plan in terms of the HIRA document must be provided and maintained for the site.

SECTION B619: ASPHALT TRAFFIC CIRCLE WORK PACKAGE

01 MEASUREMENT AND PAYMENT

Add the following pay items

Item		Unit
B619.01	Construction of three-legged traffic circle work package as per raised circle diameter	no (number)

The unit of measurement shall be the number of asphalt three-legged traffic circle work packages completed.

The tendered rates shall include full compensation for the completion of asphalt three-legged traffic circle work packages as per drawing STD016 (3 of 7) of the City of Tshwane's Standard Construction Details including all costs for the construction of traffic circles, including site establishment, asphalt works, traffic signs, road markings, road studs, traffic accommodation, sandblasting, removal of redundant signs and delivery of redundant signs to the depot as specified by the engineer. The tendered rates to also include, either; one (1) speed hump or one (1) raised pedestrian crossing as per standard drawings. The asphalt traffic circle work packages are based on the raised circle diameter measured from edge of raised surfacing to edge of raised surfacing. The provision of a site specific Safety plan in terms of the HIRA document must be provided and maintained for the site.

Item		Unit
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B619.02 Construction of four-legged traffic circle work package as per raised circle diameter no (number)

The unit of measurement shall be the number of asphalt four-legged traffic circle work packages completed.

The tendered rates shall include full compensation for the completion of asphalt four-legged traffic circle work packages as per drawing STD016 (4 of 7) of the City of Tshwane's Standard Construction Details including all costs for the construction of traffic circles, including site establishment, asphalt works, traffic signs, road markings, road studs, traffic accommodation, sandblasting, removal of redundant signs and delivery of redundant signs to the depot as specified by the engineer. The asphalt traffic circle work packages are based on the raised circle diameter measured from edge of raised surfacing to edge of raised surfacing. The provision of a site specific Safety plan in terms of the HIRA document must be provided and maintained for the site.

SECTION B620: SEGMENTED PAVING TRAFFIC CIRCLE WORK PACKAGE

01 MEASUREMENT AND PAYMENT

Add the following pay items

Item		Unit
B620.01	Construction of three-legged traffic circle work package as per raised circle diameter	no (number)

The unit of measurement shall be the number of segmented paving three-legged traffic circle work packages completed.

The tendered rates shall include full compensation for the completion of segmented paving three-legged traffic circle work packages as per drawing STD016 (3 of 7) of the City of Tshwane's Standard Construction Details including all costs for the construction of traffic circles, including site establishment, asphalt works, traffic signs, road markings, road studs, traffic accommodation, sandblasting, removal of redundant signs and delivery of redundant signs to the depot as specified by the engineer. The tendered rates to also include, either; one (1) speed hump or one (1) raised pedestrian crossing as per standard drawings. The segmented paving traffic circle work packages are based on the raised circle diameter measured from edge of kerb to edge of kerb. The provision of a site specific Safety plan in terms of the HIRA document must be provided and maintained for the site.

Item		Unit
B620.02	Construction of four-legged traffic circle work package as per raised circle diameter	no (number)

The unit of measurement shall be the number of segmented paving four-legged traffic circle work packages completed.

The tendered rates shall include full compensation for the completion of segmented paving four-legged traffic circle work packages as per drawing STD016 (4 of 7) of the City of Tshwane's Standard Construction Details including all costs for the construction of traffic circles, including site establishment, asphalt works, traffic signs, road markings, road studs, traffic accommodation, sandblasting, removal of redundant signs and delivery of redundant signs to the depot as specified by the engineer. The segmented paving traffic circle work packages are based on the raised circle diameter

measured from edge of kerb to edge of kerb. The provision of a site specific Safety plan in terms of the HIRA document must be provided and maintained for the site.

C3.5.1.3 Planning and Programming

The Contractor shall submit within the period stated in the Contract Data a suitable and realistic construction programme for the consideration of the Engineer. This shall be done individually for each of the work packages identified within the limits of this tender.

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

- A work breakdown structure, identifying the major activity groups.
- For each activity group further details shall be provided with regard to the scheduled start and end dates of individual activities.
- The linkages between activities shall be clearly indicated and the logical network upon which the programme is based shall be separately submitted to the engineer if requested. Any constraints shall be classified as being time-related or resource-related.
- The critical path(s) shall be clearly indicated and floats on non-critical activities shall be shown.
- The Contractor shall indicate the working hours per day, night, week and month allowed for in the programme.
- Where relevant the Contractor shall state the production rates for key activities, e.g. earthworks, etc.
- The dates when, in order to construct the Works in accordance with his programme, the Contractor will need materials and other things to be provided by the Employer.
- For each activity, a statement of how the Contractor plans to do the work identifying the principal equipment and other resources which he plans to use.
- The execution of the work must be programmed in such a manner as to limit disruption to passing traffic and residents to a minimum.

Together with the programme as detailed above the Contractor shall submit to the Engineer a cash flow projection, indicating projected monthly invoice amounts. This have to be done for each of the work packages identified within the limits of the tender. The cash flow projection shall be updated at monthly intervals to reflect actual payments to date and anticipated further payments.

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

If the programme has to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure practical completion of the Works within the time for practical completion as defined in Clause 5.12 of the General Conditions of Contract or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant on site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit the programme or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided in Clause 9.2 of the General Conditions of Contract.

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

right of the Engineer to instruct the Contractor to vary the programme if required by circumstances. The Contractor is also referred to Clause 5.6 of the General Conditions of Contract when drawing up his programme.

C3.5.1.4 Sequence of the works

The sequence of the works will be work package specific and will be evaluated by the Engineer as such.

C3.5.1.5 Software application for programming

Any software used for planning and programming must be fully compatible with Windows 10 operating system and Microsoft Project 2013.

C3.5.1.6 Methods and procedures

The methods and procedures of the works will be work package specific and will be provide by the Engineer as such.

C3.5.1.7 Quality plans and control

The quality plan and control of the works will be work package specific and will be provide by the Engineer as such.

C3.5.1.12 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site of the works and record the daily rainfall figures in the site diary. The site diary shall be handed to the Employer's representative for his signature no later than 10 days after rain that is considered to justify an extension of time occurs.

Extension of time due to abnormal rainfall shall be determined by means of Method 1, where rainfall records and/or values derived from rainfall records are supplied in the Scope of Work, otherwise Method 2 shall apply. Method 1 and 2 are defined and described in the Contract Data.

In the case where Method 2 applies the following is applicable:

- Extension of time resulting from abnormal rainfall or other forms of inclement weather for items on the critical path of the programme shall be calculated according to the requirements of Method 2 (Critical-path method). The value of "n" working days per calendar month as specified in this clause shall be two (2) working days. If no abnormal rainfall or other inclement weather periods occur during a specific calendar month (or months), the n-values as specified shall not be taken as accumulating over the contract period. If the n-days allowed for in the programme of work are not taken up by standing time due to abnormal rainfall or inclement weather conditions, they will fall away and will not be considered in extension of time claims which may arise later during the contract period.
- A working day, or portion thereof, shall be considered as lost when the engineer agrees that no work could have been undertaken on any item falling within the critical path. The contract extension of time arising from inclement weather shall be agreed upon between the engineer's and the contractor's representatives. The days upon shall be recorded in the minutes of the monthly site meetings.

Extension of time due to abnormal rainfall for the purposes of this contract shall be determined by means of Method 1. The rainfall records at Rainfall Station, Pretoria University Proefplaas 05134651 for the period 1960 to 2004 reproduced in the accompanying table and the monthly averages, Rn and Nn, for this period, shall for the purpose of this Contract be taken as normal rainfall.

MONTH	Rn	Nn	MONTH	Rn	Nn
January	118.6	3.7	July	2.2	0.0
February	89.6	2.7	August	5.0	0.1
March	86.0	2.6	September	18.2	0.6
April	50.4	1.5	October	71.3	2.2
May	14.0	0.4	November	103.4	3.9
June	7.3	0.2	December	115.5	4.0
			TOTAL	696.7	22.3

Records of rain days will be recorded in the minutes of the monthly site meeting.

C3.5.1.13 Format of communications

The Engineer will set standards specific to the work package for communications.

C3.5.1.14 Key personnel

A schedule of key personnel / schedule of contact particulars of key personnel will be requested by the Engineer with the commencement of a specific work package.

C3.5.1.15 Management meetings

C3.5.1.15.1 Community participation

Community participation consists of engagement of Project Steering Committees (PSC). A PSC will be established for the town by the Ward Councillor, should it be required. The functions of the PSC will be to:

- Assist in monitoring the work package.
- Ensure that the community provide assistance to the contractor to ensure that he can execute the contract in accordance with the specifications and within time.
- Encourage the community to participate in the Labour Intensive construction.
- Identify skills, skilled personnel and suppliers in the towns.

The PSC will not have the power to:

- Give any instructions to the contractor, except through the engineer.
- Become involved in the daily operations of the contractor or interfere with the contract works.

A monthly meeting will be held with the PSC to discuss relevant matters. The site agent and resident engineer will attend the meetings. The contractor will have to report on progress, deviations from the programme, financial matters community related aspects, general problems and co-operation at the meeting. The PSC members will not receive any remuneration for attending, and they must provide their own transport.

C3.5.1.16 Forms of contract administration

Contract administration pro-formas will be as provided by the Engineer on a specific work package.

C3.5.1.17 Electronic payments

Will be as per City of Tshwane's standards.

C3.5.1.18 Daily records

The requirements for daily records of resources (people and equipment employed) / site diaries in respect of work performed on the site and where such documents are to be held will be set for each work package individually.

C3.5.1.19 Bonds and guarantees

Will be specified in the letter of appointment.

C3.5.1.20 Payment certificates

Will be carried out as per General Conditions of Contract for Construction Works, Third Edition (2015).

C3.5.1.21 Permits

Not applicable.

C3.5.1.22 Proof of compliance with law

Not applicable.

C3.5.1.23 Insurance provided by the employer

A copy of the policy and the list of excesses may be obtained from

Contractors All Risk and Liability Insurance:
Mrs Morongwa Mokoena

Tel: 012 358 1126

E-Mail: morongwam@tshwane.gov.za

Tshwane House
320 Madiba Street
Pretoria

C3.5.2 Environment

See Annexure 3.5.A: Environmental Specification

C3.5.3 Health and safety

See Annexure 3.5.B: Health and Safety Specification

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1. INTRODUCTION

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

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

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

2. POLICY STATEMENT

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

3. OBJECTIVES OF EMP

The EMP has the following goals:

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

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

4. DESIGNATED ENVIRONMENTAL OFFICER

For the purpose of the EMP, a nominated representative of the Contractor should be the designated environmental officer for the work package. The nominated representative of the Contractor will therefore be responsible for ensuring that the provisions of the EMP are complied with. The Employer's Agent will be responsible for issuing instructions to the Contractor where environmental considerations call for action to be taken. The environmental officer will submit monthly reports to the Employer's Agent on site who will verify the information.

5. LEGAL REQUIREMENTS

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

6. MITIGATION MEASURES

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

6.1 Establishment of site offices

6.1.1 Site Plan

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

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

6.1.2 Vegetation

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

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

6.1.3 Rehabilitation

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

6.1.4 Water for human consumption

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

6.2 Sewage treatment

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

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

Read with Sections 104 of the Specifications.

6.3 Waste management

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

6.3.1 Litter

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

6.3.2 Removal of solid waste

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

6.3.3 Hazardous waste

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

6.4 Soil management

6.4.1 Topsoil

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

6.4.2 Borrow material

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

6.5 Discovery of archaeology sites, artefacts or graves

6.5.1 Archaeology sites

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

6.5.2 Graves

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

6.6 Stockpiled material

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

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

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

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

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

Read with Section 203 of the Specifications.

6.7 Fuel, diesel and other hazardous materials

6.7.1 Hazardous Materials

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

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

6.7.2 Fuel

Should any fuel storage tank be required on site, the Contractor shall ensure that he has complied with the necessary legal requirements for the erection of such tanks. Leakage must be avoided. The fuel and diesel areas should be bonded to accommodate any spillage or overflow from these activities.

6.7.3 Oil, grease

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

6.7.4 Cooking oil

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

6.7.5 Spillages

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

6.8 General conditions

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

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

7. MEASUREMENT AND PAYMENT

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

TABLE 1 SUMMARY OF MITIGATION MEASURES

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
Establishment of site offices	Siting of offices	Preferred areas would be flat areas along the route. Avoid steep areas as soil erosion could increase. Avoid water courses	001 002.02.01
	Site Plan	Contractor will provide Employer's Agent detail of layout of site facilities within two weeks of moving to the site i.e. chemical toilets, the demarcation of areas for stockpiling of materials, storage of hazardous materials and the provision of containers. The offices shall be fenced. The site plan will be submitted before the site hand over meeting.	001 002
Site rehabilitation	Clean-up	All construction material is to be removed from the site on completion of the contract.	001 002 104
Vegetation	On site	Vegetation planted on the site should be indigenous. Only trees directly affected by works as indicated in writing by Engineer, shall be sawn off/removed	104
	Weeds	Clearance of weeds must be done by hand before seeding.	104
	Grass cover	The grass cover surrounding the construction site is to be left as intact as possible or restored to its original condition.	104

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
Water	Available for human consumption	Water for human consumption must be tested and treated in accordance with recommendations.	
Soil management	Topsoil	The topsoil (\pm 300 mm) of any excavation shall be removed and stockpiled separately from underlying material in an appointment area	203 104
	Borrow material	EMPR's for borrow pits to be submitted to the Department of Mineral and Energy Affairs for approval	201 203
Archaeological & Cultural sites	Discover of archaeological sites of artefacts	If an artefact on site is uncovered, work in the immediate vicinity must be stopped immediately and an archaeological consultant must be contacted. Work may only resume once clearance is given in writing by the archaeologist.	GCC
Graves	Discovery of graves	If a grave on site is uncovered, work in the immediate vicinity must be stopped and an undertaker should be contacted	GCC
Waste management	Solid & Construction waste	Solid waste is to be stored in an appointment area for collection and disposal. Disposal of waste will be in a DWAF licensed landfill, and no waste may be burnt on site.	
	Litter	The site is to be kept free of litter	001
Sewage treatment	Toilet facilities	Adequate toilet facilities are to be provided, and the siting of chemical toilets is to be done in consultation with the site engineer. Use of the veld for this purpose shall not be allowed.	001 002
Fuel, diesel & hazardous materials	Hazardous Materials	All hazardous materials i.e. bitumen binders will be stored in an appointed area that is fenced and has restricted entry. No spoiling of bituminous products on site, over embankments, in borrow pits or any burning. No spillage of bituminous products shall be allowed on site.	
	Fuels	All fuel tanks will be stored in an appointed area. Leakage will be avoided.	

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

ANNEXURE C.3.5.B Health and Safety Specification

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1.0 INTRODUCTION AND BACKGROUND

1.1 Background to the Health and Safety Specification

Historically, the Construction Industry has had poor health and safety record. Due to the complex and potential dangerous operations being undertaken, there is a risk of incidents and injuries. In many instances poor adherence to the Occupational Health and Safety Act (OHSA) has resulted in severe consequences for Health and Safety performances. CITY OF TSHWANE determined that the highest health and safety standards will prevail throughout the site and that there will be full commitment from all parties to achieving best practices recognised national and internationally.

To achieve this goal CITY OF TSHWANE has prepared and published a Health and Safety Specification for this project. This Health and Safety Specification sets out guidelines and minimum levels of awareness and guidelines for Health and Safety. Responsibility for adherence rests with Contractors and in particular with all employees who are encouraged to be pro-active. CITY OF TSHWANE is committed to ensuring the highest health and safety standards for all work undertaken on site.

Contractors as employers are fully responsible and accountable for compliance with all health and safety requirements.

The Health and Safety Specification have been prepared to include in the Tender and Contract Documents for construction work.

The employer's personnel will be responsible for the auditing of the implementation of the Health and Safety Specification and maintaining the document control and record systems associated with this Health and safety specification.

1.2 Purpose of the Health and Safety Specification

The purpose of this Health and Safety Specification is to comply with the duties of the Client base on construction regulation 5, to provide health and safety information about specific project risks known by the client and the Health and Safety Specification must be included in the tender documents. It is also there to assist towards achieving compliance with Occupational Health and Safety Act No. 85 of 1993 and Regulations in order to reduce incidents and injuries.

The Health and Safety Specification will be implemented during the whole construction phases of the project.

This will also assist in ensuring that all cost related to the compliance with Occupational Health and Safety Act No. 85 of 1993 and Regulations as well as this Health and Safety Specification are taken into consideration at Tender stage.

This Health and Safety Specification is a performance specification to ensure that CITY OF TSHWANE as well as bodies that enter into formal agreement with the CITY OF TSHWANE, Consultants, Contractors and Sub-contractor achieves an acceptable level of OHS performance.

No advice, approval of any document required by this Health and Safety Specification such as hazard identification and risk assessments action plan or any other form of communication from CITY OF TSHWANE shall be construed as an acceptance by CITY OF TSHWANE of any obligation that absolves the contractor from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by CITY OF TSHWANE may result from the contractor failing to comply with the health and safety specification unless CITY OF TSHWANE issued an instruction to any requirement, i.e., the contractor remains responsible for achieving the required performance levels.

1.3 Implementation of the Health and Safety Specification

This Health and Safety Specification forms an integral part of the contract, and the Principal Contractor is required to make it an integral part of their contracts with Sub-Contractors and Suppliers. It will be disseminated by CITY OF TSHWANE to persons responsible for the design of the infrastructure works, which will ensure that contractors shall incorporate the requirements of the health and safety specification.

The contractor shall sign a Mandatory Agreement to acknowledgement that he / she has familiarised him / herself with the contents of this health and safety specification and that he/ she shall comply with all his / her obligation in respect thereof.

2.0 HEALTH AND SAFETY SPECIFICATION

2.1 SCOPE

This Health and Safety Specification covers the requirements for eliminating and mitigating incidents and injuries with all projects over which CITY OF TSHWANE has control over any construction activity.

The scope also addresses legal compliance, hazards identification and risk control, promoting a health and safety culture amongst those working on site and affected by the activities taking place in and around them.

Health and Safety is everyone's responsibility, report Unsafe Act and Unsafe Condition to your superior immediately.

2.2 INTERPRETATIONS

2.2.1 Applications

This Health and Safety Specification Health and Safety Specification contains clauses that are generally applicable to construction and to impose proactive controls associated with activities that impact on human health and safety as it relates to plant and machinery.

Compliance to the requirement of the Occupational Health and Safety Act is in addition to the requirement of this Health and Safety Specification and part of the contractor's responsibility.

CITY OF TSHWANE will monitor that the contractor/s complies with the requirements of the Occupational Health and Safety Act No 85 of 1993 and Regulations, will advise the contractor how such compliance is achieved.

2.2.2 Definitions

For the Health and Safety Specification the definitions, acronyms given hereunder shall apply:

Construction work means any work in connection with

- a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or additional to a building or any similar structure:
- b) The construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or the moving of earth, clearing of land, the making of excavation, pilling, or any similar civil engineering structure or type of work.

Construction Site

Means a workplace where construction work is being performed.

Hazard Identification and Risk Assessment and Risk Control

Means a documented plan, which identifies hazards, assesses the risk and detailing the control measure and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risk during construction or operation phases.

The Act

Means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

Hazard

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

Risk

Means the probability or likelihood that a hazard can result in injury or damage.

Contractor's Responsible Person

Means any person appointed in writing by the Contractor to supervise construction work. The appointment shall be as required by the OHS Act which shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

Chief Executive Officer OHS Act section 16(1)

In relation to a body corporate or an enterprise conducted by the state, means the person who is responsible for the overall management and control of the business of such body corporate or enterprise.

Danger

Means anything, which may cause injury or damage to a person or property.

Employee

Means, subject to the provisions of Subsection (2), any person who is employed by or works for any employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person.

Employer

Means, subject to the provisions of Subsection (2), any person who employ or provides work for any person or remunerates that person or expressly or tacitly undertakes to remunerates him but exclude a labour broker as defined in section1 (1) of the Labour Relation Act, 1953(Act No. 28 of 1956).

Healthy

Means free from illness or injury.

Machinery

Means any article or combination of articles assembled, arranged, or connected and which is used or intended to be used for converting any form of energy to performing work, or which is used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, containing, confining, transforming, transmitting, transferring or controlling any form of energy.

