

**HUMAN SETTLEMENTS DEPARTMENT
HUMAN SETTLEMENT PROVISION DIVISION**

TENDER REFERENCE: HS 05-2025/26

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE
CONSTRUCTION OF ROADS AND STORMWATER INFRASTRUCTURE IN
SOSHANGUVE EXTENSION FIVE (05), TWELVE (12) AND THIRTEEN (13) OVER
A PERIOD OF 36 MONTHS.**

VOLUME 1

A Tender for category 9CE CIDB registered Contractors

ISSUED BY:	PREPARED BY:
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Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	
Postal address of Tenderer:	
Contact Person:	City Of Tshwane Vendor No:
Tel. No.:	E-mail Address:
Cell No.:	Fax No:
CIDB CRS Number(s):	



CONTENTS

DESCRIPTION		COLOUR
PORTION 1: TENDER		
PART T1	TENDERING PROCEDURES	
	T1.1 TENDER NOTICE AND INVITATION TO TENDER	White
	T1.2 TENDER DATA	Pink
	T1.3 STANDARD CONDITIONS OF TENDER	Pink
PART T2	RETURNABLE DOCUMENTS	
	T2.1 LIST OF RETURNABLE DOCUMENTS	Yellow
	T2.2 RETURNABLE DOCUMENTS	Yellow
PORTION 2: CONTRACT		
PART C1	AGREEMENTS AND CONTRACT DATA	
	C1.1 FORM OF OFFER AND ACCEPTANCE	Yellow
	C1.2 CONTRACT DATA	Yellow
	C1.3 FORM OF GUARANTEE	White
	C1.4 HEALTH AND SAFETY AGREEMENT	White
	C1.5 ADJUDICATOR'S AGREEMENT	White
PART C2	PRICING DATA	
	C2.1 PRICE INSTRUCTIONS	Yellow
	C2.2 PRICE SCHEDULE	Yellow
PART C3	SCOPE OF WORK	
	C3.1 DESCRIPTION OF THE WORKS	Blue
	C3.2 ENGINEERING	Blue
	C3.3 PROCUREMENT	Blue
	C3.4 CONSTRUCTION	Blue
	C3.5 MANAGEMENT	Blue
	C3.6 PARTICULAR SPECIFICATIONS AND VARIATIONS AND ADDITIONS TO THE STANDARD SPECIFICATIONS	Blue
	C3.7 HEALTH & SAFETY SPECIFICATION	Blue
	C3.8 ENVIRONMENTAL MANAGEMENT PLAN	Blue

Contents of Volume

DESCRIPTION		COLOUR
PART C4	SITE INFORMATION	
	C4.1 LOCALITY	Green
	C4.2 GEOLOGY	Green
	C4.3 EXISTING INFRASTRUCTURE	Green
	C4.4 CLIMATE AND HYDROLOGY	Green
	C4.5 TOPOGRAPHY AND DRAINAGE PATTERN	Green

PORTION 1: TENDER

PART T1: TENDER PROCEDURES

TABLE OF CONTENTS

T1.1	TENDER NOTICE AND INVITATION TO TENDER.....	2
T1.2	TENDER DATA	3
T1.3	STANDARD CONDITIONS OF TENDER	28

T1.1 TENDER NOTICE AND INVITATION TO TENDER

HS 05-2025/26

**CITY OF TSHWANE
HUMAN SETTLEMENTS DEPARTMENT**

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF ROADS AND STORMWATER INFRASTRUCTURE IN SOSHANGUVE EXTENSION FIVE (05), TWELVE (12) AND THIRTEEN (13) OVER A PERIOD OF 36 MONTHS.

Tenders are hereby invited for the above tender.

Tenderers should have a CIDB contractor grading designation of **9CE**.

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 awarding points for the **90/10 Preference** Point System.

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

Seruthwane Street, Soshanguve South Ext 13, 25°35'19.2"S 28°02'44.4"E on 27 March 2026 at 10h00.

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

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

The closing time for receipt of tenders is **10h00 on 16 April 2026**. 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**. Tenders will be opened at the latter address at the time indicated.

Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.

“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: Employer: Mr Nyikiwa Rikhotso
Tel (Office): (012) 358 1686
E-Mail: NyikiwaR@tshwane.gov.za

SUPPLY CHAIN EQUITIES: Employer: Maureen Radingoana
Telephone: (012) 358 6153
E mail: Maureenr@tshwane.gov.za

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure C of Standard for Uniformity in Engineering and Construction Works Contracts (Board Notice 423 Government Gazette No 42622 of 8 August 2019)**, bound into Section T1.3

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.

Each item of data below is cross-referenced to the clause in 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> <ul style="list-style-type: none"> T1.1 – Tender notice and invitation to tender T1.2 – Tender data T1.3 – Standard conditions of tender <p>Part T2: Returnable documents</p> <ul style="list-style-type: none"> T2.1 – List of returnable documents T2.2 – Returnable schedules <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <ul style="list-style-type: none"> C1.1 – Form of offer and acceptance C1.2 – Contract data C1.3 – Form of guarantee C1.4 – Health and safety agreement C1.5 – Adjudicators contract <p>Part C2: Pricing data</p> <ul style="list-style-type: none"> C2.1 – Pricing assumptions C2.2 – Pricing schedule <p>Part C3: Scope of work</p> <ul style="list-style-type: none"> C3.1 – Description of the works C3.2 – Engineering C3.3 – Procurement C3.4 – Construction C3.5 – Management C3.6 – Particular Specifications and variations to the Standard Specifications C3.7 – Health and safety specifications C3.8 – Environmental Management Plan <p>Part C4: Site information</p> <ul style="list-style-type: none"> C4.1 – Locality C4.2 – Geology C4.3 – Existing infrastructure C4.4 – Climate and hydrology

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA
	<p>C4.5 – Topography and drainage pattern</p> <p>Volume 2: Tender Drawings</p>
<p>C.1.3 Interpretation C.1.3.4</p>	<p>Add the following new clause: <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>
<p>C.1.4 Communication (Employer’s Agent(s))</p>	<p>Agent: Batatise Consulting Engineers Address: Stoney Ridge Office Park, Unit 8 First Floor Cnr Witkoppen and Waterford Road Kleve Hill Park Paulshof, Sandton, 2151 Tel: 010 442 6759 Mr. Tendai Nezandonyi E-Mail: tendai@batatiseconsulting.com</p>
	<p>CHS Agent: Bašumi Engineering and SHEQ Solutions Address: 86 Oakwood Close Silverwoods, 0054 Tel: 072 511 5323 Mr. Modibe Ramodibe E-Mail: basumisafety@gmail.com</p>
<p>C.2.1 Eligibility</p>	<p>Only those Tenderers who satisfy the following eligibility criteria are eligible to submit tenders: 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 a contractor grading designation determined in accordance with the sum tendered for an 9CE class of construction work, are eligible to submit tenders.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of a joint venture is registered with the CIDB within 21 days of the closing date of tenderers; 2. Three contractors registered in contractor grading designation 8 of which the lead partner has a contractor grading designation in the 9CE class of construction work; OR 3. One grade 9 lead partner within the class of work under consideration plus any grade combination in any class of work. <p>C.2.1.1 Only tenderers who meet the mandatory requirements as follows:</p>

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA	
	1) Tendering company	
	Mandatory criteria	Supporting evidence
	Contractor with CIDB Grading of 9CE or eligible Joint Venture	Valid CIDB grading certificate/s
	Company Experience: Proof of 1 relevant project (Roads and Stormwater project)	Appointment letter, approved Completion certificates acceptable by the CIDB and reference letter (signed and stamped by referee)
	Relevant project can be	
	I. Roads and stormwater infrastructure project with a minimum length of roads and stormwater infrastructure of 5 km and a minimum project value of R60 m.	
	2) Key Personnel	
	Mandatory criteria	Supporting evidence
	<p>Contracts Manager</p> <ul style="list-style-type: none"> Qualification: BSc or B Eng or B-Tech in Civil Engineering NQF level 7 Professional registration with either (i) Engineering Council of South Africa (ECSA) as an Engineer OR Technologist OR (ii) Professional registration with the South African Council for the Project and Construction Management Professions (SACPCMP) as Construction Project Manager or Construction Manager and a Minimum experience of 5 years' experience post registration. <p>Note: Contract Manager cannot be the Safety Officer and vice versa.</p>	Certified copy of qualification, SACPCMP/ECSA registration and detailed CV indicating years of experience are compulsory
	<p>Site Agent/Construction Manager</p> <ul style="list-style-type: none"> Qualifications: Minimum National Diploma in Civil Engineering NQF level 6 or higher qualification in Civil Engineering Minimum of 5 years' experience in Roads and Stormwater Infrastructure Projects 	Certified copy of qualification and detailed CV indicating years of experience are compulsory.
	<p>Assistant Site Agent/Construction Manager</p> <ul style="list-style-type: none"> Qualifications: Minimum National Diploma in Civil Engineering NQF level 6 or higher qualification in Civil Engineering 	Certified copy of qualification and detailed CV indicating years of experience are compulsory.

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA	
	<ul style="list-style-type: none"> Minimum of 3 years' experience in Roads and Stormwater Infrastructure Projects 	
	<p>Minimum of 2 x Foreman</p> <ul style="list-style-type: none"> Qualifications: Artisan qualification/certificate NQF level 3 or higher qualification in civil engineering works or equivalent. Minimum 3 years relevant experience in Roads and Stormwater Infrastructure Projects 	<p>Certified copy of qualification and detailed CV indicating years of experience are compulsory.</p>
	<p>Minimum of 2 x Safety Officers</p> <ul style="list-style-type: none"> Qualification: Minimum of NQF level 5 in health and safety management or equivalent Professional registration with the South African Council for the Project and Construction Management Professions (SACPCMP) as a Construction Health and Safety Officer (CHSO). Minimum 3 years experience in the position of Construction Health and Safety Officer on Roads and Stormwater Infrastructure Projects 	<p>Copy of SACPCMP registration certificate and detailed CV indicating years of experience are compulsory.</p>
<p>C.2.2 Cost of Tendering</p>	<p>The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.</p>	
<p>C.2.5 Reference Documents</p>	<p>Add the following:</p> <p>Unless specified otherwise in this document, the following standards and conditions of contract will be applicable under this Contract:</p> <ul style="list-style-type: none"> The document <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. 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. This document is obtainable free of charge on the website www.tshwane.gov.za. 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>. 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. 	

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA
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>
C.2.10 Pricing the tender offer	<p>Add the following sub-clause 2.10.5:</p> <p>A digital copy of the Bill of Quantities will be included in the tender document.</p>
C.2.11 Alterations to documents	<p>Add the following to the clause:</p> <p>“In the event of a mistake having been made, it shall be crossed out in black ink and the corrected entry made above in black ink and shall be accompanied by the full signatures of the authorised signatories next to every correction.</p> <p><u>No correction fluid may be used. If correction fluid has been used, the tender as a whole will not be considered.</u></p> <p>The Municipality will reject the bid if corrections are not made in accordance with the above.”</p>
C.2.12 Alternative offers	<p>Alternative tender offers will not be considered.</p>
C.2.13 Submitting a tender offer	<ul style="list-style-type: none"> The tender offer shall be completed in non-erasable black ink <p>Any entry made by the tenderer in the document which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in non-erasable black ink and the full signature of the tenderer shall be placed next to the correction. Replace the contents of the clause with the following:</p>
C.2.13.2	<p>Replace the contents of the clause with the following:</p>

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA
	<p style="text-align: center;">Soshanguve Extension 05, 12 and 13 over a Period of 36 Months.</p> <p>Closing Time: 10h00</p> <p>Closing Date:</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>
C.2.13.6	<p>Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive together with the hard copy of the Bid/Proposals</p> <p>A two-envelope procedure will not be followed.</p>
C.2.13.7	<p>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.</p>
C.2.13.8	<p>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.</p>
C.2.13.9	<p>Telephonic, telegraphic, telex, facsimile or e-mailed offers will <u>not</u> be accepted.</p>
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	<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 Section C1.1 : Form of Offer and Acceptance</p>

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA
<p>in all respects</p>	<p>Section C1.2 : Contract Data (Part 2) Section C2.2 : Bill of Quantities</p> <p><i>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</i></p> <p><i>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</i></p> <p><i>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</i></p> <p><i>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</i></p> <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>
<p>C.2.15 Closing time</p>	<p>The closing time for submission of tender offers is stated in the tender notice and invitation to tender.</p>
<p>C.2.16 Tender offer validity</p>	<p>The tender offer validity period is 90 days. City of Tshwane 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>C.2.16.5</p>	<p>Add the following new clause</p> <p><i>If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</i></p>
<p>C.2.16.6</p>	<p>Add the following new clause:</p> <p><i>Accept that should the Tenderer unilaterally withdraw his tender during the tender validity period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise</i></p>

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA
	<p><i>arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.</i></p>
C.2.18 Provide other material	<p>The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p>
C2.18.1	<p>Add the following to the clause:</p> <p>“Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p> <p>Accept that the Employer or his agent reserves the right to approach the Tenderer’s banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.”</p>
C.2.19 Inspections, tests and analysis	<p>Add the following at the end of the clause:</p> <p><i>...or upon written request.</i></p>
C.2.20 Submit securities, bonds, policies, etc.	<p>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.</p>
C.2.22 Return of other tender documents	<p>Return all retained tender documents prior to the closing time for the submission of Tender Offers.</p>
C.2.23 Certificates	<p>Refer to Part T2 of this procurement document for a list of the documents that are to be returned with the tender.</p>
C.2.24 Conditions Associated with the	<p>Add the following new clause</p> <p><i>The Tenderer, undertakes to:</i></p>

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA
Granting of Preferences	<p>a) 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;</p> <p>b) 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;</p> <p>c) accept the sanctions set out in the Scope of Works should such conditions be breached.</p>
C.2.25 Canvassing and obtaining of additional information by tenderers	<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>
C.2.26 Prohibitions on awards to persons in service of the state	<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>
C.2.27 Awards to close family members of persons in	<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</i></p>

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA
<p><i>the service of the state</i></p>	<p><i>the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including -</i></p> <ul style="list-style-type: none"> <i>a) the name of that person;</i> <i>b) the capacity in which that person is in the service of the state; and</i> <i>c) the amount of the award.</i> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Part T2 of this procurement document must be completed.</p>
<p>C.2.28 <i>Vendor registration</i></p>	<p>Add the following new clause</p> <p><i>The contractor will required registering as a supplier/ service provider on the City of Tshwane’s vendor register before any payment can be done.</i></p> <p><i>If the tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.</i></p> <p><i>Vendor registration documents are available from the Procurement Advice Centre or can be downloaded from 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>
<p>C.2.29 <i>Tax</i></p>	<p>Add the following new clause</p> <p><i>National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that:</i></p> <p><i>The designated official(s) must verify the tenderer’s tax compliance status prior to the finalisation of the award of the tender or price quotation.</i></p> <p><i>Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non-compliant status and the tenderer must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or eFiling</i></p> <p><i>Accept that the tenderer will be rejected if such tenderer fails to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18.</i></p>
<p>C.3.1 <i>Respond to requests</i></p>	

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA
from the tenderer	
C.3.1.1	The employer will respond to requests for clarification up to 7 (seven) working days before the tender closing time.
C.3.4 Opening of tender submissions	Tenders will be opened immediately after the closing time for tenders. Bidders are requested to refer to the City's website where the closing register will be published.
C.3.8 Test for responsiveness C.3.8.1	<p>Add the following to the sub-clause:</p> <p>Failure on the part of the Tenderer to submit a tender offer as stipulated in clause C2.13 prior to the closing time as stipulated in clause C2.15 shall be just cause for the Employer to consider the tender offer as being non-responsive</p> <p>Failure on the part of the Tenderer to submit any one of the returnable documents or certificates listed in clause C2.23 within the period stipulated shall be just cause for the Employer to consider the tender offer as being non-responsive.</p>
C.3.9 Arithmetical errors, omissions and discrepancies	<p>Replace the contents of the clause with the following:</p> <p>Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <p>a) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line-item total shall be corrected.</p> <p>b) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the corrected total of the prices shall govern.</p> <p>c) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern.</p> <p>Notify a tenderer upon written request received after the closing date of tenders of all arithmetical errors made by that particular tenderer.</p>
C.3.11 Evaluation of tender offers	<i>All tenderers who submitted responsive tenders will be evaluated</i>
C.3.11.1 General	<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>

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA		
	<p>The following stages of evaluation will be applicable for this tender</p> <p>Stage 1: Administrative Compliance Stage 2: Mandatory Requirements Stage 3: Functionality Criteria Stage 4: Preference Points System</p>		
C.3.11.2 Method of Evaluation	<p>The tender will be evaluated in four (4) Stages namely:</p> <p>STAGE 1: ADMINISTRATIVE 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 municipal service charges, 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 signed lease agreement or letter from the local councillor 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 municipal service charges, rates and taxes 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 municipal service charges, rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more</p>		<p>Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for the company’s owners / members / directors / major shareholders? Are municipal service charges, rates and</p>	

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA	
	<p>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>taxes 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 4.</u> <u>Failure to declare interest will result in a disqualification</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 not be considered)</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 exempted or not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof from an "independent accounting professional as defined in regulation 26 of Companies Regulation, 2011, stating that the bidder is exempt or 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 an independent accounting professional as defined in regulation 26 of Companies Regulation, 2011) 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.</p>	<p>If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required</p>

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA									
	<p>In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties. 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>documents as per (i.e. a to f) must be provided for all partners of the JV.</p>								
	<p>h) Bidder attended a compulsory briefing session where applicable</p>	<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>								
	<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>	<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>It is expected that the bidder will deploy experienced key personnel that have in the past tenant installation/fit-out works, and this team should possess the relevant skills adequate for performing the tasks set out in this specification document.</p> <p>The following information must be provided:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th colspan="2" style="text-align: left;">1) Tendering company</th> </tr> <tr> <th style="text-align: left;">Mandatory criteria</th> <th style="text-align: left;">Supporting evidence</th> </tr> </thead> <tbody> <tr> <td>CIDB Grading of 9CE</td> <td>Valid CIDB grading certificate</td> </tr> <tr> <td>Company Experience: Proof of 1 relevant project (Roads and Stormwater project)</td> <td>Appointment letter, approved Completion certificates acceptable by the CIDB and reference letter (signed and stamped by referee)</td> </tr> </tbody> </table>			1) Tendering company		Mandatory criteria	Supporting evidence	CIDB Grading of 9CE	Valid CIDB grading certificate	Company Experience: Proof of 1 relevant project (Roads and Stormwater project)	Appointment letter, approved Completion certificates acceptable by the CIDB and reference letter (signed and stamped by referee)
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Mandatory criteria	Supporting evidence									
CIDB Grading of 9CE	Valid CIDB grading certificate									
Company Experience: Proof of 1 relevant project (Roads and Stormwater project)	Appointment letter, approved Completion certificates acceptable by the CIDB and reference letter (signed and stamped by referee)									

