

TENDER REFERENCE: ROC01- 2025/26

TENDER FOR MAINTENANCE,REHABILITATION, UPGRADING AND INSTALLATION OF STORMWATER SYSTEMS, REPAIRS TO BRIDGES AND REPAIRS TO PAVED SURFACES IN ALL 7 REGIONS OF THE CITY OF TSHWANE, AS AND WHEN REQUIRED FOR A 3 YEAR PERIOD.

A Tender for category 7CE or higher CIDB registered contractors

| ISSUED BY: | PREPARED BY: |
|--|---|
| The Divisional Head <u>Supply Chain Management</u> P O Box 48 PRETORIA 0001 Tel: (012) 358-9999 | The Group Head <u>Regional Operations and Coordination</u> P O Box 440 PRETORIA 0001 Tel: (012) 358 4041 |

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

“NOTE: BIDDERS ARE REQUIRED TO SUBMIT ELECTRONIC COPIES OF THE BID EITHER BY MEMORY STICK/USB FLASH DRIVE/CD/DVD TOGETHER WITH THE HARD COPY OF THE BID/PROPOSALS”

CONTENTS

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

T1.1 TENDER NOTICE AND INVITATION TO TENDER

ROC 01-2025/26
CITY OF TSHWANE
REGIONAL OPERATIONS AND COORDINATION



TENDER FOR MAINTENANCE, REHABILITATION, UPGRADING AND INSTALLATION OF STORMWATER SYSTEMS, REPAIRS TO BRIDGES AND REPAIRS TO PAVED SURFACES IN ALL 7 REGIONS OF THE CITY OF TSHWANE, AS AND WHEN REQUIRED FOR A 3 YEAR PERIOD

Tenders are hereby invited for the above tender.

Tenderers should have a CIDB contractor grading designation of **7CE** or **higher**.

The tender documents will be available on the City of Tshwane and national treasury official website (www.tshwane.gov.za) or www.etenders.gov.za

Tenders will be evaluated on the basis of the 90/10 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.

90 points for price

10 points for Specific goals

Point System will be applied to this tender.

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.

A **COMPULSORY BRIEFING MEETING** with a representative of the Employer will take place at the **AUDITORIUM** of the **VENUE: TSHWANE LEADERSHIP AND MANAGEMENT ACADEMY AUDITORIUM. 11 STAATSARTILLERIE ROAD, PRETORIA WEST**
DATE: 5 SEPTEMBER 2025 AT 10:00

Tenders must remain valid for a period of **90 days** after the closing date for the submission of tenders, The validity period for the tender after closure is 90 days. The city shall have right and power to extend any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still

The closing time for receipt of tenders is **25 SEPTEMBER 2025 AT 10:00**. Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to the Divisional Head, SUPPLY CHAIN MANAGEMENT, PRETORIA, 0001 and must be submitted in the tender box situated at **Tshwane House, 320 Madiba street, Pretoria.** (tender box is open 24 hours)

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

TECHNICAL ENQUIRIES: Employers Agent: Mr Steven Macheve
Tel (Office): 012-358 9247
E-Mail: stevenma@tshwane.gov.za

SUPPLY CHAIN ENQUIRIES: Employer's Agent: Relebogile Malatswane
Telephone: (012) 358 2735
E mail: RelebogileM@tshwane.gov.za

Mr Johann Mettler
City Manager

PORTION 1: TENDER

PART T1: TENDER PROCEDURES

TABLE OF CONTENTS

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

T1.1 TENDER DATA

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

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

| CLAUSE NUMBER | | TENDER DATA |
|-----------------|------------------------------------|---|
| C.1.1 | Actions | The Employer is City of Tshwane Metropolitan Municipality |
| C.1.2 | Tender Documents | <p>Volume 1: <u>Tender Document</u></p> <p>THE TENDER</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 – Tender data</p> <p>T1.2 – Standard Conditions of Tender</p> <p>Part T2: Returnable documents</p> <p>T2.1 – List of returnable documents</p> <p>T2.2 – Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 – Form of offer and acceptance</p> <p>C1.2 – Contract data</p> <p>C1.3 – Form of guarantee</p> <p>C1.4 – Guarantee or Cash deposit</p> <p>C1.5 – Health and safety agreement</p> <p>C1.6 – Adjudicators contract</p> <p>Part C2: Pricing data</p> <p>C2.1 Pricing assumptions</p> <p>C2.2 Pricing schedule</p> <p>Part C3: Scope of work</p> <p>C3 – Scope of work</p> <p>Part C4: Site information</p> <p>C4 – Site information</p> <p>Volume 2: <u>Tender Drawings</u></p> |
| C.1.3 C.1.34 | Interpretation | <p>Add the following new clause:</p> <p><i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i></p> |
| C.1.4 | Communication and Employer's Agent | <p>Agent: Mr Steven Zondani Macheve</p> <p>Address: P.O. Box 1409 Pretoria, 0001</p> <p>Tel: 012-358 9247</p> <p>E-Mail: stevenma@tshwane.gov.za</p> |
| C.2.1 | Eligibility | Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contract grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE class of construction work, are eligible to submit tenders. |

| CLAUSE NUMBER | TENDER DATA |
|-----------------------------|---|
| | <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of a joint venture is registered with the CIDB not later than 21 working days from the closing date for tenderers; the lead partner has a contractor grading designation in the 6CE or higher 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 7CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations</p> |
| C.2.2 Cost of Tendering | <p>The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.</p> |
| C.2.5 Reference Documents | <p>Add the following:</p> <p>Unless specified otherwise in this document, the following standards and conditions of contract will be applicable under this Contract:</p> <ul style="list-style-type: none"> The document <i>“Standard Specifications for Municipal Civil Engineering Works”, Third Edition, 2005</i> issued by the Divisional Head: Roads and Stormwater of the City of Tshwane. <p>The drawings <i>“Roads and transport department: Standard construction details and design standards for roads and stormwater drainage infrastructure, 2023”</i> issued by the Divisional Head: Roads and Stormwater of the City of Tshwane.</p> <p>This document is obtainable free of charge on the website www.tshwane.gov.za.</p> <ul style="list-style-type: none"> The latest print version as current at 30 days before close of tenders of the document <i>“General Conditions of Contract for Construction Works 3rd Edition, 2015”</i> including corrections thereto as current at 30 days before close of tenders, as published by the <i>South African Institution of Civil Engineering</i>. <p>The document may be purchased in hard copy from the <i>South African Institution of Civil Engineering</i> or may be purchased online as an electronic reference document in PDF format by following the relevant links on www.saice.org.za. The corrections may be downloaded from the SAICE website www.saice.org.za.</p> |
| C.2.7 Clarification meeting | <p>The arrangements for a compulsory briefing meeting are as stated in the tender notice and invitation to tender</p> <p>Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to and tenders received from those tendering entities appearing on the attendance register.</p> <p>Tender documents will be made available in the City of Tshwane website(www.tshwane.gov.za).</p> |
| C.2.8 Seek clarification | <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 Insurance | <p>Add the following to the clause</p> <p><i>Accept that the submission of a tender shall be construed as an acknowledgement by the tenderer that he is satisfied with, where applicable, the insurance cover the Employer will affect under the contract.</i></p> |

| CLAUSE NUMBER | TENDER DATA |
|---|---|
| C.2.13.5 | <p>The identification details are:</p> <p>Tender/Reference ROC01- 2025/26</p> <p>Tender Description: Tender for maintenance, rehabilitation, upgrading & installation of stormwater systems, repairs to bridges and repairs to paved surfaces in all 7 regions of the City of Tshwane as and when required for 3-year period.</p> <p>Closing Time: 10:00</p> <p>Closing Date: 25 September 2025</p> <p>Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be submitted (HAND DELIVERED) at:</p> <p>TSHWANE HOUSE (TENDER BOX AT) 320 Madiba Street PRETORIA CBD 0002</p> <p>Please ensure that all required compliance documents are included upon submission as no additional documents will be requested from bidders after closing.</p> <p>NOTE: BIDDERS ARE REQUIRED TO SUBMIT ELECTRONIC COPIES OF THE BID EITHER BY MEMORY STICK/USB FLASH DRIVE/CD/DVD TOGETHER WITH THE HARD COPY OF THE BID/PROPOSALS"</p> |
| 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 Information and data to be completed in all respects | <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>Section T2.2 : Returnable Schedules</p> <p>Section C1.1 : Form of Offer and Acceptance</p> <p>Section C1.2 : Contract Data (Part 2)</p> <p>Section C2.2 : Pricing Schedule</p> <p><i>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</i></p> <p><i>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</i></p> <p><i>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</i></p> |

| CLAUSE NUMBER | TENDER DATA |
|---|---|
| | <p><i>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</i></p> <p><i>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.</i></p> <p><i>Accept that the Employer is restricted in accordance with clause 5 (1) of the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.</i></p> |
| C.2.15 Closing time | The closing time for submission of tender offers is stated in the tender notice and invitation to tender. |
| C.2.16 Tender offer validity C.2.16.5 | <p>The tender offer validity period is 90 days. CoT shall have right and power to extend any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.</p> <p><u>Add</u> 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> |
| C.2.16.6 | <p><u>Add</u> 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.2.19 Inspections, tests and analysis | <p><u>Add</u> the following at the end of the clause:</p> <p><i>....or upon written request.</i></p> |
| 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. |
| 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 | <p><u>Add</u> the following new clause</p> <p><i>The Tenderer, undertakes to:</i></p> |

| CLAUSE NUMBER | TENDER DATA |
|--|---|
| <p><i>Conditions Associated with the Granting of Preferences</i></p> | <p>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></p> <p>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></p> <p>c) <i>accept the sanctions set out in the Scope of Works should such conditions be breached.</i></p> |
| <p>C.2.25 <i>Canvassing and obtaining of additional information by tenderers</i></p> | <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> |
| <p>C.2.26 <i>Prohibitions on awards to persons in service of the state</i></p> | <p>Add the following new clause</p> <p><i>The Employer is prohibited to award a tender to a person -</i></p> <p>a) <i>who is in the service of the state; or</i></p> <p>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></p> <p>c) <i>a person who is an advisor or consultant contracted with the municipality or municipal entity.</i></p> <p><i>In the service of the state means to be -</i></p> <p>a) <i>a member of:-</i></p> <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> <p>b) <i>a member of the board of directors of any municipal entity;</i></p> <p>c) <i>an official of any municipality or municipal entity;</i></p> <p>d) <i>an employee of any national or provincial department;</i></p> <p>e) <i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i></p> <p>f) <i>a member of the accounting authority of any national or provincial public entity; or</i></p> <p>g) <i>an employee of Parliament or a provincial legislature.</i></p> <p><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> |
| <p>C.2.27 <i>Awards to close family members of persons in the service of the state</i></p> | <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 or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including -</i></p> <p>a) <i>the name of that person;</i></p> <p>b) <i>the capacity in which that person is in the service of the state; and</i></p> <p>c) <i>the amount of the award.</i></p> <p><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> |
| | <p>Add the following new clause</p> |

| CLAUSE NUMBER | TENDER DATA |
|--|---|
| C.2.28 Vendor registration | <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 http://www.tshwane.gov.za/procurement.cfm</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> |
| C.2.29 Tax | <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> |
| C.3.1 Respond to requests from the tenderer C.3.1.1 | <p>The employer will respond to requests for clarification up to 7 (seven) working days before the tender closing time.</p> |
| C.3.11 Evaluation of tender offers C.3.11.1 General | <p>All tenderers who submitted responsive tenders will be evaluated</p> <p>In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in C.3.11.2, C.3.11.3 and C3.11.4 below supported by proof/ documentation stated in the conditions of this tender.</p> <p>Stages of Evaluation.</p> <p>The following stages of evaluation will be applicable for this tender</p> <p>Stage 1: Administrative Compliance Stage 2: Mandatory Requirements</p> |

| CLAUSE NUMBER | TENDER DATA | | |
|-------------------------------|---|-------------------------------------|---|
| | Stage 3: Preference Points System | | |
| C.3.11.2 Method of Evaluation | <p>The following tender will be evaluated in three (3) Stages namely:</p> <p>STAGE 1: ADMIN COMPLIANCE</p> | | |
| | <p>Compulsory Returnable Documentation (Submission of these are compulsory)</p> | <p>Submitted (YES or NO)</p> | <p>Checklist (Guide for Bidder and the Bid Evaluation Committee)</p> |
| | <p>a) To enable The City to verify the bidder's tax compliance status, the bidder must provide;</p> <ul style="list-style-type: none"> • Tax compliance status PIN. or • Central Supplier Database (CSD) | | <p>Tax status must be compliant before the award.</p> |
| | <p>b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;</p> | | <p>CSD must be valid.</p> |
| | <p>c) Confirmation that the bidding company's rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area</p> | | <p>Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?</p> |
| | <p>d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account</p> | | <p>Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company</p> |

| CLAUSE NUMBER | TENDER DATA | | |
|---------------|---|--|---|
| | <p>Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area</p> | | <p>profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?</p> |
| | <p>e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.</p> <p>NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD</u> <u>4. Failure to declare interest</u></p> | | <p>All documents fully completed (i.e. no blank spaces)? All documents fully signed by (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required? Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other colour ink, or non-submission of the MBD forms, will be considered)?</p> |

| CLAUSE NUMBER | TENDER DATA | | |
|---------------|---|--|--|
| | <p><u>will result in a disqualification</u></p> | | |
| | <p>f) Audited Financial Statements for the most recent three (3) years or Audited Financial Statements from date of existence for companies less than three years old.</p> <p>NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</p> <p>If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.</p> | | <p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <p>Are Audited financial statements provided (Audited financials must be signed by auditor) Or proof that the bidder is not required by law to prepare audited financial statements.</p> |
| | <p>g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.</p> <p>NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.</p> | | <p>If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.</p> |

| CLAUSE NUMBER | TENDER DATA | | |
|--|---|--|--|
| | h) Bidder attended a compulsory briefing session where applicable | | <p>A compulsory briefing register must be signed by the bidder.</p> <p>Bidders will be disqualified should they fail to attend compulsory briefing session</p> |
| | i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in. | | <p>Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified.</p> <p>Bidder will be disqualified should they make corrections on the price schedule without attaching a signature or initialising thereto.</p> <p>Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.</p> |
| <p>Stage 2: Mandatory requirements</p> <p>1. Company experience</p> <ul style="list-style-type: none"> Tendering Company's experience of at least two (2) successfully completed Roads and Stormwater projects, with the largest of these projects valued at a minimum of R9 000 000. (Attach appointment letters and completion certificates for each project as proof) Tenderers are required to have a minimum CIDB grading of 7CE or higher. <p>2. Bank rating</p> <p>Proof of a minimum Level C bank rating, as well as confirmation of raised capital of not less than R4 000 000 from the bidder's registered banking institution must be provided with the tender.</p> <p>3. Key staff</p> <p>(Proposed detailed organisation and staffing plan in the form of an organogram to be implemented on this project.)</p> <p>(a) Site Manager: Site Manager must have at least a National Diploma in Civil Engineering (NQF level 6) recognized by South African Qualifications Authority (SAQA) with minimum 3 years relevant experience. Bidders are required to submit and complete the documents CV template and submit a certified copy of the relevant qualification.</p> | | | |

| CLAUSE NUMBER | TENDER DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------------------------|--|----------------|---------------|----------|-------|--|-------------|----------|----------------|---------------|----------|-------------------------------------|---|--|--|--|--------------------------------|---|--|--|--|-------------------------|---|--|--|--|-------------------------|---|--|--|--|
| | <p>(b) Foreman: The Foreman must have at least a National Certificate (NQF Level 5) recognized by SAQA with minimum 3 years relevant experience. Bidders are required to submit and complete the documents CV template and submit a certified copy of the relevant qualification.</p> <p>(c) Safety Officer: the Safety Officer must have a Health and Safety qualification and be registered with South African Council for the Project and Construction Management Professions (SACPCMP) with minimum 3 years relevant experience. Bidders are required to submit and complete the documents CV template and submit a certified copy of the relevant qualification.</p> <p>(d) Administrative Officer: Administrative Officer must have at least matric certificates with a minimum 3 years relevant administrative experience. Bidders are required to submit and complete the documents CV template and submit a certified copy of the relevant qualification.</p> <p>4. Plant and Equipment</p> <p>All plant and equipment to be used must be of adequate capacity and in good working condition.</p> <p>Proof of ownership or leasing agreement / Memorandum of understanding must be provided with the tender.</p> <table border="1"> <thead> <tr> <th colspan="3"></th><th colspan="2">LEASE</th></tr> <tr> <th>DESCRIPTION</th><th>QUANTITY</th><th>OWNER (Yes/No)</th><th>From: COMPANY</th><th>CONTACTS</th></tr> </thead> <tbody> <tr> <td>20-ton Mechanical trench excavators</td><td>1</td><td></td><td></td><td></td></tr> <tr> <td>10m³ tipper trucks</td><td>2</td><td></td><td></td><td></td></tr> <tr> <td>600mm roller or similar</td><td>1</td><td></td><td></td><td></td></tr> <tr> <td>900mm roller or similar</td><td>1</td><td></td><td></td><td></td></tr> </tbody> </table> <p>5. Letters</p> <p>The following letter must be submitted with the document.</p> <p>(i) Letter of Intent to raise performance guarantee</p> <p>6. Specialized Bridge maintenance</p> <p>(Series 8 of the bill of quantity and C3.8 of scope of works)</p> <p>For specialized bridge maintenance the bidder should submit the following:</p> <ul style="list-style-type: none"> • Proof of bridge joint registration with Agrément South Africa • Combined projects completion certificates as proof of completed Bridge maintenance work to the value of R 5 000 000. | | | | LEASE | | DESCRIPTION | QUANTITY | OWNER (Yes/No) | From: COMPANY | CONTACTS | 20-ton Mechanical trench excavators | 1 | | | | 10m ³ tipper trucks | 2 | | | | 600mm roller or similar | 1 | | | | 900mm roller or similar | 1 | | | |
| | | | LEASE | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DESCRIPTION | QUANTITY | OWNER (Yes/No) | From: COMPANY | CONTACTS | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 20-ton Mechanical trench excavators | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10m ³ tipper trucks | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 600mm roller or similar | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 900mm roller or similar | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| CLAUSE NUMBER | TENDER DATA | | | | | | |
|---|--|--|-------------------------------|---|---|--|--|
| | <p>Should the bidder not meet the above requirements then the bidders must attach a letter of agreement with the tender between the bidder and a specialist in bridge maintenance organisation and submit the following:</p> <ul style="list-style-type: none">• Proof of Memorandum of agreement / understanding between the bidder and the specialist bridge maintenance organisation• Proof of bridge joint registration with Agrément South Africa• Combined projects completion certificates as proof of completed Bridge maintenance work to the value of R 5 000 000. <p>Stage 3: Preferential Point system</p> <p>The preferential point system used will be the 90/10 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.</p> <ul style="list-style-type: none">• 90 points for price• 10 points for Specific goals | | | | | | |
| C.3.11.4 90/10 Preference Point System | <p>The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million.</p> <p>The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):</p> $Ps = 90(1 - \frac{Pt - Pmin}{Pmin})$ <p>Where</p> <p>Ps = Points scored for price of tender under consideration;</p> <p>Pt = Price of tender under consideration; and</p> <p>Pmin = Price of lowest acceptable tender.</p> <ul style="list-style-type: none">• A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender.• The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.• Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points <p>10 points for Specific goals (service provider to submit the certified copy of the specific goals). Refer to Table 2 below:</p> <table><tr><th>Specific goals</th><th>90/10 preference point system</th><th>Proof of specific goals to be submitted</th></tr><tr><td>BB-BEE score of companies<ul style="list-style-type: none">• Level 1• Level 2• Level 3</td><td><ul style="list-style-type: none">• 4 Points• 3.5 Points• 3 Points</td><td>Valid Certified copy of BBBEE certificate Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.</td></tr></table> | Specific goals | 90/10 preference point system | Proof of specific goals to be submitted | BB-BEE score of companies <ul style="list-style-type: none">• Level 1• Level 2• Level 3 | <ul style="list-style-type: none">• 4 Points• 3.5 Points• 3 Points | Valid Certified copy of BBBEE certificate Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate. |
| Specific goals | 90/10 preference point system | Proof of specific goals to be submitted | | | | | |
| BB-BEE score of companies <ul style="list-style-type: none">• Level 1• Level 2• Level 3 | <ul style="list-style-type: none">• 4 Points• 3.5 Points• 3 Points | Valid Certified copy of BBBEE certificate Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate. | | | | | |

| CLAUSE NUMBER | TENDER DATA | | | |
|-----------------------------------|---|---|---|--|
| | <ul style="list-style-type: none"> • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant | <ul style="list-style-type: none"> • 2.5 Points • 2 Points • 1.5 Points • 1 Point • 0.5 Points 0 Points | | |
| | EME and/ or QSE | 1 Point | Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE certificate | |
| | At least 51% of Women-owned companies | 1 Point | Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership) | |
| | At least 51% owned companies by People with disability | 1 Point | Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership) | |
| | At least 51% owned companies by Youth | 1 Point | Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership) | |
| | Local Economic Participation <ul style="list-style-type: none"> • City of Tshwane • Gauteng • National | 2 Points 1 Point 1 Point | Municipal Account statement/Lease agreement. | |
| C.3.11.5 Scoring financial offers | <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> | | | |

| CLAUSE NUMBER | TENDER DATA | | | | | | | | | | | | | | | | |
|-----------------------------------|--|--|-------------------------------|-----------------------|-----------------------|---|---------------------------|--|---------------|---|---|--|---------------|---|---|--|--|
| | <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1^a</th><th>Option 2^a</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P / P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P_m / P$</td></tr><tr><td>a</td><td colspan="3">P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.</td></tr></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 | $A = \left(1 - \frac{(P - P_m)}{P_m} \right)$ | $A = P_m / P$ | a | P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration. | | |
| 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 | $A = \left(1 - \frac{(P - P_m)}{P_m} \right)$ | $A = P_m / P$ | | | | | | | | | | | | | | |
| a | P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration. | | | | | | | | | | | | | | | | |
| C.3.13 Acceptance of Tender Offer | <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 C.2.1b.) 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; orii) 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;j.) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. | | | | | | | | | | | | | | | | |
| C.3.17 Copies of Contract | One signed copy of contract shall be provided by the Employer to the successful Tenderer. | | | | | | | | | | | | | | | | |

T1.2 STANDARD CONDITIONS OF TENDER

TABLE OF CONTENTS

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

Contract: ROC01 2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to bridges and repairs to paved surfaces.

| | | |
|--------|---|----|
| C.3.13 | Acceptance of tender offer | 28 |
| C.3.14 | Prepare contract documents..... | 28 |
| C.3.15 | Complete adjudicator's contract | 29 |
| C.3.16 | Notice to unsuccessful tenderers | 29 |
| C.3.17 | Provide copies of the contracts..... | 29 |
| C.3.18 | Provide written reasons for actions taken | 29 |

C.1 General

C.1.1 Actions

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

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

Note:

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

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

C.1.4 Communication and Employer's agent

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

C.1.5 Cancellation and re-invitation of tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer 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.2.20.1 Letter of Good Standing

Upon the finalisation of the contract, the Employer will request proof of compliance with the Department of Labour : Letter of good standing with compensation fund, the confirmation will form part of the contract.

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The Employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system

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

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical

proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

ii) the summation of the prices.

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the Employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and

c) other revisions agreed between the Employer and the successful tenderer.