Medical Certificate of fitness

Means a certificate contemplated in regulation 7(8)

Mobile Plant

Means any machinery, appliance or other similar device that is able to move independently and is used for the purpose of performing construction work on a construction site.

Properly used.

Means used with reasonable care, and with due regard to any information, instruction or advice supplied by the designer, manufacturer, importer, seller, or supplier.

User

In relation to plant or machinery, means the person who uses plant or machinery for his own benefit or who has the right of control over the use of plant or machinery, but does not include a lessor of, or any person employed in connection with the plant or machinery.

Reasonably Practicable

Means practicable having regard to:

The severity and scope of the hazard or risk concerned,

The state of knowledge reasonably available concerning that or risk and any means of removing or mitigating that hazard risk.

The availability and suitability of means to remove or mitigate that hazard or risk, and

The cost of removing or mitigating that hazard or risk in relation to the benefits deriving there from.

Safe

Mean free from any hazard.

Client

Means any person for whom construction work is performed and/or undertaken (i.e., CITY OF TSHWANE for the purpose of this specification).

Agent

Means a competent person who acts as a representative for a client.

Competent person

Means a person who has in respect of the work or task to be performed the required knowledge, training, and experience and where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions the National Qualification Framework Act, 2000 (Act No 67 of 2000), those qualifications and that training must be regarded as the required qualifications and training.

Construction Manager

Means a competent person responsible for the management of the physical construction processes and the coordination, administration, and management of resources on a construction site.

Contractor

Means an employer who performs construction work.

Health and Safety file

Means a file or other record containing the information in writing required by these regulations.

Health and Safety plan

Means a site, activity, or project specific documented plan in accordance with the client's health and safety specification.

Health and Safety specification

Means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work.

Method statement

Means a document detailing the key activities to be performed to reduce as reasonable as practicable the hazards identified in any risk assessment.

Principal contractor

Means an employer appointed by the client to perform construction work.

2.3.1 Notification of intent to commence Construction Work (Construction Regulation 4)

The Contractor shall notify the Provincial Director of the Department of Labour in writing 7 days before the work begins if the tendered construction work will.

- Include excavation.
- Include working at height where there is a risk of falling.
- Include demolition of a structure or
- Include the use of explosive to perform construction work.

Notification form or template can be found in the Construction Regulations, 2014 – Annexure 2

A copy of the notification letter from the Provincial Director shall be forwarded to CoT ePMU for record keeping.

2.3.2 Preparing of Safety Plan and Safety File

The Contractor shall provide and demonstrate to the Client a suitable, sufficiently documented, and coherent site-specific health and safety plan based on the Client's Health and Safety Specification (Construction Regulation 7 (1)(a)).

The Contractor shall open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these regulations (Construction Regulation 7 (1) (b)).

The Contractor must include his or her letterhead on the safety plan and on all documentation in the safety file as these are legal documents which the contractor is legally bound to implement and can be used in a court of Law.

2.3.3 Assignment of Contractor's Management Team to Supervise on Site

The Contractor shall submit all supervisory appointment (contractor's management team) as well as safety Officer; the Contractor shall submit a competent certificate of the appointed safety officer who will be available on-site full time. The safety officer must be appointed in writing. The safety officer will assist in the control of all safety related aspects on site. The safety officer will also be utilised to give input at the early stage of the project and input into the health and safety plan. The Contractor shall also submit a CV of the safety officer for approval by CITY OF TSHWANE Safety Agent and CoT ePMU he or she must be registered with SACPCMP and proof must be available.

2.3.4 Competency for Contractor's Management Team

The Contractor's management team shall be competent, and proof of competency must be sent to CITY OF TSHWANE before commencement, the safety officer must be appointed full time on site and have a proof of registration with a statutory body approved by the chief inspector (SACPCMP). The Contractor shall submit CVs of the contractor's management team for approval to CITY OF TSHWANE prior the commencement of work on site.

2.3.5 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

Valid Letter of good standing with the compensation Insurer must be submitted with the Tender.

2.3.6 Occupational Health and Safety Policy

The Contractor shall submit a Health and Safety Policy signed by the Chief Executive Officer/ Managing Director. The Policy must outline objectives and how they will be achieved and implemented by the Contractor.

2.3.7 Health and Safety Organogram

The Contractor shall submit an organogram, prior to construction commencement, outlining the Health and Safety

Sites Team as required and as related to the relevant appointment by the OHSA. In cases where appointments have not been made, the organogram shall reflect the position. The organogram shall be updated when there is a change in the site team.

2.3.8 Pregnancy Policy

The Contractor shall submit a Pregnancy Policy signed by the Chief Executive Officer/ Managing Director.

2.3.9 HIV Policy

The Contractor shall submit a HIV Policy signed by the Chief Executive Officer/ Managing Director

2.3.10 Risk Assessment

The Client shall prepare a Baseline Risk Assessment for the intended construction work projects and the risk identified and assessed shall form part of the health and safety specification.

The Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risk shall form part of the health and safety plan applied on site and shall include the following:

- a) The identification of the risk and hazards to the health and safety to which persons may be exposed:
- b) The analysis and evaluation of the hazards identified.
- c) A documented plan and safe working procedures to mitigate, reduce or control the risk identified; and
- d) The monitoring and review plan of the risk and hazards.
- e) The relevant personal protective equipment or clothing

Preventative measures must first address the elimination of the hazard or risk. Should PPE be required to reduce risk the equipment or clothing must be used and be SABS approved.

Hazard Identification Risk Assessment (HIRA) it's an on- ongoing process and must be reviewed regularly where changes are made to the design or when incident occurred or when starting a new activity on site. The Contractor must ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding all hazard identified before any work commence.

The Health and Safety Representative(s), the Health and Safety Committee Member and (Contractor's Representative) shall be members of the HIRA Team and will ensure that all the identified hazards and risk are appropriately controlled and reviewed.

The Contractor shall be responsible for making sure that all employees under his/ her control are conversant with the content of the HIRA and what appropriate measures have been put in place to either eliminate or reduce the identified risk. The Contractor shall outline to employees what role they are expected to play in the HIRA and control measure process.

The Contractor must ensure that copies of risk assessments for this site are available on site for inspection by interested parties' i.e., Client Agent.

2.3.11 Health and Safety Representative(s)

The Contractor shall ensure that a Health and Safety Representative(s) are/ is elected and trained to carry out his / her functions. The appointment must be in writing. The Health and Safety Representative shall carry out regular inspection, keeps records and report to the supervisor to take appropriate action. He / she shall attend Health and Safety Committee Meetings and take part in investigating incidents and non - conformances.

2.3.12 Health and Safety Committees

Where two or more safety representative has been designated on site the Contractor shall establish one or more health and safety committee/committees. The Contractor shall ensure that monthly Health and Safety meetings are held, and minutes are kept. The Contractor shall ensure that the safety officer and/ or safety representative attends these meetings. Minutes thereof must be available in the safety file.

2.3.13 Health and Safety Training

The Contractor shall conduct a training needs analysis quarterly to ascertain what health and safety training is required.

2.3.14.1 Induction

The Contractor shall ensure that all employees under his / her control have gone through health and safety induction before commencement on site. The Contractor shall make it a rule that the entrance to the induction training is a medical certificate of fitness and shall keep a copy of the attendance register of all his/ her employees who attended the induction. Provide employees with some form of proof of induction when on site i.e. cards

2.3.14.2 Awareness

The Contractor shall conduct, on site, periodic toolbox talks, preferably weekly or before any hazardous work takes place. The talks shall take cover the relevant activity and an attendance register must be kept and signed by all attendees. A record of who attended and the content of the topic will be kept on the site health and safety file as evidence of training.

2.3.14.3 Competency

After the Contractor has identified the training to be conducted as part of the competency and based on the HIRA. He/ she shall send the relevant person on appropriate courses and keep the certificate for reference.

2.3.15 General Record Keeping

The contractor shall keep and maintain Health and Safety records to demonstrate compliance with the health and safety specification and the OHSA. The Contractor shall ensure that all records of incidents, spot fines, training etc. are kept on site. All documents shall be available for inspection by CITY OF TSHWANE, Client, or the Department of Labour's Inspectors.

2.3.16 General Inspection, Monitoring and Reporting

The Contractor shall carry out daily inspection and investigate all incident and report to CITY OF TSHWANE as required in General Administrative Regulations 8, Annexure 1 must be emailed to CITY OF TSHWANE every time an incident is recorded. The Contractor shall be required to keep records of all inspections and investigations, which were undertaken, and any other inspections and investigations by person(s) authorised to do so.

2.3.17 Internal Audits

The Contractors personnel (Contractor's Responsible Person) shall conduct monthly health and safety audits to ensure compliance with the OHSA and health and safety specification. Records of audits must be kept, and non-conformance reported, investigation and corrective action must be taken to prevent re- occurrence.

2.3.18 External Audits

CITY OF TSHWANE SHEQ Management shall conduct monthly health and safety audits to ensure compliance with health and safety specification and any relevant Health and Safety Legislation (OHSA). All documentation held by the Contractor shall be available for inspection. The Contractor shall provide any additional information required by CITY OF TSHWANE or Client. CITY OF TSHWANE shall verify the results with the Contractor being audited.

2.3.19 Incentives

CITY OF TSHWANE shall identify a Contractor that has performed best in implementing the health and safety specification and make an award to or acknowledge that Contractor.

2.3.20 Penalties

CITY OF TSHWANE will impose spot fines on the Contractor if found to be infringing on the health and safety specification or any requirement of the OHS Act. The Contractor shall be advised in writing of the nature of the infringement and the amount of the spot fine. The Contractor shall also take necessary steps (e.g., training) to prevent recurrence of the infringement and shall advise CITY OF TSHWANE accordingly. The Contractor is also advised that the imposition of spot fines does not replace any legal proceedings CITY OF TSHWANE, Client, Authorities, or Members of the public may institute against the Contractor. Spot fines shall be between R250 and R2000, depending upon severity. The amount of the spot fine will be determined by CITY OF TSHWANE and will be final. In addition to the spot fine, the Contractor shall make good any damage caused because of the infringement at his own expense.

Infringements for which spot fines will be imposed, but are not limited to, are given below:

- ✓ Not keeping a copy of the OHS Act on site
- ✓ Expired Letter of Good Standing
- ✓ Not keeping a fully stocked First Aid Box
- ✓ Failure to use Personal Protective Equipment or Clothing
- ✓ Failure to adhere to the safe work procedure as per Hazard Identification and Risk Assessments
- ✓ Failure to conduct inspections.
- ✓ Failure to keep records of inspection of equipment or machinery.
- ✓ Failure to adhere to Occupational Health and Safety signage posted on site.
- ✓ Failure to report incidents as per legal requirements and as per CITY OF TSHWANE reporting of investigation procedures,
- ✓ Littering on site – not adhering to on site housekeeping,
- ✓ Failure to provide or use ablution facilities.
- ✓ Being on site without having gone through Health and Safety Induction and
- ✓ Use of machinery by non- authorised personnel.

Receipts for fines shall be issued and the appropriate documentation retained by CITY OF TSHWANE. Money “raised” through fines may be used to fund health and safety incentive schemes and /or other social schemes of collective benefit.

A contravention of a requirement of this health and safety specification shall be sufficient grounds for CITY OF TSHWANE to require the removal from site of the person responsible for the non-compliance and the contractor shall have no claim in respect of such removal.

2.3.21 Emergency Procedures

The contractor shall participate in the CITY OF TSHWANE’s Emergency Procedure’s on site and shall submit a detailed Emergency Procedure for the contractor’s scope of work for approval by CITY OF TSHWANE prior to commencement on site. The procedure shall detail the response plan including the following key personnel:

- List of key personnel,
- Details of emergency services,
- Actions or steps to be taken in the event of the emergency; and
- Information on hazardous material / situation, including each material’s / hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

Emergency Procedures shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, etc. the contractor shall advise CITY OF TSHWANE in writing of any on site emergencies, together with a

record of action taken, within 24 hours of the emergency occurring. A contractor list of all service providers (Fire department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

2.3.22 First Aid Box and First Aid Equipment

The contractor shall appoint in writing a First Aid Attendant/s. the appointed First Aid Attendant/s are to be sent for accredited first aid training before starting on site. Valid certificates are to be kept on site. The contractor shall provide an on-site First Aid Box, adequately always stocked, and ensure that the first aid box is accessible and fully controlled by a qualified first aid attendant.

2.3.23 Accident / Incident Reporting and Investigation

The contractor shall in addition to the prescribed requirements of the OHSA, investigate, record and report all reportable incidents as per CITY OF TSHWANE 's contractor Incident Reporting and Investigation Procedure. The Investigation shall be conducted by a qualified person or person who has sufficient knowledge to carry out an investigation.

2.3.24 Hazards and Potential Situations

The contractor shall immediately notify other contractors or sub-contractors after CITY OF TSHWANE has been notified of any hazardous or potentially hazardous situations, which may arise during performance of the activities.

2.3.25 Personal Protective Equipment (PPE) and Clothing

The contractor shall ensure that all workers are issued and wear Helmets, steel Toe Safety Shoes and overall, as a minimum requirement. The contractor shall carry out PPE or clothing needs analysis to determine the necessary PPE or clothing and as determined by the HIRA or clothing to be used during construction. The contractor shall make provision and always keep adequate quantities of SAN approved PPE or clothing on site. The contractor shall outline procedure to be taken when PPE or clothing is:

- Lost or stolen.
- Worn out or damage.

2.3.26 Occupational Health and Safety Signage

The contractor shall, ascertain and provide adequate on site OHS signage. OHS signage shall include, but shall not be limited to, hard hat/ helmet area, safety shoes must be worn, dust masks in areas where there might be exposure to dust, ear plugs/muffs where there might be exposure over a certain limit, gloves, safety goggles, safety harness, etc. the contractor shall be responsible to maintain the quality and replacement of signage.

2.3.27 On site permits

The contractor shall ensure that a written work permit is obtained from CITY OF TSHWANE before commencing with any work to be undertaken. A permit shall be issued for all hazardous or dangerous activities to be carried during construction. CITY OF TSHWANE shall sign the permit before the contractor commence on site, the following is a list of hazardous activities, which need a permit:

- Hot works/ welding
- Working in confined space
- Carrying out excavation more than 1.5m deep
- Use of hazardous chemical substance, e.g., Asbestos, Lead.
- Demolition work
- Use of explosive and blasting; and
- Piling

2.3.28 Management of Sub-contractors

The contractor shall ensure that all sub-contractors under his/ her control are complying with this health and safety specification; the OHSWA requirements; and any relevant legislation which may relate to the activities directly or indirectly.

2.4 OCCUPATIONAL SAFETY

2.4.1 Excavation, Shoring, Dewatering or Drainage

The contractor shall make provision in his/her tender for shoring, dewatering or drainage of any excavation unless otherwise stipulated elsewhere in the contracts. If an excavation is more than 1.5 metres long / deep a safe working procedure shall be submitted for approval by CITY OF TSHWANE. A permit will be issued to the contractor to proceed with the excavation work. The contractor shall make sure that:

- a) The excavation/s are inspected before the shift starts and record is kept.
- b) All excavation must be barricaded up to 1,2 m high.
- c) There are no unguarded excavations regardless of depth.
- d) The safe working procedures has been communicated to the workers; and
- e) The safe working procedures must always be enforced and maintained by the contractor's responsible person.

2.4.2 Explosive and Blasting

The contractor shall ensure that the use of explosive and blasting (where required) be undertaken by a specialist contractor or a sub-contractor with proven track record in the type of work to be performed. A safe working procedure (SWP) shall be submitted for approval by CITY OF TSHWANE before commencement of work.

2.4.3 Barricading of construction and walkway.

Areas where the restriction or prevention of unauthorised persons/members of public is required.

- Name and contact detail of person and Contractor Company that is responsible for the barricading shall be posted on the actual barricading.
- All barricading shall be checked and maintained.
- All openings and edges must be barricaded with solid barricading to withstand an impact of at least 100 kg.

N.B The contractor barricading standard procedures must accompany the SHE plan.

2.4.4 Piling

The Contractor shall ensure that piling (where required) is undertaken by a specialised contractor or a subcontractor with proven records in the type of work performed. A SWP shall be submitted for approval to CITY OF TSHWANE, before commencement of this work.

2.4.5 Stacking of Materials

The Contractor shall ensure that a competent person is appointed in writing as stacking supervisor of all materials on site, provide adequate storage area, demarcate storage area and keep the storage and storage areas neat and under control.

Housekeeping means a place for everything and everything in its place.
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2.4.6 Speed Restrictions and Protection

The Contractor shall ensure that all persons in their employ and all those that are visiting the site are aware and comply with the site speed restriction(s). On site gravel or earth roads and within 500m of the site, the vehicles of

the Contractor and his/her suppliers shall be regulated to a maximum of 30km/h or as directed by notices and signs.

2.4.7 Hazardous Chemical Substances (HCS)

The Contractor shall provide the necessary training and information regarding the use and storage of HCS. The Contractor shall ensure that the use and storage of HCS is carried out as prescribed by the HCS Regulation. The Contractor shall ensure that all chemicals brought to site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the Occupational hazard and precautions that need to be taken when using the chemicals through training and proof must be available in the safety file. The First Aid Attendant must be made aware of the MSDS and how to treat HCS incidents appropriately.

2.5 Plant and Machinery

2.5.1 Construction Plant

“Construction Plant” encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, excavators, draglines, dewatering equipment, and road vehicles with or without lifting equipment. The Contractor shall ensure that all such plant complies with the requirements of the OHSWA. The Contractor shall inspect and keep records of inspections of the tools and equipment used on site. Only authorised persons are to use machinery under proper supervision. Appropriate PPE and clothing and as specified by the HIRA, shall be provided, and always maintained in good condition.

2.5.2 Vessels under Pressure (VuP) or Gas Bottles including Operations.

The Contractor shall comply with Vessels under Pressure Regulation, including:

- Providing competency and awareness training to the operators.
- Providing PPE or clothing.
- Providing and maintain appropriate signage in areas where VuP are used.
- Inspect equipment regularly and keep records of inspections.
- Providing appropriate firefighting equipment (Fire Extinguishers).

2.5.3 Fire Extinguishers and Fire Fighting Equipment

The Contractor shall provide adequate, serviced regularly, fire extinguishers located at strategic points in site where the contractor is engaged in construction activity. The Contractor shall keep spare serviced portable fire extinguishers where required. Safety signage shall be posted up in all areas where fire extinguishers are located. The Contractor shall have adequate persons trained or competent to use the Fire Fighting Equipment.

2.5.4 Hired Plant and Machinery

The Contractor shall ensure that any hired plant and machinery brought to the site is safe for use. The necessary requirements as stipulated by the OHSWA as well as those that are stipulated by this health and safety specification, shall apply. The Contractor shall ensure that operators hired with the machinery undergoes health and safety induction, have their certificate of fitness and competency, have appropriate toolbox talks and be issued with the necessary PPE clothing.

2.5.5 General Machinery

The Contractor shall comply with the Driven Machinery Regulation and Construction Regulations, which includes inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance and the medical and psychological testing of operators.

2.5.6 Public Health and Safety

The Contractor shall ensure that each person working on or visiting a site shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimise those dangers. Appropriate health and safety signage shall be always posted.

Both CITY OF TSHWANE and the Contractor have a duty in terms of the OHS Act to do all that is reasonably practicable to prevent members of the public and others being affected by the construction processes to be aware and put preventative measures in place. The public or visitor shall go through a brief health and safety induction detailing hazards and risks they may be exposed to what measures are in place to control these hazards and risks.

2.5.7 Night Work

The Contractor shall not undertake any night work without prior arrangement and written permit from CITY OF TSHWANE. The Contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in work being stopped.

2.5.8 Construction employee's facilities

The Contractor in addition with the facility regulations, 2004 shall provide within reasonable access of every construction site the following clean, hygienic, and maintained facilities.

1. Shower facilities at least one shower for 15 people
2. Sanitary facility for each sex and for every 30 workers
3. Changing facility for each sex
4. Sheltered eating facility with tables and chairs

The weather conditions might be unsuitable for workers to be exposed to e.g., in rainy season. In terms of the OHS Act, employers must provide employees with facilities for safekeeping.

2.5.9 Transport of Workers

The contractor shall comply with the National Road Transport Regulations, 2000. The Contractor shall, and not be limited to:

- Not transport person together with goods or tools unless is an appropriate area or section to store them.
- Not transport persons in a non- enclosed (top) vehicle, e.g., truck, there must be a proper canopy (properly covering the back and the top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.
- Not transporting workers in bakkies.
- Provision of a serviced portable fire extinguisher always.