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA										
	<p>Relevant project can be</p> <p>I. Roads and stormwater infrastructure project with a minimum length of roads and stormwater infrastructure of 5 km and a minimum project value of R60 m.</p>										
	<p>2) Key Personnel</p>										
	<table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">Mandatory criteria</th> <th style="text-align: center;">Supporting evidence</th> </tr> </thead> <tbody> <tr> <td> <p>Contracts Manager</p> <ul style="list-style-type: none"> • Qualification: BSc or B Eng or B-Tech in Civil Engineering NQF level 7 • Professional registration with either (i) Engineering Council of South Africa (ECSA) as an Engineer OR Technologist OR (ii) Professional registration with the South African Council for the Project and Construction Management Professions (SACPCMP) as Construction Project Manager or Construction Manager and a • Minimum experience of 5 years' experience post registration <p>Note: Contracts Manager cannot be the Safety Officer and vice versa.</p> </td> <td> <p>Certified copy of qualification, SACPCMP/ECSA registration and detailed CV indicating years of experience are compulsory</p> </td> </tr> <tr> <td> <p>Site Agent/Construction Manager</p> <ul style="list-style-type: none"> • Qualifications: Minimum National Diploma in Civil Engineering NQF level 6 or higher qualification in Civil Engineering • Minimum of 5 years' experience in Roads and Stormwater Infrastructure Projects </td> <td> <p>Certified copy of qualification and detailed CV indicating years of experience are compulsory.</p> </td> </tr> <tr> <td> <p>Assistant Site Agent/Construction Manager</p> <ul style="list-style-type: none"> • Qualifications: Minimum National Diploma in Civil Engineering NQF level 6 or higher qualification in Civil Engineering • Minimum of 3 years' experience in Roads and Stormwater Infrastructure Projects </td> <td> <p>Certified copy of qualification and detailed CV indicating years of experience are compulsory.</p> </td> </tr> <tr> <td> <p>Minimum of 2 x Foreman</p> <ul style="list-style-type: none"> • Qualifications: Artisan qualification / certificate NQF level 3 or higher qualification in civil engineering works or equivalent. • Minimum 3 years relevant experience in Roads and Stormwater Infrastructure Projects </td> <td> <p>A detailed CV indicating experience in the position of Foreman on Roads and Stormwater Infrastructure projects</p> </td> </tr> </tbody> </table>	Mandatory criteria	Supporting evidence	<p>Contracts Manager</p> <ul style="list-style-type: none"> • Qualification: BSc or B Eng or B-Tech in Civil Engineering NQF level 7 • Professional registration with either (i) Engineering Council of South Africa (ECSA) as an Engineer OR Technologist OR (ii) Professional registration with the South African Council for the Project and Construction Management Professions (SACPCMP) as Construction Project Manager or Construction Manager and a • Minimum experience of 5 years' experience post registration <p>Note: Contracts Manager cannot be the Safety Officer and vice versa.</p>	<p>Certified copy of qualification, SACPCMP/ECSA registration and detailed CV indicating years of experience are compulsory</p>	<p>Site Agent/Construction Manager</p> <ul style="list-style-type: none"> • Qualifications: Minimum National Diploma in Civil Engineering NQF level 6 or higher qualification in Civil Engineering • Minimum of 5 years' experience in Roads and Stormwater Infrastructure Projects 	<p>Certified copy of qualification and detailed CV indicating years of experience are compulsory.</p>	<p>Assistant Site Agent/Construction Manager</p> <ul style="list-style-type: none"> • Qualifications: Minimum National Diploma in Civil Engineering NQF level 6 or higher qualification in Civil Engineering • Minimum of 3 years' experience in Roads and Stormwater Infrastructure Projects 	<p>Certified copy of qualification and detailed CV indicating years of experience are compulsory.</p>	<p>Minimum of 2 x Foreman</p> <ul style="list-style-type: none"> • Qualifications: Artisan qualification / certificate NQF level 3 or higher qualification in civil engineering works or equivalent. • Minimum 3 years relevant experience in Roads and Stormwater Infrastructure Projects 	<p>A detailed CV indicating experience in the position of Foreman on Roads and Stormwater Infrastructure projects</p>
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Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA																			
	<p>Minimum of 2 x Construction Health & Safety Officer (CHS)</p> <ul style="list-style-type: none"> • Qualification: Minimum of NQF level 5 in health and safety management or equivalent • Professional registration with the South African Council for the Project and Construction Management Professions (SACPCMP) as a Construction Health and Safety Officer (CHSO). • Minimum 3 years experience in the position of Construction Health and Safety Officer on Roads and Stormwater Infrastructure Projects 		<p>Certified copy of qualification, SACPCMP registration and detailed CV indicating years of experience are compulsory.</p>																	
	<p>STAGE 3: FUNCTIONALITY CRITERIA</p> <p>Only tenderers who obtain a minimum of 70 points in respect of the following criteria will be considered for the next stage of evaluation. Bidders that do not achieve a minimum 70 points out of 100 points will not be evaluated further.</p>																			
	<table border="1"> <thead> <tr> <th colspan="2" rowspan="2">Functionality and Quality Criteria – Tender Rating Matrix</th> <th>A</th> <th>B</th> <th>C</th> <th>C</th> </tr> <tr> <th>Tenderer rating</th> <th>Weighting</th> <th>Maximum score to be achieved</th> <th>Tenderer Score = (A x B)</th> </tr> </thead> <tbody> <tr> <td style="writing-mode: vertical-rl; transform: rotate(180deg);">Company work experience as per FORM RDD.3 Roads and Stormwater</td> <td>Tendering Firm's experience of successfully completing Roads and Stormwater Infrastructure project with a minimum length of roads and stormwater infrastructure of 5 km and a minimum project value of R60 m. (attach appointment letters and completion certificates as proof).</td> <td style="text-align: center;">5</td> <td style="text-align: center;">10</td> <td style="text-align: center;">50</td> <td></td> </tr> </tbody> </table>				Functionality and Quality Criteria – Tender Rating Matrix		A	B	C	C	Tenderer rating	Weighting	Maximum score to be achieved	Tenderer Score = (A x B)	Company work experience as per FORM RDD.3 Roads and Stormwater	Tendering Firm's experience of successfully completing Roads and Stormwater Infrastructure project with a minimum length of roads and stormwater infrastructure of 5 km and a minimum project value of R60 m. (attach appointment letters and completion certificates as proof).	5	10	50	
Functionality and Quality Criteria – Tender Rating Matrix		A	B	C			C													
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Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA				
	Failure to submit, will result in zero score allocated				
	Successfully completed 3 or more projects with a minimum length of roads and stormwater infrastructure of 5 km and a minimum project value of R60 m.				
	Successfully completed 2 projects with a minimum length of roads and stormwater infrastructure of 5 km and a minimum project value of R60 m.	4			
	Successfully completed 1 project with a minimum length of roads and stormwater infrastructure of 5 km and a minimum project value of R60 m.	3			
	TOTAL SCORE FOR TENDERER EXPERIENCE			50	
Functionality Criteria – Tender Rating Matrix		A	B	C	C
		Tenderer rating	Weighting	Maximum score to be achieved	Tenderer Score = (A x B)
Key Project Personnel as per Form RD.D.8 Contracts Manager	Contracts Manager		2	10	
	<ul style="list-style-type: none"> • Minimum experience of 5 years experience post registration. 				
	More than 5 years experience				
5 years experience		4			

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA						
	Key Project Personnel as per Form RD.D.8 Site Agent/Construction Manager	Site Agent / Construction Manager <ul style="list-style-type: none"> Minimum of 5 years' experience in Roads and Stormwater Infrastructure Projects 					
		More than 5 years experience	5	2	10		
		5 years experience	4				
	Key Project Personnel as per Form RD.D.8 Assistant Site Agent/Construction Manager	Assistant Site Agent/Construction Manager <ul style="list-style-type: none"> Minimum of 3 years' experience in Roads and Stormwater Infrastructure Projects 					
		More than 3 years experience	5	2	10		
		3 years experience	4				
	Functionality Criteria – Tender Rating Matrix		A	B	C	C	
	Key Project Personnel as per Form RD.D.8	Foreman 1 <ul style="list-style-type: none"> Minimum 3 years relevant experience in Roads and Stormwater Infrastructure Projects 	Tenderer rating	Weighting	Maximum score to be achieved	Tenderer Score = (A x B)	
				1	5		

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA					
		More than 3 years experience	5			
		3 years experience	4			
	Key Project Personnel as per Form RD.D.8 Foreman 2	Foreman 2				
		<ul style="list-style-type: none"> Minimum 3 years relevant experience in Roads and Stormwater Infrastructure Projects 			1	5
		More than 3 years experience	5			
		3 years experience	4			
	Functionality Criteria – Tender Rating Matrix					
			A	B	C	C
			Tenderer rating	Weighting	Maximum score to be achieved	Tenderer Score = (A x B)
	Key Project Personnel as per Form RD.D.8 Construction Health & Safety Officer (CHS) 1	Construction Health & Safety Officer (CHSO) 1				
<ul style="list-style-type: none"> Minimum 3 years experience in the position of Construction Health and Safety Officer on Roads and Stormwater Infrastructure Projects 			1	5		
More than 3 years experience		5				
	3 years experience	4				
Key Project Personnel as per Form RD.D.8 Construction	Construction Health & Safety Officer (CHSO) 2					
	<ul style="list-style-type: none"> Minimum 3 years experience in the position of Construction Health and Safety Officer 			1	5	

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA										
	on Roads and Stormwater Infrastructure Projects										
	More than 3 years experience	5									
	3 years experience	4									
	TOTAL SCORE FOR TENDERER EXPERIENCE			50							
	<p>STAGE 4: PREFERENCE 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 <p>10 points for Specific Goals (service provider to submit the certified copy of the specific goals). Refer to Table 1 below:</p>										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #cccccc;"> <th style="text-align: center;">Specific goals</th> <th style="text-align: center;">90/10 preference point system.</th> <th style="text-align: center;">Proof of specific goals to be submitted</th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;"> 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 </td> <td style="vertical-align: top;"> <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 </td> <td style="vertical-align: top;"> Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate. </td> </tr> </tbody> </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 • 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 	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 • 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 	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.									

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA		
	EME and/ or QSE	1 Point	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE Certificate
	At least 51% of Women-owned companies	1 Point	Certified copy of Identity Document/s 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 	2 Points	Municipal Account statement/Lease agreement.

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA			
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;"> <ul style="list-style-type: none"> • National </td> <td style="width: 33%; text-align: center;"> 1 Point 1 Point </td> <td style="width: 33%;"></td> </tr> </table>	<ul style="list-style-type: none"> • National 	1 Point 1 Point	
<ul style="list-style-type: none"> • National 	1 Point 1 Point			
<p>C.3.11.3 Functionality will be evaluated based on the tender's ability to prove with supporting documentation on experience and capacity to implement Roads and Stormwater or Stormwater Infrastructure projects</p>	<p>Method 2: Functionality In the case of functionality:</p> <ol style="list-style-type: none"> 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data. 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation. <p>Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in clauses C3.11.4</p>			
<p>C.3.11.4</p>	<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> $Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$ <p>Where</p> <p>Ps = Points scored for price of tender under consideration;</p> <p>Pt = Price of tender under consideration; and</p> <p>Pmin = Price of lowest acceptable tender.</p> <ul style="list-style-type: none"> • A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender. 			

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA
	<ul style="list-style-type: none"> • 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.
C 3.11.6 Scoring Functionality and Quality	<p>A minimum of 70 points out of 100 must be scored to move to the next evaluation level</p> <p>Points allocation Company experience – 50 points Key personnel experience – 50 points</p>
C.3.13 Acceptance of Tender Offer	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> a.) the tenderer has complied in full with all the eligibility criteria; b.) the tenderer is able to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18; c.) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; d.) 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; e.) the tenderer has not: <ol style="list-style-type: none"> i) abused the Employer’s Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. f.) 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; g.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer. h.) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
C 3.16 Registration of the award	<p>Add the following to the clause:</p> <p>Notice of non-acceptance of the tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Employer’ Agent.</p>
C 3.17	<p>One signed copy of the contract shall be provided by the Employer to the successful Tenderer.</p>

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA
Provide Copies of Contract	

T1.3 STANDARD CONDITIONS OF TENDER

TABLE OF CONTENTS

C.1	General.....	30
C.1.1	Actions	30
C.1.2	Tender Documents	30
C.1.3	Interpretation	30
C.1.4	Communication and Employer’s agent	31
C.1.5	Cancellation and re-invitation of tenders	31
C.1.6	Procurement procedures.....	31
C.1.6.1	General	31
C.1.6.2	Competitive negotiation procedure	31
C.1.6.3	Proposal procedure using the two stage-system	32
C.2	Tenderer’s obligations	32
C.2.1	Eligibility.....	32
C.2.2	Cost of tendering	33
C.2.3	Check documents.....	33
C.2.4	Confidentiality and copyright of documents	33
C.2.5	Reference documents.....	33
C.2.6	Acknowledge addenda	33
C.2.7	Clarification meeting	33
C.2.8	Seek clarification	34
C.2.9	Insurance.....	34
C.2.10	Pricing the tender offer	34
C.2.11	Alterations to documents.....	34
C.2.12	Alternative tender offers.....	34
C.2.13	Submitting a tender offer.....	35
C.2.14	Information and data to be completed in all respects	36
C.2.15	Closing time	36
C.2.16	Tender offer validity	36
C.2.17	Clarification of tender offer after submission	36
C.2.18	Provide other material	36
C.2.19	Inspections, test and analysis.....	37
C.2.20	Submit securities, bonds, policies, etc.....	37
C.2.21	Check final draft.....	37
C.2.22	Return of other tender documents.....	37
C.2.23	Certificates	37
C.3	The employer’s undertakings	37
C.3.1	Respond to requests from the tenderer	37
C.3.2	Issue addenda	38
C.3.3	Return late tender offers.....	38
C.3.4	Opening of tender submissions	38
C.3.5	Two-envelope system.....	38
C.3.6	Non-disclosure	39
C.3.7	Grounds for rejection and disqualification	39
C.3.8	Test for responsiveness	39
C.3.9	Arithmetical errors, omissions and discrepancies	39
C.3.10	Clarification of a tender offer	40
C.3.11	Evaluation of tender offers	40
C.3.11.1	General	41
C.3.12	Insurance provided by the employer	41
C.3.13	Acceptance of tender offer	42



Part T1: Tender Procedures

C.3.14 Prepare contract documents..... 42
C.3.15 Complete adjudicator’s contract..... 42
C.3.16 Notice to unsuccessful tenderers..... 42
C.3.17 Provide copies of the contracts..... 43
C.3.18 Provide written reasons for actions taken 43

Part T1: Tender Procedures

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;

Part T1: Tender Procedures

- 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, and
- 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

Part T1: Tender Procedures

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

Part T1: Tender Procedures

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

Part T1: Tender Procedures

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.

Part T1: Tender Procedures

- 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.

Part T1: Tender Procedures

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

Part T1: Tender Procedures

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

Part T1: Tender Procedures

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.

Part T1: Tender Procedures

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

Part T1: Tender Procedures

- 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

Part T1: Tender Procedures

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.

Part T1: Tender Procedures

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

PART T2: RETURNABLE DOCUMENTS

TABLE OF CONTENTS

T2.1	LIST OF RETURNABLE DOCUMENTS	2
T2.2	RETURNABLE SCHEDULES	5

Part T2: Returnable Documents

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 practices	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	

Part T2: Returnable Documents

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	
Proof of Registration with Engineering Council of South Africa (ECSA)	RD.C.11	
Proof of Registration with South African Council of Project And Construction Management Professions (SACPCMP)	RD.C.12	

RD.D OTHER DOCUMENTS REQUIRED FOR FUNTIONALITY EVALUATION PURPOSES AND 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	
Schedule of Tenderer's experience	RD.D.2	
Curriculum vitae of key personnel	RD.D.3	
Summary of Tenderer's Experience	RD.D.4	
Data provided by the contractor	Section C1.2	

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

Note: Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the tender offer

Part T2: Returnable Documents

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) Yes / No
Record of addenda to tender documents	RD.E.1	
Form of Offer	Section C1.1	
Contract Data (Data provided by the contractor)	Section C1.2	
Pricing schedule	Section C2.2	

T2.2 RETURNABLE SCHEDULES

TABLE OF CONTENTS

FORM RD.A.1	COMPULSORY ENTERPRISE QUESTIONNAIRE.....	6
FORM RD.A.2	MBD 4: DECLARATION OF INTEREST	7
FORM RD.A.3	MBD 8: DECLARATION OF TENDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTISES	10
FORM RD.A.4	MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION	12
	CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	13
FORM RD.A.5	CERTIFICATE OF AUTHORITY OF SIGNATORY	15
FORM RD.A.6	CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA.....	17
FORM RD.B.1	VALID B-BBEE STATUS LEVEL OF CONTRIBUTOR CERTIFICATE	18
FORM RD.B.2	MDB 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	19
FORM RD.B.3	B-BBEE EXEMPTED MICRO ENTERPRISE – SWORN AFFIDAVIT	25
FORM RD.B.4	PROMOTION OF LOCAL ENTERPRISES.....	26
FORM RD.B.5	AT LEAST 51% WOMEN OWNED COMPANIES AND AT LEAST 51% OWNED COMPANIES BY YOUTH.....	28
FORM RD.B.6	AT LEAST 51% OWNED COMPANIES BY PEOPLE WITH DISABILITY.....	29
FORM RD.C.1	PROOF OF REGISTRATION ON CSD WITH NATIONAL TREASURY	29
FORM RD.C.2	MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION.....	30
FORM RD.C.3	PROOF OF REGISTRATION WITH THE CIDB	31
FORM RD.C.4	COMPLIANCE WITH OHSWA (ACT 85 OF 1993).....	32
FORM RD.C.5	RECORD OF SERVICES PROVIDED TO ORGANS OF STATE	33
FORM RD.C.6	SCHEDULE OF PLANT AND EQUIPMENT.....	34
FORM RD.C.8	STATUS OF CONCERN SUBMITTING TENDER	36
FORM RD.C.9	CLASSIFICATION OF BUSINESS	38
	SCHEDULE OF SECTORS.....	39
FORM RD.C.10	LETTER OF INTENT TO PROVIDE A PERFORMANCE BOND	40
FORM RD.C.11	PROOF OF REGISTRATION IN TERMS OF THE ENGINEERING PROFESSIONS ACT, 2000.....	402
FORM RD.C.12	SOUTH AFRICAN COUNCIL OF PROJECT AND CONSTRUCTION MANAGEMENT PROFESSIONS ...	403
FORM RD.D.1	RECORD OF ADDENDA TO TENDER DOCUMENTS.....	43
FORM RD.D.2	SCHEDULE OF TENDERERS EXPERIENCE.....	435
FORM RD.D.3	CURRICULUM VITAE OF KEY PERSONNEL	46
FORM RD.D.4	SUMMARY OF TENDERER’S EXPERIENCE SCORE.....	48

Part T2: Returnable Documents

FORM RD.A.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of Enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD number:

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

Name*	Identity Number*	Personal Income Tax Number*

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

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

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

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

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

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

Signed:		Date:	
Name:		Position	
<i>Enterprise Name:</i>			

Part T2: Returnable Documents

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.