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

PART T2: RETURNABLE DOCUMENTS

TABLE OF CONTENTS

T2.1 LIST OF RETURNABLE DOCUMENTS 31

T2.2 RETURNABLE SCHEDULES 33

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, 2022 | Form RD.B.2 | |
| B-BBEE Exempted Micro Enterprise – Sworn Affidavit | Form RD.B.3 | |
| Promotion of local enterprises (Local Economic Participation) | Form RD.B.4 | |
| Certified copy of Identity Document/s proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership) | Form RD.B.5 | |
| Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers) proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership) | Form RD.B.6 | |

RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

| Document Name | Reference | Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender) |
|---|-----------|--|
| Proof of registration on CSD with National Treasury | RD.C.1 | |
| 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 | |
| Status of concern submitting tender | RD.C.8 | |
| Classification of business | RD.C.9 | |
| Letter of intent to provide a performance bond | RD.C.10 | |

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

| 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 | |
| Mandatory requirements | RD.D.2 | |
| Curriculum vitae of key personnel | RD.D.3 | |
| Company's experience | RD.D.4 | |
| Company's experience (Specialize bridge maintenance) | RD.D.5 | |
| Data provided by the contractor | Section C1.2 | |
| Data provided by the contractor | Section C1.2 | |

T2.2 RETURNABLE SCHEDULES

TABLE OF CONTENTS

| | | |
|---|---|------------------------------|
| FORM RD.A.1 | COMPULSORY ENTERPRISE QUESTIONNAIRE | |
| 34 | | |
| FORM RD.A.2 | MBD 4: DECLARATION OF INTEREST | |
| 35 | | |
| FORM RD.A.3 | MBD 8: DECLARATION OF TENDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES | |
| 38 | | |
| FORM RD.A.4 | MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION | 40 |
| CERTIFICATE OF INDEPENDENT TENDER DETERMINATION | | 41 |
| FORM RD.A.5 | CERTIFICATE OF AUTHORITY OF SIGNATORY | |
| 43 | | |
| FORM RD.A.6 | CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA | |
| 44 | | |
| FORM RD.A.7 | PROOF OF REGISTRATION IN TERMS OF THE PROJECT AND CONSTRUCTION MANAGEMENT PROFESSION ACT 48 OF 2000 | Error! Bookmark not defined. |
| FORM RD.B.1 | VALID B-BBEE STATUS LEVEL OF CONTRIBUTOR CERTIFICATE | |
| 45 | | |
| FORM RD.B.2 | MDB 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 | 46 |
| FORM RD.B.2 | VALID B-BBEE STATUS LEVEL OF CONTRIBUTOR CERTIFICATE | 51 |
| FORM RD.B.3 | B-BBEE EXEMPTED MICRO ENTERPRISE – SWORN AFFIDAVIT | |
| 52 | | |
| FORM RD.B.4 | PROMOTION OF LOCAL ENTERPRISES | |
| 52 | | |
| FORM RD.C.1 | PROOF OF REGISTRATION ON CSD WITH NATIONAL TREASURY | |
| 56 | | |
| FORM RD.C.2 | MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION | |
| 57 | | |
| FORM RD.C.3 | PROOF OF REGISTRATION WITH THE CIDB | |
| 58 | | |
| FORM RD.C.4 | COMPLIANCE WITH OHSA (ACT 85 OF 1993) | |
| 59 | | |
| FORM RD.C.5 | RECORD OF SERVICES PROVIDED TO ORGANS OF STATE | |
| 60 | | |
| FORM RD.C.6 | SCHEDULE OF PLANT AND EQUIPMENT | |
| 61 | | |
| FORM RD.C.8 | STATUS OF CONCERN SUBMITTING TENDER | |
| 62 | | |
| FORM RD.C.9 | CLASSIFICATION OF BUSINESS | |
| 64 | | |
| SCHEDULE OF SECTORS | | 65 |
| FORM RD.C.10 | LETTER OF INTENT TO PROVIDE A PERFORMANCE BOND | |
| 66 | | |
| FORM RD.D.1 | RECORD OF ADDENDA TO TENDER DOCUMENTS | |
| 67 | | |
| FORM RD.D.2 | KEY PERSONNEL | |
| 67 | | |
| FORM RD.D.3 | CURRICULUM VITAE OF KEY PERSONNEL | |
| 71 | | |
| FORM RD.D.4 | COMPANY EXPERIENCE | |
| 71 | | |
| FORM RD.D.5 | COMPANY EXPERIENCE (SPECIALIZED BRIDGE MAINTENANCE) | 45 |

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* |
| | | | |
| | | | |
| | | | |
| <i>* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i> | | | |
| 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. | | | |
| <p>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:</p> <ul style="list-style-type: none"> 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 | |
| <i>Enterprise Name:</i> | | | |

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?

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.

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

If yes, furnish particulars _____

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

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

If yes, furnish particulars _____

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

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

If yes, furnish particulars _____

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

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

If yes, furnish particulars _____

3.12 Are any of the company's directors, trustees, managers, principal 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, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

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

If yes, furnish particulars _____

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

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

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

| Item | Question | Response | |
|------|---|----------|----|
| 4.1 | Is the tenderer, any of it's directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? (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) | YES | NO |
| | If so, furnish particulars: | | |
| 4.2 | Is the tenderer or any of it's directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)? (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.) | YES | NO |
| | If so, furnish particulars: | | |
| 4.3 | Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | YES | NO |
| | If so, furnish particulars: | | |

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

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

1. This Municipal Bidding Document (MBD) must form part of all bids ³invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or bid 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:

ROC01-2025/26: Tender for maintenance, rehabilitation, upgrading & installation of stormwater systems, repairs to bridges and repairs to paved surfaces in all 7 regions of the City of Tshwane, as and when required for 3 years.

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.

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.

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.A.5 CERTIFICATE OF AUTHORITY OF SIGNATORY

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

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

Held at: _____ (place)

On: _____ (date)

RESOLVED that:

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

| | |
|---------------------|--|
| Tender Number: | ROC01-2025/26 |
| Tender Description: | Tender for maintenance, rehabilitation, upgrading & installation of stormwater systems, repairs to bridges and repairs to paved surfaces in all 7 regions of the Cot as and when required for 3 years. |

2. *Mr/Ms: _____
in *his/her capacity as _____
and who will sign as follow:

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

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

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

| | |
|--|------------------|
| Note: 1. *Delete which is not applicable. 2. IMPORTANT: This resolution <u>must</u> be signed by all the directors/members/ partners of the tendering enterprise. 3. Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page. | Enterprise stamp |
|--|------------------|

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 2022

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

NB BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

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

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

| | POINTS |
|--|------------|
| PRICE | 90 |
| SPECIFIC GOALS | 10 |
| Total points for Price and SPECIFIC GOALS | 100 |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and

includes all applicable taxes;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points

based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that the 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for the 90/10 preference point system.

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

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

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

| Specific goals | 90/10 preference point system | Number of points claimed (90/10 system) (To be completed by the tenderer) |
|---|---|--|
| BB-BEE score of companies <ul style="list-style-type: none"> Level 1 Level 2 Level 3 Level 4 Level 5 Level 6 Level 7 Level 8 Non-compliant | <ul style="list-style-type: none"> 4 Points 3.5 Points 3 Points 2.5 Points 2 Points 1.5 Points 1 Point 0.5 Points 0 Points | |
| EME and/ or QSE | 1 Point | |
| At least 51% of Women-owned companies | 1 Point | |
| At least 51% owned companies by People with disability | 1 Point | |
| At least 51% owned companies by Youth | 1 Point | |
| <ul style="list-style-type: none"> Local Economic Participation City of Tshwane Gauteng National | 2 Points 1 Point 1 Point | |

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

Contract: ROC01 2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to bridges and repairs to paved surfaces.

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and
signature)

1. _____
2. _____

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

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

NOTE:

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.

ASAP

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 PROMOTION OF LOCAL ENTERPRISES

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

90/10 preference point system applies:

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

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

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

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

| | Promotion At least 51% Women owned companies and At least 51% owned companies by youth |
|--------------------------|--|
| No Response (score 0) | The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard, |
| Good (score 1) | Certified copy of Identity Document/s that proof that company is 51% owned by Women |
| Good (score 1) | Certified copy of Identity Document/s that proof that company is 51% owned by youth |

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

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

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

| | Promotion of At least 51% owned companies by People with disability |
|--------------------------|---|
| No Response (score 0) | The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard, |
| Good (score 1) | Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers |

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

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

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

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

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

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

Indicate whether these have been included in the tender:

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

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

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

If so, state particulars

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

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

If so, state particulars

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

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

If so, state particulars

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

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

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

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

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

| Firm | CRS Number | CIDB Grading | Lead Partner (Indicate with X) |
|--|------------|--------------|-----------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Combined CIDB Grading for Joint Venture / Consortium: | | | |

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

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

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

(Tick applicable box)

| | | |
|--|-----|----|
| 1. Are your company familiar with the OHSA (ACT 85 of 1993) and its Regulations? | 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 tenderer.

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

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

(Attach additional pages if more space is required.)

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.6 SCHEDULE OF PLANT AND EQUIPMENT

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

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

(Attach additional pages if more space is required)

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

(Attach additional pages if more space is required)

FORM RD.C.8 STATUS OF CONCERN SUBMITTING TENDER

1. General

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

Public Company

Private Company

Closed Corporation

Partnership

Sole Proprietary

Joint Venture / Consortium

Co-operative

(Mark the appropriate option)

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

2. Information to be provided

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

Part C1: Agreement and Contract Data

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

Note:

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

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

Yes

☐

No

☐

(Make an X in the appropriate space)

REGISTRATION NO: _____

FORM RD.C.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.

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:

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.D.2 Mandatory Requirements

Refer to clause C.2.1 of Part T1: Eligibility (mandatory requirements)

7. Company experience

- Tendering Company's experience of at least two (2) successfully completed Roads and Stormwater projects, with the largest of these projects valued at a minimum of R9 000 000. **(Attach appointment letters and completion certificates for each project as proof)**
- Tenderers are required to have a minimum CIDB grading of 7CE or higher.

8. Bank rating

Proof of a minimum **Level C bank rating**, as well as confirmation of raised capital of not less than R4 000 000 from the bidder's banking institution must be provided with the tender.

9. Key staff

(Proposed detailed organisation and staffing plan in the form of an organogram to be implemented on this project.)

- (e) Site Manager: **Site Manager must have at least a National Diploma in Civil Engineering (NQF level 6) recognized by South African Qualifications Authority (SAQA) with minimum 3 years relevant experience. Bidders are required to submit and complete the documents CV template and submit a certified copy of the relevant qualification.**
- (f) Foreman: **The Foreman must have at least a National Certificate (NQF Level 5) recognized by SAQA with minimum 3 years relevant experience. Bidders are required to submit and complete the documents CV template and submit a certified copy of the relevant qualification.**
- (g) Safety Officer: **the Safety Officer must have a Health and Safety qualification and be registered with South African Council for the Project and Construction Management Professions (SACPCMP) with minimum 3 years relevant experience. Bidders are required to submit and complete the documents CV template and submit a certified copy of the relevant qualification.**
- (h) Administrative Officer: **Administrative Officer must have at least matric certificates with a minimum 3 years relevant administrative experience. Bidders are required to submit and complete the documents CV template and submit a certified copy of the relevant qualification.**

10. Plant and Equipment

All plant and equipment to be used must be of adequate capacity, and in good working condition.

Proof of ownership or leasing agreement / Memorandum of understanding must be provided with the tender.

| | | | LEASE | |
|--|----------|-------------------|---------------|----------|
| DESCRIPTION | QUANTITY | OWNER (Yes/No) | From: COMPANY | CONTACTS |
| 20-ton Mechanical trench excavators | 1 | | | |

Part C1: Agreement and Contract Data

| | | | | |
|--------------------------------|---|--|--|--|
| 10m ³ tipper trucks | 2 | | | |
| 600mm roller or similar | 1 | | | |
| 900mm roller or similar | 1 | | | |

11. Letters

The following letter must be submitted with the document.

- (ii) Letter of Intent to raise performance guarantee

12. Specialized Bridge maintenance

(Series 8 of the bill of quantity and C3.8 of scope of works)

For specialized bridge maintenance the bidder should submit the following:

- Proof of bridge joint registration with Agrément South Africa
- Combined projects completion certificates as proof of completed Bridge maintenance work to the value of R 5 000 000.

Should the bidder not meet the above requirements then the bidders must attach a letter of agreement with the tender between the bidder and a specialist in bridge maintenance organisation and submit the following:

- Proof of Memorandum of agreement / understanding between the bidder and the specialist bridge maintenance organisation
- Proof of bridge joint registration with Agrément South Africa
- Combined projects completion certificates as proof of completed Bridge maintenance work to the value of R 5 000 000.

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

Note: Form RD.D.3 must be complete for each person listed below.

| | NAME | PROFESSIONAL REGISTRATION CATEGORY | Number of years post registration experience |
|---|------|------------------------------------|--|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |

Part C1: Agreement and Contract Data

| | | | |
|----|--|--|--|
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |
| 15 | | | |

(Attach additional pages if more space is required)

Note: This form should be completed for each key person listed in Form RD.D.2(attach a comprehensive C.V, and proof of Registration).

FORM RD.D.4 COMPANY EXPERIENCE

Tendering Company's experience of at least two (2) successfully completed Roads and Stormwater projects, with the largest of these projects valued at a minimum of R9 000 000. **(Attach appointment letters and completion certificates for each project as proof)**

Refer to clause C.3.11 of Part T1: Evaluation of tender offers (mandatory requirements)

Note: Form RD.D.4 must be complete for each project.

FORM RD.D.5 COMPANY EXPERIENCE (SPECIALIZED BRIDGE MAINTENANCE)

Specialized Bridge maintenance

(Series 8 of the bill of quantity and C3.8 of scope of works)

For specialized bridge maintenance the bidder should submit the following:

- Proof of bridge joint registration with Agrément South Africa
- Combined projects completion certificates as proof of completed Bridge maintenance work to the value of R 5 000 000.

Should the bidder not meet the above requirements then the bidders must attach a letter of agreement with the tender between the bidder and a specialist in bridge maintenance organisation and submit the following:

- Proof of Memorandum of agreement / understanding between the bidder and the specialist bridge maintenance organisation
- Proof of bridge joint registration with Agrément South Africa

Combined projects completion certificates as proof of completed Bridge maintenance work to the value of R 5 000 000

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

TABLE OF CONTENTS

C1.1 FORM OF OFFER AND ACCEPTANCE 75

 OFFER.....Error! Bookmark not defined.

 ACCEPTANCE 77

 SCHEDULE OF DEVIATIONS 78

 CONFIRMATION OF RECEIPT..... 80

C1.2 CONTRACT DATA.....81

C1.3 PERFORMANCE GUARANTEE Error! Bookmark not defined.

C1.4 CASH DEPOSIT GUARANTEE Error! Bookmark not defined.

C1.5 HEALTH AND SAFETY AGREEMENT 105

C1.6 APPLICATION FOR A PERMIT TO DEPARTMENT OF LABOUR TO DO CONSTRUCTION WORK 107

C1.7 ADJUDICATOR’S AGREEMENT 110

C1.1 FORM OF OFFER AND ACCEPTANCE

STAMP

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

TENDER FOR THE MAINTENANCE, REHABILITATION, UPGRADING AND INSTALLATION OF STORMWATER SYSTEMS, REPAIRS TO BRIDGES AND REPAIRS TO PAVED SURFACES OF THE CITY OF TSHWANE, AS AND WHEN REQUIRED FOR 3 YEARS PERIODS.

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this Offer has accepted the Conditions of Tender. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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 OFFERED TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX IS

R (in figures)

(in words)

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

FOR AND ON BEHALF OF THE TENDERER:

NAME:
(in BLOCK letters)

CAPACITY:
(of authorized agent)

SIGNATURE:

Part C1: Agreement and Contract Data

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

and drawings and documents or parts thereof, which may be incorporated by reference into 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:

Part C1: Agreement and Contract Data

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

TABLE OF CONTENTS

C.1.2.1 GENERAL CONDITIONS OF CONTRACT 82

C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT 83

C1.2.3 DATA PROVIDED BY THE EMPLOYER 95

C1.2.4 DATA PROVIDED BY THE CONTRACTOR..... 99

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><u>Add</u> 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><u>Add</u> 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><u>Add</u> 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> |
| | | <p><u>Add</u> the following new clause:</p> <p>1.1.1.36 “Work Package”</p> <p><i>“Work Package” is work to be carried out under this contract.</i></p> |
| | | <p><u>Add</u> the following new clause:</p> <p>1.1.1.36 “Package Order”</p> <p><i>“Package Order” is an instruction to carry out a Work Package.</i></p> |
| 1.2.1 | Delivery of notices | <p><u>Add</u> 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><u>Add</u> the following to the clause:</p> |

Part C1: Agreement and Contract Data

| | | |
|-------|--|--|
| | | <p>1.2.3.1 The Employer has authorised the Group Head: Regional Operations and Coordination to act on his behalf in respect of this Contract, save for such duties or functions:</p> <p>1.2.3.1.1 which other holders of office ex officio execute on behalf of the Employer; or</p> <p>1.2.3.1.2 for which the Regional Operations and Coordination has no authority and the Employer's approval is required before execution thereof.</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"> a) <i>Form of Offer and Acceptance</i> b) <i>Contract Data</i> c) <i>General Conditions of Contract</i> d) <i>Drawings</i> e) <i>Scope of Work</i> f) <i>Standard Specifications</i> g) <i>Bill of Quantities</i> h) <i>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>3.2.3.1 <i>certification of expenditure that exceeds the Contract Price in terms of Clause 1.1.1.10;</i></p> <p>3.2.3.2 <i>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>3.2.3.3 <i>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> |

| | | |
|-----|------------------|---|
| | | 3.2.3.4 <i>approval of any claim submitted by the Contractor in terms of Clause 10.1.</i> |
| 4.3 | Legal Provisions | <p>Add the following new sub-clause:</p> <p>4.3.3 <i>Wages and conditions of work:</i></p> <p>i. <i>For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the Bargaining Council for the Civil Engineering Industry Collective Agreement as published from time to time.</i></p> <p>ii. <i>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> <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 Contractor's Designer</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 Construction Work Permit</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> |
| 5.7.1 | 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 instruction explicitly states that the Contractor is entitled to additional compensation and cites the amount of such compensation or the basis upon which it is to be determined.</i></p> |
| 5.9.2 | Further drawings and instructions | <p>Add the following to the clause:</p> <p><i>All instructions shall be in writing</i></p> |
| 5.12 | Critical path provision | <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 Engineer rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.</i></p> |

| | | |
|--|--|--|
| | Extension of time due to abnormal rainfall | <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><i>V = Extension of time in calendar days in respect of the calendar month under consideration</i></p> <p><i>N_w = Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.</i></p> <p><i>R_w = Actual rainfall in mm for the calendar month under consideration.</i></p> <p><i>N_n = 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><i>R_n = 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><i>X = 20 unless otherwise provided in the Project Specifications</i></p> <p><i>Y = 10 unless otherwise provided in the Project Specifications</i></p> <p><i>The total extension of time shall be the algebraic sum of the monthly totals for the period under consideration. However, if the grand total is negative the time for completion shall not be reduced on account</i></p> |
|--|--|--|

| | | |
|-----|-----------------------|---|
| | | <p><i>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 (42.5 Critical Path Provision) hereof.</i></p> <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 (42.5 Critical Path Provision) hereof, exceed the number of "n" normal working days.</i></p> <p><i>The value of "n" does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (42.5 Critical Path Provision) hereof.</i></p> |
| 6.1 | Payment to Contractor | <p><u>Add</u> 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><u>Add</u> 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</i></p> |

| | | |
|-----|------------|--|
| | | <p><i>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> |
| 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> 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"> <i>a. Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Subcontractor);</i> <i>b. Accidental physical loss or damage to tangible property occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule. The minimum limit of indemnity for any one event is R10-million in respect of contracts with a contract value of up to R50-million (excluding VAT).</i> <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> <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</i></p> |
|--|--|--|

| | | |
|--|--|--|
| | | <p><i>following insurance policies at an insurance company within 14 (fourteen) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Employer's Agent, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</i></p> <ul style="list-style-type: none"> <i>a. All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i> <i>b. Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R10-million per claim with the number of claims unlimited.</i> <i>c. SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i> <i>d. In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Subcontractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles.</i> <i>e. Proof must also be submitted that the Contractor complies with the conditions of the following legislation:</i> <ul style="list-style-type: none"> <i>- Compensation for Occupational Injuries and disease, 1993</i> <i>- Unemployment Insurance Act, 1996</i> <i>- The Contractor shall in respect of the Site of the contract works appoint in writing a Section 16 appointee to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended.</i> <p>8.6.8 <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> <p>8.6.9 <i>Reporting of incidents</i></p> <p><i>In the event of an occurrence, which is likely to give rise to a claim under the insurance policy affected by the Employer, the Contractor / Subcontractors and Employer's Agent will adhere to the following procedures:</i></p> <ul style="list-style-type: none"> <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</i> |
|--|--|--|

| | | |
|--|--|--|
| | | <p><i>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></p> <p><i>c. The following documentation must be included with the claim documentation:</i></p> <ul style="list-style-type: none"> <i>- Photos of damages caused or suffered as proof or substantiation of the claims.</i> <p><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></p> <p><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> <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-four) hours giving the circumstances, nature and an estimate of the loss or damage.</i> <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> <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> <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:</i> |
|--|--|--|

| | | |
|--|--|---|
| | | <p><i>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 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> |
|--|--|---|

Part C1: Agreement and Contract Data

| | | |
|--|--|--|
| | | <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> |
|--|--|--|

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: | The time allocated by the Employer’s Agent | | | | | | | | | | | | | | | | | | | | | |
| 1.1.1.15 | The name of the Employer is: | City of Tshwane Metropolitan Municipality. | | | | | | | | | | | | | | | | | | | | | |
| 1.1.1.26 | The Pricing Strategy is: | Re-measurement Contract | | | | | | | | | | | | | | | | | | | | | |
| 1.2.1.2 | The address of the Employer is: | Physical Address: | Middestad Mall, 252 Thabo Sehume Street, Pretoria | | | | | | | | | | | | | | | | | | | | |
| | | Postal Address: | P.O. Box 440 PRETORIA 0001 | | | | | | | | | | | | | | | | | | | | |
| | | E-Mail Address: | Antongr@tshwane.gov.za | | | | | | | | | | | | | | | | | | | | |
| 1.1.1.16 | The name of the Employer’s Agent is: | Mr Steven Macheve | | | | | | | | | | | | | | | | | | | | | |
| 1.2.1.2 | The address of the Employer’s Agent is: | Physical Address: | Capitol Towers North, 225 Madiba Street, Pretoria | | | | | | | | | | | | | | | | | | | | |
| | | Postal Address: | P.O. Box 1409 PRETORIA 0001 | | | | | | | | | | | | | | | | | | | | |
| | | E-Mail Address: | stevenma@tshwane.gov.za | | | | | | | | | | | | | | | | | | | | |
| 3.1.3 | | <ul style="list-style-type: none">The Employer’s Agent is required to obtain approval of the Employer:<ul style="list-style-type: none">for expenditure on the Contract to exceed the Contract Price;prior to the execution of any of the following duties of functions: <table><tr><th>CLAUSE</th><th>DUTY/FUNCTION</th></tr><tr><td>3.2.1</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></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 |
| 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 | | | | | | | | | | | | | | | | | | | | | | |

Part C1: Agreement and Contract Data

| CLAUSE/OPTION | | DATA | |
|---------------|--|---|---|
| | | 5.13.2 | Reduction of penalty for delay |
| | | 5.14.2 | The issue of a Certificate of Practical Completion |
| | | 5.14.4 | The issue of a Certificate of Completion |
| | | 5.16.1 | The issue of a Final Approval Certificate |
| | | 6.3.1 | Variation Orders in respect of variations which are not small |
| | | 6.6 | Instruction to expend on Provisional and Prime Cost Sums |
| | | 6.11 | Adjustment of Preliminary and General allowances |
| | | 7.8.1 | Order to execute work of repair, etc. during the Defects Liability Period |
| | | 7.8.2 | Determination of value of repair work |
| | | 8.2.2.2 | Order to repair and make good damage arising from any excepted risk |
| 5.3.1 | The documentation required before commencement with Works execution are: | <ul style="list-style-type: none">• 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 failing to complete the works is: | The penalty will be of R 2000 per calendar working 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: | 1(one) Year | |
| 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.• The forms for the Guarantees is to contain the wording of the pro forma document included as C1.3 contained herein. | |
| | Liability of performance guarantee/cash deposit | The liability of the guarantee shall be for R 1 000 000 for the entire contract term (3 years) for Area A. The liability of the guarantee shall be for R1 000 000 for the entire contract term (3 years) for Area B. | |

| CLAUSE/OPTION | | DATA | | | | | | | | | | | | | | | | | | |
|---------------|--|---|-------------|-------------|-------|----------|-----------------------------------|-------------|----------|--------|-------------|----------|-------------------------|-------------|----------|-----------------------------|-------------|----------|------|-------------|
| 6.2.2 | Retention money guarantee | Not permitted | | | | | | | | | | | | | | | | | | |
| 6.8.2 | Adjustment in rates and/or prices | <ul style="list-style-type: none"> The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: “L” is the “Labour Index” and shall be Gauteng under CPI as published by Statistics South Africa. “P” is the “Plant Index” and shall be Plant and equipment under Mining and construction plant and equipment price index as published by Statistics South Africa. “M” is the “Material Index” and shall be Paints under PPI as published by Statistics South Africa. “F” is the “Fuel Index” and shall be Diesel under PPI as published by Statistics South Africa. <table border="1"> <thead> <tr> <th>Coefficient</th><th>Description</th><th>Value</th></tr> </thead> <tbody> <tr> <td><i>x</i></td><td>Portion not subject to adjustment</td><td>0.10</td></tr> <tr> <td><i>a</i></td><td>Labour</td><td>0.25</td></tr> <tr> <td><i>b</i></td><td>Civil Engineering Plant</td><td>0.30</td></tr> <tr> <td><i>c</i></td><td>Civil Engineering Materials</td><td>0.20</td></tr> <tr> <td><i>d</i></td><td>Fuel</td><td>0.25</td></tr> </tbody> </table> <p>(Coefficients a, b, c and d must sum to one)</p> <ul style="list-style-type: none"> The area nearest the Site is Tshwane. 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 | 0.25 | <i>b</i> | Civil Engineering Plant | 0.30 | <i>c</i> | Civil Engineering Materials | 0.20 | <i>d</i> | Fuel | 0.25 |
| Coefficient | Description | Value | | | | | | | | | | | | | | | | | | |
| <i>x</i> | Portion not subject to adjustment | 0.10 | | | | | | | | | | | | | | | | | | |
| <i>a</i> | Labour | 0.25 | | | | | | | | | | | | | | | | | | |
| <i>b</i> | Civil Engineering Plant | 0.30 | | | | | | | | | | | | | | | | | | |
| <i>c</i> | Civil Engineering Materials | 0.20 | | | | | | | | | | | | | | | | | | |
| <i>d</i> | Fuel | 0.25 | | | | | | | | | | | | | | | | | | |
| 6.8.3 | Price adjustment for variations in the cost of special materials | Not allowed | | | | | | | | | | | | | | | | | | |
| 6.10.1.5 | The percentage advance on materials not yet built into the Permanent Works is: | 0% (Zero percent) | | | | | | | | | | | | | | | | | | |
| 6.10.3 | Percentage retention is: | 10% (Ten percent) of monthly payment certificate exclusive of VAT for Area A. 10% (Ten percent) of monthly payment certificate exclusive of VAT for Area B. | | | | | | | | | | | | | | | | | | |
| | The limit of retention money is: | R 300 000.00 exclusive of VAT for Area A R 300 000.00 exclusive of VAT for Area B | | | | | | | | | | | | | | | | | | |
| 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)</p> | | | | | | | | | | | | | | | | | | |

Part C1: Agreement and Contract Data

| CLAUSE/OPTION | | DATA |
|---------------|---|--|
| | | Mr Lawrence Matjila (ronettm@tshwane.gov.za) (Tel: 012 358 1374) (lawrencem@tshwane.gov.za) |
| | The value of plant and materials supplied by the Employer to be included in the insurance sum is: | R 0 (zero) |
| | Responsibility for payment of deductibles in respect of Insurance of Works as well as Public Liability Insurance: | Deductibles are the responsibility of the Contractor |
| | Construction Plant: | Contractor to insure. Policy to be approved by Employer |
| 10.5 | Determination of disputes | Ad-hoc Adjudication Board |
| 10.5.3 | Number of Adjudication Board members to be appointed: | One |
| 10.6 | Disagreement with Adjudication Board's decision, refer matters to: | Court proceedings |

C1.2.4 DATA PROVIDED BY THE CONTRACTOR

| CLAUSE/OPTION | | DATA | |
|---------------|---|--|--|
| 1.1.1.9 | The name of the Contractor is: | | |
| 1.2.1.2 | The address of the Contract is: | • Physical Address: | |
| | | • Postal Address: | |
| | | • Fax to E-Mail: | |
| | | • E-Mail Address: | |
| 6.2.1 | The security to be provided by the Contractor shall be one of the following: | <p>Performance guarantee</p> <p>The liability of the guarantee shall be for R 1 000 000 for the entire contract term (3 years) for Area A.</p> <p>The liability of the guarantee shall be for R 1 000 000 for the entire contract term (3 years) for Area B.</p> | |
| 6.5.1.2.3 | The percentage allowance to cover profits and overhead charges for dayworks is: | <p>_____ %. (Maximum of 10% 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> | |

C1.3 FORM OF 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: *Contract end 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.