It is vital that all those exposed to the hazards or risk are made aware of the risk what control measures have been put in place to prevent the occurrence of incidents.

2.6 Occupational Health

Exposed of workers to occupational health and hazards and risk are very common in any work environment, especially in construction. Occupational health hazards and risk exposed is a major problem and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks. The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing e.g., cement dust,
- Ingestion through swallowing maybe through food intake.
- Absorption through the skin (pours) e.g., panting or use of thinners.

2.6.1 Provision of Medical Certificates and Medical Treatment

The Contractor shall be required to:

- Ensure that all his or her employees have valid medical certificates of fitness specific to the construction work to be performed and issued by an occupational health practitioner as defined in the construction regulation 7(8).

The Contractor shall ensure that a facility is identified close to the site for medical treatment under the following situations.

- Injury on duty (IOD) referred to here as First Aid, Medicals and Disabling Incidents.
- Emergency Response

2.7. Traffic Accommodation

The Contractor must comply with the requirements of the Road Traffic Act (Act 93 of 1996) as well as the requirements of relevant authority's construction roads signs must be erected to notify all motorist using the road to comply to the requirement. Flag personal must be on standby to assist in the control of traffic, when roads are closed due to construction work the contractor must make alternatives roads for local residents

- a. It is a sound practice to store pressure vessels or welding cylinders vertically and to secure them by means of a chain.
- b. Acetylene cylinders may never be inclined more than 45 degrees.
- c. Proper and adequate fire prevention measures will be instituted and maintained for as long as the welding continues.
- d. Where explosive or flammable vapours are present welding will only be done under hot work permit.

2.8 Exposure to poisonous animals or insects

The contractor must ensure that the following are duly adhered to:

- a. The emergency procedure will have effective treatment for employees or other persons visiting the site and exposed to bites or stings from poisonous animals and insects i.e., the contact details of the nearest medical unit that could treat employees exposed to bites or stings be obtained and arrangements will be made with the service provider on the procedure to be followed to ensure swift response when required
- b. Confirmation will be obtained from this medical unit that they have anti venom reserved to treat employees or other persons visiting that may be exposed to snake bites or scorpion stings.
- c. Competent first aider will be available to facilitate the treatment and the
- d. Potential exposure posed by poisonous animals or insects and awareness thereof be discussed with all employees as part of the toolbox talks and general awareness training and other persons visiting as part of the pre site visit induction process.

2.9 Working in inclement weather.

The contractor must implement an early warning system to identify inclement weather and prevent such weather from posing negative implications on the safety of employees and other person visiting.

The early warning system will provide the following:

2.9.1 Construction work done during electrical storm.

- a. The contractor must ensure that all employees are removed from height and all employees are as safe as possible, in inclement weather conditions.
- b. Work will not be done on construction site during electrical storms where employees cannot be protected from it. Protection involves employees being restricted to:
 - i. Eating area fitted with lighting mast.
 - ii. Workshops
 - iii. Inside building
- c. No work will be allowed when lightning is within a 10-kilometre radius.
- d. After inclement weather on site risk assessment will be reviewed to include wet condition.

2.92 Lifting equipment operation during inclement weather

- a. Lifting operation will stop during lightning within a 10-kilometre radius and wind above 28km/h, and the lifting equipment operator will not be allowed to leave the lifting equipment with the booms extended.
- b. Lifting operations will stop during rain, rigging and hand lifts.
- c. Booms on lifting equipment will be retracted.
- d. All rigging operations will stop, and employees will be removed from site.

2.9.3 Construction work done during rain.

- a. During rainy conditions all work on steel structure will stop
- b. No electrical tools will be used during rainy weather in open areas.
- c. Work can be done in waterproof areas where there is zero risk for electrocution.
- d. Areas which will be cleared to work on during rain.
 - Workshops
 - Offices

2.9.4 Driving in inclement weather

The contractor must ensure that the danger of driving in wet conditions is adequately covered in the risk assessment.

The risk will include.

1. Route planning
2. Speed reduction
3. Planning for emergency situations
4. Driving precautions for slippery surfaces
5. Visibility hazards

2.10 Security

The contractor must establish site access rules and has to implement and maintain these throughout the construction period. Access control includes the rules that non-employees will not allowed on site unaccompanied.

The contractor must develop a set of security rules and procedures and must implement and maintain these throughout the construction period and comply with PSIRA regulations.

2.11 Cost for health and safety measures during construction process

The contractor must allocated sufficient provision for the cost of implementing and maintaining their health and safety plan.

Requirements

ANNEXURE A

HEALTH AND SAFETY SPECIFICATION item No:	HEALTH AND SAFETY SPECIFICATION Requirements	OHSA Requirements	Submission Date
1	Notification of intent to commence Construction.	CR 4 Complete Annexure 2 (Construction Regulations)	Before commencement on site.
2	Baseline Risk Assessment and Safety plan.	CR 9(1)(a) CR 7(1) (a)	Submit Baseline Risk Assessment and a Safety Plan with the Tender Document.
3	Assignment of Responsible to Manage and Supervise Construction Work	All relevant appointment, as per OHS Act, S16.2, CR 8(1), CR 8(5) CR 8(7) and 8(8)	Before commencement on site.
4	Competency for health for the health and safety officer.	CITY OF TSHWANE /Client Requirement	Before commencement on site.
5	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 OF 1993	COIDA Requirement, Letter of Good Standing	When Submitting this project tender.
86 6	Occupational Health and Safety Policy	CITY OF TSHWANE Requirement	Before commencement on site.
7	Health and Safety Organogram.	CITY OF TSHWANE Requirement	Before commencement on site.
8	Health & Safety Representative.	Section 17	Submit as soon as there are more than 20 employees on site

Assignment of Contractor's Responsible Persons

ANNEXURE B

The Contractor shall make the following appointment but not limited to:

Appointment	OHS Requirements	Requirements
CEO assignee	Section 16(2)	A competent person to assist with the on-site H&S overall responsibility- Contractors Responsible Person.
Health and Safety Representative(s)	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of persons in the workplace.
Health and Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with on site Health and Safety matters.
Construction Manager	CR 8(1)	A principal contractor must in writing appoint a full time competent person as the construction manager with the duty of managing all construction work as per CR 8(1)
Safety Officer/ Accident Investigator and risk assessor	CR 8 (5), (6), CR 9 and GAR 9	A competent person to manage all safety matters related , do risk assessments and investigate incidents/ accidents on site
Construction Work Supervisor	CR8(7)	A competent person to daily supervise and be responsible of health and safety related issues on site. The person is appointed to assist the CEO with his / her overall duties.
Subordinate (Assistance) Construction Work Supervisor.	CR 8 (8)	A competent person to assist with daily supervises of construction work. The person appointed to assist the construction work supervisor
First Aid Attendant	GSR 3	A qualified person to address all on site first aid cases.
Machinery Inspector	GMR 2	A competent person to supervise machinery
Excavation	CR 13	A competent person to inspect daily excavation and work and check if approved safe working procedures are followed at all times.

Contract: RTD05 2022/23: TENDER FOR THE CONSTRUCTION OF TRAFFIC CALMING AND PEDESTRIAN SAFETY MEASURES, AS AND WHEN REQUIRED FOR A 3-YEAR TERM

Part C3: Scope of Work

ANNEXURE B

Appointment	OHSA Requirements	Requirements
Ladder Inspector	GSR 13 A	A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly records.
Welding, Flame cutting, soldering and similar operations Inspector	GSR 9 (1)(a)	Operators of equipment are to be competent.

SAFETY FILE CONTENT

Index No	Description
1	Health and Safety Specification from the client
2	Health and Safety Plan
3	Emergency Plan and Traffic Management Plan
4	Notice to the Provincial Director
5	Workman Compensation COID: Letter of Good Standing
6	SHEQ Policy
7	Drug and Alcohol Abuse Policy
8	Pregnancy Policy and HIV Policy
9	Organogram
10	Company Profile
11	Legal Appointments-
12	Copies of ID Documents and Certificates of Competencies
13	Certificates of Fitness
14	37.2: Contractors Mandatory Agreement
15	Risk Assessments – baseline HIRA, Activity based HIRA and Continuous HIRA
16	Mandatory Registers Required for All Contracts: Description of Item Committee Agenda and Minutes Induction training and PPE Receiving Register List of Qualified First Aiders Minimum Contents First Aid Box First Aid Dressing Records First Aid Order Form Safety Representative Monthly Checklist PPE Register for checking if employees are wearing PPE. Employers Report of Accident Annexure 1 Recording of Incident Other Contract Specific Registers
17	Toolbox Talks
18	SWP and Methods of Statement
19	MSDS
20	Construction Regulation 2014 and Copy of the OSHACT

BASELINE HAZARD IDENTIFICATION RISK ASSESSMENT

Task	Hazards	Source	Freq= ay	Consequence	Extend of Exposure				Control Measures
					F	C	L	R/S	
Clearing of the site	Stone chisel Grinder or Jackhammer Dust Breathing in dust from removing grass. Breathing in exhaust fumes from grinder or Jackhammer	Lack of knowledge, lack of warning, Inadequate barriers, human	Hrs/d ay	Back injury Injury, possible Fatal TB Lung cancer	8	2	8	124	Minimize dust by pouring water on the grass before removing it. Use mechanical means. Training and personal protective equipment hand gloves, dust masks must be provided.
Site Establishment	Dropping of containers during transportation Loading/off-loading equipment's Lifting	Lack of knowledge, lack of warning, Inadequate barriers, human	Hrs/d ay	Injury, possible Fatal	8	8	8	512	Secure containers' properly before transportation. Ensure enough clearance before loading and offloading. Check machinery before operating and confirm the capacity. Provide competent lifting equipment operator. Use adequate and proper slings to secure containers
Setting out	Use of out calibration equipment. Work on traffic roads Cuts from broken debris	Lack of knowledge, lack of warning, Inadequate barriers, human	Hrs/d ay	Injury, possible Fatal	8	8	8	512	Provide calibration certificates. Place 'man at work signs' Provide flagman to control and direct traffic. Place traffic delineates devices. Wear reflective jackets. Wear safety equipment's
Access control	Incompetent Security personnel Unauthorised access Contact with community members. Inadvertent access Lack of supervision	Lack of knowledge, poor planning, and poor supervision	Hrs/d ay	Material loss/stolen. Abduction, assault, Employees attacked at work.	10	5	8	400	Place competent security personnel at the access gate. Established site access rules, implement and maintain these throughout the construction period.
Working on sun	Person over exposed to sun	Lack of knowledge, lack of warning, Inadequate barriers, human error	Hrs/d ay	Injury, possible Fatal	10	3	5	150	Provide personnel with information on skin cancer and preventative measures (Sun Block)

Task	Hazards	Source	Freq =	Consequence	Extend of Exposure				Control Measures
					F	C	L	R/S	
Delivery on site	Manual handling injuries Using cranes or other lifting equipment such as lorry loaders Pedestrians being hit by moving vehicles. People falling from vehicles. Vehicles turning over. People being hit by objects falling from vehicles	The supplier sending the goods. The carrier - the haulier or other company carrying the goods. The recipient - the person receiving the goods. Lack of any agreement between supplier, carrier, and recipient	Hrs/d ay	Injury, possible Fatal	2	9	7	126	All parties should agree on a written delivery plan. Make sure your expectations are clear.i.e. Are the carriers' drivers trained in general safety precautions to take when visiting sites, in particular concerning the risks involved in (un)loading delivery vehicles, and give them clear instructions on what to do if they are to deliver at our site ensuring safety
Bulk Earthworks to achieve the required design level when construction traffic calming and pedestrian safety measures	Slips / Trips Hidden Manholes.	Lack of knowledge, no plans available, human error,	Hrs/d ay	Injury	10	5	5	250	Where there is a risk of persons falling into excavations barriers must be erected around the excavation to prevent persons from falling into excavations. The storage of excavated materials must be 2m away from the excavation. Signage / Barriers must be erected around perimeter of work area.
Bulk Earthworks to achieve the required design level for the construction of traffic calming and pedestrian safety measures	Use of Excavators and other Construction Vehicles/Plants	No plan available, Haste, unauthorized Usage, lack of knowledge, human error	Hrs/d ay	Injuries, production Loss, property damage,	10	8	8	640	All operations to be planned and supervised by the Construction Manager. All operators of Plant/Construction Vehicles must have undergone suitable training for the use of the equipment. Proof of competency must be on site. All operators of Plant/Construction Vehicles must have medical certificate of fitness declaring them fit to operate such a Plant or Construction Vehicle. All operators of Plant/Construction Vehicles must inspect their Plant or Construction Vehicles daily and the registers must be kept in the safety file.

Task	Hazards	Source	Freq =	Consequence	Extend of Exposure				Control Measures
					F	C	L	R/S	
Bulk Earthworks to achieve the required design level for the construction of traffic calming and pedestrian safety measures	Overhead and Underground Services.	Lack of knowledge, no plans available, Human error	Hrs/day	Injuries, production Loss, property damage	10	8	8	640	<p>Posts and warning signage must be erected to remind operators of the location of overhead cables. Mechanical diggers will not be permitted to excavate the wide excavation under the overhead cables with this ground being removed by the dozers.</p> <p>Prior to commencement of works information on the location / status of services will be provided by the Client / Principal Contractor. Prior to actual excavation works the Contractor Construction Supervisor will undertake an inspection of the work area to identify any signs of the potential location of live services in the area.</p> <p>In the event services are identified, safe digging techniques will be adopted. No machine excavation work will be undertaken within 0.5 metres of a known live service.</p> <p>In the event any live services are exposed these will be supported, and all services, including 'pot ended' cables will be treated as live unless it is confirmed otherwise.</p>
Bulk Earthworks to achieve the required design level for the construction of traffic calming and pedestrian safety measures	Slips / Trips Hidden Manholes.	Lack of knowledge, no plans available, human error,	Hrs/day	Injury	10	5	5	250	<p>Where there is a risk of persons falling into excavations barriers will be erected around the excavation to prevent this.</p> <p>The storage of excavated materials must be stored 2m away from the excavation.</p> <p>Signage / Barriers will be erected around perimeter of work area.</p>

Task	Hazards	Source	Freq =	Consequence	Extend of Exposure				Control Measures
					F	C	L	R/S	
Excavation activities interrupting motorist and community members	Motorist Community Members Vehicle/Traffic accidents	Lack of knowledge, human error, negligence lack of proper PPE.	Hrs/d ay	Injury, health risk	10	9	8	720	Prior to commencement of works the Site Manager/ Supervisor must ensure Signage / Barriers are erected around perimeter of work area to prevent / deter unauthorised access. Site Traffic Management procedures and those set by the Client will be adhered to. The contractor must prepare the site-specific Traffic Management Plan and submit it to the Client Safety Agent for approval.
Dust during Bulk Earthworks to achieve the required design level	Dust and airborne particles	Lack of knowledge, lack of warning, Inadequate barriers, human error	Hrs/d ay	Occupation diseases lung infection, TB	10	8	6	480	Employees must wear nasal dust mask. Hosing down of work with water to keep dust nuisance to absolute minimum.
Working with hand tools shovel, pick	damaged tools dull blade, cracked handle or blunt point	Lack of knowledge, lack of warning, Inadequate barriers, human error	Hrs/d ay	Injury on hands	1	5	4	20	Wear protective eyewear when using a pick. Worker must wear the appropriate PPE. Cutting edges of axes and other edged cutting tools shall be kept sharp. Handles of axes, picks and sledges shall be kept smooth and the head must be securely attached. A cracked handle shall be replaced promptly, not repaired with wires or covered with tape. Use extra caution to prevent the tool from glancing off the work and striking the user. Ensure proper footing and firm stance is used. Avoid swinging too close to the feet.
Working close to the public road	Vehicles Public members/ Motorist	Inadequate planning, poor supervision, lack of signs and poor demarcation	Hrs/d ay	Major Accidents Collisions Subsequent legal liability Injury, death	10	10	10	1000	The Contractor must compile a Site-Specific Traffic Management Plan/Traffic accommodation plan and submit it to the Client Safety Agent for approval. Careful planning from the Client is required for road and storm waters interruptions.
Working with inadequate/substandard/fake material	Structure collapse	Buying inadequate/substandard/fake materials, poor mixing of material and using expired material	Hrs/d ay	Injury, possible Fatal Death	10	10	10	1000	Only use SABS approved Materials. The client Quality Management personnel must approve all materials used.

Working with human/people	Human Illiterate/Ignorant human beings Alcohol abusers	Negligent, horse play and poor supervision, drinking alcohol at work. Hiring people who do not have the ability to read and write in English	Hrs/d ay	Injury, possible Fatal	10	9	7	630	Signage / Barriers will be erected around perimeter of work area. The use of picture signage must be used for illiterate people to understand. Write an alcohol policy.
Working with machinery	Machinery and employee	Serious injury from unguarded moving parts of machinery. Lack supervision, checklist, training.	Hrs/d ay	Injury, possible Fatal Death	10	10	10	1000	Machines must be operated by competent operators who are declared fit to operate the machinery. Training of the correct use of the machinery. All dangerous parts of machinery must be guarded to manufacturers' standards. Machinery guards must be inspected every day and maintained in good condition. Machinery checklist must be kept and done every day.
Working with paving bricks	Paving bricks Cement Wire mesh Mortar	Lack of knowledge, lack of warning, Inadequate barriers, human	Hrs/d ay	Injuries, production Loss lung infection, TB hand cuts	7	8	8	448	Training and personal protective equipment hand gloves overalls, dust mask, eye protection and safety shoes.
Working with hand tools shovel, pick	damaged tools dull blade, cracked handle or blunt point	Lack of knowledge, lack of warning, Inadequate barriers, human error	Hrs/d ay	Injury on hands	1	5	4	20	Wear protective eyewear when using a pick. Worker must wear the appropriate PPE. Cutting edges of axes and other edged cutting tools shall be kept sharp. Handles of axes, picks and sledges shall be kept smooth and the head must be securely attached. A cracked handle shall be replaced promptly, not repaired with wires or covered with tape. Use extra caution to prevent the tool from glancing off the work and striking the user. Ensure proper footing and firm stance is used. Avoid swinging too close to the feet.
Handling of hot tar	Heat and chemical exposure	Lack of knowledge, lack of warning, Inadequate barriers, human error	Hrs/d ay	Injuries, production Loss lung infection, TB hand cuts	2	5	10	200	Use of protective clothing (gloves, overalls), ensure good hygiene and washing before lunch and at end of day. MSDS for asphalt available on site and employees must be trained using the MSDS proof of training must be available in the safety file.

Concrete Works when Installing street name boards units	Manual handling of concrete Cement Mortar	Lack of knowledge, lack of warning or human error	Hrs/day	Dermatitis Burns Hand cut possible. foot injury	8	8	8	512	Training and personal protective equipment hand gloves overalls, dust mask and water boots. Provides proper Personal Protective Equipment hand gloves etc. Employees must not carry too many kerbs at the same time 2 kerbs it is an average that one employee can carry.
Stone Pitching	Stones Cement Wire mesh Mortar	Lack of knowledge, lack of warning, Inadequate barriers, human	Hrs/day	Injuries, production Loss lung infection, TB hand cuts	7	8	8	448	Training and personal protective equipment hand gloves overalls, dust mask, eye protection and safety shoes.
Installation of Culverts	Lifting of culverts Manual handling of culverts	Lack of knowledge, lack of warning, Inadequate barriers, human	Hrs/d ays		6	7	7	294	Lifting of culverts must be planned Employees must be trained on how to work safely with culverts Worker must wear the appropriate PPE. Mechanical means of lifting culverts must be used instead of manual handling.