Part T2: Returnable Documents

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 _____

Part T2: Returnable Documents

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) If so, furnish particulars:	YES	NO
4.2	Is the tenderer or any of it's directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)? (The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.) If so, furnish particulars:	YES	NO
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? If so, furnish particulars:	YES	NO

Part T2: Returnable Documents

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: _____

Part T2: Returnable Documents

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.

Part T2: Returnable Documents

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

HS 05-2025/26: Tender for The Appointment of a Contractor for the Construction of Roads and Stormwater Infrastructure in Soshanguve Extension 05, 12 and 13 over a period of 36 months.

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 of services will be rendered (market allocation);
 - c. Methods, factors or formulas used to calculate prices;
 - d. The intention or decision to submit or not to submit, a 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.

Part T2: Returnable Documents

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: _____

Part T2: Returnable Documents

FORM RD.A.5 CERTIFICATE OF AUTHORITY OF SIGNATORY

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

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

Held at: _____ (place)

On: _____ (date)

RESOLVED that:

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

Tender Number:	HS 05-2025/26:
Tender Description:	Tender for The Appointment of a Contractor for the Construction of Roads and Stormwater Infrastructure in Soshanguve Extension 05, 12 and 13 over a period of 36 months.

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

and who will sign as follow:

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

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

NAME	CAPACITY	SIGNATURE

<p>Note:</p> <ol style="list-style-type: none"> *Delete which is not applicable. IMPORTANT: This resolution <u>must</u> be signed by all the directors/members/ partners of the tendering enterprise. 	<p>Enterprise stamp</p>
--	-------------------------



Part T2: Returnable Documents

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

Part T2: Returnable Documents

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.

Part T2: Returnable Documents

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.

Part T2: Returnable Documents

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 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
 - a) The applicable preference point system for this tender is the 90/10 preference point system.
 - b) The 90/10 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 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.

The maximum points for this tender are allocated as follows:

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

- 1.4 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.
- 1.5 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

Part T2: Returnable Documents

- 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

$$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

Part T2: Returnable Documents

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
BB-BEE score of companies		
Level 1	4 Points	
Level 2	3.5 Points	
Level 3	3 Points	
Level 4	2.5 Points	
Level 5	2 Points	
Level 6	1.5 Points	
Level 7	1 Point	
Level 8	0.5 Points	
Non-compliant	0 Points	
EME and/or QSE	1 Point	
At least 51% Women owned companies	1 Point	
At least 51% owned companies by People with disability	1 Point	
At least 51% owned companies by Youth	1 Point	
Local Economic Participation		
City of Tshwane Participants	2 Point	
Gauteng Participants	1 Point	
National Participants	1 Point	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;

Part T2: Returnable Documents

- (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)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

Part T2: Returnable Documents

DECLARATION WITH REGARD TO COMPANY/FIRM

4.6. Name of company/firm.....

4.7. Company registration number:

4.8. 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]

4.9. 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:

- v) The information furnished is true and correct;
- vi) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- vii) 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;
- viii) 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.

Part T2: Returnable Documents

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 T2: Returnable Documents

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:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- 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)	

- The entity is an empowering supplier in terms of the dti Codes of Good Practice
- 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.
- The sworn affidavit will be valid for a period of 12 (twelve) month from the date signed by the commissioner.

Deponent Signature:	Date:

Part T2: Returnable Documents

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:	_____

Part T2: Returnable Documents

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 2)	Certified copy of Identity Document/s that proof that company is 51% owned by Women
Good (score 2)	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)

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

Part T2: Returnable Documents

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 2)	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: _____

Part T2: Returnable Documents

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.

Part T2: Returnable Documents

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: _____

Part T2: Returnable Documents

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: _____

Part T2: Returnable Documents

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

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

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

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

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

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

(Attach additional pages if more space is required.)

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

Part T2: Returnable Documents

The undersigned, who warrants that he / she is duly authorised to do so on behalf o

f the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

Part T2: Returnable Documents

FORM RD.C.8 STATUS OF CONCERN SUBMITTING TENDER

1. General

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

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

(Mark the appropriate option)

2. Information to be provided

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

Part T2: Returnable Documents

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

Note:

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

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

Yes

No

(Make an X in the appropriate space)

REGISTRATION NO: _____

Part T2: Returnable Documents

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.

Part T2: Returnable Documents

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

Part T2: Returnable Documents

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:

Part T2: Returnable Documents

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: _____

Part T2: Returnable Documents

FORM RD.D.2 SCHEDULE OF TENDERERS EXPERIENCE

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture consortium, in similar projects shall be evaluated. Proof of experience (Appointment letters and Completion certificates **as per CIDB requirements for completion certificates**) will influence the scoring on listed projects.

NOTE: The General Conditions of Contract prohibit the sub-contracting of the whole of the Contract.

The scoring of the Tenderer’s experience shall be for a similar project (Roads and Stormwater or Stormwater Infrastructure Projects) as follows:

Previous Project Description:

- A maximum of 50 points will be allocated for similar projects.
- A similar project is a Roads and stormwater infrastructure project with a minimum length of roads and stormwater infrastructure of 5 km and a minimum project value of R60 m.
- Tenderer to have successfully completed at least one Roads and stormwater infrastructure project with a minimum length of roads and stormwater infrastructure of 5 km and a minimum project value of R60 m.
- (Attach Appointment letters and Completion certificates as per CIDB requirements for completion certificates as proof).

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

	Employer, contact person and telephone number (Project will be rejected without current accurate contact data)	Description of contract – of similar nature for each project (points to be allocated for each project of similar nature and scope ref C3.11)	Date completed	Points / contract To be completed by Evaluator
1	Employer: _____ Contact Person: _____ Tel: _____			
2	Employer: _____ Contact Person: _____ Tel: _____			
3	Employer: _____ Contact Person: _____ Tel: _____			
4	Employer: _____ Contact Person: _____ Tel: _____			

Part T2: Returnable Documents

	Employer, contact person and telephone number (Project will be rejected without current accurate contact data)	Description of contract – of similar nature for each project (points to be allocated for each project of similar nature and scope ref C3.11)	Date completed	Points / contract To be completed by Evaluator
5	Employer: <hr/> Contact Person: <hr/> Tel: <hr/>			
MAXIMUM TOTAL POINTS TENDERERS TOTAL			(50)	

Part T2: Returnable Documents

FORM RD.D.4 SUMMARY OF TENDERER'S EXPERIENCE SCORE

CRITERIA	REFERENCE	MAX POINTS	TENDERER'S SCORE
Tenderers Experience			
Schedule of Tenderer's Experience	RD.D.3	50	
Total		50	
Key Personnel			
Contracts Manager	RD.D.8	10	
Site Agent / Construction Manager	RD.D.8	10	
Assistant Site Agent / Construction Manager	RD.D.8	10	
Foreman 1	RD.D.8	5	
Foreman 2	RD.D.8	5	
Occupational Health and Safety Officer 1	RD.D.8	5	
Occupational Health and Safety Officer 2	RD.D.8	5	
Total		50	
GRAND TOTAL		100	
Minimum Points		70	

A minimum of **70 points** will be required to remain in the tender process.

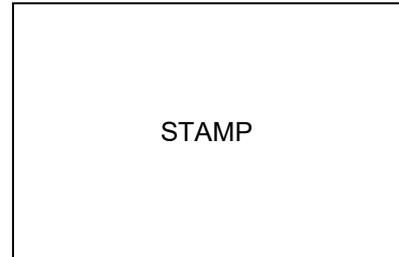
PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

CONTENTS

C1.1	FORM OF OFFER AND ACCEPTANCE	2
C1.2.	CONTRACT DATA.....	8
C1.3	FORM OF GUARANTEE	28
C1.4:	HEALTH AND SAFETY AGREEMENT	31
C1.5:	ADJUDICATOR'S AGREEMENT.....	33

C1.1 FORM OF OFFER AND ACCEPTANCE



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

CONTRACT HS 05-2025/26 - TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF ROADS AND STORMWATER INFRASTRUCTURE IN SOSHANGUVE EXTENSION FIVE (05), TWELVE (12) AND THIRTEEN (13) OVER A PERIOD OF 36 MONTHS.

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

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

THE OFFERED TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX IS

R

(in figures)

(in words)

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

Part C1.1: Agreements and Contract Data

NAME(s): (BLOCK LETTERS)

CAPACITY of authorized agents:

SIGNATURE(s) of authorized agents:

SIGNED at on this day of

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

1.

2.

Part C1.1: Agreements and Contract Data

ACCEPTANCE

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

The terms of the contract, are contained in

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

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

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

The Tenderer shall within two weeks after receiving a letter of acceptance, contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement. Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties¹.

Part C1.1: Agreements and Contract Data

¹ As an alternative, the following wording may be used:

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

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

SCHEDULE OF DEVIATIONS

Notes:

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

4.1	Subject	.....
	Details	.....
4.2	Subject	.....
	Details	.....
4.3	Subject	.....
	Details	.....
4.4	Subject	.....
	Details	.....
4.5	Subject	.....
	Details	.....

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

Part C1.1: Agreements and Contract Data

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

FOR AND ON BEHALF OF THE TENDERER:

NAME(s): (in block letters)

CAPACITY of authorized agents:

SIGNATURE(s) of authorized agents:

SIGNED at on this day of

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

1.

2.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME(s): (in block letters)

CAPACITY of authorized agents:

SIGNATURE(s) of authorized agents:

SIGNED at on this day of

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

1.

2.

C1.2 CONTRACT DATA

TABLE OF CONTENTS

C1.2.1	GENERAL CONDITIONS OF CONTRACT.....	9
C1.2.2	VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT.....	10
C1.2.3	DATA PROVIDED BY THE EMPLOYER.....	23
C1.2.4	DATA PROVIDED BY THE CONTRACTOR.....	27

C.1.2.1 GENERAL CONDITIONS OF CONTRACT

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

Should there be any contradicting conditions/statements between these Conditions of Contract and any other part of the tender documents/specifications, the Employer's Agent will give clarity on which version applies to this contract. For pricing purposes, the Contractor must take the least favourable meaning into consideration when tendering, no claims will be considered attributable to the contradicting conditions/statements.

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

C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT

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

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
1.1	<p>Add the following definitions:</p> <p><i>1.1.1.13 The Defects Liability Period is 365 Days (12 months) from the date of the Completion Certificate</i></p> <p><i>1.1.1.14.1 The starting/ commencement date is the date of the site handover. The contractor is to submit documents listed under clause 5.3.1 herein prior to commencement.</i></p> <p><i>1.1.1.14.2 The time for achieving Practical Completion is 36 months from date of commencement.</i></p> <p><i>1.1.1.15 The name of the Employer is:</i></p> <p style="padding-left: 40px;"><i>City of Tshwane, represented by the Group Head Human Settlements Department, and / or any other person or persons duly authorised thereto by the Employer in writing.</i></p> <p><i>1.1.1.16 The name of the Employer's Agent is:</i></p> <p style="padding-left: 40px;"><i>Batatise Consulting Engineers (Pty) Ltd, acting through a principal or an official authorised thereto in writing. The principal representing the Employer's Agent is Mr Tendai Nezandonyi.</i></p> <p><i>1.1.1.16.1 The name of the OHS / CHS's Agent is:</i></p> <p style="padding-left: 40px;"><i>Bašumi Engineering and SHEQ Solutions Ltd, acting through a OHS / CHS Agent official authorised thereto in writing. The CHS representing the Employer's Agent Ralema Consulting Engineer (Pty) Ltd is Mr. Modibe Ramodibe.</i></p> <p><i>1.1.1.26 The pricing strategy of a re-measurement Contract shall apply</i></p>
1.2.1	<p>Add the following to the clause:</p> <p><i>1.2.1.2 The address of the Employer is:</i></p> <p style="padding-left: 40px;"><i>Postal address: P O Box 440 PRETORIA 0001</i></p> <p style="padding-left: 40px;"><i>Details of the Project Manager:</i></p> <p style="padding-left: 40px;"><i>Physical address: Human Settlements Department 1st floor Tshwane House 320 Madiba Street</i></p>

Part C1: Agreement and Contract Data

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p>Pretoria 0002</p> <p>Contact numbers: Telephone: 012 358 1686 e-mail address: NyikiwaR@tshwane.gov.za</p>
	<ul style="list-style-type: none"> • The Employer has authorised the Group Head to act on his behalf in respect of this Contract, save for such duties or functions: • which other holders of office ex officio execute on behalf of the Employer; or • for which the Group Head has no authority and the Employer's approval is required before execution thereof. • The Group Head is: Nonto Memela Human Settlements Department
3.2.3	<p>The Employer's Agent is required in terms of his appointment by the Employer to obtain the specific approval of the Employer for any variations to the Scope of Work which may increase the contract sum.</p>
4.3	<p>Add the following new sub-clause:</p> <p>4.3.3 Wages and conditions of work:</p> <ul style="list-style-type: none"> i. For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectoral Determination: Civil Engineering Sector published from time to time. ii. Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers. <p>Add the following new sub-clause:</p> <p>4.3.4 Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37(2) of the Act. The Contractor shall sign the Occupational Health and Safety Agreement for Contract Work in the City of Tshwane Metropolitan Municipality included in section C1.5.</p> <p>Add the following new sub-clause:</p>

Part C1: Agreement and Contract Data

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p>4.3.4 <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>5.3.1</p>	<p><i>The documentation required before commencement with Works execution are:</i></p> <ul style="list-style-type: none"> • <i>A signed copy of the Form of Offer and Acceptance between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the contract.</i> • <i>A permit or notification of construction works in terms of Regulations 3(1) and (2) of the Construction Regulations 2014.</i> • <i>Health and Safety Plan (Refer to Clause 4.3) approved by Safety Agent, Safety File approved by Safety Agent and/or City of Tshwane OHS Agent/Representative.</i> • <i>A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3) use latest 2014.</i> • <i>Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 (Refer to Clause 4.3).</i> • <i>Initial programme (Refer to Clause 5.6)</i> • <i>Security (Refer to Clause 6.2)</i> • <i>Insurance (Refer to Clause 8.6)</i> • <i>Initial Cashflow Projections for the approval by Engineer</i> <p><i>Additional documentation required before commencement with Works execution are:</i></p> <ul style="list-style-type: none"> • <i>Quality Control Site Books, such as Site Diary, Compaction Control Tests, Levels, Concrete Tests, Site Instructions, Plant and Equipment, Labour for approval by Employer's Agent / Representative and acknowledgement to adhere to Engineer's QMS</i> • <i>Construction Method Statements</i> • <i>Staff CVs for approval by Employer and Employer's Agent as per contract specification (Part T1.2-Tender Data, Clause C2.1)</i> • <i>SMME Management and Monitoring plan for City of Tshwane approval. The SMME Management Plan shall entail breakdown of the scope of works to be executed by local SMMEs, SMME selection approach, management and skills transfer approach, number of local SMMEs to be engaged on the project</i>
<p>5.3.2</p>	<p><i>The time to submit the documentation required before commencement with Works execution is 21 days.</i></p>
<p>5.5.1</p>	<p><i>The estimated construction period is 36 months from date of commencement based on the engineer's estimates.</i></p>
<p>5.8.1</p>	<p><i>The non-working days are Sundays.</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>The special non-working Days are:</i></p> <p style="text-align: center;"><i>Statutory public holidays; and</i></p> <p style="text-align: center;"><i>All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors, and which commence before the Completion Date.</i></p>
5.12	<p>Add the following new sub-clause</p> <p>5.12.5 <i>Critical path provision</i></p> <p><i>A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Engineer rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.</i></p> <hr/> <p>Add the following new sub-clause</p> <p>5.12.6 <i>Extension of time due to abnormal rainfall</i></p> <p><i>Extension of time due to abnormal rainfall shall be determined by means of Method 1, if rainfall records and/or values derived from rainfall records are supplied in the Scope of Work, otherwise Method 2 shall apply.</i></p> <p><u><i>Method 1: Rainfall formula method</i></u></p> <p><i>The rainfall records and/or values derived from rainfall records from a suitable rainfall station near the Site, which are supplied in the Project Specifications, shall be considered suitable for the determination of extension of time due to abnormal rainfall in accordance with this method.</i></p> <p><i>Extension of time arising from abnormal rainfall, shall be calculated separately for each calendar month or part thereof for the full period of completion of the Contract, including any extension thereof, in accordance with the rainfall formula given below:</i></p> $V = (N_w - N_n) + \frac{(R_w - R_n)}{X}$ <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>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p> V = Extension of time in calendar days in respect of the calendar month under consideration N_w = Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded. R_w = Actual rainfall in mm for the calendar month under consideration. 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. 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. X = 20 unless otherwise provided in the Project Specifications Y = 10 unless otherwise provided in the Project Specifications </p> <p> The total extension of time shall be the algebraic sum of the monthly totals for the period under consideration. However, if the grand total is negative the time for completion shall not be reduced on account of abnormal rainfall. Extension of time for parts of a month shall be calculated by pro rata values of N_n and R_n being used. </p> <p> 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. </p> <p> 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. </p> <p> 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. </p> <p> 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. </p> <p> <u>Method 2: Expected delay method</u> </p> <p> 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. </p> <p> 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. </p> <p> 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. </p>

Part C1: Agreement and Contract Data

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<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>
5.13.1	<p><i>The penalty for failing to complete the Works is R 10 000.00 per day.</i></p>
5.16.3	<p><i>The latent defect period is 5 years, commencing on the day after the date of certification of Final Completion</i></p>
6.1	<p>Add the following new sub-clause:</p> <p>6.1.2 <i>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way of his obligations either in contract or in delict.</i></p> <p>Add the following new sub-clause</p> <p>6.1.3 <i>The Contractor shall be paid at Pretoria in the currency of the Republic of South Africa only at the Office of the Chief Financial Officer of the CITY OF TSHWANE, unless otherwise stated in the Data provided by Employer.</i></p>
6.2.1	<p><i>The form of Security for this Contract will be a Performance Guarantee.</i></p> <p><i>This Performance Guarantee is to be 10% of the Contract Value.</i></p>
6.5.1.2.3	<p><i>The percentage allowance to cover overhead charges is a 10% (maximum).</i></p>
6.8.2	<p><i>The values of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</i></p> <p><i>The values of the coefficients are:</i> <i>a = 0.20</i> <i>b = 0.30</i> <i>c = 0.25</i> <i>d = 0.25</i></p> <p><i>The site or largest part thereof shall be deemed to be located in the national province of Gauteng</i></p> <p><i>The applicable industry for the Producer Price index for materials is Building and Construction Civil Engineering.</i></p> <p><i>The area for the Producer Price Index for fuel is Witwatersrand.</i> <i>The base month is the month before the month in which the tenders close.</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION				
6.10.1.5	<i>The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of ownership is required.</i>				
6.10.3	<i>The percentage retention money is 10 % of the Certificate Value.</i>				
6.10.3	<i>The limit of retention money is 5% of the Contract Sum.</i>				
8.6	<p>8.6.1 For contracts above R50 million, the contractor is to choose between the following options and submit proof of the documentation requested:</p> <table border="1" data-bbox="466 707 1450 2092"> <thead> <tr> <th data-bbox="466 707 979 741">OPTION A</th> <th data-bbox="979 707 1450 741">OPTION B</th> </tr> </thead> <tbody> <tr> <td data-bbox="466 741 979 2092"> <p><u>The Contractor's own Public Liability Insurance Policy and/or Contractors All Risk Policy only applicable for Service Contracts</u></p> <p>Contractor to insure the following:</p> <ul style="list-style-type: none"> a) All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof. b) Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R5-million per claim with the number of claims unlimited. c) SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof. d) In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Sub-contractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Sub-contractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles. e) Proof must also be submitted that </td> <td data-bbox="979 741 1450 2092"> <p><u>The City of Tshwane's Public Liability for Contractors Policy or Principal Controlled Contractors All Risk Policy for all contracts including Service Contracts</u></p> <p>The City of Tshwane to only insure the works by the Contractor.</p> <p>The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurance policies in the name of the Contractor (including all Subcontractors whether nominated or otherwise) at an insurance company within 21 (twenty-one) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Project Manager 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</p> <p>Contractor to insure the following:</p> <ul style="list-style-type: none"> a) All Risk Insurance cover with regard to all Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof. b) Motor Vehicle and Passenger Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the 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Part C1: Agreement and Contract Data

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p>the Contractor complies with the conditions of the following legislation:</p> <ol style="list-style-type: none"> 1. Compensation for Occupational Injuries and diseases, 1993. 2. Unemployment Insurance Act, 1996. 3. The Contractor shall in respect of the Site of the contract works appoint in writing a competent person to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended. <p>f) Public Liability insurance cover in the name of the contractor. The minimum limit of indemnity for any one event is R5- million and the number of claims will be unlimited.</p> <p>g) The insurance period must be specified in the Insurance Policy.</p> <p>h) The rights and interests of the City of Tshwane must be noted in the Insurance Policy in the form of an endorsement.</p> <p>amount of at least R10-million per claim with the number of claims unlimited.</p> <p>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.</p> <p>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.</p> <p>e) Without limiting the Contractor's obligation in terms of the Contract, the Contractor will effect and maintain for the duration of the contract period until the issuing of the Defects Certificate or the end of the Maintenance Period insurance against all accidents or misfortunes including accidental loss of or damage to tangible property (except the Works, Plant and Materials and Equipment) and liability for accidental death of or bodily injury to or illness or disease contracted by any person (not an employee of the Contractor) 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 at any insurance company or under the policy effected by the Employer within 30 (thirty) days before the inception of the contract. The minimum limit of indemnity for any one event is R5-million and the number of claims will be unlimited.</p> <p>f) Proof must also be submitted that the Contractor complies with the conditions of the following legislation:</p> <ol style="list-style-type: none"> 1. Compensation for Occupational Injuries and diseases, 1993.