FOR AND ON BEHALF OF THE BANKER/INSURER:

BANKER/INSURER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____
2. _____

Part C1: Agreement and Contract Data

C1.4 GUARANTEE (CASH DEPOSIT)

CONTRACT NO.:

Employer: CITY OF TSHWANE

Contractor:

Description of Contract:

I/We, the undersigned,
(Contractor)

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

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

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

FOR AND ON BEHALF OF Contractor

NAME(s): (BLOCK LETTERS)

CAPACITY of authorized agents:

SIGNATURE(s) of authorized agents :

SIGNED at on this day of

WITNESS(s): (Full name – BLOCK LETTERS – and signature)

1.

2.

C1.5 HEALTH AND SAFETY AGREEMENT

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

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

AND

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

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

**TENDER FOR THE MAINTENANCE, REHABILITATION, UPGRADING AND INSTALLATION OF
STORMWATER SYSTEMS, REPAIRS TO BRIDGES AND REPAIRS TO PAVED SURFACES OF THE
CITY OF TSHWANE, AS AND WHEN REQUIRED FOR 3 YEARS PERIOD.**

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

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

NOW THEREFORE the parties agree as follows:

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

Part C1: Agreement and Contract Data

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

Index

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

(a) Construction Manager:

Construction Health and Safety

(b) Officer

Construction Health and Safety

(c) 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

19. Signature of the Principal Contractor

Page 109 of 275

Index

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.

¹ Delete as necessary

² Delete as necessary

Index

- 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.

SIGNED by:

Name:

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

SIGNED by:

Name:

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

SIGNED by:

Name:

the Adjudicator in the presence of

Witness

Name:

Address:

Date:

Witness:

Name

Address:

Date:

Witness:

Name:

Address:

Date:

Contract Data

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

Index

| | |
|---|---|
| 4 | The Adjudicator is/is not ³ 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. |

PART C2: PRICING DATA

³ Delete as necessary

TABLE OF CONTENTS

C2.1 PRICING INSTRUCTIONS 114

 1. General 114

 2. Pay Items 114

 3. Rates 115

 4. Corrections of entries made by tenderer 116

C2.2 PRICING SCHEDULE..... Error! Bookmark not defined.

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 The method of measurement published by the City of Tshwane in section 001 clause 04 and the clauses titled "Measurement and Payment" in the various sections of the Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005, is applicable, subject to the variations and amendments contained in section C3.5.
- 2.2 Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.
- 2.3 The item numbers appearing in the 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.
- 2.4 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

Index

2.5 The quantities set out in the Bill of Quantities are indicative quantities on past contracts and will only be used to provide a method to evaluate the bids and is not a true reflection of the actual expected quantities of the Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time.

2.6 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 | | | |

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.

Index

- 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.
- 3.9 The quantities set out in the Bill of Quantities are indicative quantities on past contracts and will only be used to provide a method to evaluate the bids and is not a true reflection of the actual expected quantities of the Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time.

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 BILL OF QUANTITIES

The quantities set out in the Bill of Quantities are indicative quantities on past contracts and will only be used to provide a method to evaluate the bids and is not a true reflection of the actual expected quantities of the Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The contract shall be based on the tendered unit rates and is subject to the availability of budget.

THE QUANTITIES IN THE BILL OF QUANTITIES ARE ONLY AN ESTIMATE AND WILL ONLY BE USED TO EVALUATE THE TENDERS.

CIDB rating required for category 7CE or higher registered contractors.

The intention is to appoint the two highest-scoring bidders, one for Area A and the other for Area B, based on the location of works as specified in Clause 3.1.4 (Scope of Works)

All items in the bill of quantities must be priced. Incomplete sections shall not be considered.

The employer reserves a right to conduct service provider's capability to deliver on the contract and as such any service provider found to pose a risk of non-delivery on any material fact will and/or shall be disqualified.

CITY OF TSHWANE
REGIONAL OPERATIONS AND COORDINATION DEPARTMENT
REGIONAL TECHNICAL OPERATIONS COORDINATION DIVISION

CONTRACT NO: ROC01 -2025/26

TENDER FOR THE MAINTENANCE, REHABILITATION, UPGRADING AND INSTALLATION OF STORMWATER SYSTEMS, REPAIRS TO BRIDGES AND REPAIRS TO PAVED SURFACES OF THE CITY OF TSHWANE, AS AND WHEN REQUIRED FOR 3 YEARS PERIOD.

Contract: ROC01 - 2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Index

CITY OF TSHWANE
REGIONAL OPERATIONS AND COORDINATION DEPARTMENT
REGIONAL TECHNICAL OPERATIONS COORDINATION DIVISION

CONTRACT NO: ROC01 -2025/26

TENDER FOR THE MAINTENANCE, REHABILITATION, UPGRADING AND INSTALLATION OF
STORMWATER SYSTEMS, REPAIRS TO BRIDGES AND REPAIRS TO PAVED SURFACES OF THE
CITY OF TSHWANE, AS AND WHEN REQUIRED FOR 3 YEARS PERIOD.

PORTION 2: CONTRACT

PART C3: SCOPE OF WORK

SCOPE OF WORK

INDEX

| Section | Description | Page No |
|-------------|--|-------------|
| C3.1 | DESCRIPTION OF THE WORKS..... | C3.1 |
| C3.2 | ENGINEERING..... | C3.2 |
| C3.3 | PROCUREMENT..... | C3.3 |
| C3.4 | CONSTRUCTION..... | C3.4 |
| C3.5 | MANAGEMENT..... | C3.5 |
| C3.6 | PARTICULAR SPECIFICATIONS AND VARIATIONS AND ADDITIONS TO THE STANDARD SPECIFICATIONS..... | C3.6 |
| C3.7 | CORRECTIONS AND AMENDMENTS TO THE STANDARD SPECIFICATIONS FOR MUNICIPAL CIVIL ENGINEERING WORKS, THIRD EDITION 2005 | C3.7 |
| C3.8 | SPECIFICATIONS FOR THE REHABILITATION OF BRIDGES THAT SUPPLEMENT TO THE COLTO STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE WORKS FOR STATE ROAD AUTHORITIES..... | C3.8 |
| C3.9 | REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS: HEALTH AND SAFETY SPECIFICATION..... | C3.9 |

Contract: ROC01 -2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.
Part C3: Scope of Work
Section: C3.1: Description of the Works

CITY OF TSHWANE
REGIONAL OPERATIONS AND COORDINATION DEPARTMENT
REGIONAL TECHNICAL OPERATIONS COORDINATION DIVISION

CONTRACT NO: ROC01 -2025/26

TENDER FOR THE MAINTENANCE, REHABILITATION, UPGRADING AND INSTALLATION OF STORMWATER SYSTEMS, REPAIRS TO BRIDGES AND REPAIRS TO PAVED SURFACES OF THE CITY OF TSHWANE, AS AND WHEN REQUIRED FOR 3 YEARS PERIOD.

C3.1 DESCRIPTION OF THE WORKS

Part C3.7: Scope of work

C3.1 DESCRIPTION OF THE WORKS

3.1.1 Employers objectives

The Strategic pillars to be addressed are.

- A city that delivers excellent services and protects the environment.
- Provide sustainable service infrastructure and human settlement
- A city that keeps residents safe.

3.1.2 Overview of the Works

The works involves construction of different diameter stormwater pipes, cleaning of blocked stormwater pipes and channels as well as the desilting of water courses. Repairs to bridges and bridge joints. Repairs to paved surfaces including block paving and other related works in the City of Tshwane.

3.1.3 Extent of the Works

(a) Conventional and labour-intensive construction methods

The following construction activities are to be executed:

1. Maintenance, rehabilitation, upgrading and installation of:
 - Stormwater pipes, box culverts, junction boxes, inlet structures, etc.
 - Concrete side drains, edge beams and kerbing, etc.
 - Repair of concrete channels
 - Repair of concrete elements
 - Erosion protection (gabion work)
 - Bridges
 - Bridge joints
 - Paved surfaces including block paving
2. Desilting of water courses

3.1.4 Compulsory Performance Standard

- a. The successful bidder is to submit Performance Guarantees and all insurance documents within 14-days upon formal request to do so
- b. The successful bidder is to commence with physical work within 7-days upon receipt of a works order
- c. The successful bidder is to submit works program within 3-days upon receipt of a works order
- d. The successful bidder is to achieve at least 90% performance compliance with the works program at all times
- e. The successful bidder is to correct sub-standard and/or poor quality work within 7-days upon receipt of a formal notice to do so
- f. The successful bidder is to effect any contractual remedies within 7-days upon receipt of a formal notice to do so

Part C3.7: Scope of work

City of Tshwane reserves a right to terminate the contract in terms of the provisions of the **General Conditions of Contract for Construction Works, Third Edition (2015)** should the successful bidder at any stage of the contract fail to adhere to any of the above stated compulsory Performance Standards and further reserves the right to instruct the contractor in the other area to carry out work in the affected area.

3.1.4 Location of the works

The location of the site consists of Area A (region 1, 2 and 3) and Area B (region 4, 5, 6 and 7) of the City of Tshwane.

3.1.5 Allocation of the works and Award Strategy

The intention is to appoint two highest-scoring bidders, one in Area A and the other in Area B as per location of works under clause 3.1.4 above, and the two bidders be subjected to market related price negotiation as per clause 3.1.6 below.

3.1.6 Market Related Price Negotiation

The city further reserves the right to negotiate a market related price with a tenderer scoring the highest points. If the tenderer does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the tenderer scoring the second highest points, if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the city reserves the right to cancel the tender and re-advertise it.

3.1.7 Bill of Quantities

The quantities set out in the Bill of Quantities are indicative quantities on past contracts and will only be used to provide a method to evaluate the bids and is not a true reflection of the actual expected quantities of the Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The contract shall be based on the tendered unit rates and is subject to the availability of budget.

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Section C3.2: Engineering

CITY OF TSHWANE
REGIONAL OPERATIONS AND COORDINATION DEPARTMENT
REGIONAL TECHNICAL OPERATIONS COORDINATION DIVISION

CONTRACT NO: ROC01 -2025/26

TENDER FOR THE MAINTENANCE, REHABILITATION, UPGRADING AND INSTALLATION OF STORMWATER SYSTEMS, REPAIRS TO BRIDGES AND REPAIRS TO PAVED SURFACES OF THE CITY OF TSHWANE, AS AND WHEN REQUIRED FOR 3 YEARS PERIOD.

C3.2 ENGINEERING

C3.2

ENGINEERING

Site specific detail designs will be provided when necessary by the REGIONAL OPERATIONS AND COORDINATION DEPARTMENT

The quantities provided on the bills for the above mentioned site specific designs will be provisional as the exact extent of work is rather impossible to determine and as such the final quantities for payments will be based on work done on site.

ASAP

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

C3.3: Procurement

CITY OF TSHWANE
REGIONAL OPERATIONS AND COORDINATION DEPARTMENT
REGIONAL TECHNICAL OPERATIONS COORDINATION DIVISION

CONTRACT NO: ROC01- 2025/26

TENDER FOR THE MAINTENANCE, REHABILITATION, UPGRADING AND INSTALLATION OF STORMWATER SYSTEMS, REPAIRS TO BRIDGES AND REPAIRS TO PAVED SURFACES OF THE CITY OF TSHWANE, AS AND WHEN REQUIRED FOR 3 YEARS PERIOD.

C3.3 PROCUREMENT

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

C3.3: Procurement

C3.3 PROCUREMENT

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

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

C3.4: Construction

CITY OF TSHWANE

REGIONAL OPERATIONS AND COORDINATION DEPARTMENT

REGIONAL TECHNICAL OPERATIONS COORDINATION DIVISION

CONTRACT NO: ROC01 -2025/26

TENDER FOR THE MAINTENANCE, REHABILITATION, UPGRADING AND INSTALLATION OF STORMWATER SYSTEMS, REPAIRS TO BRIDGES AND REPAIRS TO PAVED SURFACES OF THE CITY OF TSHWANE, AS AND WHEN REQUIRED FOR 3 YEARS PERIOD.

C3.4 CONSTRUCTION

C3.4 CONSTRUCTION

C3.4.1 Works specifications

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

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

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

C3.4.2 Contractor's Employees

C3.4.2.1 MINIMUM EMPLOYMENT CONDITIONS FOR CONVENTIONAL CONSTRUCTION WORKS

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

As a determination has not been made in terms of the aforesaid act for the building sector, the minimum employment conditions which will apply to this Contract shall be guided by the Amendment of Sectoral

Determination 2: Civil Engineering Sector published in the Government Gazette dated 4th September 2012, as and when amended from time to time.

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

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

C3.4.2.2. Employment contracts

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

C3.4.2.3 Normal working hours

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

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

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

C3.4.2.4 Minimum wages

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

C3.4: Construction

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

Overtime pay shall be 1.5 times the ordinary wage. An employee shall be paid fortnightly.

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

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

| Task Grade | Hourly Rate as per promulgation date up to 31 August 2025 | Hourly Rate from 1 September 2025 to 31 August 2026 (increase at 6.5%) | Hourly Rate from 1 September 2026 to August 2027 |
|-------------------|--|---|---|
| 1 | R51,00 | R54,32 | R57,85 |
| 2 | R52,20 | R55,59 | R59,21 |
| 3 | R53,65 | R57,14 | R60,85 |
| 4 | R55,66 | R59,28 | R63,13 |
| 5 | R63,02 | R67,12 | R71,48 |
| 6 | R71,58 | R76,23 | R81,19 |
| 7 | R81,97 | R87,30 | R92,97 |
| 8 | R91,91 | R97,88 | R104,25 |
| 9 | R103,38 | R110,10 | R117,26 |

C3.4.2.5 Short time (excluding short time due to inclement weather)

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

C3.4.2.6 Short time resulting from inclement weather

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

C3.4.2.7 Vacation leave

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

C3.4.2.8 Family responsibility leave

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

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

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

C3.4.2.9 Maternity leave

At least four (4) months unpaid leave.

C3.4.2.10 Sick leave

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

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

C3.4.2.11 Piece work

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

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

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

C3.4.3 EMPLOYMENT CONDITIONS FOR LABOUR INTENSIVE WORKS AND CONSTRUCTION

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

This clause contains the standard terms and conditions for workers employed in elementary

occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.

C3.4.3.1 Terminology

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

C3.4.3.2 Terms of Work

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

C3.4.3.3 Normal Hours of Work

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

C3.4.3.5 Meal Breaks

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

C3.4.3.6 Special Conditions for Security Guards

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

C3.4.3.7 Daily Rest Period

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

C3.4.3.8 Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be

performed by workers during their ordinary hours of work (“emergency work”).

C3.4.3.9 Work on Sundays and Public Holidays

- i. A worker may only work on a Sunday or public holiday to perform

emergency or security work.

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

C3.4.3.10 Sick Leave

- i. Only workers who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.
- ii. A worker who is unable to work on account of illness or injury is entitled to claim one day's sick leave for every full month that the worker has worked in terms of a contract.
- iii. A worker may accumulate a maximum of twelve days' sick leave in a year.
- iv. Accumulated sick-leave may not be transferred from one contract to another contract.
- v. An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- vi. An employer must pay a time-rated worker the worker's daily rate for a day's sick leave.
- vii. An employer must pay a worker sick pay on the worker's usual payday.
- viii. Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - a. absent from work for more than two consecutive days; or
 - b. absent from work on more than two occasions in any eight-week period.
- ix. A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

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

C3.4.3.11 Maternity Leave

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

C3.4.3.12 Family Responsibility Leave

- i. Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –

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

C3.4.3.13 Statement of Conditions

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

C3.4.3.14 Keeping Records

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

C3.4.3.15 Payment for the Labour-Intensive Component of the Works

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works

shall not relieve the Contractor in any way from his obligations either in contract or in delict.

- i. An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- ii. A worker may not be paid less than the minimum EPWP wage rate of R63.18 per day or per task. This will be adjusted annually on the 1st of November in line with inflation (available CPI as provided by StatsSA six (6) weeks before implementation).
- iii. A task-rated worker will only be paid for tasks that have been completed.
- iv. An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- v. A time-rated worker will be paid at the end of each month.
- vi. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- vii. Payment in cash or by cheque must take place –
 - a. at the workplace or at a place agreed to by the worker;
 - b. during the worker's working hours or within fifteen minutes of the start or finish of work;
 - c. in a sealed envelope which becomes the property of the worker.
- viii. An employer must give a worker the following information in writing –
 - a. the period for which payment is made;
 - b. the numbers of tasks completed or hours worked;
 - c. the worker's earnings;
 - d. any money deducted from the payment;
 - e. the actual amount paid to the worker.
- ix. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- x. If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

C3.4.3.16 Deductions

- i. An employer may not deduct money from a worker's payment unless the deduction
-

is required in terms of a law.

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

C3.4.3.17 Health and Safety

- i. Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- ii. A worker must –
 - a. work in a way that does not endanger his/her health and safety or that of any other person;
 - b. obey any health and safety instruction;
 - c. obey all health and safety rules of the EPWP;
 - d. use any personal protective equipment or clothing issued by the employer;
 - e. report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

C3.4.3.18 Compensation for Injuries and Diseases

- i. It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- ii. A worker must report any work-related injury or occupational disease to their employer or manager.
- iii. The employer must report the accident or disease to the Compensation Commissioner.

- iv. An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

C3.4.3.19 Termination

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

C3.4.3.20 Certificate of Service

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

- a. the worker's full name;
- b. the name and address of the employer;
- c. the EPWP on which the worker worked;
- d. the work performed by the worker;
- e. any training received by the worker as part of the EPWP;
- f. the period for which the worker worked on the EPWP;
- g. any other information agreed on by the employer and worker

C3.4.4 LABOUR INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

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

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

TABLE 1: SKILLS PROGRAMME FOR SUPERVISORY AND MANAGEMENT STAFF

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

Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: Gerard@ceta.co.za, tel: 011 265 5900)

C3.4.5 EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

C3.4.5.1 Requirements for the Sourcing and Engagement of Labour

- i. Unskilled and semi-skilled labour require for the execution of all labor-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour – Part 5, 1st edition, 2002.
- ii. Tasks established by the contractor must such that:
 - a) the average worker completes 5 tasks per week in 40 hours or less; and
 - b) the weakest worker completes 5 tasks per week in 55 hours or less.
- iii. The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 6.1.3.
- iv. The Contractor shall, through all available community structures, inform the local community of the labor-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - a) where the head of the household has less than a primary school education.
 - b) that have less than one full time person earning an income;
 - c) where subsistence agriculture is the source of income;
 - d) those who are not in receipt of any social security pension income.
- v. The Contractor shall endeavor to ensure that the expenditure on the employment of temporary workers is in the following proportions:
 - a. 60 % women.
 - b. 20 % youth who are between the ages of 18 and 35; and
 - c. 2 % on persons with disabilities.

C3.4.5.2 Specific Provisions Pertaining to SANS 1914-5

i. Definitions

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

ii. Contract participation goals

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

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

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

iii. Terms and conditions for the engagement of targeted labour

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

iv. Variations to SANS 1914-5

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

C3.4.5.3 Training of Targeted Labour

- i. The contractor shall provide all the necessary **Bold** Accredited training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
 - ii. The cost of the formal training of targeted labour, shall be measured and paid for in the schedule of quantities of this contract document.
 - iii. The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
 - iv. An allowance equal to 100 % of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of (iii) above.
 - v. This training should take place as close to the project site as practically possible. The CoT will ensure that training arrangements for participants are in place and appointment of the training provider facilitated in time.
 - vi. The project Manager and Consulting Engineer shall approve the training provided prior to commencement of training
-

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

C3.4.6 COMMUNITY LIAISON OFFICER

1. The successful tenderer shall abide by the approved council policy framework on the recruitment of expanded public works program (EPWP) beneficiary including the hiring of the community Liaison Officer (CLO)
 - a) A Community Liaison Officer (CLO) for liaison with the recipient community, who as part of his/her duties will also act as a Labour Desk Officer (LDO) for labour recruitment.
2. The CLO shall attend all site and other meetings concerning the project.
3. 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 First notch Task -T5
(Prior to deductions) monthly notch

The City of Tshwane's minimum Task- T5

4. Only one CLO shall be appointed per project. If the project 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 General Manager: Integrated Community Development, or their nominees, will interview prospective appointees and in their discretion appoint such CLO.
5. Notwithstanding the above, if the vastness of the project 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 in paragraph 4.
6. 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.
7. The main Contractor shall ensure that any Sub-Contractor he may appoint shall adhere to these conditions but also subject to the proviso's applicable to the duration of such sub-contract.
8. Should any of the above conditions be less favourable than any Bargaining Council Agreement or Act applicable to the Contractor, the more favourable condition will apply.

C3.4.7 Site Establishment

1. Contractor's Camp site

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

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

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

2. Water Supply

The Contractor shall make his own arrangement for potable and construction water

3. Power Supply

The Contractor shall make his own arrangements.

4. Ablution Facilities

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

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.

6. No laboratory facilities will be required on site.

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

C3.4: Construction

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.
Part C3: Scope of Work
C3.5 Management

CONTRACT NO: ROC01 -2025/26

TENDER FOR THE MAINTENANCE, REHABILITATION, UPGRADING AND INSTALLATION OF STORMWATER SYSTEMS, REPAIRS TO BRIDGES AND REPAIRS TO PAVED SURFACES OF THE CITY OF TSHWANE, AS AND WHEN REQUIRED FOR 3 YEARS PERIOD.

.

.

C3.5 MANAGEMENT

C3.5 MANAGEMENT

1. Construction Programme

The Contractor shall submit within the period stated in the Contract Data a suitable and realistic construction programme for the consideration of the Engineer.

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

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

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

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

If the programme has to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the time for completion as defined in Clause 42 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 55 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 12 of the General Conditions of Contract when drawing up his programme.

2. Sequence of the works

The Engineer will provide the contractor with job requests from time to time. The work shall be executed in accordance with prioritise given by the Engineer.

3. Accommodation of traffic

The following contain the Employer's general requirements for accommodating the traffic during construction:

The travelling public shall have the right of way on public roads and the contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

Failure to maintain road signs, warning signs, etc, in a good condition shall constitute ample reason for the engineer to bring the works to a stop until the road signs, etc, have been repaired to his satisfaction.

The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual Volume 2 Chapter 13.

The contractor shall submit proposals in connection with directional signs to the engineer for approval prior to construction.

Sufficient signage shall be provided, erected and relocated as necessary by the contractor to reroute traffic onto the deviations.

Special requirements for accommodation of traffic

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

- (a) Site personnel

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

(b) Failure to comply with provisions

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the travelling 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 this specification with respect to the accommodation of traffic.

In addition a time-related penalty of R500, 00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after the engineer has given an instruction to this effect. The engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

(c) Road signs and barricades

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.