METRIXS

Immediate Action Required/Corrective Action

Engineering risk out	PPE selection	Team Member	F	Frequent
Use of specialised PPE	PPE issue records	Contractors & Sub Contractors	C	Consequence
Introduce specialised controls	Sign at work area	Maintenance staff	L	Likelihood
Environmental control	Safety talks	Visitors	R/S	Risk Score
Introduce special barriers	Safe work procedures	Public	Risk Scores	
Rehabilitation	Safe induction	Fauna & Flora	600 – 1000 (High)	
Reviewed procedure	Supervisory controls	Prisoners	200 – 559 (Medium)	
Water control	Training of personnel		Below 200 (Low)	
Registers	Planned job observations			

Frequency index	Description	Likelihood	Description
10	Hazards permanently present	10	Inevitable (100% chance)
9	Hazards present once or periodically per shift, less than 8 hours in total	9	Almost certain (90 % chance)
8	Hazards present once or periodically per shift, less than 6 hours in total	8	Very likely (80 % chance)
7	Hazards present once or periodically per shift, less than 4 hours in total	7	Probable (70% chance)
6	Hazards present once or periodically per shift, less than 2 hours in total	6	More than even chance (60 % chance)
5	Hazards present once or periodically per shift, less than 1 hour in total	5	Even chance (50 % chance)
4	Hazards arises few times a week	4	Less than even chance (30-40% chance)
3	Hazards arises once a week	3	Unusual sequence/coincidence (10-20% chance)
2	Hazards arises once a month	2	Improbably (1-10% chance)
1	Hazards arises once a year or very rarely	1	Practically impossible (<1% chance)

Consequence index	Description
10	Death
9	Permanent totally incapable
8	Permanent severe incapacity
7	Permanent slightly/mild incapable
6	Considerable discomfort with subsequent recurring incapacity/disability
5	Reversible health condition with subsequent complete recovery after extended period of absence (e.g. absent from work for more than 3 weeks)
4	Reversible health condition with subsequent complete recovery after short leave of absence (e.g. absent from work for three days to three weeks)
3	Reversible health condition with short-term health effects allowed by complete recovery after a few days
2	Minor injury with no lost time complete recovery
1	No human injury expected during normal exposure conditions

Risk Score	Actions
600 – 1000 (High)	Immediate action required. Monitoring should be conducted immediately to introduce interim control measures.
200 – 599	Risk requires urgent attention as soon as possible. Monitoring of risk required.
Below 200	No immediate action necessary. Risk currently under control, but requires regular revision. Monitoring not a requirement.

FORMULA TO CALCULATE RISK SCORE

Frequency multiply by consequence multiply by likelihood equal to Risk score: (F x C x L) = RS

ANNEXURE C.3.5.C COVID 19 (Corona Virus) OHS Specification

COVID-19 Direction on Health and Safety in the Workplace in terms of Regulation 10(8) of the National Disaster Regulations stipulates that:

On 17 March 2020, the Department of Employment and Labour issued guidelines for employers to deal with COVID-19 at workplaces. 1 The Department of Employment and Labour appealed to employers to use the prescriptions of the OHS Act in particular the Hazardous Biological Agents Regulations governing workplaces in relation to Corona virus Disease 2019 caused by the SARS-CoV-2 virus.

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1. Introduction

Corona virus Disease 2019 (COVID-19) is a respiratory disease caused by the SARS-CoV-2 virus. To reduce the impact of COVID-19 outbreak conditions on businesses, workers, customers, and the public, it is important for all employers to plan now for COVID-19. For employers who have already planned for influenza outbreaks involving many staff members, planning for COVID-19 may involve updating plans to address the specific exposure risks, sources of exposure, routes of transmission, and other unique characteristics of SARS-CoV-2 (i.e., compared to influenza virus outbreaks). Employers who have not prepared for pandemic events should prepare themselves and their workers as far in advance as possible of potentially worsening outbreak conditions. Lack of continuity planning can result in a cascade of failures as employers attempt to address challenges of COVID-19 with insufficient resources and workers who might not be adequately trained for jobs they may have to perform under pandemic conditions.

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- 17.1 undertake a risk assessment in terms of clause 20.1 to 20.3;
- 17.2 on the basis of that risk assessment develop a plan outlining the protective measures in place for the phased return of its employees before opening.
- 20. Every employer must establish the following administrative measures:
 - 20.6 It must appoint a manager as a COVID -19 compliance officer to
 - 20.6.1 Oversee the implementation of the plan contemplated in clause 17.2;
 - 20.6.2 Oversee the adherence to the health and safety measures established in the workplace to give effect to requirements of this Direction including appointing employees to perform this function if the employer has more than one workplace;
 - 20.6.3 address employee or workplace representative concerns and to keep them informed and, in any workplace in which an health and safety committee has been elected, consult with that committee on the nature of the hazard in that workplace and the measures that need to be taken.

Compliance officers (Disaster Management regulation 47)

- (1) Industries, businesses and entities, both private and in the public sector, which are permitted to operate must
 - (a) Designate a COVID -19 compliance officer who must oversee the
 - (i) The implementation of the plan referred to in paragraph (b); and
 - (ii) Adherence to the standards of hygiene and health protocols relating to COVID -19 at the workplace;
 - (b) Develop a plan for the phased-in return of their employees to the workplace, before reopening the workplace for business.

COVID-19 Ready Workplace Plan must include, the planned date the construction site will open, the hours it will be open, a timetable setting out the phased return of employees to enable appropriate measures to be taken to avoid and reduce the spread of the virus, list of employees who can work from home, employees who are 60 years or older and those with co morbidities and proof of appointment of a COVID-19 compliance officer responsible for the duties as outlined in regulation 16(6) of the said Notice COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020.

2. Definitions

1. Biological agent means any micro-organism, cell culture or human endoparasite, including any which have been genetically modified, which may cause an infection, allergy or toxicity, or otherwise create a hazard to human health
2. "biological monitoring" means a planned programme of periodic collection and analysis of body fluid, tissues, excreta or exhaled air in order to detect and quantify the exposure to or absorption of any substance or organism by persons;
3. "BCEA" means the Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997);

4. "COVID-19" means Corona virus Disease 2019;
5. "Disaster Management Act" means the Disaster Management Act, 2002 (Act No. 57 of 2002);
6. "Decontamination" means to remove, as far as is reasonably practicable, all inanimate objects by way of sweeping, cleaning, washing, ventilating or any other process aimed at removing the contaminant
7. "Diagnostic laboratory" means a workplace where diagnostic or other screening procedures are performed on blood or other potentially infectious materials
8. "Disinfect" means to render non-viable virtually all recognized pathogenic micro-organisms, but not necessarily all microbial forms
9. "Engineering control measures" means control measures that remove or reduce the exposure of persons at the workplace by means of engineering methods
10. "Facilities Regulations" means the Facilities Regulations promulgated by Government Notice No. R. 2362 of 5 October 1990 under section 43 of the Act.
11. "General Administrative Regulations" means the General Administrative Regulations promulgated by Government Notice No. R.1449 of 6 September 1996 under section 43 of the Act;
12. "HBA" means hazardous biological agents which are micro-organisms, including those that have been genetically modified, pathogens, cells, cell cultures and human endoparasites that have the potential to provoke an infection toxic effects, subdivided into the following groups:
 - a. Group 1 HBA are HBA that is unlikely to cause human disease;
 - b. Group 2 HBA are HBA that may cause human disease and be a hazard to exposed persons, which is unlikely to spread to the community and for which effective prophylaxis and treatment is usually available;
 - c. Group 3 HBA are HBA that may cause severe human disease, which presents a serious hazard to exposed persons and which may present a risk of spreading to the community, but for which effective prophylaxis and treatment is available;
 - d. Group 4 HBA are HBA that causes severe human disease and is a serious hazard to exposed persons and which may present a high risk of spreading to the community, but for which no effective prophylaxis and treatment is available.
 - d. HBA(COVID-19) are a large family of viruses that causes illness ranging from the common cold to more severe diseases like pneumonia, MERS and SARS and treatment is not available
13. "hazard" means a source of or exposure to danger; "
14. "healthy" means free from illness or injury attributable to occupational causes,
15. "micro-organisms" means microbiological entities, cellular or non-cellular, capable of replication or of transferring genetic material;
16. "monitoring" means the planning and carrying out of the measurement programme and the recording of the results thereof;
17. "NHLS" means National Health Laboratory of South Africa;
18. "occupational health" includes occupational hygiene, occupational medicine and biological monitoring;
19. "occupational health practitioner" means an occupational medicine practitioner or a person who holds a qualification in occupational health recognized as such by the South African Medical and Dental Council as referred to in the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974), or the South African Nursing Council as referred to in the Nursing Act, 1978 (Act No. 50 of 1978);
20. "occupational hygiene" means the anticipation, recognition, evaluation and control of conditions arising in or from the workplace, which may cause illness or adverse health effects to persons;

21. "OHS" means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);
22. "organism" means any biological entity which is capable of causing illness to persons;
23. "respiratory protective equipment" means a device which is worn over at least the mouth and nose to prevent the inhalation of airborne hazardous biological agents, and which conforms to a standard, acceptable to the chief inspector;
24. "safety equipment" means a contrivance or a device designed to as far as possible try and prevent injury;
25. "standard precautions" means a synthesis of the major features of Universal Precautions (UP) and Body Substance Isolation (BSI) and applies to all persons coming into contact with potentially - infected persons, animals or animal products and potentially contaminated blood and other body fluids in health care facilities or elsewhere and-
 - a. apply to
 - i. all blood;
 - ii. all body fluids, secretions and excretions, except sweat, regardless of whether they contain visible blood or not;
 - iii. non-intact skin;
 - iv. mucous membranes; and
 - v. tissue; and
 - b. are designed to reduce the risk of transmission of HBA (COVID-19) from both recognized and unrecognized sources of infection in workplaces; "the Act" means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
26. "PPE" means personal protective equipment;
27. "virus" means the SARS-CoV-2 virus
28. "worker" means any person who works in an employer's workplace including an employee of the employer or contractor, a self-employed person or volunteer
29. "Workplace" means any premises or place where a person performs work.

3. Classification of biological agents - HBA Regulation 3. . (COVID-19)

30. The chief inspector may publish in the Government Gazette for the purpose of these regulations a document, which may be revised or reissued from time to time, entitled "Categorization of Biological Agents according to hazard and categories of containment" (Annexure 6) to these Regulation containing a list of biological agents together with the classification of each agent.
31. Where a biological agent has not been assigned a classification, the employer and self-employed person shall provisionally classify that agent in accordance with sub regulation (3) below, having regard to the nature of the agent and the properties of which he or she may reasonably be expected to be aware.
32. When provisionally classifying a biological agent, the employer and self-employed person shall assign that agent to one of the groups and if there is according to its level-of risk of infection doubt as to which of two alternative groups would be most appropriate, the HBA (COVID-19) shall be assigned to the higher of the two.(COVID -19 must be assigned the higher of the two)

4. Information and training – HBA Regulation 4. . (COVID-19)

33. An employer shall, before any employee is exposed or may be exposed to HBA (COVID-19) and after consultation with the health and safety committee established for that section of the workplace, ensure that the employee is adequately and comprehensively informed and trained, on both practical aspects and theoretical knowledge with regard to-
- a. The contents and scope of these Regulations;
 - b. The potential risks to health caused by the exposure;
 - c. The measures to be taken by the employer to protect an employee against any risk of being exposed;
 - d. The importance of good housekeeping at the workplace and personal hygiene requirements;
 - e. The precautions to be taken by an employee to protect him- or herself against the health risks associated with the exposure, including the wearing and use of protective clothing and respiratory protective equipment;
 - f. The necessity, correct use, maintenance and potential of safety equipment, facilities and engineering control measures provided;
 - g. The necessity of medical surveillance;
 - h. The safe working procedures regarding the use, handling, storage, labelling, and disposal of HBA (COVID-19) at the workplace;
 - i. The procedures to be followed in the event of exposure, spillage, leakage, injury or any similar emergency situation, and decontaminating or disinfecting contaminated areas; and
 - j. The potential detrimental effect of exposure on the human reproductive process.
34. An employer or a self-employed person shall give instructions in writing of the procedures contemplated in subregulation (1) (i) to the drivers of vehicles carrying the HBA (COVID-19).
35. Every employer and every self-employed person shall ensure that he or she or any person who in any manner assists him or her in the carrying out or conducting of his or her business has the necessary information and has undergone sufficient training in order for him or her to identify the potential risks and the precautions that should be taken.

5. Duties of persons who might be exposed to HBA Regulation 5. . (COVID-19)

36. Any person who is or might be exposed to HBA (COVID-19), shall obey any lawful instruction given by or on behalf of the employer of a self-employed person regarding-
- k. The prevention of an uncontrolled release of a HBA (COVID-19);
 - l. The adherence to instructions regarding environmental and health practices, personal hygiene and good housekeeping;
 - m. The wearing of personal protective equipment and clothing as prescribed by these Regulations;
 - n. The wearing of personal samplers, when necessary, to measure personal exposure to airborne hazardous biological substances;
 - o. The disposal of materials containing HBA (COVID-19) and the disinfection and decontamination of any site contaminated by an HBA (COVID-19);

- p. The reporting during normal working hours for such medical examination or test as contemplated in regulation 8(1); and
 - q. Information and training as contemplated in regulation 4.
37. Any person shall immediately report to the employer, the health and safety representative or self-employed person any possible accidental exposure to a HBA (COVID-19) at the workplace, and the employer or self-employed person shall ensure that such incident is investigated and recorded in accordance with regulation 8 of the General Administrative Regulations.

6. Risk assessment by employer or self-employed person – HBA Regulation 6. . (COVID-19)

38. An employer or a self-employed person contemplated in regulation 2 shall, after consultation with the relevant health and safety representative or relevant health and safety committee, cause a risk assessment to be made and thereafter at intervals not exceeding two years, to determine if any person might have been exposed to a HBA (COVID-19) .
39. An employer shall inform the relevant health and safety representative or health and safety committee in writing of the arrangements made for the assessment contemplated in sub-regulation (I), give them reasonable time to comment thereon and ensure that the results of the assessment are made available to the relevant health and safety representative or health and safety committee, which may comment thereon.
40. When making the assessment, the employer or self-employed person shall keep a record of the assessment and take into account matters such as-
- r. The nature and dose of the HBA (COVID-19) to which an employee may be exposed and the suspected route of exposure; (b) where the HBA (COVID-19) might be present and in what physical form it is likely to be;
 - s. The nature of the work, process and any reasonable deterioration in, or failure of, any control measures;
 - t. What effects the HBA (COVID-19) can have on an employee; and
 - u. The period of exposure.
41. An employer or a self-employed person shall cause the risk assessment to be conducted on the basis of all available information as far as is reasonably practicable, including
- a. Classification of the HBA (COVID-19) into the relevant risk group, according to its level of risk of infection;
 - b. Recommendations from the manufacturer, supplier or competent person regarding the control measures necessary in order to protect the health of persons against such agents as a result of their work;
 - c. Information on diseases that may be contracted as a result of the activities at the workplace;
 - d. Potential allergenic or toxic effects that may result from the activities at the workplace; and
 - e. Knowledge of diseases from which an employee might be suffering and which may be aggravated by conditions at the workplace.
42. An employer shall review the assessment required by sub regulation (1) forthwith if there-
- f. Is a reason to suspect that the previous assessment is no longer valid; or

- g. Has been a change in a process involving a HBA (COVID-19) or in the methods, equipment or procedures in the use, handling, control or processing of HBA (COVID-19) , and the provisions of sub regulations (21, (3) and (4) shall apply.

7. Monitoring exposure at workplace – HBA Regulation 7. . (COVID-19)

An employer shall ensure that the exposure of employees to a HBA (COVID-19) is monitored in accordance with a suitable procedure that is standardized, sufficiently sensitive and of proven effectiveness in any case which it is-

- a. Requisite for ensuring the maintenance of adequate control of the exposure of employees to HBA (COVID-19); or
- b. Otherwise requisite for protecting the health of employees. Medical surveillance.

8. OHS Act 85 OF 1993 Legal Requirement

Section 8 of the OHS Act - General duties of employers to their employees

Section 8.1. Every employer shall provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees.

Section 8.2. Without derogating from the generality of an employer's duties under subsection (1), the matters to which those duties refer include in particular-

- a. the provision and maintenance of systems of work, plant and machinery that, as far as is reasonably practicable, are safe and without risks to health;
- b. taking such steps as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard to the safety or health of employees, before resorting to personal protective equipment;
- c. making arrangements for ensuring, as far as is reasonably practicable, the safety and absence of risks to health in connection with the production, processing, use, handling, storage or transport of articles or substances;
- d. establishing, as far as is reasonably practicable, what hazards to the health or safety of persons are attached to any work which is performed, any article or substance which is produced, processed, used, handled, stored or transported and any plant or machinery which is used in his business, and he shall, as far as is reasonably practicable, further establish what precautionary measures should be taken with respect to such work, article, substance, plant or machinery in order to protect the health and safety of persons, and he shall provide the necessary means to apply such precautionary measures;

- e. providing such information, instructions, training and supervision as may be necessary to ensure, as far as is reasonably practicable, the health and safety at work of his employees;

Section 13 Duty to inform OHS

without derogating from any specific duty imposed on an employer by this Act, every employer shall-

- (1) as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards;
- (2) inform the health and safety representatives concerned beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector, and of any application for exemption made by him in terms of section 40; and
- (3) inform a health and safety representative as soon as reasonably practicable of the occurrence of an incident in the workplace or section of the workplace for which such representative has been designated.

Section 14 General duties of employees at work

Every employee shall at work-

- c. take reasonable care for the health and safety of himself and of other persons who may be affected by his acts or omissions;
- d. as regards any duty or requirement imposed on his employer or any other person by this Act, co-operate with such employer or person to enable that duty or requirement to be performed or complied with;
- e. carry out any lawful order given to him, and obey the health and safety rules and procedures laid down by his employer or by anyone authorized thereto by his employer, in the interest of health or safety;
- f. if any situation which is unsafe or unhealthy comes to his attention, as soon as practicable report such situation to his employer or to the health and safety representative for his workplace or section thereof, as the case may be, who shall report it to the employer; and
- g. if he is involved in any incident which may affect his health or which has caused an injury to himself, report such incident to his employer or to anyone authorized thereto by the employer,

or to his health and safety representative, as soon as practicable but not later than the end of the particular shift during which the incident occurred, unless the circumstances were such that the reporting of the incident was not possible, in which case he shall report the incident as soon as practicable thereafter.

Section 15 Duty not to interfere with, damage or misuse things

No person shall intentionally or recklessly interfere with, damage or misuse anything which is provided in the interest of health or safety. *[S. 15 substituted by s. 3 of Act No. 181 of 1993.]*

General safety regulation 2

Personal safety equipment and facilities - GSR 2.

2B. If the provisions of any regulation prescribe a particular notice or sign to be displayed by an employer or by a user at a workplace, the employer or user may, in lieu thereof, display a corresponding symbolic sign, as contained in a safety standard incorporated for this purpose into these regulations under section 44 of the Act, in which case the employer or user shall be deemed to have complied with such provisions.

9. Medical Surveillance – HBA Regulation 8. . (COVID-19)

1. An employer shall ensure that an employee is under medical surveillance if-
 - a. The results of the assessment referred to in regulation 6 indicate that an employee might have been exposed to HBA (COVID-19);
 - b. the exposure of the employee to any HBA (COVID-19) hazardous to his or her health is such that an identifiable disease or adverse effect to his or her health may be related to the exposure, there is a reasonable likelihood that the disease or effect may occur under the particular conditions of his or her work and there are techniques such as pre-clinical biomarkers where appropriate for detecting sensitization to allergens or an inflammatory response associated with exposure to diagnose indications of the disease or the effect as far as is reasonably practicable; or
 - c. An occupational health practitioner recommends that the relevant employee should be under medical surveillance, in which case the employer may call upon an occupational medicine practitioner to ratify the appropriateness of such recommendation.
2. In order to comply with the provisions of sub regulation (1), the employer shall after extensive counselling and education offer the employee the opportunity to have:
 - a. An initial health evaluation, which should be carried out by an occupational health practitioner immediately before or within 14 days after a person commences employment, where any exposure exists or might exist, which comprises-
 - i. An evaluation of the employee’s medical and occupational history;
 - ii. A physical examination; and
 - iii. Any biological tests and other appropriate medical tests or any other essential examination that in the opinion of the occupational health practitioner is desirable in order to enable the practitioner to do a proper evaluation;

- b. Periodic medical examinations and tests in cases where a HBA (COVID-19) is known to be capable of causing persistent or latent infections which-
 - i. In the light of present knowledge, are undiagnosable, until signs or symptoms develop;
 - ii. Can have particularly long incubation periods;
 - iii. Can result in an illness which is recurrent in spite of treatment; and
 - iv. Are known to have serious long-term effects.
 - c. All tests and examinations as contemplated in paragraphs
 - d. (a) And (b) shall be conducted according to a written medical protocol.
3. The employer shall, in accordance with regulation 8 of the general Administrative Regulations, investigate and record all incidents that result or might result in infections or the death of an employee.
 4. All occupational health practitioners shall submit to the health and Safety Committee for approval a written protocol for procedures to be followed when dealing with abnormal results.