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p>2. Unemployment Insurance Act, 1996.</p> <p>3. The Contractor shall in respect of the Site of the contract works appoint in writing a competent person to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended.</p>
	<p>8.6.1.2 <i>The Employer's insurer will indemnify the Contractor against all sums for which the Contractor shall become legally liable towards third party claimants to pay for and in consequence of:</i></p> <p><i>a) Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Sub-contractor);</i></p> <p><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> <p>8.6.2 <i>Insurance Premium payable</i> <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> <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 1 of this Clause.</i></p> <p>8.6.4 <i>Additional insurance by Contractor/Sub-contractor</i> <i>The Contractor and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the Contractor/Sub-contractor deem necessary to cover damage, loss or injury not insured in terms of the insurance effected by the Employer's insurer. The cost of the additional insurance will be for the account of the Contractor/Sub-contractor.</i></p> <p>8.6.5 <i>Contractor satisfied with insurance</i> <i>The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover effected by the Employer.</i></p> <p>8.6.6 <i>Contractor to observe conditions</i> <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> <i>The Contractor must obtain for the duration of the contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurance policies at an insurance company within 21 (twenty-one) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Project Manager, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p>a) <i>All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i></p> <p>b) <i>Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R10-million per claim with the number of claims unlimited.</i></p> <p>c) <i>SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i></p> <p>d) <i>In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Subcontractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles.</i></p> <p>e) <i>Proof must also be submitted that the Contractor complies with the conditions of the following legislation:</i></p> <p style="padding-left: 20px;">i. <i>Compensation for Occupational Injuries and diseases, 1993.</i></p> <p style="padding-left: 20px;">ii. <i>Unemployment Insurance Act, 1996.</i></p> <p style="padding-left: 20px;">iii. <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> <p>f) <i>The Project Manager involved must furnish the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management.</i></p> <p>g) <i>In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Project Manager of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.</i></p> <p>h) <i>The Project Manager will be responsible too complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident, but the Project Manager must take note the Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting.</i></p> <p>i) <i>The following documentation must be included with the claim documentation:</i></p> <p style="padding-left: 20px;">a. <i>Photos of damages caused or suffered as proof or substantiation of the claims.</i></p> <p>j) <i>In the event of Insured Property being damaged during the Contract Works beyond economical repair, the property must be safeguarded and be handed over to the Employer's insurer for salvage.</i></p> <p>k) <i>The Section: Insurance and Risk Management will inform the Employer's insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer, the Project Manager, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</i></p> <p>8.6.8 <i>Reporting of catastrophic incidents</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<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 Project Manager will adhere to the following procedures:</i></p> <ul style="list-style-type: none"> a) <i>In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Project Manager of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.</i> b) <i>The Project Manager must notify the Section: Insurance and Risk Management on the same day that the Contractor has notified the Project Manager of the incident.</i> c) <i>The Section: Insurance and Risk Management will notify the Employer's insurer of the incident. The Contractor shall afford all reasonable access to the Site to the Employer, the Project Manager, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage</i> d) <i>The Project Manager will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Group Head motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.</i> <p>8.6.9 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>8.6.10 Claim documentation</p> <p><i>The Project Manager must obtain all relevant information from the 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 Project Manager 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, mis-description 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>8.6.11 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 Group Head must provide an authorization letter to the Section: Insurance and Risk</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>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>8.6.18 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>8.6.13 Settlement of claims</p> <p><i>All incidents reported to the Section: Insurance and Risk Management in respect of an occurrence, which is likely to give rise to a claim will be forwarded to the Employer's insurer who will take the necessary actions for the settlement of any such claims.</i></p> <p><i>The Contractor shall negotiate for the settlement of claims with the Employer or the Employer's insurer through the Section: Insurance and Risk Management. The Employer's Chief Financial Officer will authorize all settlements of claims. Should action for the settlement of any such claim to the satisfaction of the Project Manager not be taken by the Contractor within 30 (thirty) days after receipt of such claim by the 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.</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> <p><i>Add the following Clause:</i></p> <p>Pricing of Standing Time</p> <p><i>The Contractor shall price the standing time items included in the Pricing Data and set out all labour and equipment he proposes to use in the execution of the Contract and their respective daily rates in a Schedule attached to the Bill of Quantity of this tender.</i></p> <p><i>These rates shall only be subject to escalation if the Contract is subject to escalation, failing which they will be fixed for the duration of the Contract including any extension of time that may be granted in accordance with the provisions of the Contract.</i></p> <p>Contractor's Plant:</p> <p><i>The standing time rates shall be the total cost to the Employer in respect of any standing time incurred by the Contractor and shall include for all Contractor's profits, overheads, transport to site, establishment on site, removal from site, supervision, hire rates, fuel, oil, maintenance and servicing, associated items such as slings, jackets, etc. test certificates, operator costs (including overtime and</i></p>

Part C1: Agreement and Contract Data

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>Sunday time), accommodation, travelling, subsistence and other costs relative to the employment by the Contractor of the personnel.</i></p> <p><i>Contractor's Labour:</i></p> <p><i>The standing time rates shall be the total cost to the Employer in respect of standing time of labour and shall include for all Contractor's profits, overheads, establishments, supervision, wages, accommodation, travelling, subsistence and other costs relative to the employment by the Contractor of the categories of labour detailed, and for hand and small tools such as cutting and welding torches, angles grinders, drilling machines, etc. and consumables normal to the trade or labour category.</i></p>
11.2	<p><i>Where the Contractor has not inserted rates for specific labour or plant, that could have reasonably have been foreseen at tender stage, the Employer's Agent – in agreement with the employer shall have the sole discretion, in the event of such foreseeable labour and plant becoming necessary, to set a rate that is in his opinion the most appropriate for such labour or tradesmen.</i></p> <p><i>No additional Preliminary and General costs shall be paid for standing time as these costs shall be deemed to be covered for in the rates and prices for Preliminary and General items. If the contract duration is extended, then the Preliminary and General charges shall be adjusted accordingly as stated in the General Condition of Contract only if the motivation is recommended by the engineer and approved by the client.</i></p>
11.3	<p><i>The payment of any standing time by the Employer shall be subject to the Contractor demonstrating that it has a valid claim in terms of Clause 10.1 of the GCC.</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 .1	Start/ commencement date	The starting/commencement date is the date of the site handover.	
1.1.1.14 .2	The time for achieving Practical Completion is:	The practical completion will be achieved 36 months from the commencement date.	
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:	Human Settlements Division 1st floor Tshwane House 320 Madiba Street Pretoria 0002
		Postal Address:	P O Box 440 PRETORIA 0001
		E-Mail Address:	NyikiwaR@tshwane.gov.za
1.1.1.16	The name of the Employer's Agent is:	Batatise Consulting Engineers	
1.2.1.2	The address of the Employer's Agent is:	Physical Address:	Stoney Ridge Office Park, Unit 8 First Floor Cnr Witkoppen and Waterford Road Kleve Hill Park Paulshof, Sandton, 2151
		Postal Address:	Stoney Ridge Office Park, Unit 8 First Floor Cnr Witkoppen and Waterford Road Kleve Hill Park Paulshof, Sandton, 2151
		E-Mail Address:	tendai@batatiseconsulting.com
	The name of the CHS Agent is:	Bašumi Engineering and SHEQ Solutions	
	The address of the CHS Agent is:	Physical Address:	86 Oakwood Close Silverwoods, 0054
		Postal Address:	86 Oakwood Close Silverwoods, 0054
		E-Mail Address:	basumisafety@gmail.com

Part C1: Agreement and Contract Data

3.2		<ul style="list-style-type: none"> • The Employer’s Agent is required to obtain approval of the Employer: <ul style="list-style-type: none"> ▪ for expenditure on the Contract to exceed the Contract Price; ▪ prior to the execution of any of the following duties of functions: <table border="1" data-bbox="678 454 1452 1688"> <thead> <tr> <th>CLAUSE</th> <th>DUTY/FUNCTION</th> </tr> </thead> <tbody> <tr> <td>3.2.4</td> <td>Authorization to Employer’s Agent Representative or any other person</td> </tr> <tr> <td>3.3.1</td> <td>Nomination of person as Employer’s Agent Representative</td> </tr> <tr> <td>4.10.1</td> <td>Approval to use the Site for any other purpose such as housing</td> </tr> <tr> <td>5.3.1</td> <td>Delivery of the written notice to commence the execution of the works</td> </tr> <tr> <td>5.6.3</td> <td>Approval of programme of construction</td> </tr> <tr> <td>5.7.2</td> <td>Permission to carry out work by day and by night</td> </tr> <tr> <td>5.8.1.1</td> <td>Approval to work on special non-working days and between sunset and sunrise</td> </tr> <tr> <td>5.9.7</td> <td>Approval of Contractor’s designs</td> </tr> <tr> <td>5.11</td> <td>Suspension of progress of the Works</td> </tr> <tr> <td>5.13.2</td> <td>Reduction of penalty for delay</td> </tr> <tr> <td>5.14.2</td> <td>The issue of a Certificate of Practical Completion</td> </tr> <tr> <td>5.14.4</td> <td>The issue of a Certificate of Completion</td> </tr> <tr> <td>5.16.1</td> <td>The issue of a Final Approval Certificate</td> </tr> <tr> <td>6.3.1</td> <td>Variation Orders in respect of variations which are not small</td> </tr> <tr> <td>6.6</td> <td>Instruction to expend on Provisional and Prime Cost Sums</td> </tr> <tr> <td>6.11</td> <td>Adjustment of Preliminary and General allowances</td> </tr> <tr> <td>7.8.1</td> <td>Order to execute work of repair, etc, during the Defects Liability Period</td> </tr> <tr> <td>7.8.2</td> <td>Determination of value of repair work</td> </tr> <tr> <td>8.2.2.2</td> <td>Order to repair and make good damage arising from any excepted risk</td> </tr> </tbody> </table>	CLAUSE	DUTY/FUNCTION	3.2.4	Authorization to Employer’s Agent Representative or any other person	3.3.1	Nomination of person as Employer’s Agent Representative	4.10.1	Approval to use the Site for any other purpose such as housing	5.3.1	Delivery of the written notice to commence the execution of the works	5.6.3	Approval of programme of construction	5.7.2	Permission to carry out work by day and by night	5.8.1.1	Approval to work on special non-working days and between sunset and sunrise	5.9.7	Approval of Contractor’s designs	5.11	Suspension of progress of the Works	5.13.2	Reduction of penalty for delay	5.14.2	The issue of a Certificate of Practical Completion	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
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5.16.3	The latent defect period is:	5 years, commencing on the day after the date of certification of Final Completion																																								
6.2.1	Type of security for due performance:	<ul style="list-style-type: none"> • Guarantee from approved financial institution or cash deposit. • The Form of Guarantee is to contain the wording of the pro forma document included as C1.3 contained herein. 																																								
	Liability of performance guarantee	The liability of the guarantee shall be 10% of the contract value																																								
6.2.2	Retention money guarantee	N/A																																								

Part C1: Agreement and Contract Data

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 Civil Engineering – total, under Civil engineering material price indices 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" data-bbox="719 842 1433 1137"> <thead> <tr> <th>Coefficient</th> <th>Description</th> <th>Value</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>Portion not subject to adjustment</td> <td>0.10</td> </tr> <tr> <td>A</td> <td>Labour</td> <td>0.20</td> </tr> <tr> <td>B</td> <td>Civil Engineering Plant</td> <td>0.30</td> </tr> <tr> <td>C</td> <td>Materials</td> <td>0.25</td> </tr> <tr> <td>D</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 urban area nearest the Site is Tshwane. The base month is the month prior to the closing of the procurement process required for a financial offer. 	Coefficient	Description	Value	X	Portion not subject to adjustment	0.10	A	Labour	0.20	B	Civil Engineering Plant	0.30	C	Materials	0.25	D	Fuel	0.25
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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:	80% (Eighty percent)																		
6.10.3	Percentage retention is:	10% (ten percent) exclusive of VAT																		
	The limit of retention money is:	5% of the contract sum																		
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 1186) morongwam@tshwane.gov.za Mrs Ronett Marlow-Reid (Tel: 012 358 1131) ronetm@tshwane.gov.za Mr Lawrence Matjila (Tel: 012 358 1374) lawrencem@tshwane.gov.za</p>																		

Part C1: Agreement and Contract Data

	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 Adjudicator
10.5.3	Number of Adjudication Board members to be appointed:	One
10.6	Disagreement with Adjudication Board's decision, refer matters to:	Court proceedings

C1.2.4 DATA PROVIDED BY THE CONTRACTOR

CLAUSE/OPTION		DATA																		
1.1.1.9	The name of the Contractor is:																			
1.2.1.2	The address of the Contract is:	• Physical Address:																		
		• Postal Address:																		
		• Facsimile:																		
		• E-Mail Address:																		
6.2.1	The security to be provided by the Contractor shall be	The security/ Guarantee to be provided by the Contractor shall be one of the following: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Type of Security</th> <th style="width: 30%;">Contractor choice (Y/N)</th> </tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the contract sum</td> <td></td> </tr> <tr> <td>Fixed Performance guarantee of 10% of contract sum</td> <td></td> </tr> <tr> <td>Variable Performance Guarantee of 10% of contract sum</td> <td></td> </tr> <tr> <td>Retention of 10% of the value of works</td> <td></td> </tr> <tr> <td>Cash deposit of 5% of contract sum plus retention of 5% of the value of works</td> <td></td> </tr> <tr> <td>Fixed Performance Guarantee of 5% of the contract sum plus retention of 5% of the value of works</td> <td></td> </tr> <tr> <td>Variable Performance Guarantee of 2.5% of the contract sum for the first period and 2.5% of the contract sum for the second period plus retention of 5% of the value of works</td> <td></td> </tr> </tbody> </table>			Type of Security	Contractor choice (Y/N)	Cash deposit of 10% of the contract sum		Fixed Performance guarantee of 10% of contract sum		Variable Performance Guarantee of 10% of contract sum		Retention of 10% of the value of works		Cash deposit of 5% of contract sum plus retention of 5% of the value of works		Fixed Performance Guarantee of 5% of the contract sum plus retention of 5% of the value of works		Variable Performance Guarantee of 2.5% of the contract sum for the first period and 2.5% of the contract sum for the second period plus retention of 5% of the value of works	
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6.8.3	Price adjustments for variations in the cost of special materials (if applicable)	The variation in cost of special materials is:																		
		Type of material	Unit	Base Rate or Price																

***THE BELOW FORMS WILL BE COMPLETED ONCE THE TENDER IS AWARDED**

Part C1: Agreement and Contract Data

C1.3 FORM OF GUARANTEE

WHEREAS

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

enters into a Contract (No _____) with

(hereinafter referred to as the "Contractor")

for _____

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

NOW THEREFORE we the undersigned _____
_____ (full names of authorized agent(s))

and acting in my/our capacity as _____

and _____

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

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

R _____ (_____)

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

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

R _____ (_____)

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

Part C1: Agreement and Contract Data

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

Exceptio non numerate pecuniae

Exception non causa debiti

Beneficium de duobus vel pluribus reis debendi

Beneficium ordinis deu excussionis

Beneficium divisionis

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

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

This document is not negotiable or transferable.

FOR AND ON BEHALF OF THE BANKER/INSURER:

BANKER/INSURER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

ANNEXURE

List of some institutions from which contract /deposit guarantees can be accepted. The contractor can utilize other institutions as long as they are registered with the NCR.

ABSA Bank
Credit Agricole Indosuez (South Africa Branch)
Development Bank of South Africa
FirstRand Bank
ING Bank N.V. (South Africa Branch)
Investec Bank
Landbank
National Housing Finance Co.
Nedcor Bank
South African Reserve Bank
Standard Bank
AIG South Africa
Credit Guarantee Insurance Co
Emerald Insurance Company
Federated Employers Mutual Assurance Co
Global Insurance Company
Guardrisk Insurance Company
Hannover Re:
Home Loan Guarantee Company
Lion of Africa Insurance Company
Metropolitan Life
Metropolitan Odyssey Ltd
MUA Insurance
Mutual & Federal Insurance Company
Rand Mutual Assurance Company
Regent Insurance Company
SA Eagle Insurance Company
Lombard Insurance.

C1.4 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 APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF ROADS AND STORMWATER INFRASTRUCTURE IN SOSHANGUVE EXTENSION FIVE (05), TWELVE (12) AND THIRTEEN (13) OVER A PERIOD OF 36 MONTHS.