(d) Canalisation devices and barricades

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

Delineators shall:

- (i) comply with the manufacturing and reflective requirements of the SARTSM and the blades shall be reversible with dimensions as indicated on the drawings;
- (ii) have smooth and round edges and be mounted on a post and base. All components shall be of durable plastic material;
- (iii) have the lower edge of the reflective part of the delineator mounted not lower than 250mm above the road surface;

- (iv) be capable of withstanding the movement of passing vehicles and gusting winds up to 60 km/h in typical working conditions without falling over. To achieve this, the base shall be at least 0,18 m² and ballasted by sandbags with sand;

- (v) together with its mounting be designed such that it will collapse in a safe manner under traffic impact.

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 alone, but shall be interspersed with delineators at a ratio not exceeding 3:1. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night time shall be demarcated by delineators only.

- (e) Warning devices

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

- (i) Vehicle mounted flashing lights

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

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

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

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

- (ii) Sign mounted flashing lights

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. The lights shall be operated during the hours of darkness.

- (f) Other traffic control measures ordered by the engineer

The engineer may instruct the contractor to provide any other road sign, reflective tape, etc not measured in standard pay items. Such road signs shall conform to the requirements of the SARTSM, or specification provided by the engineer. Similarly, in order to ensure that the travelling public is kept fully informed and warned on matters relating to the accommodation of traffic, construction sign posting and

the effect of the construction on the free flow of traffic through the site, the engineer may arrange for advertising in the press and/or for other forms of publicity.

(g) Flagmen

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

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

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

Flags shall be made from bright red or red-orange material and shall be square with a minimum side length of 600 mm. The flag shall be attached to a staff at least 1,0 m in length.

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

4. Extension of time on account of abnormal rainfall

Extension of time will be granted as prescribed in Section C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT, clause 5.12

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

C3.6 Particular Specifications and variations and additions to the Standard Specifications

CONTRACT NO: ROC01 -2025/26

TENDER FOR THE MAINTENANCE, REHABILITATION, UPGRADING AND INSTALLATION OF STORMWATER SYSTEMS, REPAIRS TO BRIDGES AND REPAIRS TO PAVED SURFACES OF THE CITY OF TSHWANE, AS AND WHEN REQUIRED FOR 3 YEARS PERIOD.

C3.6 PARTICULAR SPECIFICATIONS AND VARIATIONS AND ADDITIONS TO THE STANDARD SPECIFICATIONS

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work
Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

PROJECT SPECIFICATION AND SPECIAL PROVISIONS

The project specifications forms an integral part of the Standard Specifications and should be read together. In case of discrepancies the project specifications will take precedence.

SERIES 0: GENERAL

SECTION 001: GENERAL REQUIREMENTS AND CHARGES

B21: MATERIALS

Add the following to this item:

Where unspecified/unforeseen material will be used it must be purchased from a supplier approved by the Engineer.

B29: THE CONTRACTORS ESTABLISHMENT ON SITE:

Add the following to the clause

B29.05 MAKING USE OF SPECIALIST SUBCONTRACTORS

In instances where specialist subcontractors are necessary for execution of works not included in the Bill of Quantities, the Engineer or the employer shall provide the contractor with the works specifications as well as the required sub-contractor competency to which the contractor shall provide the employer within 7 days a minimum of three (3) quotations for approval. Such quotations should be complete and inclusive of sub-contractor’s profile.

The contractor shall accept full responsibility for the work executed by the Sub-contractor and for the payment of the work executed. The contractor’s payment for such work will be paid under the pay item on this section.

B31: MEASUREMENT AND PAYMENT

ITEM DESCRIPTION

UNIT

B001.04 Compliance with the Occupational Health and Safety Act and applicable regulations

B001.04.01 Provision of a Health and Safety plan

Change this item to read as follow

lump sum

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

the
for in

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

health and
20% will

Eighty percent (80%) of the amount will be paid when a safety plan has been received by the client. The remaining be payable when the completion certificate has been issued.

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

| ITEM | DESCRIPTION | UNIT |
|------------|--|-----------|
| B001.04.02 | Provision of Health and Safety file | per month |
| | Change this item to read as follow | |
| | The monthly rate 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. | |
| | The payment will be made at each month end when a certificate is due. | |
| | A consolidated health and safety file must be handed to the client on completion of the works. | |
| B001.04.03 | Provision of Construction supervisor | per month |
| | Change this item to read as follow | |
| | The monthly rate shall include full compensation for the provision of a competent and experienced Construction supervisor on a full time basis, for the duration of the construction work. | |
| | The payment will be made at each month end when the certificate is due. | |
| B001.04.04 | Provision of a Safety Officer | per month |
| | Change this item to read as follow | |
| | The rate tendered shall include full compensation for the provision of a competent and experienced safety officer on a full time basis, for the duration of the construction work. | |
| | The payment will be made at each month end when the certificate is due. | |

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work
Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

| | | |
|------------|----------------------------|-----------|
| B001.04.05 | Health and safety training | per month |
|------------|----------------------------|-----------|

Change this item to read as follow

The monthly rate shall include full compensation for the provision of training programs for the contractor’s employees and also, where applicable, for sub-contractors.

| | | |
|------------|---|------------|
| B001.04.06 | Provision of personal protective clothing and equipment | per worker |
|------------|---|------------|

per month

Change this item to read as follow

| | |
|--------------|--|
| compensation | The rate tendered per worker per month shall include full for the provision, maintenance, repair and/or replacement of damaged or unsuitable protective clothing and equipment for use by the contractor’s employees, sub-contractors or visitors on site. |
|--------------|--|

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work
Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

| | | |
|---------------|--------------------------|-------------------------|
| B001.04.08.02 | 24h Armed security guard | Per guard per hour (hr) |
|---------------|--------------------------|-------------------------|

The sums tendered shall include full compensation for the appointment of armed security guards that will be utilised for the protection of exposed services such as electrical cables etc. These guards must be available 24 hours a day.

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

Broken pipes/culverts are to be transported to the dump site. Where the existing pipelines/culverts fall within the trench excavation and backfilling. That is, the contractor must include in his tendered rate and allowance for any additional costs of removing the existing pipelines/culverts at the time of excavation for the new pipelines/culverts.

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

B11

MEASURE AND PAYMENT

Add the following pay items:

B101.06

Dismantle and remove pipelines

m

B101.06.01

Pipeline of diameter

B101.06.01.01

Up to 150mm

m

B101.06.01.02

Oven 150mm up to 300mm

m

B101.06.01.03

Oven 300mm up to 750mm

m

B101.06.01.04

Oven 750mm up to 1 650mm

m

B101.06.02

Culverts in height

B101.06.02.01

600 – 900mm height

m

B101.06.02.02

900 – 1 200mm height

m

B101.06.02.03

1 200 – 1 500mm height

m

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

| ITEM | DESCRIPTION | UNIT |
|------------|--|----------------|
| B101.07 | Cleaning of kerb inlets, junction boxes, grids, outlet structures and concrete channels. The rate will include the Removal of spoil material (within the free-haul distance of 3 km) | |
| B101.07.01 | Kerb inlets | |
| | per | |
| B101.07.02 | Junction boxes | |
| | per | |
| B101.07.03 | Grids | |
| | | per |
| B101.07.04 | Outlet structures | |
| | | per |
| B101.07.05 | Concrete channels | |
| | | m ³ |

Part C3: Scope of Work
Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

SECTION 102: ACCOMMODATION OF TRAFFIC

Item 102.14: Temporary traffic-control facilities

Amend pay item *102.14.01 Flagmen* to read as follow:

| Item | | Unit |
|------------|--------------------------------------|-----------------------|
| 102.14 | Temporary traffic-control facilities | |
| B102.14.01 | Flagmen | per site per day (pd) |

- B102.14.01

The rate tendered for this item shall include full compensation for all flagmen who may be required to control traffic by way of flags or portable STOP and GO-RY signs and shall include the provision of flags.

Amend pay item *102.14.09 Traffic cones* to read as follow:

| Item | | Unit |
|------------|--------------------------------------|-------------|
| 102.14 | Temporary traffic-control facilities | |
| B102.14.09 | Traffic cones | number (no) |

- B102.14.09

The unit of measurement shall be the number of traffic cones. The rate tendered for traffic cones shall include full compensation for providing as many cones as may be necessary, and for all labour and costs required for their placement, removal or moving as may be necessary.

- B102.14.10

The unit of measurement shall be the number of Plastic New Jersey barrier sections provided and erected in positions instructed by the Engineer.
The tendered rate shall include full compensation for supply, maintenance, their placement, removal or moving as may be necessary.

SECTION 103: OVERHAUL

Add the following clause

| | |
|-----|----------------------------------|
| B06 | Transportation of Heavy vehicles |
|-----|----------------------------------|

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

Instances where heavy machinery, like tracks excavators must be transported from one working site to another, when so ordered by the Engineer, coupled to the tender, a rate per event shall be applicable in the Bill of Quantities. (The rate shall include full compensation for the transport costs incurred for the event)

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work
Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

| B05 | | MEASUREMENT AND PAYMENT | |
|-----------|--|----------------------------|--|
| | | Change the following items | |
| Item | | Unit | |
| B103.01 | Overhaul on material outside the defined free-haul boundaries | m ³ - km | |
| | (Outside the 3 km free-haul boundaries as indicated by the | | |
| engineer) | The unit of measurement shall be the cubic metre of overhaul material hauled multiplied by the overhaul distance. | | |
| | Proof such as tally sheets to be provided by the contractor. | | |
| | | Add the following item | |
| Item | | Unit | |
| B103.06 | Transport of heavy machinery | | |
| | per event | | |
| | (Moving of equipment with caterpillar tracks to other work sites in the municipal area on written instruction from the engineer) | | |

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work
Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

SERIES 1: ANCILLARY WORKS

ADD THE FOLLOWING SECTION

S DAYWORKS (Working hours)

CONTENTS

- 01 SCOPE
- 02 DAYWORK
- 03 MEASUREMENT AND PAYMENT

01 SCOPE

This section covers dayworks and will deal with items not covered by other series or sections for measurement and payment.

02 DAYWORK

No Dayworks shall be undertaken unless written authorization has been obtained from the Engineer.

03 MEASUREENT AND PAYMENT

| Item | | Unit |
|--|---------------------------------------|------|
| B105.06 Labour during normal working hours | | |
| B105.06.01 | Unskilled labour | hr |
| B105.06.02 | Semi-skilled labour | hr |
| B105.06.03 | Skilled labour | hr |
| B105.07 Construction Plant | | |
| B105.07.01 | (Plant type size/ capacity indicated) | hr |

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

Part C3: Scope of Work
Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

SERIES 2: EARTHWORKS

SECTION 202: TRENCHING

ADDITIONS TO THE FOLLOWING CLAUSES

B11 DEALING WITH WATER

In instances where water pumps are needed to pump excess water from excavations to execute urgent work, the contractor will be required to supply pumps for this purpose.

B14 Cutting of Asphalt and other paved surfaces

The cutting of asphalt and other paved surfaces shall be in straight and parallel lines as set out by the Engineer or his representative and will be done by a diamond cutting wheel.

B17 Cleaning of stormwater pipes and boxed culverts

The cleaning of stormwater pipes and boxed culverts will include the removal of all silt, soil and any other material which causes the blockage. The rate will include the Removal of spoil material (within the free-haul distance of 3 km)

The Contractor will dig the necessary access pits so that the cleaning can be done. The Contractor will also carry out the necessary backfilling, and the clearing up and removal of surplus material to prescribed Municipal dumping sites.

B16 MEASUREMENT AND PAYMENT

Item 202.10: Removal of spoil material

Amend pay item 202.10: *Removal of spoil material* to read as follow:

| | | |
|------------|---|----------------|
| B202.10 | Removal of spoil material (within the free-haul distance of 3 km) | m ³ |
| B202.10.01 | To positions on site on written instruction of the engineer | |
| B202.10.02 | To the Municipal or dumping area to be provided by the engineer | m ³ |

- B202.10
 - B202.10.01

The rate tendered for this item shall include full compensation for removal of spoil material within the free-haul distance of 3km as indicated by the engineer.

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work
Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

- B202.10.02

The rate tendered for this item shall include full compensation for removal of spoil material within the free-haul distance of 3km as indicated by the engineer.

Item 202.15: Reinstatement of bitumen surfaced roads

Amend pay item 202.15: *Reinstatement of bitumen surfaced roads to read as follow:*

| Item | | Unit |
|---------|--|----------------|
| B202.15 | Repair of roads pavement layers (4% cement stab) | m ³ |

- B202.15

The rate tendered for this item shall include full compensation for the placing, stabilisation and compaction of road building material as indicated by the engineer.

Material to be supplied by the engineer or paid under item B001.07.

| | | Add the following items |
|---------------|---|-------------------------|
| ITEM | | DESCRIPTION |
| | | UNIT |
| B202.16 | Cutting of asphalt and other paved surfaces | |
| | m | |
| B202.17 | Cleaning of stormwater pipes and box culverts | |
| | m | |
| B202.17.01 | Cleaning of pipes | |
| B202.17.01.01 | | 300mm |

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

| | |
|---------------|---------|
| | m |
| B202.17.01.02 | 450mm |
| | m |
| B202.17.01.03 | 525mm |
| | m |
| B202.17.01.04 | 600mm |
| | m |
| B202.17.01.05 | 675mm |
| | m |
| B202.17.01.06 | 750mm |
| | m |
| B202.17.01.07 | 825mm |
| | m |
| B202.17.01.08 | 900mm |
| | m |
| B202.17.01.09 | 1 050mm |

m

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work
Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

| | | |
|---------------|---|---------|
| B202.17.01.10 | | 1 200mm |
| | m | |
| B202.17.01.11 | | 1 350mm |
| | m | |
| B202.17.01.12 | | 1 650mm |
| | m | |

Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

C3.6.22

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

m³

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

SERIES 5: DRAINAGE AND EROSION PROTECTION

SECTION 502: PREFABRICATED CULVERTS AND STORMWATER, WATER AND SEWERS

Add the following clause

B13 This clause is for the **lay only** rate where pipes or culverts are supplied by the client, paid under item B001.07.01 or item B502.28

B14 This clause is for the **supply only** rate where pipes are supplied by the contractor

B12 MEASUREMENT AND PAYMENT

Add the following items

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

UNIT

| | | |
|------------|---|----|
| B502.16.07 | Placing only of concrete slabs (Slabs will be supplied by the client, or paid under item B001.07.01) | no |
|------------|---|----|

B502.24 Laying **ONLY** of concrete pipe culverts, interlocking joint pipes

| | | |
|------------|---------|---|
| B502.24.01 | 450mm | m |
| B502.24.02 | 525mm | m |
| B502.24.03 | 600mm | m |
| B502.24.04 | 675mm | m |
| B502.24.05 | 750mm | m |
| B502.24.06 | 825mm | m |
| B502.24.07 | 900mm | m |
| B502.24.08 | 1 050mm | m |
| B502.24.09 | 1 200mm | m |
| B502.24.10 | 1 350mm | m |
| B502.24.11 | 1 500mm | m |

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work
Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

| | | |
|------------|---------|---|
| B502.24.12 | 1 650mm | m |
|------------|---------|---|

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

| ITEM | DESCRIPTION | UNIT |
|--|-------------|------|
| B502.25 Laying <u>ONLY</u> of concrete pipe culverts. Spigot and socket | | |
| B502.25.01 | 450mm | m |
| B502.25.02 | 525mm | m |
| B502.25.03 | 600mm | m |
| B502.25.04 | 675mm | m |
| B502.25.05 | 750mm | m |
| B502.25.06 | 825mm | m |
| B502.25.07 | 900mm | m |
| B502.25.08 | 1 050mm | m |
| B502.25.09 | 1 200mm | m |
| B502.25.10 | 1 350mm | m |
| B502.25.11 | 1 500mm | m |
| B502.25.12 | 1 650mm | m |
| B502.26 Laying <u>ONLY</u> of Ribbed HDPE pipe culverts. | | |
| B502.26.01 | 400mm | m |
| B502.26.02 | 500mm | m |
| B502.26.03 | 600mm | m |
| B502.26.04 | 700mm | m |
| B502.26.05 | 800mm | m |
| B502.26.06 | 900mm | m |
| B502.26.07 | 1000mm | m |
| B502.26.08 | 1 100mm | m |
| B502.26.09 | 1 200mm | m |

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

| | | UNIT | | |
|------------|--|--------|-------------|--|
| ITEM | | | DESCRIPTION | |
| | | | UNIT | |
| B502.26 | Laying <u>ONLY</u> rectangular portal culverts complete without precast invert slab (culverts will be paid under item B001.07.01) | | Span | |
| | | Height | | |
| B502.27.01 | | 450 | 300 | |
| | | | m | |
| B502.27.02 | | 450 | 375 | |
| | | | m | |
| B502.27.03 | | 450 | 450 | |
| | | | m | |
| B502.27.04 | | 600 | 300 | |
| | | | m | |
| B502.27.05 | | 600 | 450 | |
| | | | m | |
| B502.27.06 | | 600 | 600 | |

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

| | | |
|------------|-----|-----|
| | | m |
| B502.27.07 | 750 | 300 |
| | | m |
| B502.27.08 | 750 | 450 |
| | | m |
| B502.27.09 | 750 | 600 |
| | | m |
| B502.27.10 | 750 | 750 |
| | | m |
| B502.27.11 | 900 | 300 |
| | | m |
| B502.27.12 | 900 | 450 |
| | | m |
| B502.27.13 | 900 | 600 |
| | | m |
| B502.27.14 | 900 | 750 |
| | | m |

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

| | | |
|------------|-------|-------|
| B502.27.15 | 900 | 900 |
| | | m |
| B502.27.16 | 1 200 | 300 |
| | | m |
| B502.27.17 | 1 200 | 450 |
| | | m |
| B502.27.18 | 1 200 | 600 |
| | | m |
| B502.27.19 | 1 200 | 900 |
| | | m |
| B502.27.20 | 1 200 | 1 200 |
| | | m |
| B502.27.21 | 1 500 | 300 |
| | | m |
| B502.27.22 | 1 500 | 450 |
| | | m |
| B502.27.23 | 1 500 | 600 |

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work
Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

| | | |
|------------|-------|-----|
| | | m |
| B502.27.24 | 1 500 | 900 |
| | | m |

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

| ITEM | DESCRIPTION | |
|------------|-------------|-------|
| | | UNIT |
| | | Span |
| | Height | |
| B502.27.25 | 1 500 | 1 200 |
| | | m |
| B502.27.26 | 1 500 | 1 500 |
| | | m |
| B502.27.27 | 1 800 | 600 |
| | | m |
| B502.27.28 | 1 800 | 900 |
| | | m |
| B502.27.29 | 1 800 | 1 200 |
| | | m |
| B502.27.30 | 1 800 | 1 500 |
| | | m |
| B502.27.31 | 1 800 | 1 800 |
| | | m |

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

| | | |
|------------|-------|-------|
| B502.27.32 | 2 100 | 600 |
| | | m |
| B502.27.33 | 2 100 | 900 |
| | | m |
| B502.27.34 | 2 100 | 1 200 |
| | | m |
| B502.27.35 | 2 100 | 1 500 |
| | | m |
| B502.27.36 | 2 100 | 1 800 |
| | | m |
| B502.27.37 | 2 100 | 2 100 |
| | | m |
| B502.27.38 | 2 400 | 600 |
| | | m |
| B502.27.39 | 2 400 | 900 |
| | | m |
| B502.27.40 | 2 400 | 1 200 |

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

| | | |
|------------|-------|-------|
| | | m |
| B502.27.41 | 2 400 | 1 500 |
| | | m |
| B502.27.42 | 2 400 | 1 800 |
| | | m |
| B502.27.43 | 2 400 | 2 400 |
| | | m |
| B502.27.44 | 3 000 | 600 |
| | | m |
| B502.27.45 | 3 000 | 900 |
| | | m |
| B502.27.46 | 3 000 | 1 200 |
| | | m |
| B502.27.47 | 3 000 | 1 500 |
| | | m |
| B502.27.48 | 3 000 | 1 800 |
| | | m |

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work
Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

| | | |
|------------|-------|-------|
| B502.27.49 | 3 000 | 2 400 |
| | | m |

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

| ITEM | DESCRIPTION | |
|------------|-------------|-------|
| | | UNIT |
| | | Span |
| | Height | |
| B502.27.50 | 3 000 | 3 000 |
| | | m |
| B502.27.51 | 3 600 | 600 |
| | | m |
| B502.27.52 | 3 600 | 900 |
| | | m |
| B502.27.53 | 3 600 | 1 200 |
| | | m |
| B502.27.54 | 3 600 | 1 500 |
| | | m |
| B502.27.55 | 3 600 | 1 800 |
| | | m |
| B502.27.56 | 3 600 | 2 400 |
| | | m |

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

| | | | |
|------------|---|-------|---|
| B502.27.57 | 3 600 | 3 600 | m |
| B502.28 | Supply <u>ONLY</u> of concrete pipes, interlocking joint pipes (50d) | | |
| B502.28.01 | 450mm | | m |
| B502.28.02 | 525mm | | m |
| B502.28.03 | 600mm | | m |
| B502.28.04 | 675mm | | m |
| B502.28.05 | 750mm | | m |
| B502.28.06 | 825mm | | m |
| B502.28.07 | 900mm | | m |

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

| | |
|------------|---------|
| B502.28.08 | 1 050mm |
|------------|---------|

| | |
|--|---|
| | m |
|--|---|

| | |
|------------|---------|
| B502.28.09 | 1 200mm |
|------------|---------|

| | |
|--|---|
| | m |
|--|---|

| | |
|------------|---------|
| B502.28.10 | 1 350mm |
|------------|---------|

| | |
|--|---|
| | m |
|--|---|

| | |
|------------|---------|
| B502.28.11 | 1 500mm |
|------------|---------|

| | |
|--|---|
| | m |
|--|---|

| | |
|------------|---------|
| B502.28.12 | 1 650mm |
|------------|---------|

| | |
|--|---|
| | m |
|--|---|

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

| ITEM | DESCRIPTION | UNIT |
|------------|---|------|
| B502.29 | Supply <u>ONLY</u> of concrete pipes. Spigot and socket pipes(50d) | |
| B502.29.01 | 450mm | m |
| B502.29.02 | 525mm | m |
| B502.29.03 | 600mm | m |
| B502.29.04 | 675mm | m |
| B502.29.05 | 750mm | m |
| B502.29.06 | 825mm | m |
| B502.29.07 | 900mm | m |
| B502.29.08 | 1 050mm | |

Part C3: Scope of Work
Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

| | | |
|------------|--|---|
| | m | |
| B502.29.09 | 1 200mm | |
| | m | |
| B502.29.10 | 1 350mm | |
| | m | |
| B502.29.11 | 1 500mm | |
| | m | |
| B502.29.12 | 1 650mm | |
| | m | |
| B502.30 | Supply <u>ONLY</u> of 4 kN Ribbed HDPE pipes. | |
| B502.30.01 | 400mm | |
| | | m |
| B502.30.02 | 500mm | |
| | | m |
| B502.30.03 | 600mm | |
| | | m |
| B502.30.04 | 700mm | |

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work
Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

| | | |
|------------|---------|---|
| | | m |
| B502.30.05 | 800mm | |
| | | m |
| B502.30.06 | 900mm | |
| | | m |
| B502.30.07 | 1000mm | |
| | m | |
| B502.30.08 | 1 100mm | |
| | m | |
| B502.30.09 | 1 200mm | |
| | m | |

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work
Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

SERIES 6: ROADS AND PARKING AREAS

AMEND THE FOLLOWING SECTION

SECTION 608.01 Replacing of failed layers

| | | | |
|--------------------------|---|-------------------------|---------|
| B05 | | MEASUREMENT AND PAYMENT | |
| Amend the following item | | | |
| ITEM | DESCRIPTION | | UNIT |
| B608.01.03 | Backfilling of excavations with: | | |
| B608.01.03.03.01 | Placing foundation layers with continously graded asphalt base (4.5%) (Less than 10t per day) | | ton (t) |
| B608.01.03.03.02 | Placing foundation layers with continously graded asphalt base (4.5%) (Greater than 10t per day) | | ton (t) |
| B608.01.03.04.01 | Replacing foundation layers with Continuously medium graded asphalt (5%) (Less than 10t per day) | | ton (t) |
| B608.01.03.04.02 | Replacing foundation layers with Continuously medium graded asphalt (5%) (Greater than 10t per day) | | ton (t) |

• B608.01.03 Backfilling of excavations

The unit of measurement shall be a ton of asphalt placed in accordance with the specified requirements. The quantity will be computed in accordance with the certified weighbridge tickets issued in the case of asphalt. Payment will not be made for wasted material.

The tendered rates shall include full compensation for providing all the material, irrespective of its origin, for all mixing, placing, compacting and finishing as specified in this section and other appropriate sections, for all transport, work in restricted areas, and also for all machinery, equipment, labour, supervision and other incidentals for executing the work as specified.