10. Records – HBA Regulation 9. . (COVID-19)

An employer shall

- a. Keep records of all assessments, monitoring results and medical surveillance reports required by regulations 6, 7 and 8 respectively: Provided that personal medical records shall be made available only to an occupational health practitioner;
- b. Subject to the provisions of paragraph (c), make the records contemplated in paragraph (a), excluding personal medical records, available for inspection by an inspector;
- c. Subject to the formal written consent of an employee, allow any person to peruse the records with respect to that particular employee;
- d. Make the records of all risk assessments and monitoring results available for perusal by the health and safety representative or health and safety committee;
- e. Keep all records of risk assessments and monitoring results for a minimum period of 40 years;
- f. keep all medical surveillance records for a minimum period of 40 years, and if the employer ceases activities, all those records shall be handed over or forwarded by registered post to the relevant provincial director; and
- g. keep a record of the examinations and tests carried out in terms of regulation 12(6) and of any repairs resulting from these investigations and tests, which records shall be kept for at least three years;
- h. A self-employed person shall keep records of all risk assessments for a minimum period of 40 years, and if the self-employed person ceases activities, all those records shall be handed over or forwarded by registered post to the relevant provincial director.

11. Control of exposure to HBA - HBA Regulation 10. . (COVID-19)

1. An employer and self-employed person shall ensure that the-

- a. Exposure of persons to HBA (COVID-19) in the working environment is either prevented or, where this is not reasonably practicable, adequately controlled; and
 - b. Standard precautions contained in Annexure C to these Regulations are implemented to reduce the risk of transmission of HBA (COVID-19) from recognized and unrecognized sources of infection in a workplace.
2. Where reasonably practicable, the employer or self-employed person shall control the exposure of persons to a HBA (COVID-19) in the working environment by applying the following measures where appropriate:
- a. Limiting the amount of HBA used which might contaminate the working environment;
 - b. Limiting the number of employees who will be exposed or might be exposed;
 - c. Introducing engineering control measures for the control of exposure, which may include the following:
 - i. Process separation, automation or enclosure;
 - ii. The installation of local extraction ventilation systems to processes, equipment and tools for the control of emissions of an airborne HBA;
 - iii. Separate workplaces for different processes;
 - iv. Proper access control to prevent unauthorized access; and
 - v. Immediate personal or environmental disinfection.
 - d. introducing appropriate work procedures that employees must follow where materials are used, processes are carried out, or incidents might occur that could give rise to the exposure of an employee to HBA, and such procedures shall include written instructions to ensure-
 - i. The safe handling, use and disposal of HBA (COVID-19)
 - ii. The proper use and maintenance of process machinery, installations, equipment, tools and local extraction and general ventilation systems;
 - iii. the regular cleaning of machinery and work areas by vacuum cleaners fitted with a suitable filter that prevents contamination of the environment; and
 - iv. A system whereby changes in work procedures and processes that indicate the need for early corrective action can be readily identified;
 - e. Ensuring that emissions to the atmosphere comply with the provisions of the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965);
 - f. Displaying the biohazard sign shown in Annexure D to these Regulation and other relevant warning signs; and
 - g. Specifying procedures for taking, handling and processing samples that might contain HBA.

12. PPE and facilities - HBA Regulation 11. . (COVID-19)

1. If it is not reasonably practicable to ensure that the exposure of an employee is adequately controlled as contemplated in regulation 10, the employer shall in the case of-
 - a. Airborne HBA, provide the employee with suitable respiratory protective equipment and protective clothing.
 - b. HBA that can be absorbed through the skin, provide the employee with suitable impermeable personal protective equipment.
2. Where respiratory protective equipment is provided, the employer shall ensure that-
 - a. The relevant equipment is capable of preventing the exposure to the HBA concerned;

- b. The relevant equipment is correctly selected and properly used;
 - c. Information, instructions, training and supervision which would be necessary with regard to the use of the equipment are known to the employees; and
 - d. The equipment is kept in good condition and efficient working order.
3. An employer shall as far as is reasonably practicable-
- a. Not issue personal protective equipment which has been used to an employee, unless it is capable of being decontaminated and sterilized prior to use;
 - b. Provide separate containers or storage facilities for personal protective equipment and protective clothing were not in use; and
 - c. Take steps to ensure that all protective equipment and protective clothing not in use are stored in a demarcated area with proper access control.
4. An employer shall as far as is reasonably practicable, ensure that all contaminated personal protective clothing issued is cleaned and handled in accordance with the following procedures:
- a. Where such clothing is cleaned on the premises of the employer, care shall be taken to prevent contamination during handling, transporting and cleaning;
 - b. where the clothing are sent off the premises to a contractor for cleaning purposes, the clothing shall be placed in impermeable, tightly sealed color coded containers and such containers shall be clearly identified with a biohazard, label as depicted in Annexure D to these Regulations as contaminated; and
 - c. ensure that the contractor as contemplated in sub regulation (4)(b) is fully informed of the requirements of these Regulations and the precautions to be taken regarding the handling of contaminated clothing.
5. Subject to the provisions of sub regulation (4)(6), an employer shall ensure that no person removes dirty or contaminated personal protective equipment and personal protective clothing from the premises: Provided that where contaminated personal protective equipment has to be disposed of, it shall be treated as HBA waste as contemplated in regulation 17.
6. Subject to the provisions of the Facilities Regulations an employer shall, where reasonably practicable, provide employees using personal protective equipment and clothing as contemplated in sub regulation (1) with-
- a. adequate washing facilities which are readily accessible and located in an area where the facilities will not become contaminated, in order to enable the employees to meet the standard of personal hygiene consistent with the adequate control of exposure, and to avoid the spread of HBA;
 - b. two separate lockers labeled "protective clothing" and "personal clothing" respectively, and ensure that the clothing is kept separately in the locker concerned: and
 - c. separate "clean" and "dirty change rooms if the employer uses or processes HBA to the extent that the HBA could endanger the health of persons outside the workplace.

13. Maintenance of control measures, equipment and facilities - HBA Regulation 12. . (COVID-19)

An employer shall ensure that-

- a. All control measures, equipment and facilities provided in terms of regulations 10 and 11 are maintained in good working order; and
- b. Thorough examinations and tests of engineering control measures are carried out at intervals not exceeding 24 months by an approved HBA inspection authority or by a person whose ability to do the measurements, analysis and tests is verified by such an approved HBA inspection authority.

14. Prohibitions - HBA Regulation 13. . (COVID-19)

1. No person shall-
 - a. use compressed air to remove HBA from any surface or person;
 - b. eat, drink, smoke, keep food or beverages or apply cosmetics in an HBA workplace or require or permit any other person to eat, drink, smoke, keep food or beverages or apply cosmetics in such a workplace; or
 - c. leave a controlled area without prior removal of protective or contaminated clothing and equipment.
2. An employer or self-employed person shall cause a notice to be posted at a conspicuous place prohibiting the provision of (a), (b) and (c).

15. Labeling, packaging, transporting and storage - HBA Regulation 14. . (COVID-19)

An employer or self-employed person shall, as far as is reasonably practicable, take steps to ensure that-

- a. all HBA under his or her control in storage, transit or being distributed, are properly contained and controlled to prevent the spread of contamination from the workplace;
- b. the colour coded containers in which HBA are transported are clearly marked with a bio-hazard sign as depicted in Annexure D to these Regulation and other relevant warning signs that identify the contents; and
- c. the driver is trained in and equipped with a certificate in emergency procedures.

16. Disposal of HBA - HBA Regulation 17. . (COVID-19)

An employer or self-employed person as contemplated in regulation 2 shall-

- a. lay down written procedures for appropriate decontamination and disinfection;
- b. Implement written procedures enabling infectious waste to be handled and disposed of without risk;
- c. ensure that all fixtures and equipment including vehicles, re-usable containers and covers which have been in contact with HBA waste are disinfected and decontaminated after use in such a manner that it does not cause a hazard inside or outside the premises concerned;

- d. ensure that all HBA waste that can cause exposure is disposed of only on sites specifically designated for this purpose in terms of the Environmental Conservation Act, 1989 (Act No. 73 of 1989), in such a manner that it does not cause a hazard inside or outside the site Concerned;
- e. ensure that all employees involved in the collection, transport and disposal of HBA waste and who may be exposed to that waste are provided with suitable personal protective equipment; and
- f. ensure that if the services of a waste disposal contractor is used, a provision is incorporated into the contract stating that the contractor shall comply with the provisions of these Regulations.

17. Offences and penalties - HBA Regulation 18. . (COVID-19)

Any person who contravenes or fails to comply with any provisions of regulation 3 to 17 shall be guilty of an offence and liable on conviction to a fine or to imprisonment for a period not exceeding 12 months and, in the case of a continuous offence, to an additional fine of R200 for each day on which the offence continues or additional imprisonment of one day for each day on which the offence continues: Provided that he period of such additional imprisonment shall in no case exceed 90 days.

18. Short title - HBA Regulation 19. (COVID-19)

These Regulations shall be called Regulations for Hazardous Biological Agent (COVID-19)

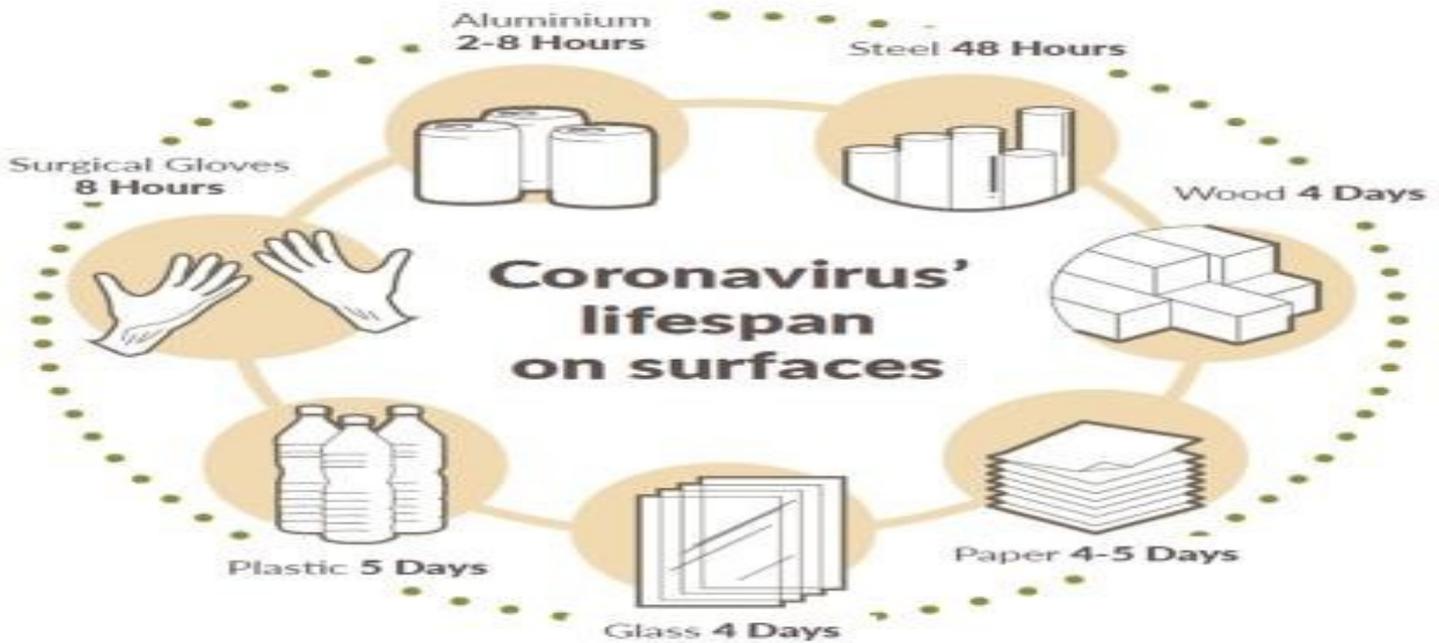
19. Ways to prevent the spread of COVID-19 in your workplace

The low-cost measures below will help prevent the spread of infections at workplace, such as colds, flu and stomach bugs, and protects Clients, contractors and employees.

- Employers should start doing these things now
- Make sure your workplaces are clean and hygienic.
- Surfaces (e.g. desks and tables) and objects (e.g. telephones, keyboards) need to be wiped with disinfectant regularly, why? Because contamination on surfaces touched by employees and visitors is one of the main ways that COVID-19 spreads.
- Promote regular and thorough hand-washing by employees, contractors and visitors
- Put sanitizing hand rub dispensers in prominent places around the workplace. Make sure these dispensers are regularly refilled
- Display posters promoting hand-washing
- Combine this with other communication measures such as offering guidance from the construction health and safety officers, briefings at meetings and information on the intranet to promote hand-washing
- Make sure that staff, contractors and visitors have access to places where they can wash their hands with soap and water, because washing the virus on your hands and prevents the spread of COVID19.

- Promote good respiratory hygiene in the workplace
- Display posters promoting respiratory hygiene. Combine this with other communication measures such as offering guidance from the construction health and safety officers, briefing at induction and toolbox talk meetings and information on the intranet etc.
- Ensure that face masks and / or paper tissues are available at your workplaces, for those who develop a runny nose or cough at work, along with closed bins for hygienically disposing of them, Because good respiratory hygiene prevents the spread of COVID-19
- Advise employees and contractors to consult national travel advice before going on business trips.
- Brief your employees, contractors and visitors that if COVID-19 starts spreading in your community anyone with even a mild cough or low-grade fever (37.3 C or more) needs to stay at home. They should also stay home (or work from home) if they have had to take simple medications, such as paracetamol/acetaminophen, ibuprofen or aspirin, which may mask symptoms of infection
- Keep communicating and promoting the message that people need to stay at home even if they have just mild symptoms of COVID-19.

COVID 19 Survival time in the environment



20. How to manage COVID-19 risk when going back to Work

An employer or self-employed person must

Designate a COVID -19 compliance officer: Base on Disaster Management Act: regulation 47

Who will oversee:

- a. Adherence to the standards of hygiene and health protocols relating to COVID -19 at the workplace
- b. Develop a plan for the phased in return of their employees to the workplace, prior to reopening the workplace for business, which plan must correspond with Annexure E and be retained for inspection and contain the following information
 - i. Which employees are permitted to work
 - ii. What the plans for the phased -in return of their employees to the workplace are
 - iii. What health protocols are in place to protect employees from COVID-19
- c. (c) Phase in the return of their employees to work to manage the return of employees from other provinces, metropolitan and district areas
- d. (d) Develop measures to ensure that the workplace meets the standards of health protocols, adequate space for employees and social distancing measures for the public and service providers, as required.

Monitoring of Hazard Biological Agent will need (Engineering, Administration and PPE

An employer or self-employed person must make sure that,

1. Screening of employees and non-employees at the entrance by a COVID-19 compliance officer appointed Base on Disaster Management Act: regulation 16(6)
2. Social distancing
3. Training & Awareness
4. Posters
5. Business continuity and pandemic preparedness – Policies
6. Control site access
7. Provide hand washing facilities
8. Provide Hand Sanitizers
9. Provide face mask and hand gloves
10. Isolation
11. Disposal of Bio Medical waste Procedures and recording as per NHLS and HBA



21. How to manage COVID-19 risk when organizing meetings & events

An employer or self-employed person must make sure that,

Organizers of meetings and events need to think about the potential risk from COVID-19 because:

- There is a risk that people attending your meeting or event might be unwittingly bringing the COVID-19 virus to the meeting. Others might be unknowingly exposed to COVID-19.
- While COVID-19 is a mild disease for most people, it can make some very ill. Around 1 in every 5 people who catch COVID-19 needs hospital treatment.

22. Key considerations to prevent or reduce COVID-19 risks.

An employer or self-employed person must make sure that,

BEFORE the meeting

- Check the advice from the authorities in the community where you plan to hold the meeting or event. Follow their advice.
- Develop and agree on a preparedness plan to prevent infection at the meeting.
- Consider whether a face-to-face meeting is needed. Could it be replaced by a teleconference or online event?
- Could the meeting be scaled down so that fewer people attend?
- Ensure and verify information and communication channels in advance with key partners such as public health and health care authorities.
- Pre-order sufficient supplies and materials, including tissues and hand sanitizer for all participants. Have surgical masks available to offer anyone who develops respiratory symptoms.
- Actively monitor where COVID-19 is circulating. Advise participants in advance that if they have any symptoms or feel unwell, they should not attend.
- Make sure organizers, participants, caterers and visitors at the meeting write their contact details: mobile telephone number, email and address where they are staying. Their details will be shared with local public health authorities if any participant becomes ill with a suspected infectious disease. If they will not agree to this they cannot attend the event or meeting.
- Develop and agree to a response plan in case someone at the meeting or at workplace becomes ill with symptoms of COVID-19 (dry cough, fever, malaise). The following should be considered:
 1. A room or area where someone who is feeling unwell or has symptoms can be safely isolated
 2. A plan for how they can be safely transferred from the meeting or workplace to a health facility.
 3. Know what to do if a meeting participant, staff member or service provider tests positive for COVID-19 during or just after the meeting .

23. DURING the meeting

An employer or self-employed person must make sure that,

- Provide information or a briefing, preferably both orally and in writing, on COVID-19 and the measures that organizers are taking to make this event safe for participants.
- Build trust. For example, as an icebreaker, practice ways to say hello without touching.
- Encourage regular hand-washing or use of an alcohol rub by all participants at the meeting
- Encourage participants to cover their face with the bend of their elbow or a tissue if they cough or sneeze. Supply tissues and closed bins to dispose of them in.
- Provide contact details or a health hotline number that participants can call for advice.
- Display dispensers of alcohol-based hand rub prominently around the venue.
- If there is space, arrange seats so that participants are at least one meter apart.

24. AFTER the meeting

An employer or self-employed person must make sure that he/ she

Retain the names and contact details of all participants for at least one month. This will help public health authorities trace people who may have been exposed to COVID-19 if one or more participants become ill shortly after the event.

If someone at the workplace, meeting or event was isolated as a suspected COVID-19 case, the organizer should let all participants know this. They should be advised to monitor themselves for symptoms for 14 days and take their temperature twice a day.

25. Prepare to Implement Basic Infection Prevention Measures for employers

An employer or self-employed person must make sure that

As appropriate, all employers should implement good hygiene and infection control practices, including:

- Promote frequent and thorough hand washing, including providing employees and worksite visitors with a place to wash their hands. If soap and running water are not immediately available, provide alcohol-based hand rubs containing at least 70% alcohol.
- Encourage employees to stay home if they are sick.
- Encourage respiratory etiquette, including covering coughs and sneezes.

26. Implement Workplace Controls

An employer or self-employed person must make sure that,

A framework called the “hierarchy of controls” must be used to select ways of controlling workplace hazards. In other words, the best way to control a hazard is to systematically remove it from the

workplace, rather than relying on employees to reduce their exposure. During a COVID-19 outbreak, when it may not be possible to eliminate the hazard, the most effective protection measures are

- Engineering controls
- Administrative controls
- Safe work practices and
- PPE.

There are advantages and disadvantages to each type of control measure when considering the ease of implementation, effectiveness, and cost. In most cases, a combination of control measures will be necessary to protect employees from exposure to COVID 19

Engineering Controls involve isolating employees from work related hazards. In workplaces where they are appropriate, these types of controls reduce exposure to hazards without relying on worker behavior and can be the most cost-effective solution to implement.