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

Part C1: Agreement and Contract Data

the undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

C1.5 ADJUDICATOR'S AGREEMENT

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

_____ (name of company /
organisation)

of _____

_____ (address) and

_____ (name of company /
organisation)

of _____

_____ (address)

(the Parties) and

_____ (name of
Adjudicator)

of _____

_____ (address)

(the Adjudicator).

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

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

IT IS NOW AGREED as follows:

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

Part C1: Agreement and Contract Data

SIGNED by: _____ Name: _____ who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of	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.
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.

Contract: HS 05-2025/26 - TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF ROADS AND STORMWATER INFRASTRUCTURE IN SOSHANGUVE EXTENSION FIVE (05), TWELVE (12) AND THIRTEEN (13) OVER A PERIOD OF 36 MONTHS.

Part C3: Scope of Work



CITY OF TSHWANE
HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: HS 05-2025/26

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE
CONSTRUCTION OF ROADS AND STORMWATER INFRASTRUCTURE
IN SOSHANGUVE EXTENSION FIVE (05), TWELVE (12) AND THIRTEEN
(13) OVER A PERIOD OF 36 MONTHS.**

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	REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS: HEALTH AND SAFETY SPECIFICATION	C3.7
C3.8	REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE ENVIRONMENTAL MANAGEMENT PLAN	C3.8

NOTE: ALL DRAWINGS REFERED TO UNDER THIS SECTION OF THE TENDER DOCUMENT ARE INCLUDED UNDER VOLUME 2

Contract: HS 05-2025/26 - TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF ROADS AND STORMWATER INFRASTRUCTURE IN SOSHANGUVE EXTENSION FIVE (05), TWELVE (12) AND THIRTEEN (13) OVER A PERIOD OF 36 MONTHS.

Part C3: Scope of Work
Section C3.1 Description of Works



CITY OF TSHWANE
HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: HS 05-2025/26

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE
CONSTRUCTION OF ROADS AND STORMWATER INFRASTRUCTURE
IN SOSHANGUVE EXTENSION FIVE (05), TWELVE (12) AND THIRTEEN
(13) OVER A PERIOD OF 36 MONTHS.**

C3.1 DESCRIPTION OF THE WORKS

C3.1 DESCRIPTION OF THE WORKS

1.1 EMPLOYER'S OBJECTIVES

The Employer's objective is to construct roads and stormwater infrastructure within Soshanguve Ext. 05, 12 and 13. The project is also aimed at delivering public infrastructure to the community through construction by using conventional methods, and most importantly using Labour Intensive methods to empower the community according to the Expanded Public Works Programme (EPWP).

The project entails the construction of roads and stormwater infrastructure. This will include the construction of roads measuring 14.04km and 8.92km of stormwater infrastructure consisting of new 450mm, 600mm, 750mm, 900mm and 1050mm diameter concrete pipeline, with associated hydraulic structures.

The summary of the scope of work is shown in the Table below:

Part C3: Scope of Work
Section C3.1 Description of Works

Table of Roads and Stormwater Infrastructure Scope of Work within Soshanguve Extension 05, 12 and 13

Construction of Roads at Various Stages of Previous Construction/ Km						Surfaced Roads Requiring Pretreatments for Maintenance	Length of New Stormwater Infrastructure / Km				
New	Subgrade	Lower Selected	Upper Selected	Sub-base	Base		450mm	600mm	750mm	900mm	1050mm
2.83km	0.18km	0.23km	5.33km	3.96km	1.51km	6.00km	5.95km	0.55km	1.54km	0.54km	0.34km

The scope of work in the Table above is shown on drawings in Volume 2.

The employer's objectives are to have the works constructed cost-effectively without compromising quality or construction standards, in such a manner that:

- a) employment and entrepreneurial opportunities are created for members of the local community in the execution of the works and in aspects of the third-party management support that is to be provided by the Contractor;
- b) the amount of the construction cost retained by the local community is significant;
- c) entrepreneurs from the local community are developed through the performance of construction contracts with assistance from, and under guidance of, third-party management support provided by the Contractor and,
- d) entrepreneurs are given sufficient support in construction management and materials management to ensure their success.

***NOTE 1** The employer's objective in requiring the appointment of a construction manager is to provide expertise and resources that selected sub-contractors might lack, capacitate these contractors to successfully complete their contracts and to minimize the risk of works not being constructed to stated requirements, within budget and on time.*

***NOTE 2** The employer's objective in appointing a materials manager is to ensure that supported contractors are supplied timeously with materials that comply with the requirements of the project. The Contractor may be required to procure materials on behalf of the sub-contractors and the materials manager will be required to facilitate and plan accordingly with the Contractor.*

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

The Contractor will be appointed with a minimum Construction Industry Development Board (CIDB) 9CE.

City of Tshwane is not bound to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.

1.2 OVERVIEW OF THE WORKS

The project requires the construction of roads and stormwater infrastructure in Soshanguve Ext. 05, 12 and 13.

The description of the works contained is merely an outline of the Contract works to be undertaken and shall not limit the work to be carried out by the Contractor under this Contract. The Schedule

of Quantities provide only for the type of work that may be undertaken and the quantities are provided purely for tendering purposes and is indicative of the expected or estimated quantities.

The scope of works entails the following:

1. Soshanguve Ext. 05
 - Repair of some of 7.63km of existing surfaced roads prior to take over by the City of Tshwane Roads and Stormwater Department;
 - Repair of associated stormwater infrastructure, and
 - Provision of adequate road markings and signs on all roads.

2. Soshanguve Ext. 12
 - The total length of roads that require construction of new surfaced roads and stormwater infrastructure is 3.82km;
 - Construction of 2.23km of associated internal stormwater reticulation infrastructure, and
 - Provision of adequate road markings and signs on all roads.

3. Soshanguve Ext. 13
 - The total length of roads that requires construction of new roads and stormwater infrastructure is 10.22km;
 - Construction of 6.69km of associated internal stormwater reticulation infrastructure, and
 - Provision of adequate road markings and signs on all roads.

1.2.1 EXTENT OF THE WORKS

a) The extent of the Works consists of:

General

- i) Establishment of facilities on site, fencing and the provision of security as ordered by the engineer.
- ii) Locate, expose and protect the existing services.
- iii) CCTV inspection of the existing stormwater system.
- iv) Clearing and grubbing of pipe routes and road reserves.
- v) Setting out of the works.
- vi) Construction of stormwater pipe concrete class 100D and connecting to the existing

- stormwater system,
- vii) Repair of road defects on existing roads prior to handover to City of Tshwane Roads and Stormwater Department
 - viii) Construction of the internal roads with asphalt surfacing.
 - ix) Requirements for testing laboratories and equipments to test properties of materials.
 - x) Finishing-off and site clearance.
 - xi) Maintenance of the work during Construction and during the 12 months Defects Liability Period.

b) Particular Works

In particular the following needs to be observed and considered where estimating the cost of the works:

- Bidders shall prepare and submit the programme of works taking into consideration that the Employer may require that the services be completed in a specific order.
- The contractor shall, upon commencement, inspect the pipeline routes and inform the engineer of all obstructions to be relocated.
- A high level of superintendence is required.

1.2.2 PHASING OF THE WORKS

The works will not be phased but constructed over 3 financial years.

The Contractor will commence with the Works in the 2025/2026 Financial Year.

Financial Year	Portion
2025/2026	All the works
2026/2027	All the works
2027/2028	All the works

1.3 NATURE OF THE WORKS

The employer wishes to deliver public infrastructure using labour-intensive methods and sub-contractors where possible. The works in this contract are to be executed by using both conventional construction and labour-intensive construction methods according to the Special Public Works Programme (SPWP) as prescribed in the guidelines of the Expanded Public Works Programme (EPWP).

- a) Conventional construction methods

Part C3: Scope of Work
Section C3.1 Description of Works

- Removal of boulders or other obstructions too large to be hand removed;
- The excavation of the trenches and installation of the pipes will be done conventionally due to the size of the pipes;
- Construction of internal road earthworks and layerworks, and
- Surfacing using asphalt.

b) Labour intensive construction methods (EPWP)

Items deemed suitable for construction using labour intensive construction methods are prefixed “LI” in the schedule of quantities. The employer’s further objective is to optimise labour opportunities, and the contractor shall be required to construct the works accordingly. The “LI” activities, inter alia, include but are not limited to:

- Excavate by hand to expose existing services and backfill.
- Treatment and maintenance of areas surrounding offices and laboratories.
- Clear and grub of site on pipeline route up to 3m wide.
- Cutting and removing large trees.
- Grubbing and the removal of the stumps and roots of large trees.
- Moving of existing fences and gates.
- Hand excavation.
- Removal of spoil material to positions indicated by the Engineer.
- Laying stormwater pipes.
- Construction of pipe bedding for stormwater pipes.
- Installing manhole covers and frames.
- Placing selected backfill material.
- Laying and jointing of water pipes.
- Clear and grub on roadway
- Installation of segmented blocks paving and kerbs

c) Local Emerging Contractors (LEC)

Items deemed suitable for construction using Local Emerging Contractors include but are not limited to:

- Supply and erection of 2 site camps fence and gate;

- Reinstating kerbs;
- Construction of subsoil drains;
- Reinstatement of bitumen surfacing;

d) Construction and Materials Manager

The Main Contractor will be required to appoint a Materials and Construction Manager to mentor, train and assist the appointed local emerging contractors and the daily activities are listed in C3.3.2 and C3.3.3. The minimum qualification for the construction manager will be a National Diploma in Civil Engineering or higher qualification in Civil Engineering.

In areas where required by the Engineer the contractor will be required to make use of local emerging contractors to execute dedicated portions of the work. Only approved tendered rates will apply for work executed and the contractor must ensure that the local emerging contractors are paid a market related price for work done. The contractor will be compensated for the additional site supervision, management of local emerging contractors, material management, training and personal protective clothing that may be required for the local emerging contractors as a percentage value of the work done by the subcontractor.

The City of Tshwane (City) is committed to utilize indigents that are registered on the City Indigent Register on all projects. The aim is to ensure commitment by each contractor on a project to utilize 100% of its personnel of the indigents list provided by the City in order to enhance poverty alleviation and the uplifting of indigents.

The idea is to place indigents in the correct or appropriate project roles/occupations to help them achieve income capacity and/or to equip them through skills development. The contractor must provide data about the number of indigents required, qualifications, type of placement/occupation and gender before the project starts. The successful contractor appointed must accommodate students that need practical training or in-service training.

The Contractor will adopt the following structure for the selecting, training and appointing of local emerging contractor(s) for this project:

1. The Project Steering Committee (PSC) under the leadership of the ward councillor(s) will compile a list of all the local emerging contractors in the ward(s) where the project will be executed.
2. Immediately after the approval of the appointment of the principal contractor on the project, the PSC under the leadership of the ward councillor(s) will invite all the local emerging contractors in

the ward(s) where the project will be executed as captured on the abovementioned list to apply for possible inclusion on the list of candidates to be appointed as local emerging contractor(s) by the principal contractor on the project.

3. The applicants will then be evaluated and a short list will be compiled by the PSC together with the appointed Construction and Materials Manager and the appointed principal contractor.
4. The successful candidates will then be trained by the appointed NQF accredited EPWP Training Provider on all the predetermined unit standards.
5. The successful candidate(s) will then enter into a written agreement/contract with the principal contractor.
6. The principal contractor should make provision for administration of local emerging contractors. The principal contractor must provide to the local emerging contractor(s) a construction and material manager to assist them with their construction work (C3.3.2 and C3.3.3). The principal contractor will be paid to provide a construction and material manager to the local emerging contractor(s) via the contract that will be awarded to the principal contractor. The principal contractor will price all items, except in the case of a nominated sub-contractor(s). These tariffs will be binding on the principal contractor if the work is executed by the principal contractor and should no local emerging contractor(s) be available.
7. The principal contractor can hold the local emerging contractor(s) responsible for the quality and quantity of work done by them through their agreement/contract, but will be ultimately responsible and liable for the work done being the principal contractor and mentor to the local emerging contractor(s).
8. The principal contractor and consultants responsible for the site supervision will submit a performance evaluation report to the Client, the City, and to the CIDB for their records should the local emerging contractor(s) being registered with the CIDB, in the process of registering or planning to register with the CIDB after the completion of the construction works on the project.
9. A register of all the trained, appointed local emerging contractor(s) and experienced emerging contractors per ward will be kept at the Human Settlement Department on the Management System.
10. Ensure that each local emerging contractor(s) Health and Safety Management Plan is implemented and maintained on their portion of the Works.
11. A monthly progress report including an annexure of the performance of local emerging contractors will be submitted on a monthly basis.

The above structure will ensure that local emerging contractors with potential to be trained and given the opportunity to be appointed as local emerging contractor(s) and to gain valuable experience under the mentorship of a construction and materials contractors manager.

1.4 TEMPORARY WORKS

No temporary works have been allowed for.

1.5 LOCAL ECONOMIC PARTICIPATION SPECIFICATION

A. PREAMBLE

The City of Tshwane has a long-term commitment to the protection and Participation of local business and industry, including the Participation and support of construction skills and capacity. In addition, the municipality is committed to the provision of as many job opportunities as possible to its local communities and therefore to the consistent pursuance and achievement of the objectives of EPWP for unskilled personnel. Having regard for the specialized nature of this project, the municipality in its role as Employer requires the maximum possible level of Local Economic Participation, as defined in this contract, as well as the maximum possible level of employment of local skills and labour. This specification therefore forms a very important aspect of this contract, which will be enforced and will require the full attention of the Contractor for the duration of the contract.

B. DEFINITIONS

“Local Sub-Contractor” means a legal business entity with its registered office and/or physical address in the City of Tshwane municipal area, duly registered with the Construction Industry Participation Board (CIDB) and with the required CIDB grading and who has actively conducted business in the City of Tshwane municipal area for a period of more than 12 months.

“Local Supplier” means a legal business entity with its registered office and/or physical address in the City of Tshwane municipal area who has actively conducted business in the City of Tshwane municipal area for a period of more than 12 months and who supplies goods or materials directly to the end user.

C. SPECIFICATION

1. LOCAL ECONOMIC PARTICIPATION (LEP) shall comprise of:
 - a. The direct participation of Local Sub-contractors in the Contract.
 - b. The direct participation of Local Suppliers and Service Providers in the Contract.

- c. The direct employment of local labour, - semi-skilled and - skilled staff by the Contactor and Local Sub-contractors.
 2. Direct Participation shall mean the engagement of resources, listed in 1 above, by the Contractor without the involvement of any other intermediary parties or agents.
 3. LOCAL ECONOMIC PARTICIPATION (LEP) shall be measured by value as follows:
 - a. Where activities, as measured under LI and SC of the Bill of Quantities, are performed entirely by Local Sub-contractors at the rate in the Bill of quantities, the value of the measured item shall be deemed to be the net value of LEP in respect of that activity.
 - b. Where an activity, performed in terms of the above, is valued at a scheduled rate that includes a profit mark-up, supervision fee, administration fee or any other mark-up, the net value of the item payable to the Local Sub-contractor shall be deemed to be the net value of the LEP in respect of that activity.
 - c. Where any component of the Contract, measured in the Schedule of Quantities, being a material or plant item or service required for the completion of the Contract, is provided entirely by a Local Supplier or Service Provider, at the rate in the Schedule of Quantities, the value of the measured item shall be deemed to be the net value of LEP in respect of that component.
 - d. Where a component, supplied in terms of point 'c' above, is valued at a scheduled rate that includes a profit mark-up, supervision fee, administration fee or any other mark-up, the net value of the item payable to the Local Supplier shall be deemed to be the net value of the LEP in respect of that component.
 - e. The value of local labour shall be the net value of wages and/or salaries paid to individuals, recruited from communities in the City of Tshwane municipal area, for the purpose of the Contract, by the Contractor or any of the Local Sub-contractors, appointed in terms of this Contract.
 4. Tenderers shall indicate in their tenders the value (as a percentage) of Local Economic Participation (LEP) that will be achieved should he be awarded the contract. This tendered value, split between the participation of Local Suppliers and Service Providers on the one hand and Local Sub-contractors on the other shall become the Contractor's Local Economic Participation target.

The achievement of this target will be a contractual obligation, which will be enforced in terms of the provisions of this section.
 5. The Contractor shall, within seven (7) days of the date of the Letter of Acceptance, submit to the Engineer a detailed plan for the achievement of his tendered Local Economic Participation (LEP) objectives and target, including a schedule of construction activities, construction components, materials, goods and services, local skills and labour etc, in which their valuation

in terms of the principles of this specification is clearly indicated. This schedule shall indicate how targets will be met.

6. The Engineer shall approve this detailed plan in writing within seven (7) days of its submission by the Contractor.
7. The Contractor shall submit to the Engineer monthly progress reports, in a format approved by the Engineer, clearly indicating progress to date in respect of LEP. These reports will be in addition to monthly MIG reports required from the Contractor.
8. The Contractor shall, if requested by the Engineer at any stage of the Contract, submit within seven (7) days all necessary documentation required to confirm the accuracy of information provided in the monthly progress reports. Documentation shall include but not be limited to:
 - a. Tax invoices,
 - b. Wage sheets,
 - c. Salary Advices
 - d. Orders.
9. At the completion of the project and prior to the issue of the Performance Certificate, the Contractor shall submit audited (audited by a recognized third-party institution) figures to substantiate and confirm actual LED expenditure achieved during the implementation of the Contract. Failure to meet the tendered target will result in a financial penalty as described under Sub-Clause 4.10.1 of the General Conditions of Contract (as amended).
10. Failure by the Contractor to comply with any of the requirements in 4, 5, and 6 above shall be dealt with in terms of Clause 9.2 of the General Conditions of Contract.
11. The Contractor shall during the course of the Contract have the opportunity to submit revised detailed plans for the achievement of Local Economic Participation (LEP) objectives and targets, considering practical constraints encountered during the construction process and including the necessary motivation for such revised detailed plans.
12. In the event that the Contractor is prevented to comply with his implementation plan by any circumstances outside his control, he shall within seven (7) days submit to the Engineer a notice outlining such circumstances in detail and stipulating the impact of such circumstances on the Local Economic Participation in the Contract and as defined above. The Engineer shall within seven (7) days of receiving such a notice inform the Employer accordingly and who shall be obliged to:
 - a. Rectify the circumstances preventing compliance and exempting the Contractor from his obligations, in terms of his implementation plan, for the duration of the period in which the circumstances prevailed, or
 - b. Exempting the Contractor entirely from his obligations in terms of its implementation plan in so far as these are affected by the specific circumstances.

13. Any dispute arising from this specification or the implementation thereof shall be resolved in accordance with the provisions of Clause 10 of the General Conditions of Contract.
14. A payment item has been included under schedule 1 (preliminary and general charges) for all costs related to the compilation and administration of all LED-related documentation as well as the auditing of the final figures by a recognized third-party institution.