Part C3: Scope of Work

Section C3.6: Particular Specifications and variations and additions to the Standard Specifications

SPECIAL NOTE:

1. Only 5 (five) days are allowed to clear up after working at a site. The work site must be in the same condition as before the work began.
2. The Contractor will be expected to begin with the work within 24 hours after receiving the priority list and/or program.
3. The Engineer shall have full control over which works are to be allocated and the sequence of construction of all allocations.
4. Works shall be allocated within the scope and the duration of this Contract for construction as and when directed.
5. The cleaning of pipes with a diameter smaller than 750mm shall be cleaned using an approved **high pressure (260 KPa)** water jet cleaning machines. Pipes of 750 mm and larger may be cleaned by hand. The Contractor will repair and /or replace these structures in accordance with the standard specifications for the **Municipal Civil Engineering works**, the accompanying standard detailed drawings and **Road Sign Note Code 13**.
1. The total amount of work for the duration of the tender period can not be determined in advance. A separate work instruction will be issued for each type of work and site. The amount of each work instruction may vary. For example: from 1m to an undetermined number of meters of pipe to be cleaned. (The unit price must be such that it provides for small volumes of work in various residential areas and non residential areas of the CoT)
8. The CoT will provide all information regarding services in the vicinity of the works. If any of these indicated services are damaged, they will be repaired at the Contractor's expense. If any services that were not indicated are damaged, they will be repaired at the CoT expense. Where there is an indication that there are no services at the specific work site, all excavations to explore the services must be done by and.

Contract: ROC01 -2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.7: Corrections and Amendments to the Standard Specifications for Municipal Civil Engineering Works, Third Edition 2006

CITY OF TSHWANE
REGIONAL OPERATIONS AND COORDINATION DEPARTMENT
REGIONAL TECHNICAL OPERATIONS COORDINATION DIVISION

CONTRACT NO: ROC01 -2025/26

TENDER FOR THE MAINTENANCE, REHABILITATION, UPGRADING AND INSTALLATION OF STORMWATER SYSTEMS, REPAIRS TO BRIDGES AND REPAIRS TO PAVED SURFACES OF THE CITY OF TSHWANE, AS AND WHEN REQUIRED FOR 3 YEARS PERIOD.

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

There are no corrections and amendments to the Standard Specifications for Municipal Engineering Works, Third Edition 2005

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

CITY OF TSHWANE

REGIONAL OPERATIONS AND COORDINATION DEPARTMENT

REGIONAL TECHNICAL OPERATIONS COORDINATION DIVISION

CONTRACT NO: ROC01 -2025/26

TENDER FOR THE MAINTENANCE, REHABILITATION, UPGRADING AND INSTALLATION OF STORMWATER SYSTEMS, REPAIRS TO BRIDGES AND REPAIRS TO PAVED SURFACES OF THE CITY OF TSHWANE, AS AND WHEN REQUIRED FOR 3 YEARS PERIOD.

.

**C3.8 SPECIFICATIONS FOR THE REHABILITATION OF BRIDGES THAT
SUPPLEMENT TO THE COLTO STANDARD SPECIFICATIONS FOR
ROAD AND BRIDGE WORKS (1998) FOR STATE ROAD
AUTHORITIES**

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

CONTENTS

| | |
|---------|---|
| C12 100 | ACCESS FOR BRIDGE REHABILITATION |
| C12 300 | SURFACE AND STRUCTURAL REPAIR OF CONCRETE MEMBERS |
| C12 400 | GROUTING AND CRACK INJECTION |
| C12 600 | PROTECTIVE COATINGS AND TREATMENTS FOR CONCRETE |
| 800 | REPLACEMENT AND REPAIR OF ANCILLARY BRIDGE ELEMENTS |

SECTION 12100: ACCESS FOR BRIDGE REHABILITATION

C12 101 SCOPE

This specification covers the requirements for the provision of suitable and safe access to all areas requiring concrete demolition, repair work or rehabilitation of bridges in accordance with the contract, and for inspections by the Engineer.

This specification shall be read with the COLTO Standard Specifications for Road and Bridge Works (1998), in particular Section 1200: General Requirements and Provisions, and Section 1300: Contractor's Establishment on Site and General Obligations of the Standard Specification.

C12 102 INTERPRETATION

a) Supporting Specifications

The following specifications shall be read with, and shall form part of the contract: Project Specification

COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 Edition).

SABS and BS standards referred to in this specification.

b) Definitions

(i) Temporary works

The temporary works necessary for access to the work area includes all foundations, scaffolding and support structures, working platforms, cradles, fixtures to existing structural members, etc required for the safe access to and execution of the work, and for the protection of passing persons, animals and vehicles against injury or damage and prevention of damage and littering to the environment(ii) Mobile access unit.

A mobile access unit consists of a vehicle-mounted access gantry and work platform, including mobile crane type units.

(iii) Location

Location means a specific bridge as a whole where rehabilitation work has to be done.

(iv) Structural Element

Setting up at each structural element as measured in the pricing schedule shall include all movement from point to point on a particular element. Structural elements are abutments, piers, decks and parapets/balustrades/edges of deck only. Other parts of a bridge shall be deemed to be included in the structural element to which they are most closely associated. A pier, abutment, deck or balustrade/parapet/edge of deck may comprise single or multiple elements.

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

C12 103 GENERAL REQUIREMENTS

The Contractor shall provide and will be responsible for safe access structures and work platforms to all areas requiring remedial work. The access and temporary works shall be designed, constructed and maintained in accordance with the current relevant safety regulations, all in compliance with the Occupational Health and Safety Act (Act 85 of 1993) and its applicable Regulations, and shall remain in place until removal is authorised by the Engineer. Appropriate allowances shall be made for screening of the work and other protective measures required by the various work activities.

Access and work platforms may be provided from overhead mobile access gantries or vehicles, or from temporary works supported from the ground or fixed to structural members. The design and erection/construction of such temporary works shall be certified by a professional Engineer on behalf of the Contractor to comply with the relevant safety regulations regarding strength and stability for all imposed loads that can be anticipated to arise from the specified work activities.

Notwithstanding approval given by the Engineer for the design and drawings prepared by the Contractor and the acceptance of temporary works including the working platform(s) and access structure(s) as constructed, the Contractor shall be solely responsible for the safety and adequacy of the temporary works and shall indemnify and keep indemnified the Employer and Engineer against any losses, damage to persons or property, all claims, demands, proceedings, damages, costs, charges and expenses whatsoever, which may arise out of or in consequence of the design, construction, use and maintenance of the temporary works.

For works on, over, under or adjacent to any railway line which is controlled by Transnet, the Contractor shall comply, inter alia, with the requirements for the preparation and submission of drawings for falsework and formwork, and the submission of certificates for the proper construction thereof, all in accordance with the latest Transnet Specification, E7 (2). The Contractor shall submit to the Engineer the relevant design details and drawings of the working platform(s) and access structures for comment and/or record purposes.

Abseiling techniques shall not be allowed.

The Contractor shall comply with any additional imposed or physical restraints upon the means of access to and from the structure as stated in the project specification and/or the drawings.

The Contractor shall provide access facilities for inspection and testing by the Engineer, including the inspection at the end of the maintenance period. Any specific access facility required for the inspection at the end of the maintenance period shall be as specified in the pricing schedule.

C12 104 MATERIAL

All timber, structural steel and scaffolding used shall be free from defects that may prejudice the stability of the working platform(s) and access structures. The jacks, devices, clamps and fittings shall all be in good working order and of adequate design and strength.

The type, grade and condition of the material shall be subject to the Engineers' inspection.

C12 105 PLANT AND EQUIPMENT

a) Mobile Access Units

Access structures and work platforms mounted and operated from a mobile vehicular support base shall be of an approved type and capacity for the intended use. The unit shall at all times be operated within the recommended limits in terms of reach and capacity as stated by the manufacturer or the authority responsible for the operation and maintenance of the access unit.

The Contractor shall, prior to dispatching the mobile access unit to the site, provide certification from the manufacturer or the operating authority that the unit has been thoroughly inspected and serviced, that the unit is functioning properly and that it complies with the relevant safety regulations.

b) Scaffolds, Platforms and Cradles

Temporary works entailing scaffolds, platforms and cradles providing access to the work area shall be assembled and constructed from materials and structural sections complying with the relevant specifications. The temporary works shall be designed, erected, operated, maintained and dismantled so as to ensure safe working conditions for all site personnel, and where necessary the safety of the general public having access to the site.

C12 106 CONSTRUCTION

All temporary access structures and work platforms and associated works shall be erected, modified, maintained and dismantled under the direction of an experienced and competent supervisor or safety officer.

Prior to using any temporary access structure or facility, and at regular intervals thereafter, or following unforeseen circumstances, the temporary works shall be inspected and certified by a suitably experienced and qualified person on behalf of the Contractor.

To ensure the safety of, and to prevent injury or damage to passing persons, vehicles, animals, etc the temporary works shall be enclosed with a suitable screening membrane or boarding where necessary to contain material or work equipment within the limits of the restricted work area.

Suitable debris containers and chutes shall be provided to assist in the removal of debris and unusable or rejected materials.

Where temporary works are to be fixed to, or supported from an existing permanent structure, the location shall be subject to the approval by the Engineer. Such temporary works shall be removed when the work is completed and any holes, surface damage or blemishes arising from the fixture shall be repaired to the surface finish of the adjacent surface to the satisfaction of the Engineer.

C12 107 MEASUREMENT AND PAYMENT

The payment items in this clause shall include full compensation for all works items associated with the provision of suitable and safe access to all areas on site which are not already covered by the measurement and payment items of the Standard Specifications, i.e. all temporary works related to access structures and work platforms, or mobile access units including associated plant, equipment and labour.

| Item | Unit |
|--|---|
| 1/65.01 Fixed charges for bridges | (Charges per bridge / per event) |

Subitem 1/65.01 "Fixed charges for bridges" shall be deemed to include full compensation for all charges pertaining to site establishment as well as to health and safety per bridge per event.

C121.01 Temporary access structures and work platforms

Access and Platform to (height range indicated)

- i) Design, supply and erect at the following structural elements and height ranges inclusive of dismantling and moving to the next structural elementlump sum/ meter/No
- ii) Dismantle and remove from location or structure..... lump sum

The unit of measurement for each sub-item shall be either lump sum, meter or the number as scheduled.

The height range shall be measured from the average ground surface to the agreed height limit accessed from the work platform.
The height range shall be measured in the following height bands:

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

- 0 m up to 5,0 m
- Exceeding 5,0 m up to 10,0 m
- Exceeding 10,0 m up to 20,0 m
- Etc. in increments of 10 m height

The tendered amount shall include full compensation for design, supply, fabrication, erection, dismantling, movement and for all labour, materials, and equipment required for the above works including the inspections, supervision by the safety officer and maintenance of the temporary access structure and work platform.

The amount shall also include for all temporary traffic accommodation required during the deployment of the access equipment.

Payment shall be made on completion of each sub item.

F121.02 Mobile access units

- (a) Establishment of mobile access unit on site (description of unit).....lump sum
- (b) Setting up of mobile access unit at each location (bridge location) and removal after completionnumber (No)
- (c) Operation of mobile access unit during repair work at each location(bridgestructure).....days
- (d) Operation of mobile access unit during inspections by the engineer.hours (h)
- (e) Standing time authorised by the engineer.....hours (h)
- (f) De-establishing and removal of mobile access unit from site after completion of worklump sum

The unit of measurement for each subitem shall be the lump sum, number or hours as indicated.

The tendered amounts and rates shall include full compensation for all labour, plant and equipment required to procure, transport to site and to establish the mobile access unit including all costs related to inspection, operation and maintenance of the unit on site. The amount shall also include all temporary traffic accommodation required during the deployment of the access unit.

The tendered rate for subitems (a) and (f) shall cover all costs necessary for establishing and de-establishing of the mobile access unit on site.

The tendered rate for subitem (b) shall cover the cost for setting up of the mobile unit at each of the number of locations scheduled, and removal after completion of the work at the location.

The tendered sum for subitem (c) shall cover all costs for operating the mobile access unit on location for the full time required to complete the repairs, depending on the critical path of the construction programme. No additional days of compensation will be allowed for operation of the mobile access unit, due to the fact that the contractor's programme and progress will determine the total duration for which the mobile access unit is required to do repair work. Any duration exceeding the scheduled quantity of days for the mobile access unit will be for the contractor's own account. Idle time and standing time shall not be measured separately and shall be deemed to be included in the tendered sum for operation of the mobile unit.

The tendered rate for subitem (d) shall cover the cost of operation of the mobile access unit as required by the engineer. No payment shall be considered for this item if the engineer requires the use of the mobile access unit while it is on location for the normal work to be done under the contract and not specially re-established on the location for the purpose of inspection only.

The tendered rate for subitem (e) shall cover the cost for standing time ordered or authorised by the engineer on occasions where the mobile access unit is specifically required for the use of the engineer.

Item

Unit

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

C121.03 Access at end of maintenance period

(Description of location)..... lump sum

The unit of measurement shall be the lump sum for access to each site at the end of the maintenance period as ordered by the Engineer.

The tendered amount shall include full compensation for all labour, material, plant or equipment including plant operators required to provide suitable and safe access for the Engineer to carry out the necessary inspections as measured in the pricing schedule.

SECTION 12300: SURFACE AND STRUCTURAL REPAIR OF CONCRETE MEMBERS C12 301

SCOPE

This specification covers the requirements for the surface and structural repair of structural concrete members. It covers the requirements for the removal of defective or contaminated concrete and/or reinforcement, the preparation of the exposed concrete surface and reinforcement for the rehabilitation of the member, and the repair or replacement of concrete with cementitious mortars, epoxy systems and proprietary concrete repair compounds.

The removal of defective or contaminated concrete, partial removal of concrete sections and the initial preparation of contact surfaces are covered in Section 12 200.

C12 302 INTERPRETATION

a) Supporting specifications

The following specifications shall be read with and shall form part of the contract:

- i) Project Specification
- ii) COLTO Standard Specifications for Road and Bridge Works (1998).

C12 303 MATERIALS

a) General

In addition to compliance with the requirements of the COLTO Standard Specifications Series 6000, materials shall comply with the relevant requirements of Clause 12 303 (b).

b) Cementitious mortar or concrete

Materials used in the cementitious mortar or concrete shall comply with the following requirements:

- i) Cement

Cement shall be ordinary CEM.1. (42.5) or CEM.1(42.5R).

- ii) Aggregates

Aggregates shall comply with the requirements of SABS 1083.

c) Admixtures

Admixtures shall comply with the requirements of ASTM C-194 or AASHTO M-154 and shall be of an approved brand and type.

d) Epoxy systems

Epoxy systems shall consist of a solvent-free, two-part adhesive consisting of a resin and hardener curing at ambient temperatures. The hardener shall be amine based with a high resistance to moisture. The epoxy shall be

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

supplied and used in accordance with the manufacturer's instructions and recommendations regarding the intended use thereof. Aggregate for epoxy mortars shall be kiln-dry when mixed with the epoxy system.

Table C12303/1: Characteristic Compressive strength (minimum) of Epoxy System @ 25°C

| AGE (DAYS) | COMPRESSIVE STRENGTH (MPa) |
|---------------|-------------------------------|
| 1 | 60 |
| 3 | 80 |
| 7 | 90 |

e) Proprietary cementitious repair compounds

The materials for proprietary cementitious repair compounds shall be supplied as a factory pre- packed dry premix of cements, aggregate and other proprietary products requiring only the addition of pre-packed liquid or a prescribed volume of water of an approved quality to produce the usable repair product. The proprietary repair compound shall compensate for shrinkage in both the plastic and hardened states and shall be suitable for use in the proposed mix and placing techniques.

Proprietary concrete shall be highly workable and self-compacting without the use of vibrators. The aggregate grading shall be designed to prevent segregation during transportation and placing. The concrete system shall have a low alkali content to ensure minimal risk of alkali-silica reaction and shall contain no chlorides. The proprietary concrete shall comply with the material properties as indicated on the detail drawings, alternatively the following shall apply:

Table C12303/2: Characteristic Compressive strength (minimum) of proprietary cementitious repair compounds ASTM C-109

| AGE | COMPRESSIVE STRENGTH (MPa) |
|---------|-------------------------------|
| 3 hours | 12 |
| 1 day | 25 |
| 7 days | 35 |
| 28 days | 40 |

Table C12303/3: Bond strength (minimum) of proprietary cementitious repair compounds ASTM C-8823

| AGE | COMPRESSIVE STRENGTH (MPa) |
|--------|-------------------------------|
| 1 day | 10 |
| 7 days | 17 |

Thermal co-efficient of expansion (ASTM C531) $9,0 \times 10^{-6}$ mm/mm/°C

Modulus of Elasticity (Static): 30 GPa < Ec < 35 GPa - BS 1881 : Part 121 : 1983

All the necessary health, safety and fire precautions stated by the manufacturer shall be complied with.

Only material of which the shelf life has not expired shall be used.

f) Bonding agents

Non-cementitious bonding agents shall be either a single-component emulsion based on modified acrylic type resins or a slow-setting, solvent-free epoxy resin supplied as a two-part material, pre- packaged and ready for on-site mixing and application, and shall be of an approved brand and type suited to the application.

g) Anti-corrosion primer for reinforcement

The anti-corrosion primer shall be a single component zinc rich primer with a minimum volume solids of 30% complying to a 700 hour salt spray resistance to exposure as per ASTM B-117.

The primer shall be supplied and used in accordance with the manufacturer's instructions and recommendations regarding the intended application. All necessary health, safety and fire precautions stated by the manufacturer shall be complied with.

C12 304 PLANT AND EQUIPMENT

All plant and equipment used for the preparation of concrete surfaces, batching of material and mixing operations shall be in good working order and suited for the intended use. The plant shall be inspected, serviced and calibrated at regular intervals and tested to ensure proper functioning, all to the satisfaction of the Engineer.

C12 305 CONSTRUCTION

a) Preparation of repair surfaces

i) Preparation of concrete contact surface

All surface laitance and damaged, loose and soft concrete, concrete containing aggressive ions e.g. chloride, as well as all foreign materials such as oil, paint, grease, etc shall be removed from the contact surface using pneumatic chisels or other approved mechanical equipment or thermal/hydraulic techniques. The contact surface shall be treated to expose the aggregate by means of sand blasting or high-pressure water-jetting or where it can be shown to produce the required aggregate exposure, a hard brush may be used subject to the Engineer's approval.

The mechanically prepared concrete surface shall be cleaned of dust by means of oil-free compressed air or water-jetting.

The area to be repaired shall be bounded by straight line edges cut to the required depth using a diamond cutting saw, angle grinder or other approved equipment. The edges shall be recessed such that the patch has a thickness at the edge of at least twice the maximum aggregate size of the patching material, but in any case not less than 10 mm.

ii) Preparation and protection of embedded reinforcement

All visible or embedded reinforcement bars showing signs of corrosion shall be exposed by cutting back the concrete around the bar with pneumatic chisels or other approved method. The corrosion shall be removed by sand blasting, or where this is not warranted, by wire-brushing with power tools to an acceptable surface. The treated steel surface shall be clean of all corrosion and foreign material likely to impair the bond of the anti-corrosion primer to the reinforcement. No chemical solvents shall be used without the approval of the Engineer.

Reinforcement that has experienced significant pitting or reduction in diameter shall be referred to the Engineer for acceptance. All rejected reinforcement shall be cut out and replaced with new bars of the same type and size, allowing for a minimum overlap of 45 diameter with the in situ bars.

All exposed and cleaned reinforcement shall receive one coat of a single-component anti-corrosion primer based on zinc and epoxy resins, which shall be evenly applied to achieve a minimum 40 µm dry film thickness. The primer shall contain at least 30 % zinc solids by volume. The primed surface shall not be exposed to the atmosphere longer than necessary before the application of the repair mortar, but at least until the coating is fully dry.

Alternative proprietary anti-corrosion coatings shall be subject to the approval of the Engineer, based on submitted test documentation and proven performance within the industry.

In cases where the final concrete cover is deemed by the Engineer to be inadequate the following protection shall be applied at the Engineer's instruction:

- Cover 0 - 5 mm

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

The reinforcement shall receive two coats of anti-corrosion zinc-based epoxy primer as described previously. In order to improve the bond to the covering epoxy mortar, kiln-dry quartzitic sand shall be applied onto the final wet coat.

- Cover >5 mm

The outer surface mortar patch shall receive a surface coating based on an approved low viscosity cementitious or polymer-based barrier liquid as described in Section 12 600. Where an epoxy mortar is used as repair material, the reinforcement shall be coated as for the 0-5 mm case.

b) Bonding layer

- i) Cementitious mortar or concrete repair

Concrete surfaces that exhibit a high moisture absorption shall be wetted prior to patching, the mortar being applied only when the surface has dried sufficiently to have a matt moist appearance, preferably on the dryish side.

The bond of the patching mortar to old concrete may be enhanced by brushing a thick cement paste into the prepared concrete surface before applying the mortar to the fresh paste.

Generally, the cement paste shall consist of one part cement (same type as for patching mortar) and one part sand (< 2 mm) mixed with water to a thick, but fluid consistency.

The use of polymer dispersive additives to improve workability and bond characteristics shall be subject to the approval of the Engineer.

Alternatively, an approved adhesive or bonding agent may be applied to the prepared surface so as to enhance the bond of the fresh mortar to the dry concrete in accordance with the manufacturer's instructions. Only compatible materials shall be used.

- ii) Epoxy mortar repair

The repair surfaces shall be covered with a thin compatible bonding layer of epoxy resin. Should the time interval between resin and mortar application exceed 24 hours, the wet bonding layer shall be sprayed with a kiln-dry quartzitic sand to achieve a sandpaper-like covering. All loose sand shall be brushed off before applying the epoxy mortar to the bonding layer.

- iii) Proprietary cementitious repair compounds

The contact surfaces shall be prepared and treated with a compatible bonding layer in accordance with the manufacturer's specification.

c) Repair material

- i) Cementitious mortar or concrete

The cementitious repair mortar shall comply with the strength requirements of the concrete in the structural member to be repaired. The water/cement (w/c) ratio shall not exceed 0,5 and guidelines for the composition of mortars and concretes consisting of different aggregate sizes are given in Table 12 305/1.

The Contractor shall, however, be responsible for the final design of the repair mix and shall submit a test report by an approved testing laboratory to the Engineer for approval prior to its use in the permanent works. All the test results shall be incorporated in the standard concrete mix design approval form (D2).

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

TABLE 12 305/1: CEMENTITIOUS MORTAR/CONCRETE COMPOSITION: GUIDELINES

| | Layer thickness | Materials proportions | Max aggregate | Grading limits for aggregate | | | | | | | | | |
|----------|-----------------|-----------------------|---------------|------------------------------|----------|----------|----------|-----------|----------|----------|-----|----|----|
| | | | | mm | mm | mm | mm | mm | mm | mm | mm | mm | mm |
| Mortar | 0-10 | 1:3,5 to 1:4 | 2 | 10 to 15 | 10 to 60 | 50 to 75 | 100 | | | | | | |
| | 10-20 | 1:3,5 to 1:4 | 5 | 10 to 15 | 10 to 30 | 25 to 60 | 50 to 80 | 80 to 100 | 100 | | | | |
| Concrete | 20-40 | 1:3,5 to 1:4 | 10 | 10 to 15 | 20 to 35 | 35 to 55 | 50 to 70 | 70 to 85 | 100 | | | | |
| | 40-80 | 1:4,5 to 1:5 | 16 | 10 to 15 | 5 to 30 | 10 to 40 | 20 to 55 | 35 to 70 | 70 to 90 | 80 to 95 | 100 | | |

ii) Epoxy mortar

The suitability of the epoxy mortar for a particular application shall be proved by testing or submission of an approved industry track record of usage under similar circumstances.

The epoxy mortar shall consist of a waterproofing membrane with a compressive strength equal to or greater than the adjacent concrete and it shall exhibit similar temperature expansion characteristics. The elastic modulus, E_e , shall not exceed that of the parent concrete. Aggregate (fine and coarse) shall be clean and dry and the size shall not exceed one third of the minimum patch thickness.

Guidelines for the composition of suitable epoxy mortars are shown in Table 12 305/2. However, the Contractor shall be responsible for the final mix design and shall submit details to the Engineer for approval prior to its use in the permanent works.

TABLE 12 305/2: EPOXY MORTAR COMPOSITION: GUIDELINES

| | Layer thickness (mm) | Material proportions cement: aggregate (by mass) | Maximum aggregate size (mm) | Temperature Coefficient of Expansion $10^{-6}/^{\circ}\text{C}$ |
|--------|----------------------|--|-----------------------------|---|
| Paste | 0 – 5 | 1:2 - 1:5 | 0,5 | < 30 |
| Mortar | 0 – 20 | 1:8 - 1:10 | 2 | < 20 |
| | >20 | 1:14 - 1:16 | 8 | < 15 |

iii) Proprietary cementitious repair compounds

The suitability of the repair compound for a particular application shall be proved by testing or submission of an approved industry track record of usage under similar circumstances.

The Contractor shall submit details of the proprietary cementitious compounds to the Engineer for approval prior to its use in the permanent works.

The repair systems must consist of the following:

- Priming steel surfaces
- Priming concrete surfaces
- Concrete repairs
- Curing repairs

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

d) Batching and mixing

i) Cementitious mortar or concrete

The constituent parts of the mortar or concrete, i.e. the cement, aggregate and water, shall be weigh-batched.

Mixing of mortar shall be done with plant or equipment suited to the amount of mortar to be mixed.

The batched materials shall be mixed continuously for at least five minutes in a mechanical drum or table type mixer, or, for small amounts, with an electric drill with mixing ladle.

ii) Epoxy mortar

The epoxy base and activator shall be mixed strictly in accordance with the manufacturer's instructions.