27. Engineering controls for SARS-CoV-2 include:

An employer or self-employed person must make sure that corrective engineering solutions are considered which will include;

- Ventilation.
- physical barriers
- Adaptation of workstations to increase social distance

28. Administrative Controls

An employer or self-employed person must make sure that the following administrative controls are adhered to

- Screening/ reporting of symptoms/ sick leave
- Posters
- Minimizing contact
- Rotation and shift work
- Work-at-home strategies
- Communication and information strategies
- Role of health and safety committees and representatives 3
- Education and training
- Reporting of incidents for regulatory purposes
- Reporting for purposes of public health, contact tracing, screening, testing and surveillance

1. Healthy and safe work practices

An employer or self-employed person must make sure that healthy and safe work practices are done on regular basics and records must be filled in the COVID 19 OHS file

- Disinfectants
- Sanitizers
- Personal hygiene
- Social distancing 1,5m
- Cleaning regularly

2. Provision of safe transport for employees

An employer or self-employed person must make sure that provision of safe transport for employees is available and the following are adhered to

- Personal hygiene
- Social distancing
- Arrangements to minimize exposure associated with commuting
- Cloth masks (if commuter)
- PPE (driver/conductor of employer-provided transport)

3. Personal Protective Equipment (PPE)

4. An employer or self-employed person must make sure that PPE is issued and maintained in good manner records must be filled in the COVID 19 OHS file

- Masks
- Gloves
- Facial shields

32. Reporting of COVID – 19 illness and Death

Employers are obligated to report COVID - 19 as per Section 24 and General Administrative Regulation 8 of the OHS Act

33. COVID – 19 Illnesses

An employer or self-employed person must make sure that,

When an employee starts to get sick while at work he or she must be isolated with immediate effect in a designated isolation room while the employer is arranging for a transport to take him/ her to the medical facility or home for self-quarantine

While the employee is at home during self-quarantine as a result of Covid-19, he or she can apply for an illness benefit from UIF

An employee must complete the following documents:

- UI2.2 form
- UI2.8 Confirmation of banking details and have a
- Copy of an identity document

The employer must assist the employee completing the following documents:

- UI 19 form
- UI2.7 form

A confirmation letter from the employer to prove that both parties have agreed to the 14 days “special leave”.

The above document will be will be send to the UIF using the following two ways:

On the ufiling website online- Please refer to link here below on the procedure:

<https://www.ufiling.co.za/uif/how-to-apply>

You can e-mail or fax the application to the nearest UIF processing Centre.

If the quarantine exceeds 14 days, a medical certificate from a medical practitioner must be submitted with the Continuation form UI.3.

What happens if an employee is diagnosed with Covid-19

Normal sick leave entitlement will apply as per the Basic Conditions of Employment Act.

34. Death due to COVID – 19

An employer or self-employed person must make sure that,

Should an employee pass away due to COVID - 19

The death benefit is applied for through UIF.

Persons eligible to apply are the spouse, life partner, children, and nominated persons.

The deceased employee’s family must complete the following documents:

- UI 2.5 form
- UI 2.6 form
- UI 2.8 Confirmation of banking details
- Death certificate
- Employee identity document

The employer must assist the deceased family in completing the following documents:

- UI 19 form
- UI 53 form

35. Offences and penalties (Disaster Management regulation 48).

1. For the duration of the national state of disaster, any person who -
 - (a) Convenes a prohibited gathering; or
 - (b) Hinders interfere with or obstructs an enforcement officer in the exercise of his or her powers,Or the performance of his or her duties in terms of these Regulations commits of an offence and is on conviction, liable to a fine or imprisonment for a period not exceeding six months or to both such fine and imprisonment.



BIO (COVID 19) Hazard Identification Risk Assessment - Tshwane Wide

Task	Hazards	Source	Freq =	Consequence	Extend of Exposure				Control Measures
					F	C	L	R/S	
Dealing with Corona Virus at work	Corona Virus Infected surfaces Infected papers Infected steel Infected aluminium Infected PPE Infected plastics Infected wood	Not adhering to social distancing 1,5 m Direct contact; touching an ill person or a contaminated surface Droplet of transmission ; inhaling droplets	Hrs/day	Cough Fever Difficulty to breath Death	10	10	10	1000	<ol style="list-style-type: none"> 1. Comply with Hazard Biological Agent Regulations. 2. Designate a COVID -19 compliance officer who is competent with COVID-19 training or attended a workshop for COVID-19. 3. Conduct risk assessment as per regulation HBA 6. 4. Place posters that encourage staying home when sick, coughing and sneezing 5. Monitoring exposure at workplace as per HBA Regulation 7. 6. Provide hand hygiene at the entrance of the workplace and in other areas where they will be seen. 7. Place posters for awareness 8. Train employees on COVID 19 and the protective measures as per HBA Regulation 4.



BIO (COVID 19) Hazard Identification Risk Assessment - Tshwane Wide

										<p>will be done by the designate a COVID -19 compliance officer.</p> <p>16. Isolate employees and non employees showing signs of being sick at the designated room.</p> <p>17. Disposal of hazardous biological agent as per HBA Regulation 17.</p> <p>18. Labelling, packaging, transportation and storage of hazardous biological agent must be done in accordance to HBA Regulation 14.</p> <p>19. Keep records of all assessments monitoring and medical surveillance reports as required by regulation 6, 7 and 8 respective as per HBA Regulation 9.</p> <p>20. Control exposure as per HBA Regulation 10.</p> <p>21. Provide protective equipment and facilities as per as per HBA Regulation 11.</p>
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METRIXS

Immediate Action Required/Corrective Action

Engineering risk out	PPE selection	Team Member	F	Frequent	
Use of specialised PPE	PPE issue records	Contractors & Sub Contractors	C	Consequence	
Introduce specialised controls	Sign at entrance work area	Maintenance staff	L	Likelihood	
Environmental control	Safety talks	Visitors	R/S	Risk Score	
Introduce special barriers	Safe work procedures	Public	Risk Scores		
Rehabilitation	Safe induction	Fauna & Flora			600 – 1000 (High)
Reviewed procedure	Supervisory controls	Prisoners			200 – 559 (Medium)
Water control	Training of personnel		Below 200 (Low)		
Registers	Planned job observations				

Frequency index	Description	Likelihood	Description
10	Hazards permanently present	10	Inevitable (100% chance)
9	Hazards present once or periodically per shift, less than 8 hours in total	9	Almost certain (90 % chance)
8	Hazards present once or periodically per shift, less than 6 hours in total	8	Very likely (80 % chance)
7	Hazards present once or periodically per shift, less than 4 hours in total	7	Probable (70% chance)
6	Hazards present once or periodically per shift, less than 2 hours in total	6	More than even chance (60 % chance)
5	Hazards present once or periodically per shift, less than 1 hour in total	5	Even chance (50 % chance)
4	Hazards arises few times a week	4	Less than even chance (30-40% chance)
3	Hazards arises once a week	3	Unusual sequence/coincidence (10-20% chance)
2	Hazards arises once a month	2	Improbably (1-10% chance)
1	Hazards arises once a year or very rarely	1	Practically impossible (<1% chance)



Consequence index	Description
10	Death
9	Permanent totally incapable
8	Permanent severe incapacity
7	Permanent slightly/mild incapable
6	Considerable discomfort with subsequent recurring incapacity/disability
5	Reversible health condition with subsequent complete recovery after extended period of absence (e.g. absent from work for more than 3 weeks)
4	Reversible health condition with subsequent complete recovery after short leave of absence (e.g. absent from work for three days to three weeks)
3	Reversible health condition with short-term health effects allowed by complete recovery after a few days
2	Minor injury with no lost tome complete recovery
1	No human injury expected during normal exposure conditions

Risk Score	Actions
600 – 1000 (High)	Immediate action required. Monitoring should be conducted immediately to introduce interim control measures.
200 – 599	Risk requires urgent attention as soon as possible. Monitoring of risk required.
Below 200	No immediate action necessary. Risk currently under control, but requires regular supervision. Monitoring required .

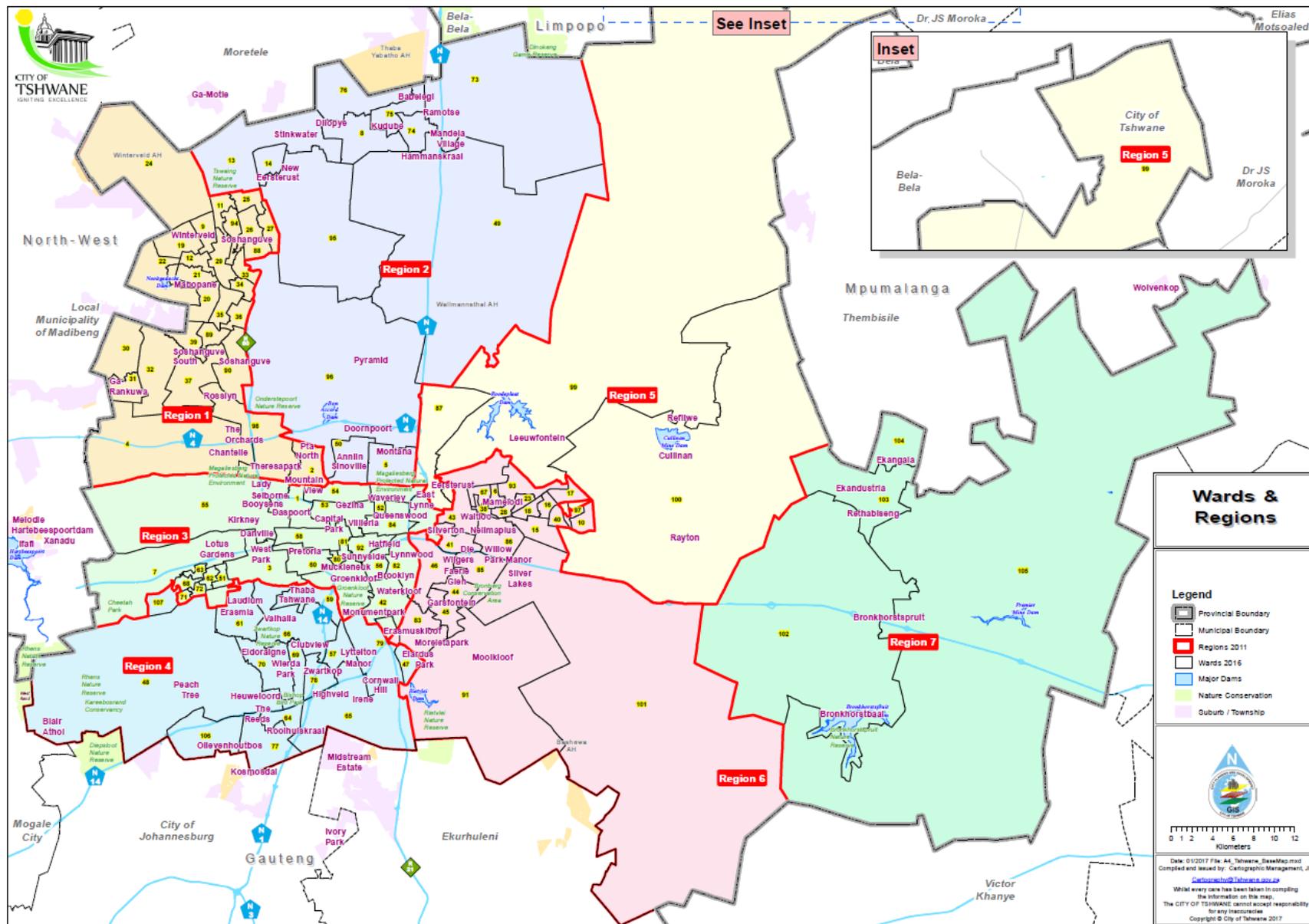
FORMULA TO CALCULATE RISK SCORE

Frequency multiply by consequence multiply by likelihood equal to Risk score: (F x C x L) = RS

PART C4: SITE INFORMATION

TABLE OF CONTENTS

C4.1 Map of Tshwane including Regions.....2



ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 0 : GENERAL				
	SECTION 001 : GENERAL REQUIREMENTS AND CHARGES				
LI 001.03	Excavate by hand to expose existing services, and backfill	m ³	40		
001.04	Compliance with the Occupational Health and Safety Act and applicable regulations				
B001.04.01	Provision of a Health and Safety Plan	pwo	6		
B001.04.01.01	Provision of a Site specific Safety Plan , and Risk assesment as requested/instructed by the Employer agent/engineer for items where no provision has been made in the payment spesifications.	No	150		
B001.04.02	Provision of a Health and Safety File	month	36		
B001.04.04	Provision of a safety officer (full time)	month	36		
001.04.03	Provision of construction supervisors-				
001.04.03.02	Full time	month	36		
001.04.04	Provision of a safety officer-				
001.04.04.02	Full time	month	36		
001.04.05	Health and Safety training	lump sum	1		
001.04.06	Provision of personal protective clothing and equipment	lump sum	1		
001.04.07	Provision of safety fences, signs and barricades	lump sum	1		
B001.05.01	Provision of a CLO (full time)	month	36	CoT Level T5	-
B001.05.02	Percentage on item B001.05.01 for Charges and profit	%			-
B001.06.01	Relocation and or repair of services and structures.	Prov Sum	1	R 1,000,000.00	R 1,000,000.00
B001.06.02	Percentage charge on Provisional Sum	%	R1,000,000.00	10%	R 100,000.00
TOTAL CARRIED TO SUMMARY					R 1,100,000.00
Signature of person authorised to sign the tender:				Date	

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 1 : ANCILLARY WORK				
	SECTION 101 : SITE CLEARING AND GRUBBING				
LI 101.01	Clearing and grubbing				
101.01.01	Areas	m ²	3600		
101.01.02	Clearing and grubbing (1m wide strip)	m ²	500		
LI 101.02	Cutting and removing large trees with a girth-				
101.02.01	exceeding 1 m and up to and including 2 m	no	5		
101.02.02	exceeding 2 m and up to and including 3 m	no	5		
LI 101.03	Grubbing and the removal of the stumps and roots of large trees with a girth-				
101.03.01	exceeding 1 m and up to and including 2 m	no	5		
101.03.02	exceeding 2 m and up to and including 3 m	no	5		
LI 101.05	Removal and Disposal of specific elements				
101.05.01	Concrete Kerbing/Kerbing combination	m	50		
101.05.02	Concrete and brick elements (reinforced or unreinforced)	m ³	25		
101.05.02.01	230mm brickwork	m ²	50		
101.05.02.02	115mm brickwork	m ²	50		
101.05.02.03	Concrete elements (reinforced)	m ³	25		
101.05.02.03	Concrete elements (unreinforced)	m ³	25		
101.05.03	Asphalt Surfacing	m ²	500		
B 101.05.04	Interlocking / non-interlocking paving blocks	m ²	500		
TOTAL CARRIED TO SUMMARY					R -

Signature of person authorised to sign the tender:	Date

Contract: RTD05-2022/23 TENDER FOR THE CONSTRUCTION OF TRAFFIC CALMING AND PEDESTRIAN SAFETY MEASURES, AS AND WHEN REQUIRED FOR A 3-YEAR TERM

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE
102.14	Temporary traffic-control facilities			
102.14.01	Flagmen	lump sum	1	
102.14.02	Portable Stop and Go signs	no	6	
102.14.03	Amber flashing lights	no	6	
102.14.04	Road signs, TR-series, 1200mm in diameter or 900mm x 675mm if rectangular	no	90	
102.14.05	Road signs, TW-series, 1524mm sides	no	60	
102.14.06	Road signs, TG-series	m ²	60	
102.14.07	Danger plates and delineators	no	250	
102.14.08	Moveable barricade / road sign combination	no	35	
102.14.09	Traffic cones	no	100	
102.14.10	Plastic New Jersey barrier	no	60	
102.15	Re-use or removal of traffic-control facilities			
102.15.01	Amber flicker lights	no	10	
102.15.02	Road signs, TR and TW series	no	30	
102.15.03	Road signs, TG-series	no	40	
102.15.04	Danger plates and delineators	no	200	
102.15.05	Plastic New Jersey barrier	no	85	
B102.16	Obliteration of bypasses	m ²	200	
TOTAL TO CARRIED SUMMARY				

Signature of person authorised to sign the tender:	Date

Contract: RTD05-2022/23 TENDER FOR THE CONSTRUCTION OF TRAFFIC CALMING AND PEDESTRIAN SAFETY MEASURES, AS AND WHEN REQUIRED FOR A 3-YEAR TERM

Part C2: Pricing Data

AMOUNT

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 1 : ANCILLARY WORK				
	SECTION 105 : FENCING				
105.01.04	Supply and install diamond mesh:				
105.01.04.01	25 x 2.0mm	m ²	200		
105.01.04.02	25 x 2.5mm	m ²	200		
105.04	Dismantling of existing fences:	m	150		
B105.10	Supply and install galvanized posts: As per drawing STD014				
105.10.01	2400 x 48	no	100		
105.10.02	3000 x 48	no	50		
105.10.03	2400 x 76	no	100		
105.10.04	3000 x 76	no	50		
105.10.05	3000 x 50-75 (wooden)	no	50		
105.10.06	3000 x 100-125 (wooden)	no	50		
B105.11	Supply and install "Y" Standards:				
105.11.01	1850mm	no	100		
105.11.02	2450mm	no	100		
B105.13	Supply and install barbed tape concertinas:				
105.13.01	450mm clipped	m	100		
105.13.02	700mm clipped	m	100		
B105.14	Supply and install razor mesh: Aperture size 150mm x 300mm	m ²	200		
TOTAL CARRIED FORWARD					R -
Signature of person authorised to sign the tender:					
				Date	

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					R -
LI B105.15	Supply and install angle iron picket fencing. 25 x 25 x 3mm (angle iron vertical bars @ 150mm c/c and 38 x 50 x 5mm 3 x angle iron horizontal bars):				
105.15.01	1800mm high galvanized	m	100		
105.15.02	2000mm high galvanized	m	100		
105.15.03	2400mm high galvanized	m	50		
105.15.04	3000mm high galvanized	m	50		
B105.16.01	Supply and install any unspecified item for installation of fences.	PC SUM	1	R 20,000.00	R 20,000.00
B105.16.02	Charge on prime cost sum (maximum 10%)	%	20000	10%	R 2,000.00
TOTAL CARRIED TO SUMMARY					R 22,000.00
Signature of person authorised to sign the tender:				Date	

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 1 : ANCILLARY WORK				
	SECTION 106 : Service Ducts				
106.01	Bedding and backfilling up to 300mm above pipes				
106.01.01	Using selected excavated material	m ³	20		
106.01.02	Using imported selected material	m ³	20		
106.01.03	Using imported non-cohesive material	m ³	20		
106.01.05	Using stabilized material	m ³	20		
106.02	The casting of in situ concrete in bedding and the encasing of pipes (Class 20/19 concrete)	m ³	15		
106.03	Soilcrete	m ³	20		
106.04	Service duct pipes				
106.04.01	Ordinary pipes				
106.04.01.01	NexTube DN110 or similar approved	m	240		
106.04.03	Pipe fittings				
106.04.03.01	NexTube end plug for DN110 pipes or similar approved	no	40		
106.04.03.04	NexTube spacer module for DN110 pipes or similar approved	no	20		
106.05	Duct markers	no	40		
TOTAL CARRIED TO SUMMARY					R -
Signature of person authorised to sign the tender:					
				Date	

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 1 : ANCILLARY WORK				
	SECTION 107: DAYWORKS				
LI B107.01	Labour during normal working hours				
107.01.01	Unskilled labour	h	250		
107.01.02	Semi-skilled labour	h	250		
107.01.03	Skilled labour	h	100		
B107.02	Extra-over item B107.01 for charges and overheads				
107.02.01	Unskilled labour	%	10		R 0.00
107.02.02	Semi-skilled labour	%	10		R 0.00
107.02.03	Skilled labour	%	10		R 0.00
B107.03	Construction Equipment				
107.03.01	Tipper Truck 6m ³ capacity	day	15		
107.03.02	TLB Backhoe loaders (Mass 7 - 8 ton)	day	15		
107.03.05	Generator (15kVA)	day	5		
107.03.08	Milling machine (W350 or equivalent)	day	Rate only		
107.03.09	Pneumatic Roller (14 - 21 ton)	day	10		
107.03.10	Single drum vibratory padfoot roller (7 - 10 ton)	day	10		
107.03.11	Single drum vibratory smooth roller (7 - 10 ton)	day	10		
107.03.12	Pedestrian roller (500 - 550kg, width 390mm)	h	50		
107.03.13	Pedestrian roller (1000 - 1500kg, width 900mm)	h	50		
107.03.14	Compressor (185 cfm) including 2 drills and hoses	h	50		
107.03.15	Concrete Mixer (250 litre)	h	50		
B107.04	Transport of Construction Plant				
107.04.01	Flatbed truck (2 - 4 ton)	km	500		
107.04.02	Lowbed (30 - 40 ton)	km	500		
TOTAL CARRIED TO SUMMARY					R -
Signature of person authorised to sign the tender:				Date	

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
201.02	<p>SERIES 2 : EARTHWORKS</p> <p>SECTION 201 : General</p> <p>Temporary stockpiling of material</p>	m ³	50		
TOTAL CARRIED TO SUMMARY					R -
Signature of person authorised to sign the tender:				Date	