D. NON-SPECIALIST WORK LOCAL SUB-CONTRACTORS

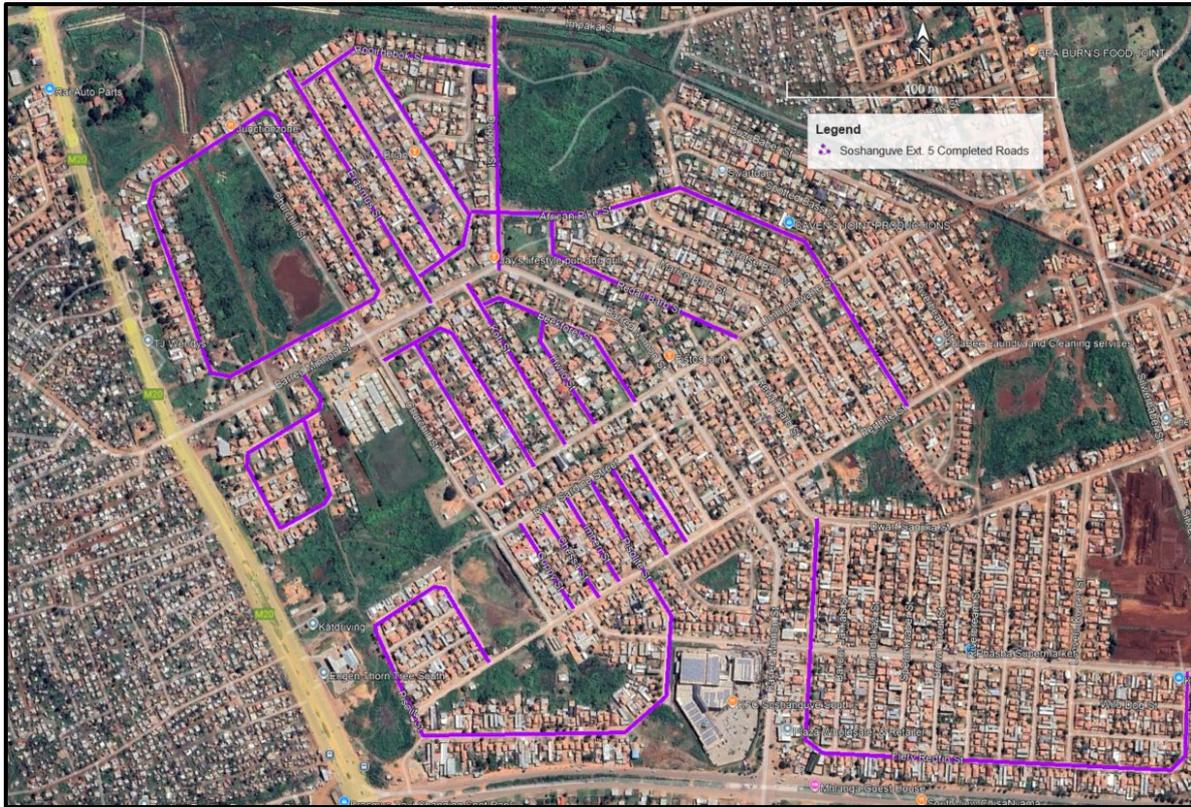
All work measured that have been identified for construction by local sub-contractors as a minimum requirement, which does not prevent the Contractor from employing sub-contractors for other portions of work in order to achieve the tendered LEP target.

1.6 LOCATION OF SITE

Soshanguve Extension 05 developmental area is situated in ward 90, Region 1 of the City of Tshwane. Soshanguve Extension 12 and 13 developmental area is situated in ward 32 and 37, Region 1 of the City of Tshwane. The development is situated on portion of farm Klip-Kruisfontein 708JR, Ward 37 Soshanguve extension 12 and 13, which is surrounded by mostly residential development. The locality of the project area is shown in Table and Figures below.

Project Area	Latitude	Longitude
Soshanguve Ext 5	25°35'32.11"S	28° 5'2.91"E
Soshanguve Ext 12	25°35'24.10"S	28° 3'17.63"E
Soshanguve Ext 13	25°35'21.55"S	28° 2'46.40"E

Part C3: Scope of Work
Section C3.1 Description of Works



Locality Plan – Soshanguve Extension 05 Area



Locality Plan – Soshanguve Extension 12 and 13 Area

GEOTECHNICAL INFORMATION

Based on the Geotechnical Report produced by Kimopax Group, the following conclusions can be drawn up:

- **Soil Profile:** The soil profiles are consistent across this site, generally characterized by Topsoil or Colluvium, Imported Material, Residual Ferro Gabbro or Residual Ferro Gabbro with layers of Magnetite and underlain by the Ferro Gabbro Rock, respectively.
- **Geology:** According to the published 1:250 000 geological map (Sheet 2528 Pretoria), the study area is underlain by rocks of the Bushveld complex, Rustenburg layered suite. The site forms part of the upper zone of the Rustenburg layered suite.
- **Groundwater:** Groundwater seepage was encountered in three (3) test pits located within Soshanguve Ext 5.
- **Excavation:** The material on site can be excavated with the use of spades and picks to a depth of approximately 1.5 meters across the site. Soft to Intermediate rock excavation class in terms of SANS 1200D is assumed for this area.
- **DCP Tests:** The DCP results are consistent across the site and reveals that the subsoil strength decreases with depth.

1.7 FEATURES REQUIRING SPECIAL ATTENTION

1.7.1 Existing Services

All existing services shall be indicated to the contractor where after he will assume full responsibility for maintaining these in good running order. It shall be understood that the protection of the existing services shall in no way be impaired during the contract.

The wayleaves are also to be utilized to identify clashes of services with the Stormwater Pipeline.

The Employer's Agent will be responsible to obtain the necessary permissions and way leave approvals from the relevant Service Owners. The Contractor shall locate and establish the actual position of any services on Site as indicated on the wayleaves before starting the construction.

Payment will not be made for any inconvenience caused to the Contractor in regard to any services crossing the Site or any authority working on any such service, nor will any delays caused by such

Part C3: Scope of Work
Section C3.1 Description of Works

works be accepted as a basis for claiming an extension of time for completing the works. All communications with owners of services and their work teams must take place in conjunction with the engineer or his representative.

Wayleaves to be attained are shown on the table below.

Name of Institution	Type of Service
Eskom / Internal Distribution	Electricity
Telkom	Telecommunication
City Of Tshwane Municipality	Electricity
City Of Tshwane Municipality	Water and Sanitation
DFA	Fibre
Rand Water	Water Pipes
Liquid Communication / Neotel	Fibre
Cell C	Fibre
City Of Tshwane Municipality	Environmental Services
City Of Tshwane Municipality	Roads and Stormwater
Frog Foot	Fibre
Extribx Pty Ltd T/A SAS Networks	Fibre
Link Africa	Fibre
Metro Fibre	Fibre
MTN	Fibre
Sasol	Gas Pipes
Transnet	Pipe Lines
Tshwane Broad Band	Fibre
Vodacom	Fibre
VumaTel	Fibre
Gautrans	Roads and Stormwater

1.7.2 Surveying and Cadastral Beacons (including Stand pegs)

The Contractor shall be held responsible for the cost incurred in replacing or repositioning of any cadastral beacons which may have been disturbed by his actions.

Under no circumstances shall cadastral beacons be replaced by unauthorized persons and the Engineer shall be informed immediately of such disturbed beacons. The Engineer shall arrange for the replacement of any beacons by a competent Land Surveyor.

1.8 SUPPLYING OF MATERIALS

All materials required for this contract shall be supplied by the Contractor. The Contractor shall take care that no delay is caused due to a shortage of material. Therefore, material required shall be ordered well in advance.

While care had been taken in calculating the quantities, the Contractor shall check the quantities before ordering. No claims for payment of excess or incorrect materials due to such shall be entertained.

1.9 QUALITY CONTROL

It is the responsibility of the Contractor to deliver work of quality and accuracy that is in accordance with the specifications and drawings, and the Contractor shall at his own cost provide a quality control system and provide experienced Engineers, Foreman, Surveyors, Technicians and other Technical Personnel together with the necessary transport, instruments and plant to ensure that proper supervision and positive control be applied on the job at all times. This also includes work done by sub-contractors, including nominated sub-contractors for specialized work or otherwise.

The cost of all supervision and control, test included, performed by the Contractor, shall be included in the relevant rates for the different items when tendering, except where separate provision has been made in the sections of the specifications.

The Contractor's attention is drawn to the stipulations of the different sections of the specifications regarding the minimum frequency of test to ensure proper quality control. The Contractor shall increase this frequency if he deems fit to ensure appropriate control.

The Contractor shall, at the completion of each part of the work and requesting approval thereof by the Engineer, submit all applicable test results, measurements and levels to indicate that it conforms with the relevant specifications.

Contract: HS 05-2025/26 - TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF ROADS AND STORMWATER INFRASTRUCTURE IN SOSHANGUVE EXTENSION FIVE (05), TWELVE (12) AND THIRTEEN (13) OVER A PERIOD OF 36 MONTHS.

Part C3: Scope of Work
Section C3.2 Engineering



CITY OF TSHWANE
HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: HS 05-2025/26

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE
CONSTRUCTION OF ROADS AND STORMWATER INFRASTRUCTURE
IN SOSHANGUVE EXTENSION FIVE (05), TWELVE (12) AND THIRTEEN
(13) OVER A PERIOD OF 36 MONTHS.**

C3.2 ENGINEERING

C3.2 ENGINEERING

3.2.1 STANDARDS AND CODES OF PRACTICE

The following design standards for Civil Engineering Infrastructure will apply:

- i) ***Standard Specifications for Municipal Civil Engineering Work, Third Edition, 2005*** issued by the Divisional Head: Roads and Stormwater of the City of Tshwane.
- ii) The drawings "Roads and transport department: Standard construction details and design standards for roads and stormwater drainage infrastructure, 2023" issued by the Divisional Head: Roads and Stormwater of the City of Tshwane.
- iii) ***General Conditions of Contract for Construction Works 3rd Edition, 2015*** as published by the *South African Institution of Civil Engineering*.

3.2.2 EMPLOYER'S DESIGN

The Contractor undertakes only construction on the basis of full designs issued by the Employer. The Contractor is to follow the specification, the design and construction drawings as laid out by the Employer. The design of the Works is detailed on the drawings and described in this document.

3.2.3 DRAWINGS

The drawings issued to tenderers as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The work shall be carried out in accordance with the latest available revision of the drawings approved for construction.

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the construction drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings or revisions for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

Drawings issued separately in Volume 2 will be listed hereafter. The drawings represent the total works required under this contract. The employer has developed comprehensive standardized typical details which can be obtained by the contractor from the employer.

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The

Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis. All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are bound at the back of this volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

Note: All applicable Drawings are Included Under Volume 2.

C3.2.2 DESIGN & SPECIFICATIONS

3.2.2.1 INTERNAL PAVED ROADS

- Construction of asphalt surfaced internal roads measuring 13.58km and kerbs. The layerworks will consist of the following:
 - 30mm Asphalt surfacing (Type A-E2 polymer modified)
 - 150 mm G1 base material, compacted to 88% of apparent relative density
 - 150 mm C4 sub-base material (stabilised natural gravel), compacted to 95% of Mod AASHTO density, minimum UCS 790 Kpa
 - 150 mm G7 upper selected material, natural gravel, minimum CBR 15 compacted to 95% of Mod AASHTO density
 - 150 mm G7 lower selected material, natural gravel, minimum CBR 15 compacted to 93% of Mod AASHTO density
 - 150 mm G7 fill material, natural gravel, minimum CBR 3 compacted to 90% of Mod AASHTO density
 - 300mm rock fill (will need to be confirmed by the Engineer on site)

- The following kerbs will be used:
 - Fig. 8b kerb on roadway width of 4.5m or 5m
 - 400mm sloping kerb on roadway width 6.0m.
 - 500mm sloping kerb on roadway width 7.4m.

3.2.2.2 STORMWATER INFRASTRUCTURE

- **Concrete Pipes**

Class 100D concrete pipes, SANS 677: ranging from 450mmØ to 1050mmØ will be required.

Bedding

Class B Bedding for rigid pipes will be required.

- **Manholes**

All precast manhole sections shall comply with the relevant requirements of SANS 1294.

No step irons shall be required unless otherwise indicated on the drawings.

Dimensions of precast manhole sections are approximate and may vary slightly according to different manufacturer's specifications.

Position of manholes shall be directly above the PI of adjoining stormwater pipes.

The function of the combination precast concrete/cast iron manhole cover is to replace lost cast iron covers, unless otherwise specified.

All concrete manhole covers shall have the letters "SW" formed or engraved on top. Each letter shall be 50mm wide, 75mm high and 5mm thick.

Dimensions of ductile iron manhole sections are approximate and

All ductile iron manhole covers shall have the wording: the cover

All ductile iron manhole sections shall comply with the relevant requirements of SANS 50124.

All ductile iron manhole covers to be supplied with a square frame.

Installations with a round frame only to be used with a circular precast shaft or if approved by the Engineer in writing.

All ductile iron manhole covers shall be hinged and incorporate a 90 degree blocking system to prevent accidental closure.

All ductile iron manhole covers shall be fitted with an anti-theft device to prevent the cover from being completely removed from the frame.

All ductile iron manhole covers in the roadway shall be installed with the hinge in the direction of the oncoming traffic.

Cast in situ cover slabs

Measurement B is always smaller than L.

Concrete to be class 25/19.

Concrete to be cured for a minimum period of 7 days.

Minimum cover to reinforcement is 20mm.

Type, bar and spacing of reinforcement.

Main reinforcement to be shape code 38, with hook length (A- dimension) not less than minus 60, except for slabs with a span not exceeding 1000, where no hooks are required and shape code 20 is used.

- **Junction Box Details**

Precast concrete stormwater manholes with ND of 1250mm for 450mm and 600mm: ranging from 4.5m depth up to 5m depth. For pipe sizes 900mm to 1050mm, manholes of ND 1800mm will be required.

Precast cover slabs

Concrete to be class 25/19 (25MPa)

Concrete to be cured for a minimum period of 7 days.

Minimum cover to reinforcement = 20mm

Lifting handles as specified or otherwise approved by the Engineer.

Reinforcement

i) Type, bar and spacing as specified in Table A.

ii) Main reinforcement to be shape code 38, with hook length (A dimension) not less than $t - 60$, except for slabs with a span not exceeding 1000mm, where no hooks are required and shape code 20 is used.

Also refer to section 502, 702, 703 and 704 of the Standard Specifications for Municipal Civil Engineering Works, 3rd Edition, 2005.

- **Catchpits**

All bricks shall comply with SANS 227 and shall be Engineering Units of Class FBS (Face Brick Standard) with a nominal compressive strength of 12 MPa.

Also refer to section 502, 702, 703, 704 and 809 of the Standard Specifications for Municipal Civil Engineering Works, 3rd edition, 2005.

3.2.2.3 PLANT AND EQUIPMENT

The following equipment will be required for the project:

- 2 x Graders
- 4 x Tractor Backhoe Loaders (TLBs)
- 2 x Excavators
- 10 x Tipper Trucks
- 2 x Walk-behind Vibrating Drum Rollers
- 4 x Compaction Rammers
- 2 x Plate Compactor
- CCTV inspection equipment
- 2 x Dewatering Equipment: (Pumps)
- 1 x Jetting and Vacuum Trucks
- 2 x Pipe Welding and Cutting Equipment:
- Safety Equipment, Personal Protective Equipment (PPE), Barricades and Shoring
- 2 x Concrete Mixers

C3.2.4: LIST OF DRAWINGS

Drawing No.	Title
COT/SOS. 12&13/PH1&2&3/1/03	Stormwater Catchments
COT/SOS. 12&13/PH1&2&3/1/01	Overall Roads and Stormwater Layout
COT/SOS. 12&13/PH1/1/02	Phase 1 Roads Layout

Part C3: Scope of Work
Section C3.3 Procurement

COT/SOS. 12&13/PH1/2/02	Phase 1 Ugugu (Ch. 0+000 to Ch. 1+748) Street Longsections
COT/SOS. 12&13/PH1/2/03	Phase 1 Ugugu (Ch. 1+748 to 2+047), Maan, G, Icgubejeje, Nwamahlanga, I & H Streets Longsections
COT/SOS. 12&13/PH1/2/04	Phase 1 Brown Ivory, K, Vermebos, Red Ivory, F, FA & J Streets Longsections
COT/SOS. 12&13/PH1/1/03	Phase 1 Stormwater Layout
COT/SOS. 12&13/PH1&2&3/1/04	Phase 1, 2 & 3 Stormwater Setting Out Data
COT/SOS. 12&13/PH1 (1 of 4)	Internal Roads Stormwater Longsection
COT/SOS. 12&13/PH1 (2 of 4)	Internal Roads Stormwater Longsection
COT/SOS. 12&13/PH1 (3 of 4)	Internal Roads Stormwater Longsection
COT/SOS. 12&13/PH1 (4 of 4)	Internal Roads Stormwater Longsection
COT/SOS. 12&13/PH2/1/02	Phase 2 Roads Layout (1 of 2)
COT/SOS. 12&13/PH2/1/02	Phase 2 Roads Layout (2 of 2)
COT/SOS. 12&13/PH2/2/01	Phase 2 Mafhur, Xidzisi, Nshonsho A & Serutwane Streets Longsections
COT/SOS. 12&13/PH2/2/02	Phase 2 Ugugu Umgebhulo, Shigidimi, Wildesaemane & Witpeer Streets Longsections
COT/SOS. 12&13/PH2/2/03	Phase 2 A, Shithlangu & Unogobotsha Streets Longsections
COT/SOS. 12&13/PH2/2/04	Phase 2 A, Motvanger & Xidzisi A Streets Longsections
COT/SOS. 12&13/PH2/1/03	Phase 2 Stormwater Layout (1 of 2)
COT/SOS. 12&13/PH2/1/03	Phase 2 Stormwater Layout (2 of 2)
COT/SOS. 12&13/PH1&2&3/1/04	Phase 1, 2 & 3 Stormwater Setting Out Data
COT/SOS. 12&13/5/PH2 (1 of 6)	Internal Roads Stormwater Longsection
COT/SOS. 12&13/5/PH2 (2 of 6)	Internal Roads Stormwater Longsection
COT/SOS. 12&13/5/PH2 (3 of 6)	Internal Roads Stormwater Longsection
COT/SOS. 12&13/5/PH2 (4 of 6)	Internal Roads Stormwater Longsection
COT/SOS. 12&13/5/PH2 (5 of 6)	Internal Roads Stormwater Longsection

Part C3: Scope of Work
Section C3.3 Procurement

COT/SOS. 12&13/5/PH2 (6 of 6)	Internal Roads Stormwater Longsection
COT/SOS. 12&13/PH3/1/02	Phase 3 Roads Layout
COT/SOS. 12&13/PH3/2/02	Phase 3 Sefero Street Longsections
COT/SOS. 12&13/PH3/2/02	Phase 3 Shigungu, Mithisi (D), Mikwakwa & Serapa Streets Longsection
COT/SOS. 12&13/PH1/2/03	Phase 3 Serapa, Unogolanthehe & Wildesalie Streets Longsections
COT/SOS. 12&13/PH3/1/03	Phase 3 Stormwater Layout
COT/SOS. 12&13/PH1&2&3/1/04	Phase 1, 2 & 3 Stormwater Setting Out Data
COT/SOS. 12&13/5/PH3 (1 of 3)	Internal Roads Stormwater Longsection
COT/SOS. 12&13/5/PH3 (2 of 3)	Internal Roads Stormwater Longsection
COT/SOS. 12&13/5/PH3 (3 of 3)	Internal Roads Stormwater Longsection
COT/SOS.12&13/PH1/6/01	TYPICAL CROSS-SECTION & PAVEMENT DESIGN FOR ROAD RESERVE WIDTH 20 & 25m
COT/SOS.12&13/PH1/6/02	TYPICAL CROSS-SECTION & PAVEMENT DESIGN FOR ROAD RESERVE WIDTH 10, 13 & 16m
COT/SOS.12&13/PH1/6/03	SPEED HUMP DETAILS
COT/SOS.12&13/PH1/6/04	ROAD SIGNS PLACING DETAILS
COT/SOS.12&13/PH1/6/05	ROAD MARKINGS AND SIGNS DETAILS
COT/SOS.12&13/PH1/6/06	CROSS CUT TRAFFIC MANAGEMENT
COT/SOS.12&13/PH1/1/02	JUNCTION BOX AND MANHOLE DETAILS: TYPE D JUNCTION
COT/SOS.12&13/PH1/6/08	JUNCTION BOX AND MANHOLE DETAILS: TYPE C JUNCTION
COT/SOS.12&13/PH1/6/09	CATCH PIT DETAILS (KERB INLETS)
COT/SOS.12&13/PH1/4/01	ROAD SIGNS AND MARKINGS PLAN SHEET 1 OF 2
COT/SOS.12&13/PH1/4/01	ROAD SIGNS AND MARKINGS PLAN SHEET 2 OF 2

NOTES:

1. FOR THE POSITION OF SERVICES WITHIN THE ROAD RESERVE REFER TO THE LATEST VERSION OF THE DRAWINGS OBTAINABLE FROM THE ROADS AND STORMWATER DIVISION
2. FOR ROADS AND STORMWATER STANDARD DETAILS REFER TO THE LATEST VERSION OF THE DRAWINGS OBTAINABLE FROM THE ROADS AND STORMWATER DIVISION

Contract: HS 05-2025/26 - TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF ROADS AND STORMWATER INFRASTRUCTURE IN SOSHANGUVE EXTENSION FIVE (05), TWELVE (12) AND THIRTEEN (13) OVER A PERIOD OF 36 MONTHS.