The epoxy and aggregate shall be weigh-batched. The base and activator shall first be mixed thoroughly for at least 180 seconds and until a consistent uniform colour is maintained, whereafter the aggregate shall be added and mixed to a uniform consistency. The manufacturer's instructions shall be strictly adhered to.

iii) Proprietary cementitious repair compounds

The repair compound shall be mixed strictly in accordance with the manufacturer's specifications. Unless otherwise specified the product shall be thoroughly mixed in a forced-action mixer of adequate capacity. Alternatively a suitably sized drum may be used with a slow speed (400/500 rpm) high-torque rotary drill fitted with an approved mixing paddle. The contents shall be properly mixed to ensure a smooth, uniform mix.

The mixing capacity and placing capacity of equipment and labour shall be adequate and matched to enable placing operations to be carried out continuously within the recommended placement time of the product, generally within 20 minutes of mixing ensuring a smooth, uniform mix. The mixed product shall be passed through a suitable coarse metal screen prior to placing or pumping to remove any lumps of unmixed product.

Tools and equipment shall be cleaned after each batch and all previously mixed material shall be removed from tools and equipment prior to charging and mixing a new batch of repair compound.

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

e) Formwork for structural concrete repair

All formwork surfaces which will be in contact with proprietary concrete repair compounds shall be treated with a suitable mould release agent. The formwork surfaces shall match the existing surface textures as closely as possible.

The formwork shall be constructed to be leakproof with suitable provision for the drainage of pre-soaking water or access for the application of a surface bonding layer immediately prior to placing the repair concrete.

f) Application of the repair material

i) Cementitious mortar

After the defective concrete surface and the embedded reinforcement have been prepared, the bonding layer shall be worked onto the concrete contact surface followed directly by the freshly mixed repair mortar. The mortar application shall follow the technique of plastering.

The mortar surface shall be trowelled when the mortar exhibits initial set to obtain a uniform plain surface true to line, matching the boundaries of the repair area, and shall then be finished to match the adjacent existing surface finish.

Local areas, where deep recesses have been cut out, or where concrete has been removed around reinforcement bars, shall be built up in thin layers not exceeding 20 mm over several work sessions.

ii) Concrete

After the defective concrete surface or member has been prepared, an approved bonding layer shall be worked onto the concrete contact surface followed directly by the freshly mixed concrete. The concrete shall be properly compacted and where possible, vibrators shall be used.

iii) Epoxy mortar

The epoxy mortar shall be applied in accordance with the manufacturer's recommendation and specification.

Each layer of epoxy mortar shall be trowelled onto the prepared and primed surface in one work session. The rate at which the epoxy mortar can be applied shall determine the batch quantity such that the pot life of the epoxy is not exceeded. Unused mortar for which the pot life has been exceeded shall be discarded.

iv) Proprietary cementitious repair compound

The proprietary compound shall be applied in accordance with the manufacturer's recommendation and specification.

The minimum layer thickness shall be 10 mm with a maximum as specified by the manufacturer, depending on the orientation of the application.

Each layer of repair compound shall be thoroughly worked and compacted into the repair zone ensuring that full contact with the primed contact surface is achieved and no air entrapment occurs. All sagging or slumping material shall be removed and the contact surface cleaned prior to re-application using a reduced layer thickness.

g) Protection and curing

i) Cementitious mortar or concrete

The finished mortar surface shall be protected from drying out due to wind, direct sunlight or frost. The Contractor shall arrange such protection to the Engineer's approval who will assess each case on its merits. The surfaces shall be cured over a period of at least 7 days by spraying a uniform, full coat of an approved resin-based curing membrane not later than 8 hours after placement of the mortar, but within 20 minutes after

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

stripping the formwork, or by any other approved procedure.

ii) Epoxy mortar

The mortar shall be protected from rain and frost for at least 24 hours and shall be cured in accordance with the epoxy supplier's recommendations, or as directed by the Engineer.

iii) Proprietary cementitious repair compounds

Immediately after the proprietary compound has been applied or after formwork has been removed cure the compound as per the manufacturer's detailed instructions.

h) Reinstatement of concrete cover

i) Cementitious mortar

The mortar shall consist of one part cement and two parts sand (0-2 mm) by mass with a water/cement ratio not exceeding 0,42. Additives approved by the Engineer may be used to improve workability.

The mortar shall be applied to minimum thickness of 10 mm and the finished surface shall be treated with an approved diffusion resistant coating. Such coating shall be applied in at least two coats of 150 to 250 g/m².

ii) Epoxy Mortar

Epoxy mortars shall not be applied to structural concrete surfaces with temperatures below +10°C.

The concrete and reinforcement shall be prepared as described in Clause 12 305(g) and primed with the bonding layer before applying the approved epoxy mortar based on the size and depth of repair.

i) Partial removal of concrete to expose reinforcement

Where a structural element contains embedded reinforcement which will be re-used in the rehabilitation process, the concrete shall be carefully chipped away without damaging the reinforcing bars. Damaged bars shall be replaced with new reinforcement of similar type and size, subject to the Engineer's approval.

j) Sounding survey

On instruction from the Engineer a sounding survey shall be carried out by striking the concrete with a club hammer of approximately 1kg mass and recording the location of hollow sounding areas. On plane areas of concrete the surface shall be sounded at approximately 300mm centres in each direction. On columns, beams or other similar members with faces less than 300mm wide, each face shall be sounded near each edge or corner at approximately 300mm centres along the member. Where a hollow sounding area is detected its extent shall be determined by local sounding and its periphery marked on the surface of the member.

C12 306 TOLERANCES

The Contractor shall apply the patching mortar or concrete and finish the surface to the line and level of the existing concrete and within the tolerances specified on the drawings, or if none is specified, to the tolerances specified in COLTO Standard Specification, Section 6800.

C12 307 TESTING

a) Material

The Contractor shall ensure that only compatible materials are used as ingredients for the repair mixes.

The Contractor shall carry out pre-construction compatibility tests on the proposed repair system to ensure that the strength and serviceability requirements of the structural rehabilitation are met. The test results shall be reported to the Engineer and shall be subject to the Engineer's approval.

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

b) Acceptance testing

The Engineer will assess cast repair concrete or proprietary cementitious compounds according to Section 6400, clause 6414 of the COLTO Standard Specifications and the relevant subclauses and any applicable Project Specifications.

Repair material for surface repair will be assessed for compliance based on the 28-day mean strength test result compared to the specified 28-day compressive strength for each class of repair material.

The criteria for compliance with the strength requirements shall be the mean strength result of three test cubes made from the repair material mix used, which are then prepared and tested in accordance with SABS 863 and other relevant standards, by an SABS accredited laboratory.

Test cubes shall be stored and cured in a manner appropriate to the materials to be tested in accordance with the manufacturer's instructions and shall be properly identified.

The strength results shall represent the section of work executed in the period as agreed to by the Contractor and the Engineer in advance of sampling.

The work at risk due to non-compliance shall be that executed during the agreed period represented by the strength results that failed to achieve the specified strength.

As a consequence of non-compliance in terms of the acceptance criteria, the Contractor shall take such remedial action as the Engineer may consider necessary. Such action may include removal and replacement of material in repairs at risk and/or further testing. All such costs shall be borne by the Contractor.

C12 308 MEASUREMENT AND PAYMENT

The payment items in this clause shall include full compensation for all work associated with the repair of concrete structures which are not already covered by the measurement and payment items of the COLTO Standard Specifications or the Project Specification, such as procurement, transport, additional access and temporary works, plant and equipment required to undertake the work as specified. General access and work platforms and associated temporary works are covered in Section 12 100.

The quantities indicated in the pricing schedule under Section 12 300 are based on inspections carried out as part of the preliminary and detail design phases increased to allow for defects that are not visible. The actual work done may vary significantly from the scheduled quantities and the Contractor shall be deemed to have allowed in his tendered rates for such variations as can be reasonably expected.

New reinforcement will be measured separately.

| Item | Unit |
|---|------|
| C123.01 Cementitious mortar or concretelitre (ℓ) (Class) to (description) | |

The unit of measurement is the litre of mortar or concrete, of specified class, used for the repair of specified concrete defects.

The tendered rate shall include full compensation for all labour, materials, equipment and plant as well as for all work and incidentals required to break out, prepare, prime all surfaces, repair and cure the designated areas (including for wastage) all in accordance with the project specification and the repair material manufacture's procedures, methods and specifications.

| Item | Unit |
|---|------|
| C123.04 Curing of repair surfaces | |
| a) By coating the surface with (type indicated) to (description)square metre (m ²) | |

b) Curing by (method indicated) to (description)square metre (m²)

The unit of measurement is the square metre of concrete repair surface treated or coated by the method and curing compound indicated and accepted by the Engineer.

The tendered rates shall include full compensation for all labour, materials, plant, equipment and safety measures required to cure the repair work to the satisfaction of the Engineer.

In addition the tendered rates shall make full provision for all efforts to remove existing concrete behind the reinforcement with inadequate cover, and to force the reinforcement deeper into the existing member. The tendered rates shall cover all the cleaning and preparation of all surfaces in accordance with the supplier specifications, inclusive of the cleaning and treatment of existing reinforcement steel. The tendered rate shall include for curing as specified.

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

SECTION 12400: GROUTING AND CRACK

INJECTION C12 401 SCOPE

This specification covers the requirements for the filling of gaps, holes and pockets with fluid grout systems and the injection of cracks and cavities with low-viscosity liquid epoxy systems.

C12 402 INTERPRETATION

a) Supporting Specification

The following specifications shall be read with and shall form part of the contract:

- i) Project Specification
- ii) COLTO Standard Specifications for Road and Bridge Works (1998)

b) Definitions

i) Grouting

Grouting means the filling of gaps between structural elements by using gravity techniques or to fill holes or pockets in concrete members including the embedment of dowels, anchors, steel sections, etc.

Grouting is generally done with a proprietary high-strength, non-shrink, cementitious compound or epoxy system.

ii) Crack injection

Crack injection means the filling of cracks and internal cavities in concrete members with low- viscosity liquid epoxy adhesive by a low-pressure injection procedure.

iii) Epoxy adhesive

Epoxy adhesive means the compound that serves to bond together two separate materials or contact faces resisting the interfacial stresses to ensure structural composite action of the joined materials.

C12 403 Materials

a) Grout

i) Cementitious grout

The materials for the grout shall be supplied as a factory pre-packed dry premix of Portland cement powder, graded fillers and other proprietary products requiring only the addition of water to produce the required consistency ranging from a plastic state to a free-flowing liquid grout. The proprietary grout shall compensate for shrinkage in both the plastic and hardened states whilst hardening free of bleeding and settlement, without gas-generating and air-releasing agents.

Free-flowing grouts shall be suitable for use by pumping and mix-and-pour placing techniques, and shall be highly workable, self-compacting and self-levelling without the use of vibrators. The grout shall have a low alkali content to ensure minimal risk of alkali-silica reaction and shall contain no chlorides.

The proprietary grout shall comply with the material properties indicated on the detail drawings or by reference to a particular product.

Only material of which the shelf life has not expired shall be used.

All necessary health, safety and fire precautions according to the manufacturer's specifications shall be complied with.

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

ii) Epoxy and polyester resin grout

The materials for the grout shall consist of a factory pre-packed, solvent-free, two-part epoxy of polyester adhesive consisting of resin and hardener components and specially prepared and graded aggregate. The epoxy shall be low viscosity modified aliphatics or amidoamines with a high resistance to moisture and low creep values under sustained loads.

The mixed adhesive shall have a smooth, free-flowing liquid consistency which, when mixed with the aggregate, will not separate or settle out prior to curing.

The grout system shall be suited to the intended application and the toxicity of the chemicals in the components shall be low enough to enable safe usage in confined areas of the construction site and in a normal workshop environment.

All necessary health, safety and fire precautions according to the manufacturer's specifications shall be complied with.

iii) Working characteristics of grout

- Application

The grout system shall be suitable for application by pouring into gaps, holes or pockets depending on the particular circumstances.

- Cure time and temperature

The grout shall be capable of curing to the required strength at ambient temperatures between 10 °C and 40 °C in relative humidities up to 95 %.

The grout must cure sufficiently within 24 hours, to the compressive strength specified on the drawings, with negligible shrinkage on curing.

b) Crack injection

i) Adhesive

The adhesive used for epoxy injection into cracks in concrete shall consist of an unfilled, solvent-free, two-part epoxy consisting of resin and hardener components. The epoxy shall be low viscosity modified aliphatics or amidoamines with a high resistance to moisture and low creep values under sustained loads.

The adhesive components shall be supplied in liquid form and in separate sealed containers. Each component shall have a different identifiable colour which results in a distinctive homogeneous colour when thoroughly mixed.

The adhesive shall mix readily to a smooth liquid consistency of low to medium viscosity and shall be suitable for injection into cracks on surfaces ranging from horizontal to vertical and on inverted overhead surfaces.

The mixed adhesive shall be free of lumps and the components shall not separate or settle out during the pot life of the adhesive.

The toxicity of the chemicals in the components shall be low enough to enable safe usage in confined areas on the construction site and in a normal workshop environment. If special ventilation is necessary such requirement shall be complied with.

ii) Working characteristics of adhesive

- Application

The adhesive shall be suitable for injection into cracks and voids under low pressure.

The viscosity of the epoxy shall be matched to the crack width and material macroporosity surrounding

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

the crack, generally between 200 cP and 400 cP at 25 °C.

The adhesive shall be capable of bonding to dry and moist surfaces where the injected adhesive displaces moisture present in cracks and cavities.

- Pot life

The usable life (pot life) of the mixed adhesive shall exceed 60 minutes at 25 °C and a relatively high humidity, unless special circumstances dictate a fast-setting adhesive.

- Storage life

The storage life (shelf life) in the original sealed containers of both the resin and hardener shall not be less than 6 months stored at temperatures between 5 °C and 25 °C. Only batches of material of which the shelf life has not expired shall be used.

- Cure time and temperature

The adhesive shall be capable of curing to the required strength at temperatures between 10 °C and 40 °C in relative humidities of up to 95 %.

The adhesive must cure sufficiently to confer the specified mechanical properties within 7 days, with negligible shrinkage on curing.

iii) Mechanical properties of cured adhesive

- Moisture resistance

The adhesive shall be formulated to minimise moisture transport through the adhesive itself. Water absorption shall not exceed 2 % by mass after immersion for 24 hours in distilled water at 20 °C.

- Temperature resistance

The adhesive shall have a heat distortion temperature (HDT) of at least 50 °C.

- Flexural modulus

The instantaneous flexural modulus of the adhesive shall be between 2,0 GPa and 10,0 GPa at 20 °C. The adhesive must have a consistent static fatigue behaviour for temperatures ranging between -20 °C to 40 °C.

- Shear strength

The bulk shear strength of the adhesive shall exceed 12 MPa at 20 °C.

- Tensile strength

The tensile strength of the adhesive must exceed 12 MPa at 20 °C.

- Double lap shear strength

The average lap shear strength of a double overlap joint at failure using steel plates shall exceed 8 MPa at 20 °C.

- Epoxy resin injection

The crack repair must consist of the following:

- External crack sealing
- Filling in injection ports
- Grouting up cracks

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

c) Quality control

The material manufacturer's quality control and conformance certificates and test results for each batch of material supplied to site shall be made available to the Engineer upon request.

The average test results shall meet the specification requirements and no single result shall deviate by more than 15 % from the specified criteria.

d) Packaging, handling and storage

All adhesive components shall be supplied in separate sealed containers of suitable sizes to obtain a workable quantity within the potlife of the adhesive. The components shall be packaged in the correct portions so that the entire contents of each container mixed together shall produce a mix of the correct proportions. The adhesive properties shall not vary significantly with minor variations in the mix proportions resulting from the container emptying process.

Each container shall be durably and legibly marked and complete records of stock acquired and issued for use, shall be kept. The containers shall be clearly marked with the following information:

- (i) name of manufacturer;
- (ii) manufacturer's product identification;
- (iii) batch number and date of manufacture;
- (iv) date of expiry of shelf life;
- (v) manufacturer's instructions for mixing; and
- (vi) safety precautions, warnings for handling and toxicity.

e) Manufacturer's instructions

The manufacturer shall provide a dated, coded and titled instruction sheet with each delivery of adhesive. The following information shall be contained on the sheet in a clear and unambiguous manner:

- (i) the general chemical type of each component used in the adhesive;
- (ii) recommended storage conditions and shelf life when stored under these conditions;
- (iii) preparation instructions for steel and concrete surfaces;
- (iv) instructions for use of primers, including optimum dry film thickness and permissible ranges;
- (v) mixing instructions, including allowable variations in mix ratio and any temperature control requirements during the mixing process;
- (vi) application instructions, including limits on pressure, temperature, open time and relative humidity before injection;
- (vii) safety precautions for all components of the adhesive; and
- (viii) curing conditions and temperature-related precautions.

f) Surface sealant for cracks

The surface sealant for cracks and for the bonding of injection ports to the concrete surface shall be an approved epoxy putty.

g) Injection ports

Injection ports shall consist of short lengths (75 mm to 100 mm) of small diameter (3 mm to 5 mm ID), flexible, high-pressure plastic tubing each fitted with a locating end at the base for bonding in the crack sealant. The locating pin shall be supplied with a length of wire flattened at the end for accurate positioning of the tube over a crack.

Grease nipples or similar self-closing injection nipples shall not be used unless authorized by the Engineer. Sufficient field testing to demonstrate the satisfactory operation of such injection port shall precede any approval application.

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

C12 404 PLANT AND EQUIPMENT

a) General

All plant and equipment used for pressure injection of epoxy resins shall be based on proven technology and practice, and shall be maintained in a clean and good working order. The equipment shall be inspected, serviced and calibrated at regular intervals and tested to ensure that the system functions efficiently and accurately, such procedures being to the satisfaction of the Engineer.

b) Pressure injection equipment

The type and capacity of the pressure injection equipment, delivery hoses and nozzles shall be such as to ensure the uniform supply of separate components to the mixing nozzle, thereby obtaining the correct consistency and a uniform discharge rate from the nozzle.

The pressure injection equipment shall be capable of continuously supplying the freshly mixed epoxy resin on demand. The equipment shall be fitted with properly calibrated positive displacement pumps and a pressure gauge capable of recording correct pressures applied up to 2,0 MPa with 0,1 MPa divisions.

The two components of the epoxy injection compound shall be fed separately to the extrusion gun and shall only be mixed together within the pressure chamber of the gun at the time of injection. On no account shall ready-mixed epoxy be fed to the extrusion gun.

c) Temporary access structures and working platforms

Where necessary the Contractor shall provide specialist additional safe temporary access structures and working platforms at each location for grouting or crack preparation and injection procedures. Provision for general access and work platforms shall be in accordance with Section 12 100.

The temporary structures and platforms must be stable and of sufficient strength and rigidity to safely carry all imposed temporary loads arising from the work activity.

C12 405 CONSTRUCTION

a) Grouting

i) Preparation of contact surfaces

Concrete contact surfaces shall be prepared by removing all surface laitance and damaged, loose and soft concrete, concrete containing aggressive ions, e.g. chloride, as well as cleaning the surfaces of all foreign adherents and impregnants such as oil, paint, grease, curing compounds, dirt, etc. The contact surface shall be treated to expose the sound substrate by means of chiselling, grit blasting or high-pressure water-jetting.

The mechanically prepared surfaces shall be finally cleaned of loose dirt and dust by means of oil-free compressed air, water-jetting or vacuum cleaning, as appropriate.

ii) Holes and pockets for embedding dowels, anchorages etc.

Pockets that are formed in concrete must be cleaned of all foreign material and prepared as for the contact surfaces in clause 12 405(a)(i) above.

Holes shall be drilled using approved mechanical equipment. The size of a drilled hole is dependant on the type of grout to be used, and as a guideline the following sizes are recommended as a minimum, based on the dowel or anchor bar diameter, D.

Dimensions of drill holes

Table 1

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

| Grout type | Diameter of hole | Minimum depth of hole | Direction and Inclination |
|--------------|------------------|-----------------------|---------------------------|
| Cementitious | 1,5 to 2,0.D | 15.D | As detailed on drawings |
| Epoxy resin | 1,3 to 1,5.D | 15.D | |

The diameter, depth, direction and inclination of the holes required shall be as shown on the detail drawings, but shall not be less than the dimensions scheduled in Table 1. Before the holes are grouted, the dowel bars, anchors, etc shall be cleaned, and all water, concrete and residue and other foreign material shall be blown out of the hole with compressed air.

iii) Pre-soaking

The use of a cementitious compound requires the pre-soaking of the concrete substrate with water several hours prior to grouting. All free water shall however be removed from the surface and holes or pockets immediately prior to grouting.

The use of an epoxy or polyester resin grout usually requires a clean and substantially dry contact surface. No pre-soaking is required unless specified by the grout manufacturer.

iv) Formwork

Temporary formwork to place and contain the fluid grout may be required. Reference shall be made to the manufacturer's recommendations regarding flow distance based on the gap width and the fluid head at the pouring side. The unrestrained or exposed surface area of the grout shall not extend more than 50 mm beyond the perimeter of the smaller contact surface. The formwork shall be constructed to be leakproof to prevent wastage and loss of material.

v) Batching and mixing

The proprietary grout shall be batched and mixed strictly in accordance with the manufacturer's instructions and specifications.

Unless otherwise specified, the product shall be mixed thoroughly in a forced action mixer of adequate capacity. Alternatively a suitably sized container equipped with a slow-speed (400/500 rpm), high-torque rotary drill fitted with an approved paddle may be used. The liquid components shall be properly mixed to ensure a smooth uniform mix prior to adding the aggregate.

The premixed aggregate shall be added slowly to the liquid binder and mixed until an evenly coated and wet mix is obtained.

The mixing and placing capacity of equipment and labour shall be adequate and matched to enable placing operations to be carried out continuously within the recommended pot life or placement time of the product, generally within 15 minutes of mixing for cementitious grouts. The mixed product shall be passed through a suitable coarse metal screen prior to placing or pumping to remove any lumps of unmixed product.

The mixed product shall not be used after expiry of the pot life and all material unused after the placement time limit, shall be discarded. All previously mixed material shall be removed from tools and equipment prior to charging and mixing a new batch of grout.

vi) Placement of grout for bedding or gap filling

The mixed grout shall be placed within the placement life or pot life of the material in accordance with the manufacturer's instructions regarding specific placement recommendations and procedures.

In general, continuous grout flow is essential, hence sufficient mixed grout shall be available prior to commencing placement, and the rate of placing a batch shall be matched to the time taken to batch and mix a new batch.

Placement shall take place at one end of a gap to ensure continuous flow through the gap expelling all

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

air from the exit opening. A sufficient grout head shall be maintained at the inlet end to ensure a continuous grout front through the gap.

For an epoxy grout a single batch shall not exceed 30 litres of mixed material. For

large batches of cementitious grout, placing by pump may be considered.

vii) Grouting of dowel bars and anchors into holes and pockets

The grout type and consistency used shall be suited to the application and adequate measures shall be taken to prevent grout loss from the hole or pocket during the setting period. If necessary, a thixotropic grout shall be used.

The hole or pocket shall be filled with the prepared grout making allowance for the displacement of material by the item to be embedded.

Immediately after the hole has been filled with grout to the determined level, the embedment object shall be inserted slowly into the hole with a rotary motion so as to displace the grout without incurring over-displacement, which may leave the hole not full, and ensuring complete wetting of the object and the concrete faces.

Precautions shall be taken to ensure that the hole is completely filled and no air is entrapped.

The embedded object shall not be disturbed until the bond is effective, and the necessary support shall be provided to hold the object firmly in position until the grout has gained sufficient strength.

viii) Protection and curing

The exposed grout surfaces which are not cut back shall be protected from wind, rain and high temperature which can cause rapid drying out in cementitious grouts.

Cementitious grouts shall be thoroughly cured by means of an approved curing compound and procedure suitable for the product.

b) Crack Injection

All work related to the injection of cracks with epoxy shall be executed in accordance with the approved method statement as confirmed by site tests according to clause 12 406(a).

i) Extent and sequence of work

The extent of work will be indicated by the Engineer and no work may commence unless instructed by the Engineer. The extent of the actual work may vary very significantly from that indicated in the pricing schedule and the Contractor is advised to discuss the extent of the work with the Engineer at the outset of the contract before establishing the necessary personnel, equipment or plant on site.

Following the erection of the necessary temporary access and working platforms at the work location, the Engineer, assisted by the Contractor, shall undertake a detailed inspection of the existing concrete surfaces to identify cracks requiring epoxy injection. The Engineer shall then issue an instruction to the Contractor detailing the extent and nature of the work. In general, only cracks exhibiting a surface crack width exceeding 0,2 mm shall be injected unless instructed to the contrary.

ii) Crack Preparation

All surfaces within 50 mm of a crack line shall be thoroughly cleaned of all foreign material likely to impair the bond of the surface sealant to the concrete by high-pressure water-jetting, wet grit blasting or other approved mechanical means. All loose spalls and foreign materials within the crack shall be similarly removed followed by final cleaning with clean, oil-free compressed air.

The concrete surface and crack shall be allowed to dry out completely and finally cleaned before commencing with crack sealing and injection.

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

iii) Surface sealing and injection port installation

The whole surface of the crack shall be temporarily sealed with a sag resistant fast setting epoxy surface sealant cured with a modified aliphatic amine. The type of temporary sealant used shall be such that it can be removed without causing damage to or defacement of the concrete surface.