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SERIES 2 : EARTHWORKS					
SECTION 202 : Trenching					
202.01	Trench excavation				
202.01.02	Over 1,0m and up to 2,0m wide				
202.01.02.01	Up to 1,0m deep	m ³	30		
202.01.02.02	Over 1,0m deep and up to 1,5m deep	m ³	50		
202.01.02.03	Over 1,5m deep and up to 2,0m deep	m ³	50		
202.01.02.04	Over 2,0m deep and up to 2,5m deep	m ³	50		
202.01.02.05	Over 2,5m deep and up to 3,0m deep	m ³	10		
202.02	Extra over items 202.01, 202.03 and 202.09 for excavating in -				
202.02.01	Intermediate material	m ³	190		
202.02.02	Hard material	m ³	10		
202.03	Excavations outside the normal trench profile	m ³	20		
202.04	Hand excavation (extra over item 202.01)	m ³	190		
202.06	The backfilling of trenches (excluding the backfill around the pipe barrel) with material obtained from excavations	m ³	190		
202.07	Extra over items 202.06 and 202.13 for using backfill material obtained -				
202.07.02	From sources provided by the contractor	m ³	100		
TOTAL CARRIED FORWARD					R -
Signature of person authorised to sign the tender:				Date	
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					R 0.00
202.10	Removal of spoil material -				
202.10.02	To dumping areas to be provided by Contractor	m ³	100		
202.12	Extra over item 202.06 for additional compaction of backfill to 93% of modified AASHTO density in road reserves	m ³	190		

Part C2: Pricing Data

202.13	Backfilling trenches with soilcrete	m ³	100		
202.15	Reinstatement of bitumen surfaced roads	m ²	240		
TOTAL CARRIED TO SUMMARY					R -
Signature of person authorised to sign the tender:				Date	

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SERIES 2 : EARTHWORKS					
SECTION 203 : MASS EARTHWORKS					
203.01	Excavation and borrow to fill				
203.01.01	Compaction to 90% of modified AASHTO density	m ³	200		
203.01.03	Twelve pass roller compaction	m ³	100		
B203.01.04	Compaction to 93% of modified AASHTO density	m ³	100		
203.02	Extra over item 203.01 for excavating in				
203.02.02	Hard material	m ³	10		
203.03	Excavate and spoil of -				
203.03.01	Soft material	m ³	50		
203.03.03	Hard material	m ³	50		
203.08	Roadbed preparation and compaction to 90% of modified AASHTO density	m ³	100		
203.09	Material bladed to windrow	m ³	50		
LI 203.11	Finishing off slopes				
203.11.01	Excavation slopes	m ²	500		
203.11.02	Fill slopes	m ²	500		
203.14	Extra over items 203.01 for borrowing material from sources to be supplied by the Contractor	m ³	100		
203.15	Extra over items 203.03 and 203.04 for disposing of spoil material to sites to be provided by the contractor	m ³	50		
B203.16	Excavation and borrow to stockpile				
B203.16.01	Soft excavation	m ³	100		
B203.16.02	Hard excavation	m ³	100		
B203.16.03	Boulder Excavation Class A	m ³	100		
B203.16.04	Boulder excavation Class B	m ³	100		
TOTAL CARRIED TO SUMMARY					R -
Signature of person authorised to sign the tender:				Date	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 5 : DRAINAGE AND EROSION PROTECTION				
	SECTION 501 : SUBSURFACE DRAINS AND DRAINAGE BLANKETS				
501.01	Crushed stone				
501.01.02.02	19mm nominal aggregate size	m ³	200		
501.04	Geotextiles				
501.04.02	Bidim grade A2 (1.6mm thick) or equivalent approved	m ²	1,000		
501.05	Pipes in subsurface drains				
501.05.01	Nextube pipes (or similar approved)				
501.05.01.01	Drainex DN75 (or similar approved)	m	Rate Only		
501.05.01.02	Drainex DN110 (or similar approved)	m	1,500		
501.07	Concrete outlet structure for subsurface drains, including formwork, Class 20/19 concrete (See drawing STD-023)	m ³	16		
TOTAL CARRIED TO SUMMARY					R -

Signature of person authorised to sign the tender:	Date

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 5 : DRAINAGE AND EROSION PROTECTION				
	SECTION 502 : PREFABRICATED CULVERTS AND STORMWATER SEWERS				
502.02	Supplying and laying of concrete pipe culverts (type SC-pipes)				
502.02.03	Class B bedding / Class 100D				
502.02.03.01	450 mm Ø	m		Rate only	
502.02.03.02	525 mm Ø	m		Rate only	
502.02.03.03	675 mm Ø	m		Rate only	
502.02.03.04	1050 mm Ø	m		Rate only	
502.10	Cast in situ concrete				
502.10.03	Inlet and outlet structures, catchpits, manholes and junction boxes excluding formwork, but including U2 surface finish				
502.10.03.01	Class 25/19	m ³	15		
502.13	Welded-steel fabric				
502.13.03	Reference 395	kg	100		
502.14	Reinforcement				
502.14.01	Mild steel				
502.14.01.01	8 mm dia.	t	1		
502.14.02	High-yield-stress steel				
502.14.02.01	8 mm dia.	t	1		
502.14.02.02	12 mm dia.	t	1		
TOTAL CARRIED FORWARD					R -

Signature of person authorised to sign the tender:				Date	
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	TOTAL BROUGHT FORWARD				R -
502.17	Brick work				

Part C2: Pricing Data

LI 502.17.02	230mm thick	m ²	100		
LI 502.18	Plaster	m ²	30		
LI 502.19	Benching	m ²	50		
502.20	Accessories				
502.20.01	Manhole covers including frames (See drawing STD004 - Sheet 7)				
502.20.01.01	Combination precast concrete SANS Type 4 Precast Concrete Medium Duty	no	rate only		
502.20.01.02	Frame and Cover SANS class D 400 Ductile Iron (Incl. Hinge)	no	5		
502.20.03	Step Irons	no	10		
502.20.04	Precast concrete elements				
502.20.04.01	Catchpit cover slabs Class 25/19 concrete (See drawing STD003 - Sheet 2)				
502.20.04.01.01	Splayed corner slab 1.5m long	no	10		
502.20.04.01.02	Rectangular slab 1.5m long	no	10		
502.20.04.02	Junction box cover slab Class 25/29 concrete (See drawing STD004 - Sheet 1)				
502.20.04.02.01	Span (L) 1,0m	no	10		
502.20.05	Catchpit steel frame (see drawing STD003 - Sheet 2)	no	Rate only		
LI 502.23	Cleaning existing culverts (Stormwater structures)	m ³	3		
TOTAL CARRIED TO SUMMARY					R -

Signature of person authorised to sign the tender:	Date

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 5 : DRAINAGE AND EROSION PROTECTION				
	SECTION 503 : KERBING AND CHANNELLING				
LI 503.01	Concrete kerbing Class 20/19 insitu Cast (See drawing/s STD007)				
503.01.01	Edge beam	m	360		
503.01.02	300mm Sloping kerb	m	360		
502.01.03	400mm Sloping kerb	m	260		
503.01.04	500mm Sloping kerb	m	260		
LI 503.02	Concrete kerbing-channelling combination (See Drawing STD 007)				
503.02.01	Semi-vertical kerb (Fig. 7 precast) with 20/19 concrete channel	m	750		
503.02.02	Barrier kerb (Fig. 3 precast) with 20/19 concrete channel	m	750		
LI 503.03	Transition sections (see drawing STD 007)				
503.03.01	Transition 2m long from Sloping Kerb to Edge Beam	no	16		
503.03.02	Transition 2m long from Semi Vertical Kerb to Edge Beam	no	16		
503.03.03	Transition 2m long from Sloping Kerb to Semi Vertical Kerb (FIG7)	no	10		
TOTAL CARRIED TO SUMMARY					R -

Signature of person authorised to sign the tender:	Date

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
SERIES 6 : ROADS AND PARKING AREAS						
SECTION 601: GRAVEL PAVEMENT LAYERS						
601.01	Preparation and compaction of in situ subgrade material to -					
601.01.02	93% of modified AASHTO density	m ³	105			
601.02	Gravel layers constructed from material obtained from Borrow pits (commercial sources):					
601.02.01	Subgrade					
601.02.01.01	150mm compacted to 90% of modified AASHTO density	m ³	50			
601.02.01.02	150mm compacted to 93% of modified AASHTO density	m ³	50			
601.02.02	Subbase					
601.02.02.01	150 mm Compacted to 95% of modified AASHTO density	m ³	50			
601.02.02.02	150mm Compacted to 97% of modified AASHTO density	m ³	50			
601.03	Gravel layers constructed from material obtained from excavations / stockpile					
601.03.01	Subgrade					
601.03.01.01	150mm compacted to 90% of modified AASHTO density	m ³	30			
601.03.01.02	150mm compacted to 93% of modified AASHTO density	m ³	30			
601.03.04	Selected					
601.03.04.01	150mm compacted to 93% of modified AASHTO density	m ³	30			
601.03.04.02	150mm compacted to 95% of modified AASHTO density	m ³	30			
TOTAL CARRIED TO SUMMARY					R	-

Signature of person authorised to sign the tender:	Date

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 6 : ROADS AND PARKING AREAS				
	SECTION 602 : CHRUSH-STONE PAVEMENT LAYERS				
602.01	Crushed-stone base constructed with material obtained from				
602.01.01	Commercial sources				
602.01.01.01	G1 material compacted to 86% of apparent density	m ³	100		
602.01.01.02	G2 material compacted to 86% of apparent density	m ³	100		
TOTAL CARRIED TO SUMMARY					R -

Signature of person authorised to sign the tender:	Date

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 6 : ROADS AND PARKING AREAS				
	SECTION 604 : STABILIZATION				
604.01	Chemical stabilization, extra over unstabilized compacted layers				
604.01.01	Sub base	m ³	200		
604.02	Chemical stabilizing agent				
B604.02.01	Cement - CEMII B-V 32.5 N	t	10		
604.04	Application of a curing membrane which consists of				
604.04.01	Bituminous emulsion 55% net bitumen	l	750		
TOTAL CARRIED TO SUMMARY					R -

Signature of person authorised to sign the tender:	Date

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 6 : ROADS AND PARKING AREAS				
	SECTION 606 : ASPHALT BASE AND SURFACING				
	SECTION 605: PRIME COAT				
605.01	Prime coat				
605.01.02	MC-30 cut-back bitumen (or similarly approved)	l	1000		
605.02	Aggregate for blinding				
605.02.01	Crusher dust or similar as specified by engineer	m ³	50		
TOTAL CARRIED TO SUMMARY					R -
Signature of person authorised to sign the tender:				Date	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SERIES 6 : ROADS AND PARKING AREAS					
SECTION 606 : ASPHALT BASE AND SURFACING					
606.01	Asphalt Base 150mm layers				
606.01.01	Using 4.5%, 50/70 Pen Bitumen				
606.01.01.01	Continuously graded	m ²	1000		
606.02	Asphalt surfacing 30mm layers				
606.01.01	Using 5.0%, 50/70 Pen Bitumen				
606.01.01.01	Continuously graded (Medium)	m ²	1000		
606.05	Tack coat of 30% stable grade emulsion	l	750		
606.10	Saw-cutting of asphalt, asphalt base or paving (depth of cut indicated)				
606.10.01	Asphalt (0-100mm Depth)	m	Rate only		
TOTAL CARRIED TO SUMMARY					R -
Signature of person authorised to sign the tender:				Date	

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 6 : ROADS AND PARKING AREAS				
	SECTION 609 : SEGMENTED PAVING				
LI 609.01	Construction of segmental block paving made from -				
609.01.01	50mm (200x100) Grey bevel type S-A pavers, class 25, in accordance with the Typical Standard Details of Tshwane Drawing STD 008				
609.01.01.01	Islands	m ²	600		
609.01.01.02	Sidewalks	m ²	1500		
609.01.02	50mm (200x100) Terra Cotta (Red) bevel type S-A pavers, class 25, as per drawing STD 008				
609.01.02.01	Islands	m ²	560		
609.01.02.02	Sidewalks	m ²	700		
609.01.03	80mm (200x100) Interlocking type S-B pavers, class 25, in accordance with the Typical Standards details of of the City of Tshwane Drawing STD 008 and STD 015				
609.01.03.01	Bus and Taxi Bays	m ²	600		
LI 609.03	The construction of edge restraints with:				
609.03.01	Figure 10 Precast concrete kerb, According to Drawing no STD 008	m	800		
609.03.02	In situ cast concrete, class 25, according to Drawing No STD008	m	300		
TOTAL CARRIED FORWARD					R -
Signature of person authorised to sign the tender:					
				Date	

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					R -
LI 609.04	Lifting of existing segmental paving, loading and transporting it to the stockpile or site specified in the Project Specifications				
609.04.01	Segmental blocks	m ²	400		
609.04.01	Concrete slab paving	m ²	400		
LI B 609.06	Construction of pedestrian ramps for the disabled (See Draft Drawing STD 009)				
B609.06.01	Tactile block pavers (400x400)				
B609.06.01.01	Grey colour	m ²	100		
B609.06.01.02	Red (Terra Cotta) colour	m ²	75		
B609.06.02	Tactile block pavers (300x300)				
B609.06.02.01	Grey colour	m ²	100		
B609.06.02.02	Red (Terra Cotta) colour	m ²	75		
TOTAL CARRIED TO SUMMARY					R -
Signature of person authorised to sign the tender:				Date	

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 6 : ROADS AND PARKING AREAS				
	SECTION 610 : CONCRETE PAVEMENTS				
LI 610.01	Concrete pavement				
610.01.01	100mm thick walkways and cycle tracks with Class 25 / 19 concrete and U2 concrete finish in accordance to Drawing STD 008	m ²	900		
610.01.02	125mm thick vehicle entrances with Class 25 / 19 concrete and U2 finish in accordance to Drawing STD 008	m ²	500		
LI 610.02	Texturing and curing of concrete pavement				
610.02.01	Curing (Curing compound or alternative method to be approved by the engineer and applied according to the suppliers specification)	m ²	1400		
TOTAL CARRIED TO SUMMARY					R -

Signature of person authorised to sign the tender:	Date

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 6 : ROADS AND PARKING AREAS				
	SECTION 611 : GUARDRAILS				
LI 611.01	Guardrails on timber posts				
611.01.01	Galvanized	m	1200		
LI 611.02	Guardrails on steel posts				
611.02.01	Galvanized	m	20		
611.03	Extra over items 611.01 and 611.02 for horizontally curved guardrails, factor bent to a radius of less than 150m	m	100		
LI 611.04	End units				
611.04.01	End wings	no	40		
611.04.02	Terminal section in accordance with STD013 where single guardrail sections are used.	no	30		
611.04.03	Terminal section in accordance with drawing, where double guardrail sections are used	no	10		
LI 611.05	Additional guardrail posts				
611.05.01	Timber	no	50		
611.05.02	Steel	no	10		
LI 611.06	Reflector plates				
TOTAL CARRIED FORWARD					R -

Signature of person authorised to sign the tender:	Date

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					R -
LI 611.07	Dismantling existing guardrails and posts				
611.07.01	Dismantling guardrails	m	100		
611.07.02	Removing posts	no	35		
LI 611.09	Re-erection of dismantled guardrails with newly treated timber posts				
		m	100		
B611.10	Installation of new galvanized double rail guardrails on 2,4m timber posts	m	30		
B611.11	E/O for installation of timber posts in hard material	no	200		
B611.12	Removal and reinstatement of concrete	m ³	20		
B611.13	Removal and reinstatement of any paving brick	m ²	50		
B611.14	Removal and reinstatement of asphalt	m ³	20		
TOTAL CARRIED TO SUMMARY					R -

Signature of person authorised to sign the tender:	Date

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 6 : ROADS AND PARKING AREAS				
	SECTION 612 : TRAFFIC SIGNS				
LI B612.07.01	Supply and Installation of Permanent Sign Support				
612.07.01.01	Galvanized square hollow tube (50 x 50mm x 2mm wall thickness) including base plate and top cap	m	160		
612.07.01.02	Galvanized square hollow tube complete with base plate to match break away footing (50mm x 50mm x 2mm wall thickness) including top cap	m	70		
612.07.01.03	Galvanized D section hollow tube complete with base plate to match break away footing (76mm x 2mm wall thickness) including top cap	m	70		
612.07.01.04	Galvanized round section hollow tube (76mm \emptyset x 2mm wall thickness) including base plate and top cap	m	1,800		
612.07.01.05	Galvanized round section hollow tube (100mm \emptyset x 3mm wall thickness) including base plate and top cap	m	330		
612.07.01.06	Galvanized D section hollow tube (76mm \emptyset x 2mm wall thickness) including base plate and top cap	m	1,640		
612.07.01.07	Installation of poles supplied by CoT (when reinstalling poles, no separate payment will be made for standard signs that may have to removed and reinstalled).	m	510		
TOTAL CARRIED FORWARD					R -

Signature of person authorised to sign the tender:	Date

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					R -
B612.07.01.08	Supply and welding of 200mm x 200mm galvanized base plate to pole where requested by Engineer	no	160		
B612.07.01.09	E/O for the installation of pole in 20 MPa concrete footing where instructed by Engineer	m ³	30		
B612.07.01.10	E/O for the installation of pole in hard material	m ³	20		
LI B612.07.02	Dismantling of Existing Traffic Signs - Dismantling of ground mounted traffic signs and related materials to be re-installed later (To be stacked in yard approved by Engineer. A stock list of these materials to be provided with monthly payment certificates. All costs for transporting and storing of the traffic signs and related materials shall be deemed to be included in the rates and no separate payment shall be made).				
B612.07.02.01	Signs	m ²	70		
B612.07.02.02	Poles	m	330		
B612.07.02.03	Break-away footing	no	3		
B612.07.02.04	Removal and reinstatement of any paving bricks	m ²	120		
B612.07.02.05	Removal of any concrete and reinstatement with 20 MPa concrete	m ³	20		
B612.07.02.06	Removal and reinstatement of asphalt	m ³	3		
TOTAL CARRIED FORWARD					R -

Signature of person authorised to sign the tender:	Date

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					R -
LI B612.07.03	Supply and Installation Class 1 Engineering Grade Prismatic or Class 3 High Intensity Prismatic reflective sheeting on 1,4mm chromadek treated flat sheeting backing plate and 25mm radius corners on all square signs without frames. For signs requiring frame and brackets, or unistruts, refer to STD018 3 of 3 as indicated in the drawings.				
	Regulatory signs (Class 1)				
612.07.03.01	Signs R1 to R6, R101 to R140, R201 to R241, R301 to R354, R401 to R403, R501 to R506, R510 to R512, R520 to R523, R530 to R540, R560 to R583.	m ²	500		
	Warning Signs (Class 1)				
612.07.03.02	Signs W101 to W119, W201 to W218, W301 to W363	m ²	230		
	Warning Signs (Class 3)				
612.07.03.03	Signs W401 to W406, W412 to W417, W407 to W411, W401 and R103 combination sign.	m ²	180		
	Regulatory & warning signs combination Class 1				
612.07.03.4	Without frames on 1.4mm chromadek flat sheeting	m ²	20		
612.07.03.4.1					
612.07.03.4.2	1.4mm chromadek flat sheeting with square tubing frames	m ²	20		
612.07.03.4.3	1mm thick chromadek profiled sheeting	m ²	30		
	Information signs (Class 1)				
612.07.03.07	IN1 to IN19	m ²	20		
612.07.03.08	Installation of signs up to 3m2 supplied by CoT	m ²	70		
612.07.03.09	Installation of signs >3m2 supplied by CoT	m ²	30		
612.07.03.10	E/O for using Class 3 High Intensity Prismatic Reflective Material	m ²	10		
612.07.03.11	E/O for using Class 4 Full Prismatic Reflective Material	m ²	10		
TOTAL CARRIED FORWARD					R -

Signature of person authorised to sign the tender:	Date

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					R -
	Supply and Installation of custom designed guidance and tourism signs				
612.07.03.12	Ground mounted signs (1mm thick chromadek treated profiled sheeting) with Class 3 High Intensity Prismatic lettering, border and symbols on a class 1 Engineering Grade Prismatic background complete with Z profile and brackets. For Z profile and brackets detail, refer to drawing ST018, Page 3 of 3.				
612.07.03.12	Signs up to 5m ²	m ²	70		
612.07.03.13	Signs >5m ² up to 10m ²	m ²	30		
612.07.03.14	Signs >10m ²	m ²	20		
612.07.03.15	Ground mounted signs (1.4mm thick chromadek treated flat sheeting) with class 3 High Intensity Prismatic lettering, border & symbols on a class 1 Engineering Grade Prismatic background complete with square tubing frame. Square tubing frame as per STD018, Page 3 of 3	m ²	20		
612.07.03.16	Overhead signs (1mm thick chromadek treated profiled sheeting) with class 4 High Intensity Prismatic lettering, border and symbols on a class 3 Engineering Grade Prismatic background complete with Z profile and brackets (Structural design must be according to SARTSM Volume 2). All plant and equipment for manufacture and installation as well as traffic accomodation to be included in the rate.	m ²	20		
TOTAL CARRIED FORWARD					R -