Part C3: Scope of Work
Section C3.3 Procurement



CITY OF TSHWANE
HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: HS 05-2025/26

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE
CONSTRUCTION OF ROADS AND STORMWATER INFRASTRUCTURE
IN SOSHANGUVE EXTENSION FIVE (05), TWELVE (12) AND THIRTEEN
(13) OVER A PERIOD OF 36 MONTHS.**

C3.3 PROCUREMENT

C3.3 PROCUREMENT

C.3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES

C3.3.1.1 Requirements

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

1. Requirements for the sourcing and engagement of labour

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

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

1.3 Tasks by the Contractor must be such that:

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

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

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

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

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

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

C3.3.1.1.2 Appointment Process

C3.3.1.1.2.1 Project Steering Committee (PSC)

Section 6.1.3.1 of the Expanded Public Works Programme (EPWP) Recruitment Framework requires the Office of the Speaker, in consultation with the Ward Councillor, to hold a public meeting, and elect a Project Steering Committee (PSC).

Project Steering Committee will be limited to a minimum of four (4) members and a maximum of six (6) members, to avoid a situation of too many potential interest groups preventing the PSC from functioning.

C3.3.1.1.2.2 Community Liaison Officer

After selection of the PSC, at the same meeting indicated under item C3.3.1.1.2.1, residents and stakeholders in attendance are to vote for poll of three (3) potential CLO's coming from the community concerned.

In the event that a PSC is not constituted by public meeting, or cannot proceed with its work, as contemplated by section 6.1.3.5 of the Framework, the appointed PSC will nominate potential CLOs.

It is from this pool that the contractor, after interviewing the three (3) nominees and consultation with the PSC appoints the CLO.

Administrative processes for appointment of Community Liaison Officers.

- Minutes and an attendance register must be kept as evidence of the proceedings of the election meeting.
- The office of the speaker must submit the results (minutes) and attendance registrar of the community liaison officer election meeting to the chairperson of the PSC, the contractor and the Expanded Public Works Programme (EPWP) Division.
- The elected CLO will be appointed by the contractor for the duration of the project and also be remunerated by the contractor. Where the CLO is no longer available and another is

appointed, the existing CLO shall cease to receive remuneration.

- An employment agreement containing the general terms and conditions of the contract, will be issued to the CLO and must be signed by the CLO before commencement of duties.
- A CLO will be appointed from the ward in which the project is executed.
- The CLO's will be remunerated according to the entry level basic salary of an Administrator Officer position of the City of Tshwane (Task Level 5 notch 1 (B1-1)). No benefits will be applicable.

The CLO must have the following attributes: -

- have credibility and standing in the community.
- have a strong personality.
- be able to be firm and decisive.
- be able to facilitate in disputes.
- be able to handle conflict.
- be able to keep minutes and records in a proper and orderly way.
- have a knowledge of labour laws and industrial relations (training will be provided where necessary).
- be objective and impartial.
- be fair.

C3.3.1.2 Resource standard pertaining to targeted procurement

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

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

1. **General**

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

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

2.1 Replace the existing definitions with the following:

contract participation goal (CPG)

value of supplies, services and works for which the contractor contracts targeted enterprises

exclusive of any value added tax or sales tax which the law requires the employer to pay to the contractor, expressed as a percentage of the contract amount associated with the targeting strategy that is identified in the specification data.

2.2 Add the following definitions:

contract amount

1) targeting strategy, A

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

2) targeting strategy B

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

targeting strategy, A

a strategy which:

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

targeting strategy B

a strategy which:

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

2.3 Replace clauses 3.11 and 3.12 with the following:

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

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

2.4 Replace 3.2.2 with the following:

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

2.5 Replace 4.1 with the following:

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

2.6 Replace 4.2.1 with the following:

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

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

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

2.7 Replace 4.3 with the following:

Where, in the case of targeting strategy A, an enterprise under contract was initially

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

2.8 Replace 6 with the following:

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

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

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

Clause	Specification Data	
The specification data associated with SANS 1914-5 is as follows		
2.7	The Employer's Agent is:	Batatise Consulting Engineers
	Target area:	
	Target Area 1	Soshanguve Ward 32, Ward 37 and Ward 90.
	Target Area 2	The ward/wards directly adjoining the ward/wards in which the work package is to be performed.
	Target Area 3	The region within which the ward/wards in which the work package is to be performed resides
	Target Area 4	The City of Tshwane Municipal area
2.17	Targeted enterprise is	Will be specified for each work package.
	The targeting strategy is	Strategy A b)
	The contract participation goal is	<i>The minimum goal is 10% and the maximum goal is 20% (The combined goal for the contract will not exceed 30%)</i>
	The contract participation goal may only be achieved by subcontracting work to	

	one or more targeted enterprises to perform commercially useful functions in the performance of the contract.	
2.9	The following weightings shall apply:	
	Target Area 1	1.2
	Target Area 2	1.0
	Target Area 3	0.8
	Target Area 4	0.6

C3.3.2 SCOPE OF MANDATORY SUBCONTRACT WORK

C3.3.2.1 Scope of mandatory subcontract works

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

- Kerbing
- Construction of manholes
- Construction of brickwork related work;
- Supply and erection of site camp fence and gate;
- Replacement of bitumen surfacing;

C3.3.3 PREFERRED SUBCONTRACTORS/SUPPLIERS

In terms of the Supply Chain Management policy 2024/25 Section 47 states that:

47. SUB-CONTRACTING

When subcontracting: The City shall obligate main contractors or service providers to engage targeted enterprises in the performance of their contracts incorporating resource specifications. These will be made a condition of the tender for the city to implement at project management level. In cases that the city decides to unbundle the tender to appoint different service providers to an extend that the contract value per service provider does not exceed 30million then the provision of sub-contracting will not be applicable.

(1) Sub-contracting must be subjected to approval by the city manager. The appointed service

provider must source competent and capable service providers and where applicable be registered with the relevant body and submit a list of sub-contractors for approval to the City of Tshwane.

- (2) Sub-contracting entity should have an equal B-BBEE level status or higher than the main contractor.**
- (3) Maximum of 30% can be sub-contracted for tenders above 30 million**
- (4) Local economic participation should be given priority when making a list of potential subcontractors available.**
- **City of Tshwane Participants with specific attention for the region in which the contract is to be executed should be given first priority and the below competent and capable designated groups should be prioritized**
 - o **An EME or QSE**
 - o **An EME or QSE which is at least 51% Black Owned**
 - o **An EME or QSE which is at least 51% Owned by Black youth**
 - o **An EME or QSE which is at least 51% Black Women Owned**
 - o **An EME or QSE which is at least 51% owned by black people with disabilities.**
 - o **An EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships**
 - o **A cooperative which is at least 51% owned by black people**
 - o **An EME or QSE which is at least 51% owned by black people who are military veterans;**
or
 - o **More than one of the categories referred to in paragraphs (a) to (h).**

Should subcontractors within Tshwane not be identified, the appointed service provider can extend the list of subcontractors to:

- **Gauteng Participants**
- **National participants**

- (5) In relation to a designated sector a contractor must not be allowed to sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold if the appointed Service Provider scored points for Local Content and Production.**

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

Enterprises must comply with the following:

- Business must be registered within the City boundaries,
- Owners must reside within the City,
- Owners or business address must be in Region 1. Other Regions within the CITY will only be considered if no suitable candidates are available in Region 1.

C3.3.4 SUBCONTRACTING PROCEDURES

The contractor shall advertise and call for competitive quotations in respect of each portion of the works that are required to be subcontracted in terms of the contract in accordance with the relevant provision of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the City of Tshwane standards and any other relevant documentation of subcontracting with minimal project specific variations and amendments that do not change their intended usage.

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

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

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

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

C3.3.5 EVALUATION CRITERIA

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

Contract: HS 05-2025/26 - TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF ROADS AND STORMWATER INFRASTRUCTURE IN SOSHANGUVE EXTENSION FIVE (05), TWELVE (12) AND THIRTEEN (13) OVER A PERIOD OF 36 MONTHS.

Part C3: Scope of Work
Section C3.4 Construction



CITY OF TSHWANE

HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: HS 05-2025/26

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE
CONSTRUCTION OF ROADS AND STORMWATER INFRASTRUCTURE IN
SOSHANGUVE EXTENSION FIVE (05), TWELVE (12) AND THIRTEEN (13)
OVER A PERIOD OF 36 MONTHS.**

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 Divisional Head: Roads and Stormwater of the City of Tshwane, read together with the Particular Specifications.

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

C3.4.1.2 Applicable national and international standards

Will be specified per work package

C3.4.1.3 Particular/generic specifications

C3.4.1.3.1 Generic Labour Specification

01 Scope

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

- a) trenches having a depth of less than 1.5 meters

- b) stormwater pipe installation
- c) sidewalks and non-motorized transport infrastructure

02 Precedence

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

03 Hand excavate-able material

Hand excavate-able material is material:

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

NOTE:

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

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle
Loose	Small resistance to penetration by sharp end of a geological pick	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40mm; can be molded by fingers with some pressure
Medium dense	Considerable resistance to penetration by sharp end of a geological pick	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10mm; very difficult to mold with fingers; can just be penetrated with an ordinary hand spade
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be molded by fingers
Very dense	High resistance to repeated blows of a geological pick	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point

04 Trench excavation

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

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

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

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

06 Excavation

All hand excavate-able material including topsoil classified as hand excavate-able shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation

by hand. Any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

07 Clearing and grubbing

Grass and bushes shall be cleared by hand.

08 Shaping

All shaping shall be undertaken by hand.

09 Loading

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

10 Haul

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

11 Offloading

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

12 Spreading

All material shall be spread by hand.

13 Compaction

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

14 Grassing

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

15 Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must

be collected, loaded, off loaded and placed by hand.

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

Grout shall be mixed and placed by hand.

16 Manufactured Elements

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

C3.4.2 PLANT AND MATERIALS

C3.4.2.1 Plant and materials supplied by the employer

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

C3.4.2.2 Materials, samples and shop drawings

C3.4.2.2.1 Construction Materials

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

C3.4.2.2.2 Water for Concrete and Construction Purposes

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

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

C3.4.2.2.3 Spoil Material

The contractor shall make his own arrangements for the provision of a suitable place off the site for

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

C3.4.2.2.4 Cement for concrete

The cement used for the construction of manholes, benching and any other concrete structures as well as for stabilisation must be in accordance with SANS 50197-1

C3.4.3 CONSTRUCTION EQUIPMENT

C3.4.3.1 Requirements for equipment

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

C3.4.3.2 Equipment provided by the Employer

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

All construction equipment to be supplied by the Contractor.

C3.4.4 CONTRACTOR'S EMPLOYEES

C3.4.4.1 Minimum employment Conditions for Conventional Construction Works

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

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

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

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

C3.4.4.1.1 Employment contracts

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

C3.4.4.1.2 Normal working hours

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

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

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

C3.4.4.1.3 Minimum wages

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

Overtime pay shall be 1.5 times the ordinary wage.

An employee shall be paid monthly.

Wages should be increased by CPI excluding owners' equivalent rent (ever) 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 from 1 September 2022 to August 2023 – Increase 7.35%	Hourly Rate from 1 September 2023 to 31 August 2024 – Increase 6.92%	Hourly Rate from 1 September 2024 to 31 August 2025 – Increase @ 6.5%
1	R 44.79	R 47.89	R 51.00
2	R 45.84	R 49.01	R 52.20
3	R 47.12	R 50.38	R 53.65
4	R 48.88	R 52.26	R 55.66
5	R 55.35	R 59.18	R 63.02
6	R 62.86	R 67.21	R 71.58
7	R 71.99	76.97	R 81.97
8	R 75.19	R 86.3.0	R 91.91
9	R 91.23	R 97.54	R 103.88

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

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

C3.4.4.1.5 Short time resulting from inclement weather

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

C3.4.4.1.6 Vacation leave

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

C3.4.4.1.7 Family responsibility leave

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

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

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

C3.4.4.1.8 Maternity leave

At least four (4) months unpaid leave.

C3.4.4.1.9 Sick leave

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

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

C3.4.8.1.10 Piece work

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

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

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

C3.4.4.2 EMPLOYMENT CONDITIONS FOR LABOUR INTENSIVE WORKS AND CONSTRUCTION

The Ministerial Determination 4, Expanded Public Works Programme (revised 2012) issued in terms of the

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

This clause contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.

C3.4.4.2.1 Terminology

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

C3.4.4.2.2 Terms of Work

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

C3.4.4.2.3 Normal Hours of Work

- 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.

C3.4.4.2.4 Meal Breaks

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

C3.4.4.2.5 Special Conditions for Security Guards

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

C3.4.4.2.6 Daily Rest Period

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

C3.4.4.2.7 Weekly Rest Period

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

C3.4.4.2.8 Work on Sundays and Public Holidays

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

-
- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
 - (b) double the worker's daily rate of pay, if the worker works of more than four hours on the public holiday.

C3.4.4.2.9 Sick Leave

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

C3.4.4.2.10 Maternity Leave

- i. A worker may take up to four consecutive month's unpaid maternity leave.
- ii. A worker is not entitled to any payment or employment-related benefits during maternity leave.
- iii. A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- iv. A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

- v. A worker may begin maternity leave –
 - (a) four weeks before the expected date of birth; or
 - (b) on an earlier date –
 - if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - if agreed to between employer and worker; or
 - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- vi. A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- vii. A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

C3.4.4.2.11 Family Responsibility Leave

- i. Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –
 - a. when the employee's child is born;
 - b. when the employee's child is sick;
 - c. in the event of a death of –
 - the employee's spouse or life partner;
 - the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

C3.4.4.2.12 Statement of Conditions

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

C3.4.4.2.13 Keeping Records

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

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

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

- i. An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- ii. A worker may not be paid less than the minimum EPWP wage rate of R102.00 per day or per task. This will be adjusted annually on the 1st of November in line with inflation (available CPI as provided by Stats-SA six (6) weeks before implementation).
- iii. A task-rated worker will only be paid for tasks that have been completed.
- iv. An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- v. A time-rated worker will be paid at the end of each month.
- vi. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- vii. Payment in cash or by cheque must take place –
 - a. at the workplace or at a place agreed to by the worker;
 - b. during the worker's working hours or within fifteen minutes of the start or finish of work;
 - c. in a sealed envelope which becomes the property of the worker.
- viii. An employer must give a worker the following information in writing –
 - a. the period for which payment is made;
 - b. the numbers of tasks completed or hours worked;
 - c. the worker's earnings;

-
- d. any money deducted from the payment;
 - e. the actual amount paid to the worker.
- ix. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- x. If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

C3.4.4.2.15 Deductions

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

C3.4.4.2.16 Health and Safety

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

C3.4.4.2.17 Compensation for Injuries and Diseases

- i. It is the responsibility of the employers (other than a contractor) to arrange for all

persons employed on an EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

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

C3.4.4.2.18 Termination

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

C3.4.4.2.19 Certificate of Service

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

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

C3.4.4.4. EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

C3.4.4.4.1 Requirements for the Sourcing and Engagement of Labour

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

C3.4.4.4.2 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.

C3.4.4.4.3 Training of Targeted Labour

- i. The contractor shall provide all the necessary 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 City of Tshwane will ensure that training arrangements for participants are in place and appointment of the training provider facilitated in time.
- vi. The project Manager and Consulting Engineer shall approve the training provided prior to commencement of training

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

C3.4.4.5 COMMUNITY LIAISON OFFICER

C3.4.4.5.1 The successful tenderer shall enter into an employment agreement with the appointed community liaison office (CLO) who shall be responsible for the following:

- 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.

C3.4.4.5.2 The CLO shall attend all site and other meetings concerning the project.

C3.4.4.5.3 The CLO will be remunerated according to the entry level salary of Administrative Officer (T5-level monthly notch) in the City of Tshwane.

City of Tshwane will provide the Contractor with the figures accordingly.

Community Strategy

The CLO shall be available full time on site when contractor is active. Furthermore, it will be required of him to liaise any pertinent communication to the community. He/she shall attend all site and technical meetings as well as steering committee meetings as well as steering committee meetings happening after hours.

C3.4.4.5.4 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 Executive Director: Integrated Community Development, or their nominees, will interview prospective appointees and in their discretion appoint such CLO.

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 5.3.

C3.4.4.5.5 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.

C3.4.4.5.5 The main Contractor shall ensure that any Sub-Contractor he may appoint shall adhere to these conditions but also subject to the provisos applicable to the duration of such sub-contract.

C3.4.4.5.6 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.

C3.4.5 EXISTING SERVICES

C3.4.5.1 Location of services

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

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

C3.4.5.2 Treatment of existing services

As per the Engineer's Instructions.

C3.4.5.3 Use of detection equipment for the location of underground services

Equipment to be used at the direction of the Engineer

C3.4.5.4 Damage to services

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

C3.4.5.5 Reinstatement of services and structures damaged during construction

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

C3.4.6 Site establishment

C3.4.6.1 Contractor's Camp site

The Contractor shall provide two suitable sites for his camp and for accommodating the work force. The choice of the sites 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.