Approved injection ports shall be properly spaced along cracks, but shall not be drilled and fixed directly into the crack. The injection ports shall be located over the cracks using the locating wire and the locating end shall be firmly sealed and bonded to the concrete surface with a generous amount of epoxy sealant. Thereafter the crack surface between injection ports shall be sealed with an approved epoxy surface sealant band at least 3 mm thick and 30 mm wide.

While guidelines can be given for proper spacing, good judgement must be the final criterion. Guidelines for injection port spacing in partial depth cracks are as follows:

- Spacing between injection ports should be equal to the desired depth of penetration since the resin generally travels as far into the crack as along the face of the crack. If port-to-port travel at this spacing is not obtained, intermediate injection ports must be established.
- If the cracks are less than 0,20 mm wide, injection ports should not be spaced more than 150 mm apart.
- If the cracks are more than 0,6 mm in depth, full penetration may be difficult to achieve because of equipment limitations. Intermediate ports should be established to monitor the flow of epoxy.

Guidelines for injection port spacing in cracks extending the full depth of the member are as follows:

- Members up to 0,3 m thick

For members 0,3 m or less in thickness, injection ports should be placed in the crack on one side only and spaced at the thickness of the member.

- Members 0,3 m to 0,6 m thick

For members 0,3 m to 0,6 m in thickness, injection ports should be placed in the crack on all available sides and spaced no more than the thickness of the member.

- Members over 0,6 m thick

For members greater than 0,6 m in thickness, injection ports should be placed in the crack on all available sides and spaced according to the guidelines set forth for the partial depth cracks.

The first and last injection ports must be established at either end of a crack in a member.

iv) Epoxy resin injection

Either the pressure injection or vacuum impregnation technique of crack injection shall be used.

The epoxy surface sealant shall have cured fully before commencing with any crack injection.

All traces of cleaning solvent and air shall be expelled from the injection gun prior to commencing with crack injection.

Using an automatic epoxy mixing gun, the epoxy resin shall be injected in such a way that there is a steady displacement of air and moisture from within the crack. Starting from the lowest injection port at one end, the epoxy resin shall be injected until resin flows out of the next injection port. The upper injection port is closed and the process of injecting the epoxy resin is continued briefly. A steady injection pressure shall be maintained, however at no stage shall the pressure exceed 1,0 MPa.

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

The gun shall then be moved to the injection port where the resin has flowed out and the procedure is repeated for the length of the crack. After the crack is filled, and not longer than 30 minutes after the work has begun, another attempt shall be made to inject more resin, starting at the first port.

Before injection work starts, a rough calculation shall have been made as to the amount of resin required to fill the crack. If consumption exceeds the estimated quantity by more than three times, the matter shall be referred back to the Engineer for investigation.

At all cracks, contact surface or repaired cavities, epoxy injection shall commence at the lowest injection point and at one end, and shall in all cases be executed such that there is a steady displacement of air, residual moisture and fine material from the void being injected.

During the entire injection operation, the sealing lines (on both sides in the case of full depth cracks) and adjacent concrete surfaces shall be inspected for any signs of leakage of epoxy and, if observed, the injection shall be stopped and the leaking region sealed or resealed.

Further injection shall recommence only once the epoxy sealant repair has cured sufficiently. Accurate and complete records shall be kept of the amount of epoxy injected into each crack, contact surface or repaired cavity together with any leakage that may have occurred during the injection operation.

After satisfactory completion of the pressure injection at any particular location and the full curing period of the epoxy injection material, the injection points and all epoxy sealant shall be removed and the concrete surfaces and crack lines, as applicable, made good, grinding down the areas as necessary and finished to a smooth and clean surface.

Where the crack is chased out, the chase should be filled with an approved repair material and finished flush with the concrete surface.

c) Crack filling

i) Extent and sequence of work

The extent of the work will be indicated by the Engineer and no work may commence unless instructed by the Engineer. The extent of the actual work may vary very significantly from that indicated in the pricing schedule and the Contractor is advised to discuss the extent of the work with the Engineer at the outset of the contract before establishing the necessary personnel, equipment or plant on site.

Following the erection of the necessary temporary access and working platforms at the work location, the Engineer, assisted by the Contractor shall undertake a detailed inspection of the existing concrete surfaces to identify cracks requiring filling. The Engineer shall then issue an instruction to the Contractor detailing the extent and nature of the work. In general, only cracks exhibiting a surface crack width exceeding 0,2mm shall be filled unless instructed to the contrary.

ii) Surface preparation

All surfaces within 50mm of a crack line shall be thoroughly cleaned of all foreign material likely to impair the bond of the surface sealant to the concrete by high pressure water jetting, wet grit blasting or other approved mechanical means. All loose spalls and foreign materials within the crack shall be similarly removed followed by final cleaning with clean, oil free compressed air. The concrete surface and crack shall be allowed to dry out completely and finally cleaned before commencing with crack filling.

iii) Crack preparation

Create a vee notch in the concrete approximately 20mm wide over the crack using a hammer and chisel or small power tools. Clear all debris, loose concrete and dust and prime the surface with the specialised materials.

iv) Crack filling

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

Fill the vee notch with specified material and grind smooth with the surrounding surface when cured.

The repair system must consist of the following:

- Priming concrete surfaces
- Concrete repairs
- Curing repairs

C12 406 TESTING

a) Site tests

The Contractor shall ensure that only approved materials for the proposed crack injection process are used. Preconstruction site tests to confirm proposed work procedures shall be undertaken in accordance with this specification and the approved preliminary method statement. Any variation to procedures or material usage arising from site test results shall be incorporated into the approved final method statement. Further site tests to confirm revised procedures or material use, and test coring to confirm crack penetration and sealing quality shall be at the discretion of the Engineer.

b) Core tests

Test coring from the actual crack injection areas shall be done at positions and at intervals as instructed by the Engineer to confirm satisfactory crack penetration and sealing quality. The core size shall be 25 mm to 50 mm nominal diameter and shall extend at least to the full depth of the crack or other dimension as instructed. Acceptance of the core results will be at the discretion of the Engineer.

Site tests and core tests as required by the Engineer will be reimbursed under the relevant payment items.

C12 407 MEASUREMENT AND PAYMENT

Payment for items in this section shall include full compensation for all work associated with grouting and crack injection of concrete structures which are not already covered by the measurement and payment items of the COLTO Standard Specification or the Project Specification such as procurement, transport, additional access and temporary works and plant and equipment required to undertake the work as specified. General access, work platforms and associated temporary works shall be measured in Section 12 100.

The quantities indicated in the pricing schedule Section 12 400 are based on inspections performed as part of the preliminary and detail design phases increased to allow for defects that were not identified. The actual work done may vary significantly from the scheduled quantities and the Contractor shall be deemed to have allowed in his tendered rates for such variations as can be reasonably expected.

| Item | Unit |
|---|------|
| C124.01 Preparation of contact surfaces for grouting and crack filling.....number (No) (type, position and size indicated) | |

The unit of measurement shall be the number of surfaces of type, position and size that have been prepared for grouting.

The tendered rate shall include full compensation for all labour, materials, plant and equipment as well as all work and incidentals required to adequately prepare the concrete surfaces, including any pre-soaking where required.

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

The tendered rate shall include full compensation for all labour, materials, equipment and plant as well as for all work and incidentals required to prepare, prime all surfaces, repair and cure the designated cracks (including for wastage) all in accordance with the project specification and the repair material manufacturer's procedures, methods and specifications.

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

SECTION 12600: PROTECTIVE COATINGS AND TREATMENTS FOR

CONCRETE C12 601 SCOPE

This section covers the material, equipment and work required for applying protective coatings and treatments to concrete surfaces.

C12 602 INTERPRETATION

a) Supporting Specification

The following specifications shall be read with and shall form part of the contract:

- i) Project Specification
- ii) COLTO Standard Specifications for Road and Bridge Works (1998).

C 12 603 MATERIALS

a) Penetrant pore liner (Water-repellant surface impregnates)

Penetrant pore liners are low viscosity fluids which penetrate the concrete surface. After the concrete has been impregnated by one of these substances, the carrier fluid evaporates, leaving behind a hydrophobic (water-repellant) layer in the pores of the concrete.

They are generally colourless and make little change to the appearance of the concrete. Typical examples are silanes, siloxanes, silicon resins and stearates.

b) Penetrant pore blocker

Penetrant pore blockers are low viscosity solutions that can penetrate concrete surfaces and block the pores, thereby increasing the surface density of the concrete.

Some of these materials react with the concrete substrate (calcium hydroxide present in hydrated cement) to form crystals. Other fluids such as resins and drying oils, penetrate and harden by chemical reaction.

Typical examples are silicates, silicon fluorides, epoxy resins and acrylics.

c) Sealer

Sealers are more viscous fluids which both penetrate the concrete and form a thin film on its surface. They are sometimes used as sealing coats or primers to a coating. The thin film of the sealer is vulnerable to weathering.

Typical examples are epoxy resins, polyurethanes, acrylics and linseed oil.

d) Coatings

Coatings are viscous fluids that form a film on the surface of the concrete and provide protection as a result of the thickness of the film itself. They are usually pigmented to provide colour, and extended or filled to provide thickness and surface texture to the coat.

Typical examples are epoxy resins, polyurethanes, alkyds, vinyl's, acrylics, chlorinated rubber, styrene-butadyne, bitumen's and combinations of these.

e) Renderings

Renderings are thick film coatings, generally applied by trowel rather than by brush or spray. They work

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

in a similar way as coatings, by providing a physical barrier.

Typical examples are cement mortar with various polymer additions and crystal growth systems.

f) Carbonation inhibitor barrier coatings

An approved carbonation inhibitor barrier coating shall comply with the following criteria:

- (i) Present a uniform appearance with the final colour to be decided by the engineer
- (ii) Provide barrier protection against ingress of water, oxygen and carbon dioxide
- (iii) Permit the passage of water vapour
- (iv) Resist the deleterious effects of UV light
- (v) Weather such that only minimal surface preparation is required when overcoating
- (vi) Adhere strongly to concrete and repair materials
- (vii) Bridge minor cracks and have flexibility to accommodate small movement
- (viii) Provide a 12 year guarantee against coating failure and UV degradation
- (ix) Supply a specification for surface preparation and application of overcoating after a 12 year period

The coating material will be deemed to meet the requirements of (b) and (c) with respect to water, oxygen, water vapour and carbon dioxide barrier protection if it complies with the following specification:

- The product of the minimum dry film thickness of the coating (microns) and the carbon dioxide diffusion resistance coefficient shall exceed 50m
- The cured coating shall reduce the water absorption of good quality 30MPa concrete by a factor of at least 20
- The product of the average dry film thickness of the coating (microns) and the water vapour diffusion resistance coefficient shall not exceed 4m

In the event that a multi-layer and / or a multi-product system is proposed criteria (i) (ii) and (iii) shall apply to the complete system acting as a combined barrier coating.

g) Corrosion Inhibitor

Corrosion inhibitors are emulsion type impregnating fluids that are applied to the outer surface of existing concrete members. Inhibitors migrate into concrete and are absorbed onto the surface of embedded reinforcing steel thus delaying the onset of corrosion and/or reducing the rate of corrosion that is in progress.

C12 604 Plant and Equipment

a) General

All plant and equipment used for pressure cleaning and protective treatment application shall be based on proven technology and practice, and shall be maintained in a clean and good working order. The equipment shall be inspected, serviced and calibrated at regular intervals and tested to ensure that the system functions efficiently and accurately, all to the satisfaction of the engineer.

b) High-pressure water-jetting equipment

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

The type and capacity of the water-jetting equipment, delivery hoses and nozzles shall be capable of delivering at least 1000 kPa water pressure through nozzles which shall at least remove curing compounds or membranes and shutter release compounds without producing an exposed aggregate finish.

c) Low-pressure airless sprayer

Low-pressure airless sprayers consist of knapsack sprayers which shall be capable of providing a uniform discharge rate and even spread over the spray area.

d) Access structures and working platforms

Where necessary the contractor shall provide suitable and safe measures at each location for pressure cleaning and surface coating. These provisions shall be deemed to form part of the access for bridge rehabilitation as specified in Section 12 100

F 12 605 CONSTRUCTION

a) Storing of materials

The contractor shall provide a lock-up store for the repair materials and observe all storage requirements and safety precautions recommended by the materials manufacturers.

b) Surface preparation

(i) Procedures

All concrete surfaces that are to receive protective coatings and / or treatments such as:

- Penetrant pore liners
- Penetrant pore blockers
- Sealers
- Coatings
- Renderings
- Corrosion inhibitors

Shall be prepared strictly in accordance with the materials manufactures instructions. The preparation shall include for everything that is necessary to prepare the surface to receive the protective coatings and / or treatments.

The contractor shall ensure that technical representatives, appointed or employed by the materials suppliers, carry out regular inspections of the preparation work and provide written confirmation that the work is in accordance with the materials supplier's requirements. The reports shall be specific and definitive, generalised statements will not be acceptable.

Where surface preparation is found by the technical representatives to be inadequate the report shall contain specific advice to enable the contractor to attain a required standard.

The contractor shall provide the engineer with copies of all technical inspection reports before any surface treatment or protective coatings is applied to a bridge element.

Where the time between surface preparation and treatment exceeds two days and / or during windy and / or wet weather the prepared surfaces shall be re-inspected and approved by the technical representative.

The moisture content of patch repair areas must be specifically checked by the technical representative to ensure that coatings are not applied over surfaces that contain moisture.

c) Batching and mixing

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

Mixing equipment, mixing times, working life and overcoating times shall conform to the manufacturer's recommendations taking into account the temperature at time of application.

Treatment materials shall be mixed (if applicable) and applied strictly in accordance with the manufacturer's specifications. Thinning or diluting shall not be permitted without the approval of the engineer.

d) Protective surface treatment

Surface treatment or coatings may consist of a system of several coats of more than one type of coating. Where such a system is applied, the various components shall be compatible and preferably from one manufacturer.

Protective treatments shall be applied to all of the exposed concrete surface as indicated. Items or areas which are not to be coated, shall be suitably protected or masked before application of the treatment.

(i) Application of surface coatings

All protective coatings and treatments for concrete shall be stored, mixed and applied strictly in accordance with the product manufacturer's specifications and the project specifications.

All surface coating materials shall be handled, mixed and applied strictly in accordance with the manufacturer's specification..

(ii) Application rate records

Records of application rates shall be submitted by the contractor to the engineer on a daily basis indicating batch numbers, the area covered by each coat and the quantity of coating material used. Only material from the same batch shall be used for any continuous, visible, unbroken surface to attain uniformity of colour and texture on the concrete surface.

(iii) Trial sample panels

Protective treatment shall not be applied until trial sample panels of the protective treatment have been prepared by the contractor and approved by the engineer and the material supplier's technical representative.

The contractor shall prepare the sample panels using the same surface preparation mixing and batching equipment, application technique, application rate and under the same climatic conditions he intends to treat the whole structure. The position of the trial sample panels are subject to the engineer's approval.

Product manufacturers of coating products are required to inspect, assist and finally approve (in writing) all aspects of surface preparation and product application employed on the trial sample panel.

The trial sample shall be used as a standard against which the rest of the work will be judged and shall be maintained intact until all other coating work is complete.

(iv) Proprietary protective surface coatings

The suitability of the protective surface coating for a particular application shall be proved by testing and submission of an approved industry track record of usage under similar circumstances.

The contractor shall submit details of proprietary protective surface coatings to the engineer for approval prior to its use in the permanent works.

The surface coating systems must consist of the following.

- **Corrosion Inhibitor**
- **Penetrant pore liner**
- **Barrier coating**

c) Health and Safety precautions

The contractor shall observe the health and safety precautions recommended by the manufacturer regarding the handling and the disposal of unused material and containers.

The contractor shall ensure that natural water streams or rivers are not polluted by protective treatment material under any circumstances.

C 12 606 TESTING

The contractor shall ensure that only compatible materials are used for the surface treatment or protective coatings.

The test results shall be reported to the engineer and will be subject to the engineer’s approval.

C 12 607 MEASUREMENT AND PAYMENT

Payment for items in this section shall include full compensation for all works associated with the execution of the work and quality assurance procedures which are not separately covered by the measurement and payment items of the Standard Specifications or the Project Specifications. General access and work platforms and associated temporary works are covered in Section 12 100.

All work and material for which no specific pay item is defined shall be deemed to be covered by the items in this section.

| Item | Unit |
|--|------|
| C 126.01 Cleaning and preparation of concrete surface.....square metre (m²) (Method and surface finish indicated) | |

This item covers concrete areas that will not be treated with protective coatings and treatments.

The unit of measurement shall be the square metre of surface area cleaned by the method indicated.

The tendered rate shall include full compensation for all material, plant and equipment, all labour and incidentals required to execute the work as specified.

| Item | Unit |
|--|------|
| C 126.02 Application of protective treatment and treatments.....square metre (m²) (Type and application rate indicated) | |

The unit of measurement shall be the square metre of surface area to be protected or treated as specified. For payment purposes, the surface area shall be measured once only irrespective of the number of layers of protective coatings and / or applications of surface treatment is required to achieve the specified application rate.

The tendered rate shall include full compensation for all surface preparations, labour, materials,

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

equipment, additional safety measures, storage, mixing and applications of the protective coatings and treatments, cleaning and disposal of unused or rejected material and all incidentals necessary to execute the work (including wastage) as specified, all to the satisfaction of the engineer.

| Item | Unit |
|----------|--|
| C 126.03 | Trial sample panels.....square metre (m ²) |

The unit of measurement shall be the square metre surface area of successful and accepted trial sample panels to be treated. For payment purposes, the surface area shall be measured once only, irrespective of the number of applications of material and attempts required to achieve an acceptable sample with the specified application rate.

The tendered rate shall include full compensation for everything that is necessary to prepare an acceptable sample panel.

| Item | Unit |
|----------|--|
| C 126.04 | Application of a flexible waterproofing protective layer..square metre (m ²) |

The unit of measurement shall be the square meter of all surface area to be coated, as specified. For payment purposes, the surface area shall be measured once only, irrespective of the number of layers of protective coating to achieve the specified application rate.

The tendered rate shall include full compensation for the cleaning and preparation of the substrate, in accordance with the specifications of the product supplier. The rate will also cover all labour, materials, equipment, additional safety measures, storage, mixing, application and curing of the protective coating, as well as cleaning and the disposal of unused or rejected materials and all incidentals required to execute the work as specified, all to the satisfaction of the engineer.

For crack widths in excess of 0,5mm against the substrate to be coated, the tendered rates will include full provision for filling the cracks with an approved backing material.

| Item | Unit |
|----------|---|
| C 126.05 | Application of cement based waterproofing slurry.....square metre (m ²) |

The unit of measurement shall be the square meter of all surface area to be coated, as specified. For payment purposes, the surface area shall be measured once only, irrespective of the number of layers of protective coating to achieve the specified application rate.

The tendered rate shall include full compensation for the cleaning and preparation of the substrate, in accordance with the specifications of the product supplier. The rate will also cover all labour, materials, equipment, additional safety measures, storage, mixing, application and curing of the protective coating, as well as cleaning and the disposal of unused or rejected materials and all incidentals required to execute the work as specified, all to the satisfaction of the engineer

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.
Part C3: Scope of Work
Section C3.8: Specifications for the rehabilitation of bridges that supplement the COLTO standard specifications for road and bridge works (1998) for state road authorities

SECTION 12800: REPLACEMENT AND REPAIR OF ANCILLARY BRIDGE ELEMENTS

C12 801 SCOPE

This section covers the requirements for the removal of debris from expansion gaps, clearing of drainage elements, repair of expansion joints, repair of handrails, removal and rebuilding of brickwork on bridges, provision of drainage to deck void formers and the refurbishment of bridge bearings.

C12 810 DISPOSAL OF WASTE MATERIAL

All waste materials, rubble, scrap and rubbish arising from the Contractors presence on site and / or the execution of the works shall be disposed of weekly to a disposal site identified by the Contractor and approved by the Engineer.

C12 811 MEASUREMENT AND PAYMENT

| Item | Unit |
|---|-----------|
| C128.03 Service or replacement of existing joint system | |
| a) Service and repair of bridge joints (description)..... | metre (m) |
| b) Replace bridge joint with (description) | metre (m) |

The unit of measurement shall be the metre of specified expansion joint removed or serviced, repaired and replaced as detailed.

The tendered rate shall include full compensation for all plant, equipment, labour and material required to service and replace, or to remove and dispose of the existing joint system and the preparation and installation of the new system as detailed. The rate shall also allow for the provision of special protective measures specified during each stage of the installation.

In addition, the tendered rates shall include full provision for trimming the expansion gap of the concrete nosings, if required by the Engineer. This will be executed with a mutli-blade cutting machine.

| Item | Unit |
|---|-------------|
| C128.12 Bridge Number plates | |
| (a) Refurbishment of existing plates | number (No) |
| (b) New plated..... | number(No) |

The unit of measurement shall be the number of plates replaced or refurbished.

The tendered rate shall make full provision for the provision and installation of new bridge number plates, manufactured from non-ferrous and non-aluminium material and installed in recesses as shown on the drawings. For existing number plates, the tendered rate shall cover the cost of labour, equipment and material to remove, clean, repaint and re-install the number plates.

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.9: Health and Safety Specification

CITY OF TSHWANE

REGIONAL OPERATIONS AND COORDINATION DEPARTMENT

REGIONAL TECHNICAL OPERATIONS COORDINATION DIVISION

CONTRACT NO: ROC01 -2025/26

TENDER FOR THE MAINTENANCE, REHABILITATION, UPGRADING AND INSTALLATION OF STORMWATER SYSTEMS, REPAIRS TO BRIDGES AND REPAIRS TO PAVED SURFACES OF THE CITY OF TSHWANE, AS AND WHEN REQUIRED FOR 3 YEARS PERIOD.

C3.9 HEALTH AND SAFETY SPECIFICATION

| CONTENTS | PAGE |
|---|------|
| 1. Definition of Terms..... | 4 |
| 2. Introduction..... | 4 |
| 3. The Client`s commitment to Occupational Health and Safety Management..... | 5 |
| 4. Scope..... | 6 |
| 5. Omissions from OHS Specification..... | 6 |
| 6. Change or Review of Specifications..... | 7 |
| 7. Safety Files..... | 7 |
| 7.1 Preparation and Submission of safety file..... | 7 |
| 7.2 Evaluation and approval of Safety file..... | 9 |
| 7.3 Principal Contractor engagement phase..... | 9 |
| 7.4 Project close-out and submission of consolidated Health & Safety File. | 10 |
| 8. OHS Specification Requirements | 11 |
| 8.1 General Requirements of Health and Safety Plan | 11 |
| 8.2 Outline of Health and Safety Plan | 12 |
| 8.3 Risk Assessment..... | 13 |
| 8.3.1 General 13 | |
| 8.3.2 Forms of Risk Assessment | 13 |
| 8.3.3 Methodology for the Preparation of Risk Assessments | 14 |
| 8.3.4 Elements of a Risk Assessment | 15 |
| 8.3.5 Reporting and Recording of Risks | 19 |
| 8.3.6 Monitoring and Review..... | 20 |
| 8.3.7 Communication and Consultation | 20 |
| 8.4 Resources | 20 |
| 8.4.1 General 20 | |
| 8.4.2 Employees 20 | |
| 8.4.3. Competencies | 21 |
| 8.4.4. Physical and Psychological Fitness | 21 |
| 8.4.5 Subcontractors | 21 |
| 8.5 Fall Protection Equipment | 21 |
| 8.6 Structures | 22 |
| 8.7 Excavation work | 22 |
| 8.8 Cranes | 22 |
| 8.9 Construction vehicles and mobile plant | 23 |
| 8.10 Electrical Installation and Machinery on construction sites..... | 23 |
| 8.11 Use and temporary storage of flammable liquids on construction sites | 24 |
| 8.12 Housekeeping and general safeguarding on construction sites | 24 |
| 8.13 Stacking and storage on construction site | 25 |
| 8.14 Fire precaution on construction sites | 25 |
| 8.15 Construction employees` facilities | 26 |
| 8.16 Operational Control of the Construction Site | 26 |
| 8.16.1. Personnel Safety Equipment and Facilities | 26 |
| 8.16.2. Display of substituted notices and Signs | 26 |
| 8.16.3. First Aid, Emergency Equipment and Procedures | 27 |
| 8.16.4. Welding, flame cutting, soldering and similar operations..... | 27 |
| 8.16.5 Ladders 27 | |
| 8.16.6. Environmental Conditions | 27 |
| 8.16.7. Hazardous Chemical Substances | 28 |
| 8.17 Implementation of Contractors` Health and Safety Plan | 28 |

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.9: Health and Safety Specification

| | |
|---|-----------|
| 8.17.1. General | 28 |
| 8.17.2 Administrative Requirements | 28 |
| 8.17.3. Incident Reporting, Investigation and Recording | 29 |
| 8.17.4. Training | 29 |
| 8.18 Safety Meetings | 31 |
| 8.19 Occupational Health and Safety Committees | 31 |
| 8.20 Inspections and Monitoring | 32 |
| 8.21 Auditing | 32 |
| 8.21.1. Internal Audits | 32 |
| 8.21.2. Audits by Client or Safety Agent | 33 |
| 9. ANNEXURE..... | 33 |
| 9.1 LEGAL APPOINTMENTS | 33 |
| 9.2 Identified Hazards | 34 |
| 9.3 MANDATORY AGREEMENT (SECTION37.2)..... | 37 |
| 9.4 ACKNOWLEDGEMENT OF RECEIPT OHS SPECIFICATION | 38 |

1. Definition of Terms

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

2. Introduction

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

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

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

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

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

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

- Ensuring that decisions and practices affecting occupational health and safety performance are consistent with the issued specification;
- Ensuring adequate resources are made available for the effective implementation of occupational health and safety control and mitigation measures;
- Participating in hazard identification and risk assessments and design safety reviews;
- Communicating occupational health and safety management processes, strategies and control measures with all levels of employees, contractor and/or visitors;
- Ensuring visible leadership at all sites;
- Promoting and enforcing the use of correct types of Personal Protective Equipment (PPE);
- Reporting and investigation of incidents and accidents and ensuring actions are identified and implemented to prevent similar types of incidents reoccurring;

- Participating in Client audits and meetings and ensuring required actions are implemented within reasonable time frames on the site/project;
- Recognizing and commending safe work practices and coaching employees who require guidance;
- Applying and enforcing consequence management from deviations and transgressions of/from compliance to this OHS Specification noted and/or observed, where applicable;
- Carrying out safety observations, implement corrective and preventative actions and giving immediate feedback;
- Encouraging employee participation in the formulation of work instructions and safety rules.