Signature of person authorised to sign the tender:	Date

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					R -
612.07.03.17	Supply and Installation of Custom Designed GL Locality signs including street name signs GL1 (as per STD018, Page 1 of 3) Matt black cut out lettering, arrow and border on class 1 Engineering Grade Prismatic reflective sheeting background on 2mm galvanized treated backing board complete with 360° wrap around clamp or 180° complete with galvanized bolts, washers and 6mm galvanized rivets to match 76mm Ø sign supports & existing signs.				
612.07.03.17	Type 1 (height = 170mm, 105mm font)	m ²	820		
...17.01	Supply only of item 612.07.03.17, excluding instalation, to any allocated property (Stores) with in the Tshwane boundaries for safe storage as indicated by the Employer agent	m ²	200		
...17.02	Collecting of stored item 612.07.03.17.01 from any allocated Tshwane property and the instalation thereof as instructed by the Employer agent.	no	1,000		
612.07.03.18	Type 2 (height = 205 mm, 140mm font)	m ²	20		
612.07.03.19	Type 3 (height = 205mm, 140mm font)	m ²	20		
612.07.03.20	Supply and fit overlays on existing GL1 signs per side to accommodate name alterations (removal of street name board, removal of existing reflective material, cleaning of existing signs and reinstallation onto the street name pole to be included in this rate)	m ²	160		
612.07.03.21	Supply and Installation of Temporary High Visibility Signs and Devices for accommodation of traffic. All signs and devices to be in compliance with legislation and the SA Road Traffic Signs Manual Volume 2 Chapter 13 Standard regulatory signs with class 3 High Intensity Prismatic material (or matt black vinyl) on 1,4mm chromadek treated backing plate.	m ²	30		
612.07.03.22	Standard warning signs with class 3 High Intensity Prismatic material (or matt black vinyl) on 1,4mm chromadek treated backing plate	m ²	20		
TOTAL CARRIED FORWARD					R -

Signature of person authorised to sign the tender:	Date

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					R -
612.07.03.23	All other temporary signs in Class 3 with square tubing frame on 1.4mm flat sheeting	m ²	20		
612.07.03.24	Standard regulatory signs with class 3 High Intensity Prismatic material (or matt black vinyl) on 1,4mm chromadek treated backing plate on stands (For detail of stands refer to Drawing STD 018)	m ²	20		
612.07.03.25	Standard warning signs with class 3 High Intensity Prismatic material (or matt black vinyl) on 1,4mm chromadek treated backing plate on stands (For detail of stands refer to Drawing STD 018)	m ²	20		
612.07.03.26	All other temporary signs in Class 3 with square tubing frame on 1.4mm flat sheeting on stands (For detail of stands refer to Drawing STD 018)	m ²	20		
LI B612.07.07	Supply and installation of durable collapsible PVC delineators (TW401/TW402) complete with heavy duty base. Blade and base to be supplied with a locking system to prevent blade loss				
612.07.07.01	200mm x 800mm single sided (Class 3 High Intensity Prismatic Reflective Material)	No.	30		
612.07.07.02	200mm x 800mm double sided (Class 3 High Intensity Prismatic Reflective Material)	No.	30		
B612.07.08	Supply and installation of PVC "water filled" type barriers (1,8m x 1m high) manufactured from a durable UV stabilized polyethylene	No.	30		
TOTAL CARRIED TO SUMMARY					R -

Signature of person authorised to sign the tender:	Date

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 6 : ROADS AND PARKING AREAS				
	SECTION 613 : TRAFFIC MARKINGS				
B613.07.01	Thermoplastic - 1,2mm thick Longitudinal lines (high pressure machine / vehicle application only)				
	White lines (broken or unbroken)				
613.07.01.01	100mm wide	m	7600		
613.07.01.02	150mm wide	m	8500		
613.07.01.03	200mm wide	m	1700		
	Yellow lines (broken or unbroken)				
613.07.01.04	100mm wide	m	4200		
613.07.01.05	150mm wide	m	1600		
B613.07.02	Reflective road marking waterborne paint Longitudinal lines (high pressure machine / vehicle application only)				
	Red lines (Broken or unbroken)				
613.07.02.01	100mm wide	m	200		
613.07.02.02	150mm wide	m	1000		
B613.07.03	Cold Plastic - 2mm thick				
613.07.03.01	White lettering and symbols	m ²	1620		
613.07.03.02	Yellow lettering and symbols	m ²	220		
613.07.03.03	Transverse lines (any colour)	m ²	1160		
613.07.03.04	Painted island & arrestor bed markings (any colour)	m ²	540		
	Reflective road marking waterborne paint (Handwork - high pressure equipment only)				
LI B613.07.04	Kerb Markings (any colour)	m ²	100		
TOTAL CARRIED FORWARD					R -

Signature of person authorised to sign the tender:	Date

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					R -
LI B613.07.05	Road surface accessories and Road Marking related works				
613.07.05.01	Removal of road marking 2 mm thickness or less by means of sandblasting, waterblasting or any other approved method	m ²	200		
613.07.05.02	Removal of road marking greater than 2 mm thickness by means of sandblasting, waterblasting or any other approved method	m ²	160		
613.07.05.03	Removal of standard roadstuds (flat base type)	no	60		
613.07.05.04	Removal of bedded roadstuds (amourlights or similar - core drill bedded type) and filling of cap with suitable bitumen filler.	no	60		
613.07.05.09	Pre-marking for machine application new lines colour to match marking colour.	m	28000		
613.07.05.10	Pre-marking for symbols, words, etc new hand application	m ²	3000		
613.05.01	Supply and fit of SANS approved single sided roadstud	no	400		
613.05.02	Supply and fit of SANS approved double sided roadstud	no	300		
TOTAL CARRIED TO SUMMARY					R -

Signature of person authorised to sign the tender:	Date

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 6 : ROADS AND PARKING AREAS				
	SECTION B615 : BOLLARDS				
LI B615.01	Removal of any bollard	no	50		
LI B615.02	Installation of any bollard supplied by CoT	no	50		
LI B615.03	Supply and installation of bollards:				
615.03.01	150mm Ø reinforced concrete bollard	no	50		
615.03.02	250mm Ø reinforced concrete bollard	no	200		
615.03.03	250mm Ø reinforced concrete bollard with exposed aggregate surface	no	100		
615.03.04	325mm Ø reinforced concrete bollard with exposed aggregate surface	no	50		
615.03.05	"Helen Joseph" type reinforced concrete bollards	no	50		
615.03.06	"Helen Joseph" type powder coated steel bollards	no	50		
615.03.07	"Helen Joseph" removable type powder coated steel bollards	no	50		
615.03.08	E/O for installation of bollards in hard material	no	50		
LI B615.04	Removal and reinstatement of paving:				
615.04.01	Removal of concrete	m ³	20		
615.04.02	Removal of any paving brick	m ²	100		
615.04.03	Removal of asphalt	m ³	20		
615.04.04	Reinstate concrete	m ²	20		
615.04.05	Reinstate any paving brick	m ²	100		
615.04.06	Reinstate asphalt	m ³	20		
TOTAL CARRIED TO SUMMARY					R -

Signature of person authorised to sign the tender:	Date

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 6 : ROADS AND PARKING AREAS				
	SECTION B616 : BALUSTRADES				
LI B616.01	Removal of any size steel stanchions:				
616.01.01	with bolted baseplate and slip joints handrailing	no	10		
616.01.02	with bolted baseplate and welded handrailing ≤ 50mm Ø	no	10		
616.01.03	with bolted baseplate and welded handrailing > 50mm Ø ≤ 100mm Ø	no	10		
616.01.04	with bolted baseplate and welded handrailing > 100mm Ø	no	10		
616.01.05	embedded in concrete; stanchion ≤ 50mm Ø	no	10		
616.01.06	embedded in concrete; stanchion > 50mm Ø ≤ 100mm Ø	no	10		
616.01.07	embedded in concrete; stanchion > 100mm Ø	no	10		
LI B616.02	Removal of steel handrailing:				
616.02.01	with slip joints ≤ 50mm Ø	m	20		
616.02.02	with slip joints > 50mm Ø	m	20		
616.02.03	with welded handrailing ≤ 50mm Ø	m	20		
616.02.04	with welded hand railing > 50mm Ø ≤ 100mm Ø	m	20		
616.02.05	with welded hand railing > 100mm Ø	m	20		
TOTAL CARRIED FORWARD					R -

Signature of person authorised to sign the tender:	Date

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					R -
LI B616.03	Installation of hollow tube galvanized stanchions $\leq 50\text{mm } \varnothing$ and 2mm wall thickness with:				
616.03.01	baseplate bolted to concrete slab for slip joints $\leq 50\text{mm } \varnothing$	no	50		
616.03.02	baseplate bolted to concrete slab and welded to handrailing $\leq 50\text{mm } \varnothing$	no	50		
616.03.03	baseplate bolted to concrete slab and welded to handrailing $> 50\text{mm } \varnothing \leq 100\text{mm } \varnothing$	no	50		
616.03.04	baseplate bolted to concrete slab and welded to handrailing $> 100\text{mm } \varnothing$	no	50		
616.03.05	baseplate embedded 150mm deep in 40MPa concrete footing	no	50		
616.03.06	baseplate embedded 150mm deep in 40MPa concrete welded	no	50		
616.03.07	baseplate embedded 150mm deep in 40MPa concrete welded	no	50		
LI B616.04	Installation of galvanised hollow tube handrailing size as indicated:				
616.03.01	slip joints "X" $\leq 50\text{mm } \varnothing$	m	100		
616.03.02	welded joints "X" $\leq 50\text{mm } \varnothing$	m	100		
616.03.03	welded joints "X" $> 50\text{mm } \varnothing \leq 76\text{mm } \varnothing$	m	100		
616.03.04	welded joints "X" $> 76\text{mm } \varnothing \leq 110\text{mm } \varnothing$	m	100		
LI B616.05	Removal of timber balustrades	m	250		
TOTAL CARRIED FORWARD					R -

Signature of person authorised to sign the tender:	Date

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					R -
LI B616.06	Installation of timber balustrades supplied by CoT (1m up to 1.8m high):	no	200		
LI B616.07	Supply and Installation of timber balustrade posts:				
616.07.01	1,0m high posts for single rail	no	100		
616.07.02	1,5m high post for double rails	no	100		
616.07.03	1,8m long post for 3 rails	no	100		
LI B616.08	Supply and Installation of timber balustrade horizontal element	m	200		
TOTAL CARRIED TO SUMMARY					R -

Signature of person authorised to sign the tender:	Date

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 6 : ROADS AND PARKING AREAS				
	SECTION B617 : ASPHALT SPEED HUMP WORK PACKAGE (as per drawing STD016, sheet 1 of 7)				
LI B617.01	Construction of asphalt speed hump work package as per road width				
617.01.01	From 4.5m and up to 5.0m	no	9		
617.01.02	Exceeding 5.0m and up to 5.5m	no	9		
617.01.03	Exceeding 5.5m and up to 6.0m	no	13		
617.01.04	Exceeding 6.0m and up to 6.5m	no	16		
617.01.05	Exceeding 6.5m and up to 7.0m	no	20		
617.01.06	Exceeding 7.0m and up to 7.5m	no	17		
617.01.07	Exceeding 7.5m and up to 8.0m	no	13		
617.01.08	Exceeding 8.0m and up to 8.5m	no	10		
617.01.09	Exceeding 8.5m and up to 9.0m	no	10		
617.01.10	Exceeding 9.0m and up to 9.5m	no	5		
617.01.11	Exceeding 9.5m and up to 10.0m	no	5		
617.01.12	Exceeding 10.0m and up to 10.5m	no	5		
617.01.13	Exceeding 10.5m and up to 11.0m	no	3		
617.01.14	Exceeding 11.0m and up to 11.5m	no	3		
617.01.15	Exceeding 11.5m and up to 12.0m	no	3		
617.01.16	Exceeding 12.0m and up to 12.5m	no	3		
TOTAL CARRIED TO SUMMARY					R -

Signature of person authorised to sign the tender:	Date

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 6 : ROADS AND PARKING AREAS				
	SECTION B618 : ASPHALT RAISED PEDESTRIAN CROSSING WORK PACKAGE (as per drawing STD016, sheet 2 of 7)				
LI B618.01	Asphalt raised pedestrian crossing work package as per road width				
618.01.01	From 4.5m and up to 5.0m	no	5		
618.01.02	Exceeding 5.0m and up to 5.5m	no	5		
618.01.03	Exceeding 5.5m and up to 6.0m	no	8		
618.01.04	Exceeding 6.0m and up to 6.5m	no	7		
618.01.05	Exceeding 6.5m and up to 7.0m	no	12		
618.01.06	Exceeding 7.0m and up to 7.5m	no	10		
618.01.07	Exceeding 7.5m and up to 8.0m	no	6		
618.01.08	Exceeding 8.0m and up to 8.5m	no	6		
618.01.09	Exceeding 8.5m and up to 9.0m	no	6		
618.01.10	Exceeding 9.0m and up to 9.5m	no	3		
618.01.11	Exceeding 9.5m and up to 10.0m	no	3		
618.01.12	Exceeding 10.0m and up to 10.5m	no	3		
618.01.13	Exceeding 10.5m and up to 11.0m	no	2		
618.01.14	Exceeding 11.0m and up to 11.5m	no	2		
618.01.15	Exceeding 11.5m and up to 12.0m	no	2		
618.01.16	Exceeding 12.0m and up to 12.5m	no	2		
TOTAL CARRIED FORWARD					R -

Signature of person authorised to sign the tender:	Date

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					R -
LI B618.02	Asphalt raised pedestrian crossing work package as per road width at traffic circles				
618.02.01	From 4.5m and up to 5.0m	no	3		
618.02.02	Exceeding 5.0m and up to 5.5m	no	3		
618.02.03	Exceeding 5.5m and up to 6.0m	no	4		
618.02.04	Exceeding 6.0m and up to 6.5m	no	4		
618.02.05	Exceeding 6.5m and up to 7.0m	no	4		
618.02.06	Exceeding 7.0m and up to 7.5m	no	4		
618.02.07	Exceeding 7.5m and up to 8.0m	no	4		
618.02.08	Exceeding 8.0m and up to 8.5m	no	4		
618.02.09	Exceeding 8.5m and up to 9.0m	no	3		
618.02.10	Exceeding 9.0m and up to 9.5m	no	2		
618.02.11	Exceeding 9.5m and up to 10.0m	no	2		
618.02.12	Exceeding 10.0m and up to 10.5m	no	2		
618.02.13	Exceeding 10.5m and up to 11.0m	no	2		
618.02.14	Exceeding 11.0m and up to 11.5m	no	2		
618.02.15	Exceeding 11.5m and up to 12.0m	no	1		
618.02.16	Exceeding 12.0m and up to 12.5m	no	1		
TOTAL CARRIED TO SUMMARY					R -

Signature of person authorised to sign the tender:	Date

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 6 : ROADS AND PARKING AREAS				
	SECTION B619 : ASPHALT TRAFFIC CIRCLE WORK PACKAGE				
LI B619.01	Construction of Three-legged Traffic Circle work package as per raised circle diameter (drawing STD016, sheet 3 of 7)				
619.01.01	From 2.0m and up to 3.0m	no	5		
619.01.02	Exceeding 3.0m and up to 4.0m	no	6		
619.01.03	Exceeding 4.0m and up to 5.0m	no	5		
619.01.04	Exceeding 5.0m and up to 6.0m	no	4		
619.01.05	Exceeding 6.0m and up to 7.0m	no	4		
619.01.06	Exceeding 7.0m and up to 8.0m	no	4		
619.01.07	Exceeding 8.0m and up to 9.0m	no	4		
619.01.08	Exceeding 9.0m and up to 10.0m	no	4		
LI B619.02	Construction of Four-legged Traffic Circle work package as per raised circle diameter (as per drawing STD016, sheet 4 of 7)				
619.02.01	From 2.0m and up to 3.0m	no	5		
619.02.02	Exceeding 3.0m and up to 4.0m	no	4		
619.02.03	Exceeding 4.0m and up to 5.0m	no	4		
619.02.04	Exceeding 5.0m and up to 6.0m	no	4		
619.02.05	Exceeding 6.0m and up to 7.0m	no	4		
619.02.06	Exceeding 7.0m and up to 8.0m	no	3		
619.02.07	Exceeding 8.0m and up to 9.0m	no	3		
619.02.08	Exceeding 9.0m and up to 10.0m	no	3		
TOTAL CARRIED TO SUMMARY					R -

Signature of person authorised to sign the tender:	Date

Part C2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SERIES 6 : ROADS AND PARKING AREAS				
	SECTION B620 : SEGMENTED PAVING TRAFFIC CIRCLE WORK PACKAGE				
LI B620.01	Construction of Three-legged Traffic Circle work package as per raised circle diameter (as per drawing STD016, sheet 3 of 7)				
620.01.01	Exceeding 10.0m and up to 11.0m	no	4		
620.01.02	Exceeding 11.0m and up to 12.0m	no	4		
620.01.03	Exceeding 12.0m and up to 13.0m	no	3		
620.01.04	Exceeding 13.0m and up to 14.0m	no	3		
620.01.05	Exceeding 14.0m and up to 15.0m	no	3		
LI B620.02	Construction of Four-legged Traffic Circle work package as per raised circle diameter (as per drawing STD016, sheet 4 of 7)				
620.02.01	Exceeding 10.0m and up to 11.0m	no	3		
620.02.02	Exceeding 11.0m and up to 12.0m	no	3		
620.02.03	Exceeding 12.0m and up to 13.0m	no	3		
620.02.04	Exceeding 13.0m and up to 14.0m	no	2		
620.02.05	Exceeding 14.0m and up to 15.0m	no	2		
TOTAL CARRIED TO SUMMARY					R -

Signature of person authorised to sign the tender:	Date

SUMMARY OF PRICING SCHEDULE

SECTION	DESCRIPTION	AMOUNT
SERIES 0	GENERAL	
001	General Requirements and Charges	R 1,100,000.00
SERIES 1	ANCILLARY WORK	
101	Clearing and Grubbing	R 0.00
102	Accomodation of Traffic	R 0.00
105	Fencing	R 22,000.00
106	Service ducts	R 0.00
B107	Dayworks	R 0.00
SERIES 2	EARTHWORKS	
201	Mass earthworks	R 0.00
202	Trenching	R 0.00
203	Mass earthworks	R 0.00
SERIES 5	DRAINAGE AND EROSION PROTECTION	
501	Subsurface drains and drainage blankets	R 0.00
502	Prefabricated culverts and stormwater sewers	R 0.00
503	Kerbing and Channeling	R 0.00
SERIES 6	ROADS AND PARKING AREAS	
601	Gravel pavement layers	R 0.00
602	Crushed-stone pavement layers	R 0.00
604	Stabilization	R 0.00
605	Prime coat	R 0.00
606	Asphalt base and surfacing	R 0.00
609	Segmented Paving	R 0.00
610	Concrete Pavements	R 0.00
611	Guardrails	R 0.00

Part C2: Pricing Data

612	Traffic Signs	R 0.00
613	Traffic Markings	R 0.00
B615	Bollards	R 0.00
B616	Ballustrades	R 0.00
TOTAL CARRIED Forward		R 1,122,000.00
Signature of person authorised to sign the tender:		Date

SUMMARY OF PRICING SCHEDULE

SECTION	DESCRIPTION	AMOUNT
TOTAL BROUGHT FORWARD		R 1,122,000.00
B617	Asphalt Speed Hump Work Package	R 0.00
B618	Asphalt Raised Pedestrian Crossing Work Package	R 0.00
B619	Asphalt Traffic Circle Work Package	R 0.00
B620	Segmented Paving Traffic Circle Work Package	R 0.00
TOTAL SCHEDULE OF PRICES		R 1,122,000.00
Add 15% VAT		R 168,300.00
CONTRACT PRICE CARRIED FORWARD TO FORM OF OFFER		R 1,290,300.00
Signature of person authorised to sign the tender:		Date