4. Scope

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

5. Omissions from OHS Specification

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

6. Change or Review of Specifications

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

7. Safety Files

7.1 Preparation and Submission of safety file

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

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

1. Notification of construction work to the relevant Department of Labour (stamped on each page / no faxed copies);
2. Scope of work to be performed;
3. Public Liability
4. Personnel list (Principal Contractor employees);
5. OH&S Policy and other procedures;
6. Updated copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations.
7. Updated copy of the Compensation for Occupational Injuries and Diseases Act (Act no. 130 of 1993) and its Regulations;
8. Proof of valid registration and good standing with the Compensation Commissioner or another licensed Insurer;
9. OHS Plan approved by the Client.
10. Agreement with Mandatory in terms of Section 37(1) &2 of the OHS Act.

11. Approved risk assessments, review and monitoring plans and safe work procedures (method statements);
12. A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor;
13. Designs and/or drawings;
14. All written designations and appointments for project scope of work (CV and competency copies);
15. Management structure (inclusive of OH&S responsibility & meeting structure);
16. Induction training and site OHS rules;
17. Occupational health and safety training matrix / plan;
18. Arrangements with contractors and/or mandatories;
19. The following registers (as applicable to contract scope of work):
 - Accident and/or incident notifications, investigation & control register;
 - Occupational health and safety representatives inspection register;
 - Construction vehicles and mobile plan inspections;
 - Daily inspections templates of vehicles, plant and other equipment by the operator, driver and/or user;
 - Daily inspections templates of excavations by competent person;
 - Template for entry into confined space;
 - Toolbox talks pro-forma;
 - Designer's inspections and structures record template;
 - Inspection and maintenance template of explosive powered tools;
 - Inspection template of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances);
 - Fall protection inspections template;
 - First-aid box content template;
 - Record of first-aid treatment template;
 - Fire equipment inspection and maintenance template;
 - Record of hazardous chemical substances template kept and used on site;
 - Ladder inspection template;

- Machine safety inspections template (including machine guards, lock-outs etcetera);
- Inspection templates for lifting machines and –tackle (including daily inspections by drivers/operators);
- Inspection templates of scaffolding;
- Inspection templates of stacking and storage;
- Inspections templates of structures;
- Inspections templates of vessels under pressure;
- Inspection templates of welding equipment; and
- Templates of issuing of Personal Protective Equipment;
- Monthly reporting and recording of statistics templates;
- Keeping of any other record in terms of applicable legislation falling within the scope of OHS Legislation applicable to the project and the Principal Contractor / Contractor's activities and organization.
- Emergency preparedness and response programmes;

7.2 Evaluation and approval of Safety file

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

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

7.3 Principal Contractor engagement phase

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

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

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

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

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

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

1. Approval letter by City of Tshwane on contents of Health and Safety file including plan;
2. A construction work permit issued by the Department of Labour as contemplated in Construction Regulation 3 of the Construction Regulations 2014 (when applicable).
3. Scope of work performed;
4. OHS Policy and other procedures;
5. Proof of registration and good standing with the Compensation Commissioner or another licensed Insurer;
6. OHS plan approved by the Client including the underpinning risk assessment(s) and method statements;
7. A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work done by each contractor;
8. Notifications of new projects /extension of scope received;
9. Designs and/or drawings;
10. Occupational health and safety committee meeting agenda and minutes;

11. Copies of written designations and appointments (CV and competency copies);
12. Management structure (inclusive of OHS responsibility & meeting structure);
13. Induction training conducted and site OHS rules;
14. Occupational health and safety training provided;
15. Arrangements with contractors and/or mandatories;
16. Description of security measures;
17. All applicable registers;

8. OHS Specification Requirements

8.1 General Requirements of Health and Safety Plan

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

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

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

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

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

- The Principal Contractor should indicate which competent persons he plans on employing based on the scope of work.

8.2 Outline of Health and Safety Plan

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

1. Aim and Scope of Plan,
2. Risk Assessment,
 - a. Alternative Forms of Risk Assessment,
 - b. Methodology of Risk Assessment,
 - c. Elements of Risk Assessment,
 - i. Scope of assessment,
 - ii. Risks Identified,
 - iii. Risk Analysis,
 - iv. Risk Evaluation,
 - v. Risk Treatment (safe working procedures)
 - vi. Monitoring and reviewing,
3. Resources,
 - a. Health and Safety Staffing Organogram,
 - b. Supervisors, Inspectors and Issuers,
 - c. Employees,
 - d. Subcontractors inclusive of their scope of work and their core resources,
 - e. Training,
 - f. Plant,
 - g. Vehicles,
 - h. Equipment
4. Materials,
 - a. Temporary Materials
 - b. Permanent Materials
5. Categories of Work
6. Implementation of Health and Safety Plan,
 - a. Administrative systems,
 - b. Training,
 - c. Reporting,

- d. Monitoring,
- e. Inspections,
- 7. Auditing,
 - a. Internal audits,
 - b. Follow-up audits,
- 8. Financial Aspects,
- 9. Emergency procedures and response

8.3 Risk Assessment

8.3.1 General

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

A suitable and sufficient risk assessment is an assessment which:

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

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

The objectives of risk assessments are to:

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

8.3.2 Forms of Risk Assessment

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

8.3.2.1 Activity based risk assessment

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

8.3.2.2 Issue based risk assessments

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

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

8.3.2.3 Continuous risk assessments

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

Examples of continuous risk assessments include:

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

8.3.3 Methodology for the Preparation of Risk Assessments

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

- Appoint in writing a suitably competent risk assessor
- The appointed risk assessor shall lead the risk assessment process

- Provide the team with background data, scope of work, potential hazards and underlying causes, and
- Where necessary employ experts for complex risk assessments and aspects of risk assessments that require experiential judgment,
- Institute an ongoing system of identifying aspects of the work that require risk assessment.

8.3.4 Elements of a Risk Assessment

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

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

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

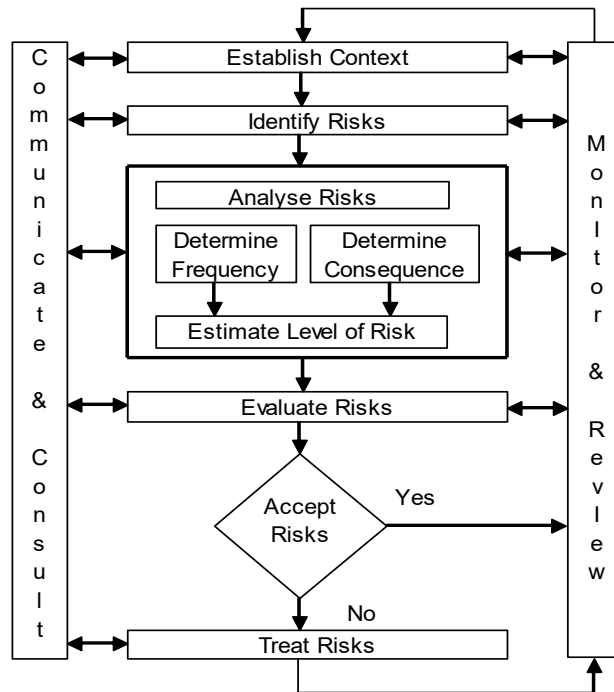


Figure 1: Risk Management Process

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

8.3.4.1 Risk Identification

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

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

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

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.9: Health and Safety Specification

- viii) Review the adequacy and effectiveness of existing safety controls and measures

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.9: Health and Safety Specification

8.3.4.2 Risk Analysis

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

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

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

Figure 2: Compounded Risk Matrix

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

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

8.3.4.3 Risk Evaluation

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

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

8.3.4.4. Risk Treatment

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

8.3.5 Reporting and Recording of Risks

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

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

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

8.3.6 Monitoring and Review

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

8.3.7 Communication and Consultation

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

8.4 Resources

8.4.1 General

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

3.4.2 Employees

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

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

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

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

- Systems to determine further training requirements throughout the construction period.

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

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

8.4.3. Competencies

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

8.4.4. Physical and Psychological Fitness

The Principal contractor shall ensure that all employees are in possession of a valid medical certificate of fitness to work in such an environment and issued by an occupational health practitioner in the form of Annexure 3 of the Construction regulations.

8.4.5 Subcontractors

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

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

8.5 Fall Protection Equipment

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

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

8.6 Structures

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

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

8.7 Excavation work

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

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

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

8.8 Cranes

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

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

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

8.9 Construction vehicles and mobile plant

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

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

8.10 Electrical Installation and Machinery on construction sites

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

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

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

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

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

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

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

What retaining methods will be used to prevent the spreading of any spillage?

8.12 *Housekeeping and general safeguarding on construction sites*

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

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

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

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

8.13 *Stacking and storage on construction site*

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

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

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

8.14 *Fire precaution on construction sites*

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

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

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

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

8.15 Construction employees' facilities

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

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

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

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

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

8.16 Operational Control of the Construction Site

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

8.16.1. Personnel Safety Equipment and Facilities

The Contractor shall comply with Section 2 of the General Safety Regulations and shall in particular provide all necessary personnel protective equipment for his personnel for the duration of the construction period. To this end the Contractor shall without limiting his obligations indicate in his Health and Safety Plan:

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

How he will maintain the personnel safety equipment issued.

8.16.2. Display of substituted notices and Signs

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

| Area/Activity where construction sign is needed | Notice or sign required in |
|--|--|
| Display of notices and signs | General Safety Regulation 2b |
| Entry | General Safety Regulation 2 (c) |
| First Aid box | General Safety Regulation 3 (6) |
| Toilets and Change rooms | Facilities Regulation 2(5).4 (2) (f) |
| Hazardous and Chemical Storage area | General Safety Regulation 4 (8) (i) and (ii) |

| | |
|--|--------------------------------|
| Machinery | General Machinery Regulation 9 |
| Prohibition of smoking and eating or drinking at workplaces where high risk substances are stored or handled | Facilities Regulation 7 |

8.16.3. First Aid, Emergency Equipment and Procedures

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

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

8.16.4. Welding, flame cutting, soldering and similar operations

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

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

8.16.5 Ladders

The Principal Contractor shall with reference to Section 13A of the General Safety Regulations and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends ensuring that ladders used are safe and constructed of materials approved for its intended use, and
- What precaution will be made to ensure the stability of ladders in use?
-

8.16.6. Environmental Conditions

The Principal Contractor shall comply with the Environmental Regulations for Workplaces, 1987, and shall address the following aspects as described in the regulations in his Health and Safety plan:

- Thermal requirements,
- Lighting,
- Windows,

- Ventilation,
- Housekeeping,
- Noise and hearing conservation,
- Precautions against flooding, and
- Fire precautions and means of egress.

8.16.7. Hazardous Chemical Substances

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

The Principal Contractor must discuss the following in detail in his safety plan in respect of each hazardous chemical substance that will be used in the works:

- Storage of substance
- Handling of substance
- Protective clothing and other devices to be used while handling the substance
- Medical surveillance.
- How will he ensure that employees are adequately and comprehensively informed and trained

8.17 *Implementation of Contractors' Health and Safety Plan*

8.17.1. General

The Principal Contractor shall describe in his Health and Safety Plan how he intends implementing his OHS plan. The Principal Contractor shall indicate the methods he intends using to ensure accurate record keeping of all critical elements identified in his risk assessment and covered in his Health and Safety Plan.

The Principal Contractor shall indicate:

- How internal audits will be carried out,
- How audit findings will be addressed,
- How he would implement the corrective measures and recommendations of internal audits or inputs of employees.
- How he intends to review the safety plans,
- How he would train staff and keep training records

8.17.2 Administrative Requirements

The Principal Contractor shall comply with the administrative requirements of the Occupational Health and Safety Act and Regulations 85 of 1993 and other legal requirements. The Principal contractor's administrative system will without limiting his obligations cover the following:

- Keeping of a safety file on site,
- Maintenance of his Health and Safety plan,
- Procedures to follow for the appointment of competent persons,
- Construction work permits (where applicable)
- Procedures to follow for notifications,
- Injury on duty [IOD] administration,
- Minutes of safety meetings,
- Inspection checklists/registers,
- Safe keeping of checklists/registers, and
- Internal audits documentation.

The Principal Contractor shall ensure that at least one copy of the Occupational Health and Safety Act, 1993 and its Regulations is available on site for every 5 employees employed.

8.17.3. Incident Reporting, Investigation and Recording

The Principal Contractor shall comply with Section 9 of the General Administrative Regulations, 1996 and shall in particular (in accordance with section 12) furnish an inspector with information relating to health and safety on the construction site, when requested to do so.

The Principal Contractor shall report all incidents and or occurrences to the Client, investigate and keep record as contemplated by the Occupational Health and Safety Act 85 of 1993 and Regulations.

8.17.4. Training

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

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

The Principal Contractor shall, without limiting his obligations, indicate in his Health and Safety Plan how he intends:

- Identifying the training needs of the personnel he intends employing, and
- Implementing the training identified
- What proof of induction training will be carried by his employees

8.17.4.1. General induction Training

- All members of the contractor's management as well as all the people appointed as responsible for Occupational Health and Safety in terms of the OHS Act, Construction Regulations and other Regulations are required to attend a general safety Induction
- All employees of the principal contractor and other contractors must be in possession of proof of Induction Training
- All subsequent and newly appointed employees must also be subjected to the Induction Training as soon as possible after the appointment but prior to start work on site.
- All visitors must undergo an induction training on arrival to site

8.17.4.2. Site Specific Induction Training

The principal contractor will be required to prepare the Task based Induction training based on the risk assessment for the contract work and train all employees who will be involved in the selected task. All employees must have a proof of such training and copies in the Safety File

8.17.4.3. Other Training

1. All operators, drivers and users of construction vehicles and mobile plants must be in possession of a valid proof of training and where applicable licenses and proof of competency
2. All employees in jobs requiring competence in terms of the OHS Act and Regulations must be in possession of valid proof of training.

8.17.4.4. Awareness and Promotion

The Principal Contractor is required to have a promotion and awareness program in place to create an Occupational Health and Safety culture within employees as well as subcontractors. The following are some of the methods that may be used:

- Toolbox Talks
- Posters
- Videos

- Competitions
- Participative activities such As Occupational Health and Safety Circles

8.18 *Safety Meetings*

The Principal Contractor shall conduct at least one formal safety meeting per month with his employees to ensure safety awareness and shall maintain appropriate records of attendance and meeting content. Such records shall be included in the safety file. The meetings shall address at least the following:

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

8.19 *Occupational Health and Safety Committees*

The principal contractor must establish Occupational Health and Safety committees consisting of all designated Occupational Health and Safety Representatives together with a number of management Representatives that are not allowed to exceed the number of Safety Reps on the committee. The members of the Safety Committee must be appointed in writing and the appointment letters must be in the Safety File.

The Safety Committee must meet but at least once per three month and consider at least the following agenda items:

- Opening and Welcome
- Members present, apologies and absent
- Minutes of previous meeting
- Matters arising from the previous meeting
- Safety Representatives inspection reports
- Incident and/or accident investigation reports

- Incident, accident and /or injury statistics
- Audit feedback
- Medical surveillance
- Endorsement of legal OHS registers and other statutory documents by a duly authorized representative of the principal contractor
- General
- Close and next meeting

8.20 *Inspections and Monitoring*

The Principal Contractor shall be required to inspect each workplace prior to works commencing to ensure that minimum control measures and protective equipment are in place and that by entering the workplace no person will be exposed to any hazard which could affect his health or safety.

(including amongst others mask wearing at all times by everyone on site, washing hands regularly/ applying a hand sanitizer and observing social distancing to reduce the spread of Covid-19).

The Principal Contractor shall without limiting his obligations, indicate the following in his Health and Safety Plan:

- The inspection and monitoring procedures he intends employing to determine the safety of workplaces, and
- Who will be responsible for the checking of each workplace at the commencement of each shift?

The Principal Contractor shall include in his Health and safety Plan all the checklists he intends using during the inspection and monitoring of the implementation of his Health and Safety Plan.

The Principal Contractor can expect inspections of the works by any of the following parties:

- The Client or Safety Agent,
- Department of Labour Inspector or any authorized person appointed by the Minister as Chief Inspector or his representative.

The Client, Safety Agent or his representative will stop the work at any time under the following conditions:

- If the Contractor is not compliant with his Health and Safety Plan
- Imminent threat to the health and safety of any person on site
- Continuous non-conformance to corrective action requests.
- In the occurrence of section 24 incident

8.21 *Auditing*

8.21.1. Internal Audits

The Principal Contractor shall conduct periodic site audits as contemplated in section 7. (1.c.vii) of the Construction Regulations 2014

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.9: Health and Safety Specification

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

8.21.2. Audits by Client or Safety Agent

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

- i) The audit or follow-up audit are carried out during ordinary working hours, and
- ii) The Client or Safety Agent gives the Contractor at least 48 hours' notice of his intention to carry out such audits.

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

The Principal Contractor's employees as indicated in the OHS organogram and the Client's project manager will be present during any audit carried out by the Employer or his Safety Agent.

NB: The office space of the Principal contractor utilized for the project duration will be audited in line with the requirements of the Occupational Health and Safety Act 85 of 1993 and Regulations.

9. ANNEXURE

9.1 LEGAL APPOINTMENTS

See principal contractor safety file for all legal appointments.

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.9: Health and Safety Specification

9.2 Identified Hazards

In terms of Regulation 9 (1) (a) of the Construction Regulations 2014 the following hazards anticipated with the scope of work have been identified.

NOTE: The list of potential hazards is by no means intended to be all inclusive and is not limited to this list, and it remains the responsibility of the Contractor to identify all possible hazards with regards to his scope of work and to put measures in place to mitigate, reduce or control these hazards.

RISK RATING AND ABBREVIATIONS:

| Risk Rating | Abbreviations |
|----------------------|-----------------|
| 15-25 EXTREME | O= OCCUPATIONAL |
| 8 - 14 HIGH | H = HEALTH |
| 4 – 7 MEDIUM | S=SAFETY |
| 1 - 3 LOW | |

RISKS CONSEQUENCES AND PROBABILITY:

| RISKS | | CONSE- QUENCES | PROBABILITY | | | | |
|------------|---|-------------------|----------------|--------|----------|----------|-------------------|
| | | | Almost Certain | Likely | Possible | Unlikely | Almost Impossible |
| | | | 5 | 4 | 3 | 2 | 1 |
| OHS | Multiple fatalities, or significant irreversible effects to >50 persons Serious, long term environmental impairment of ecosystem function Very serious impact on quality of product/service. Definite loss of customer or discontinuation of contract with service provider | 5 | 25 | 20 | 15 | 10 | 5 |
| OHS | Single fatality and/or severe irreversible disability to one or more persons Serious medium term environmental effects Serious impact on quality of product / Probable loss of customer or discontinuation of contract with service provider | 4 | 20 | 16 | 12 | 8 | 4 |
| OHS | Moderate irreversible disability or impairment (<30%) to one or more persons. Moderate, short-term effects but not affecting ecosystem function Moderate impact on quality of product / Possible loss of customer or discontinuation of contract with service provider | 3 | 15 | 12 | 9 | 6 | 3 |

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.9: Health and Safety Specification

| | | | | | | | |
|------------|---|---|----|---|---|---|---|
| OHS | Objective but reversible disability requiring hospitalization Minor effects on biological or physical environment Minor impact on quality of product / Minor impact on relationship with customer or service provider | 2 | 10 | 8 | 6 | 4 | 2 |
| OHS | No medical treatment required. Limited damage to minimal area of low significance Limited impact on quality of product / Minimal impact on relationship with customer or service provider | 1 | 5 | 4 | 3 | 2 | 1 |

9.3 MANDATORY AGREEMENT (SECTION 37.2)

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 BETWEEN
THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY
(Hereinafter referred to as the “CLIENT”)
AND

.....

Herein represented by in
his/her capacity as duly
authorised by virtue of a resolution dated
Attached hereto as Annexure A of the said
(Hereinafter referred to as the “CONTRACTOR”).

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

.....
Contract number

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

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

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with: Provided that should the CLIENT prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations and the CONTRACTOR expressly absolves the CLIENT from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures as the case may be.
4. The CONTRACTOR agrees that any duly authorised officials of the CLIENT shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with this undertaking as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the CLIENT any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge as the case may be.

Thus signed at PRETORIA for and on behalf of the CLIENT on this the.....day of..... 20

AS WITNESSES:

1.

2.

.....
SIGNATURE

.....
NAME AND SURNAME

.....
CAPACITY

Thus signed at PRETORIA for and on behalf of the CONTRACTOR on this the

..... day of 20

AS WITNESSES:

1.

2.

.....
SIGNATURE

.....
NAME AND SURNAME

.....
CAPACITY

9.4 ACKNOWLEDGEMENT OF RECEIPT OHS SPECIFICATION

Acknowledgement of receipt of OHS Specification:

Name of Designer/Contractor

.....

Contract: ROC01-2025/26 The Maintenance, Rehabilitation, Upgrading and Installation of Stormwater Systems, Repairs to Bridges and repairs to Paved Surfaces.

Part C3: Scope of Work

Section C3.9: Health and Safety Specification

I, the undersigned, hereby acknowledge that I have obtained copies of OHS Specification and confirm full compliance to the conclusion of project or construction work.

Signed aton this Day of.....20.....

Signature of Designer /Contractor Manager

Date

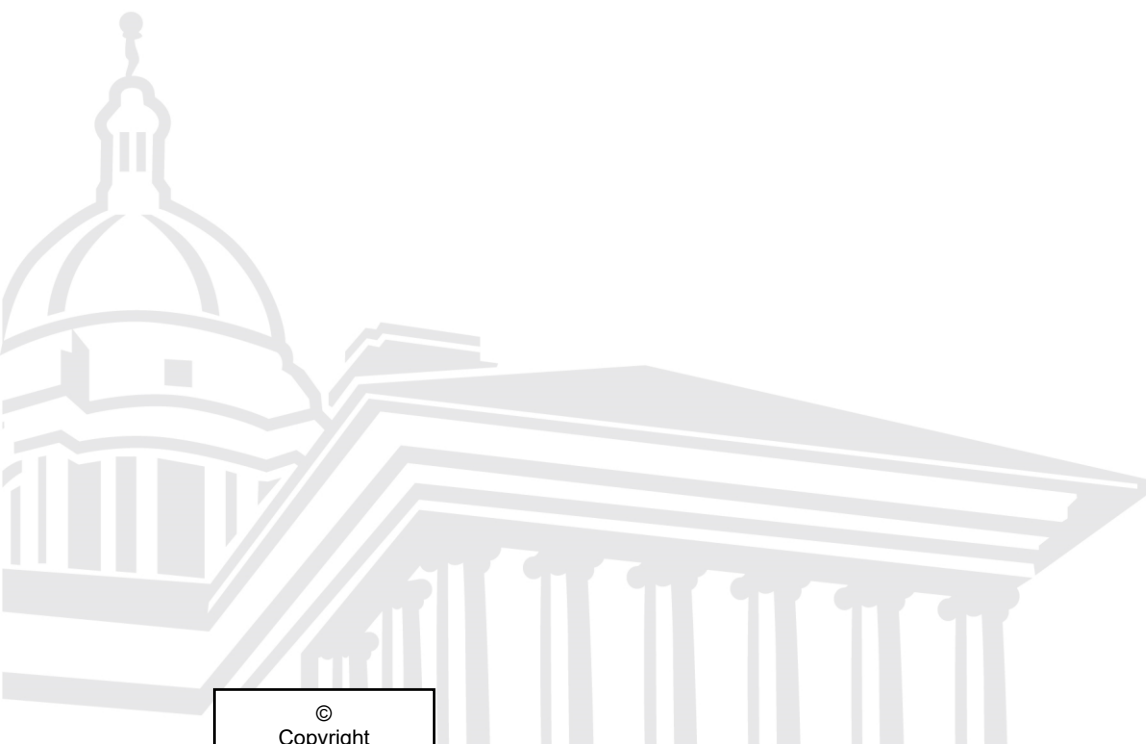
Signature of Contractor Supervisor

Date

Witness 1

Witness

PART C4: SITE INFORMATION



©
Copyright
City of Tshwane

In compliance with
THE CIDB
standards for
uniformity

C4.1 LOCALITY PLAN

The locality plan shows the extended Regions within which the project is situated.