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

C3.4.6.2 Water Supply

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

C3.4.6.3 Power Supply

The Contractor shall make his own arrangements.

C3.4.6.4 Ablution Facilities

The Contractor shall, at each construction area, provide sufficient portable chemical latrine units. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the approval of the engineer.

No separate payment shall be made for this requirement and the costs thereof shall be deemed to be included in the rates billed for the contractor's time-related obligations.

C3.4.6.5 Cellular Telephone

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

C3.4.6.6 Site Facilities required by the Engineer

One site office of approximately 20m², each complete with sufficient lighting and power points. Two desks, ten chairs, one conference table and two steel filing cabinets. Three carports for his exclusive use, a net shade cover will suffice. An ablution unit for his exclusive use.

One office for site meetings for 10 – 12 people.

Two carports for the engineers' exclusive use, with solid sheeting, not shade cover.

An ablution unit for his exclusive use.

The engineer does not require a separate office for his personnel.

C3.4.6.7 Storage and laboratory facilities

The Contractor shall make his own arrangement for Storage and Laboratory facilities and services to carry out his quality control.

C3.4.6.8 Other facilities and services

None.

C3.4.6.9 Vehicles and equipment

The Contractor shall make his own arrangement for vehicles and equipment required to carry out the work.

C3.4.6.10 Advertising rights

Not applicable.

C3.4.6.11 Notice boards

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

C3.4.7 Site usage

Not applicable.

C3.4.8 Permits and way leaves

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

C3.4.9 Alterations, additions, extensions and modifications to existing works

To be carried out with the instruction from the Engineer.

C3.4.10 Inspection of adjoining properties

Adjacent buildings and properties will be inspected before commencing with the works that have the

potential to damage surrounding buildings and property on the instruction of the Engineer and according to his requirements.

C3.4.11 Water for construction purposes

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

C3.4.12 Survey control and setting out of the works

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

Contract: HS 05-2025/26 - TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF ROADS AND STORMWATER INFRASTRUCTURE IN SOSHANGUVE EXTENSION FIVE (05), TWELVE (12) AND THIRTEEN (13) OVER A PERIOD OF 36 MONTHS.

Part C3: Scope of Work
Section C3.5 Management



CITY OF TSHWANE
HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: HS 05-2025/26

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE
CONSTRUCTION OF ROADS AND STORMWATER INFRASTRUCTURE
IN SOSHANGUVE EXTENSION FIVE (05), TWELVE (12) AND THIRTEEN
(13) OVER A PERIOD OF 36 MONTHS.**

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 4.2 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 in a more efficient manner.

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

9.2 of the General Conditions of Contract.

The approval by the Engineer of any programme shall have no contractual significance other than that the Engineer will be satisfied that the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme if required by circumstances. The Contractor is also referred to Clause 5.6 of the General Conditions of Contract when drawing up his programme.

2. Sequence of the works

The Contractor shall supply the proposed sequence of the works.

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.

4. Extension of time on account of abnormal rainfall

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



South African Weather Service
LEGEND

'AVE' represents the average rainfall for the month

'ST DEV' represents the standard deviation from the normal

$$s = \text{SQRT}(\text{SUM}(X^2)/n - (\text{AVE}(x) * \text{AVE}(x)))$$

'N DAY RAIN' represents the average number of rain days per month

'NUM MON' represents the number of months used in the calculation

'r1 r2' represents the average number of raindays in range r1 to r2 inclusive

'MAX R DAY' represents the maximum rainfall that occurred over a 24-hour period. (08:00-08:00)

'MAX RAIN DATE' represents the date on which the maximum 24 hour rainfall occurred

DATA FOR THE AVERAGE CALCULATION ARE NOT USED IF :

1. There are more than 5 consecutive days of accumulation
2. The data for certain days in the month unavailable
3. The accumulation period occurred at the end of a month

DATA FOR THE FREQUENCY CALCULATION ARE NOT USED IF :

1. Accumulation occurred in the month
2. The data for certain days in the month are unavailable

2009 2024 (Extracted 2024/08/20 08:25)

0550115 8 SOSHANGUVE Lat:-25.5280 Lon:28.1130 Height:1328 m

(TSWAING) ARS

MON	AVE	ST	N DAY	NUM	1	5.1	10.1	20.1	50.1	100.1	MAX R	MAX RAIN
MON		DEV	RAIN	MON	5	10	20	50	100	900	DAY	DATE
JAN	136.8	65.9	16.7	7	4	3	2.4	1.6	0.3	0	87.4	2011/01/03
FEB	105.7	60.2	14.7	6	4.2	2.7	1.2	1.2	0.3	0	87.6	2022/02/04
MAR	71.2	58.4	10.9	9	2.6	1.3	1.1	0.9	0	0.1	109	2018/03/22
APR	90	44	11.2	5	2.2	1.2	1.2	1.6	0.2	0	59	2024/04/06
MAY	30.4	35.7	4.6	7	0.7	0.7	0.7	0.4	0	0	31.2	2023/05/07
JUN	3.7	5.7	1	8	0.4	0.1	0.1	0	0	0	14.4	2016/06/12
JUL	1.6	4	0.9	9	0.1	0.1	0	0	0	0	8.2	2018/07/10
AUG	0.5	1	0.2	5	0.2	0	0	0	0	0	2.4	2011/08/15
SEP	10.7	15.7	2.1	10	0.8	0.3	0.3	0.1	0	0	26.4	2009/09/28
OCT	39.2	27.1	6.8	4	2.3	1	0.8	0.5	0	0	33.4	2021/10/07
NOV	78.1	42.9	11.9	7	3.1	1.3	1.1	1.1	0.1	0	54.2	2022/11/07
DEC	87.1	26.3	19.8	4	5.5	3.8	2	0.5	0	0	53.4	2012/12/10
YR	654.9		100.6		26	15.5	10.9	7.9	1	0.1		

Rainfall data from weather recording stations in the vicinity of the site was obtained from the South African Weather Services (SAWS) in Pretoria.

A 15-year term rainfall record from 2009 to 2024 was abstracted from station 0677802BX located in Soshanguve (Tswaing) ARS, approximately 24km from the proposed site. The Mean Annual

Precipitation (MAP) for the area based on this station is calculated as 654.9mm. Figure 1. shows the average annual monthly rainfall for the entire rainfall record.

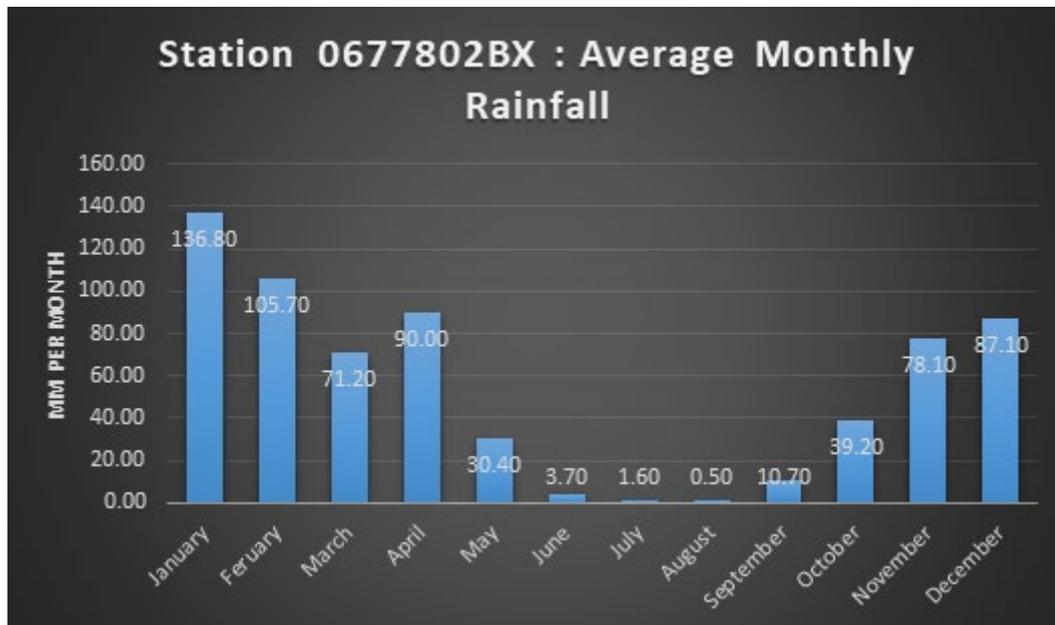


Figure 1: Average Annual Climatic Conditions

5. Community participation

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

The functions of the PSC will be to:

- Assist in monitoring the project.
- Ensure that the community aid the contractor to ensure that he can execute the contract in accordance with the specifications and within time.
- Encourage the community to participate in the Labour-Intensive construction.
- Identify skills, skilled personnel and suppliers in the towns.

The PSC will not have the power to:

- Give any instructions to the contractor, except through the engineer.
- Become involved in the daily operations of the contractor or interfere with the contract works.

A monthly meeting will be held with the PSC to discuss relevant matters. The site agent and resident engineer will attend the meetings. The contractor will have to report on progress, deviations from the

Part C3: Scope of Work
Section C3.5 Management

programme, financial matters community related aspects, general problems and co-operation at the meeting. The PSC members will not receive any remuneration for attending, and they must provide their own transport.

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

- (a) The Ward Councillors(s)
 - (b) The Client
 - (c) The Engineer
 - (d) The Contractor
 - (e) The CLO(s)
 - (f) Members of Ward Committees nominated by Ward Councillors(s)
 - (g) Local Security Company
- The Community Liaison Officer shall manage the labour desk and will have regular meetings with the Contractor where all construction and labour matters will be addressed. Some of the role players will only attend these meetings on an ad hoc basis as needed.
 - The Local Security Company shall be responsible for the safekeeping of all plant, materials, construction equipment and all personnel employed on the project, 24 hour a day, seven days a week from site handover to project completion.
 - The following aspects will have to be clarified by the labour desk before any person is engaged in construction work:
 - Contract of Employment
 - Type of Work
 - Duration of appointment
 - Workman's Compensation
 - Tax deduction
 - Insurance (UIF)
 - Wages and bonus and overtime regulations
 - Production pay-rate per unit of production
 - Working hours
 - Start and end times of a daily shift
 - Lunch breaks
 - Company policy regarding:
 - Rain time
 - No work no pay
 - Disciplinary policy
 - Grievance policy

- Method of payment and intervals
- Safety equipment where applicable
- The appointment of any local labour under this project will be the responsibility of the main contractor. All employee/employer issues will be ruled by the statutory labour relations' regulations as well as per the relevant contractual clauses.

6. Construction management service requirements

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

6.1 General

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

- a) comply with agreements made with the employer and the local community, if any, monitor and report on project expenditure and costs and construction progress, and co-ordinate site activities,
- b) advise, assist and train the supported contractor on the job in terms of the contract between the employer and the supported contractor and, if so required in the specification data, arrange for the supply of certain items of equipment and the supply and delivery to site of materials,
- c) remain impartial in his dealings with the employer and the supported contractor,
- d) engage, on behalf of and with the approval of the employer, specialist contractors to execute parts of the works and coordinate the work of supported contractors and the specialist contractors,
- e) cooperate with other professional service providers appointed by the employer,
- f) visit the site at appropriate intervals during the various stages of construction in order to confirm that the supported contractor is making satisfactory progress, that he shows technical competence in the execution of all aspects of the works and generally fulfils all contractual obligations,
- g) provide continuous support to the supported contractor in order to ensure that the employer's objectives are achieved,
- h) operate within any structured framework developed by the employer to enable interim payments to be made to supported contractors within relatively short time frames,
- i) provide site facilities for the employer and his agents, as provided for in the specification data,
- j) ensure the economic and efficient use of all plant and, to this end, maintain adequate records of plant usage,
- k) maintain detailed records of all costs relating to the construction of the works including those

relating to the provision of construction management services, and report to the employer at intervals not exceeding one month on the financial status of the contract, and

- l) assist supported contractors in registering with a public body, if required, in terms of the specification data.

6.2 Construction stage requirements

6.2.1 General

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

- a) attend site and coordination meetings conducted by the employer and his agents,
- b) arrange weekly or fortnightly site progress meetings with the supported contractor and record and distribute the minutes thereof,
- c) liaise with the employer at coordination meetings at regular, agreed intervals and keep him fully informed regarding all aspects of the supported contractors' contracts,
- d) confirm insurance arrangements, notify insurers of all claims and ensure that all insurance policies are maintained,
- e) bring to the attention of the employer without delay any deficiencies in materials or in work performed by the supported contractor and follow up corrective actions which might be prescribed,
- f) inspect all exposed services, report in writing any damage to the employer and, subject to the approval of the employer, take the necessary action to have the damage repaired,
- g) implement and monitor approved security arrangements and recommend and implement changes which might be necessary, where required by the employer in terms of the specification data, arrange for the supply and erection of suitable name boards,
- h) maintain and update the assets register,
- i) monitor the progress of the supported contractor and submit monthly progress reports to the employer which provide information relating to,
 - progress in relation to the programme,
 - costs incurred in respect of materials, labour, plant, transport, specialist contractors and construction management services,
 - the actual cash flow compared with the predicted cash flow,
 - expected savings or excess expenditure,
 - site meetings,
 - details of plant hired, including standing-time charges, breakdowns and reasons for the use thereof, and
 - details regarding the theft of materials issued to site,

- j) coordinate and monitor the activities of the supported contractor and others involved in the works,
- k) maintain all necessary site records and documentation including those pertaining to personnel on site, equipment, progress, deliveries of materials to supported contractors, variations to their respective contracts, quantities of work executed, etc.,
- l) ensure that the supported contractor implements a systematic testing programme,
- m) review and monitor the supported contractor's quality control systems,
- n) establish and maintain a list of defects and ensure that these are remedied,
- o) brief supported contractors on health and safety requirements, and
- p) verify claims for payment to supported contractors and other parties in accordance with the provisions of the contract.
- q) Provide a full-time **site agent**

6.2.2 Advice and assistance to the supported contractor

The construction manager shall, as a minimum,

- a) process and resolve supported contractors' queries regarding the interpretation of drawings, specifications and contractual matters pertaining to their respective contracts,
- b) motivate and guide supported contractors and, where necessary, recommend measures to expedite their progress,
- c) assist supported contractors with
 - the preparation and updating of a realistic and achievable programme,
 - the setting out of the works,
 - the management, administration and employment of their work forces,
 - the performance of their contracts,
 - all registrations required in terms of legislation and all applicable taxes and levies,
 - the preparation of payment certificates,
 - the handing over of the works to the employer upon completion, and
 - liaison with external organizations and the local community with regard to the works, and
- d) advise the supported contractor on safety measures which shall be implemented in order to comply with safety legislation.

6.2.3 Training

The construction manager shall, as a minimum,

- a) teach the supported contractors how to assess and order materials required for incorporation into the works,
- b) train, advise and guide supported contractors both in-house and on the job with regard to the

following aspects of the contract:

- the basic work techniques required to perform the contract;
 - the need to develop communication skills;
 - what is expected of a supported contractor;
 - health and safety requirements;
 - the need to execute appropriate tasks correctly the first time;
 - how to submit claims for payments;
 - how to control and motivate their work-forces;
 - the necessity for planning;
 - how to prepare and use construction programmes;
 - the relationship between tender pricing, productivity and profit; and
 - payment procedures for payments required in terms of the law, including all applicable taxes and levies, and
- c) act generally as a mentor to the supported contractor and facilitate, when appropriate, training of the supported contractor by other organizations.

6.2.4 Tools and equipment

The construction manager shall, as a minimum,

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

6.2.5 Materials (where materials management services are provided to supported contractors)

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

- a) provide the materials manager with a programme of materials requirements, based on the programmes of supported contractors, at the commencement of their respective contracts and

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

6.2.6 Post-construction stage requirements

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

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

7. Materials management service requirements

7.1 General

Part C3: Scope of Work
Section C3.5 Management

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

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

Contract: HS 05-2025/26 - TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF ROADS AND STORMWATER INFRASTRUCTURE IN SOSHANGUVE EXTENSION FIVE (05), TWELVE (12) AND THIRTEEN (13) OVER A PERIOD OF 36 MONTHS.

Part C3: Scope of Work
Section C3.6 Particular Specifications and Variations and Additions to the Standard Specifications



CITY OF TSHWANE
HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: HS 05-2025/26

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE
CONSTRUCTION OF ROADS AND STORMWATER INFRASTRUCTURE
IN SOSHANGUVE EXTENSION FIVE (05), TWELVE (12) AND THIRTEEN
(13) OVER A PERIOD OF 36 MONTHS.**

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

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

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

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

SERIES 0: GENERAL

SECTION 001: GENERAL REQUIREMENTS AND CHARGES

B001.04.01 Provision and Implementation of Health and Safety Plan Lump Sum

The tendered lump sum shall include **health and safety training, provision of personal protective clothing and equipment, provision of safety fences, signs and barricades** and other obligations not specifically covered here.

Add the following:

Price the item to allow for all labourers on site to wear the necessary protective clothing including an overall. All labourers must also wear a bright reflected jacket over their overall. On the front of the jacket (coat) the "City of Tshwane" name must appear with the City logo. On the back the letters "EPWP" must appear." Local labour to wear orange EPWP overalls.

Change the following:

B001.04.02 Provision of Health and Safety File Lump Sum

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

and regulations.

The payment will be made in four equal instalments when the value of all permanent work done, excluding escalation, reaches 25%, 50% and 75% of the Tender Price. The final payment will be made when a consolidated health and safety file is handed to the client on completion of the works.

B001.04.05 Provision of Health and Safety Training **Lump Sum**

The tendered lump sum shall include **full compensation for the provision of training programs for the Contractor's employees** and also, where applicable, for sub-contractors.

Eighty per cent (80%) of the amount will be paid when the contractor's personnel and sub-contractors, where relevant, have received health and safety training. A further 10% will be paid when the value of all work done, excluding escalation, exceeds one-half of the Tender Price, and the remaining 10% will be payable when the completion certificate has been issued.

B001.05 Community Liaison Officer **Provisional Sum**

The Provisional Sum shall include full compensation for the appointment of a community liaison officer for the duration of the contract works.

Payments shall be made in monthly instalments for the number of months one or more community liaison officer is employed.

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

Payment shall be made in monthly instalments for the number of months the community liaison officer is employed. Rate will be the City of Tshwane's minimum T5 monthly level 1 notch. Annual rate increase depends on annual approved City of Tshwane salary increases

B001.04.08 Implementation of Health and Safety Obligations

Change the following:

"Item	Description	Unit
B001.04.08.01	Implementation of Health and Safety Obligations	Lump Sum

The tendered lump sum shall include **entry-medical screening and exit-medical screening** and other obligations not specifically covered here for the main contractor and subcontractors appointed on this contract.

Price the item to allow for all labourers on site to wear the necessary protective clothing including an orange overall. All labourers must also wear a bright reflected jacket over their overall. On the front of the jacket (coat) the “City of Tshwane” name must appear with the City of Tshwane logo. On the back the letters “EPWP” must appear. The contractor needs to provide personnel with an identification card in order to ensure that everybody on site can be identified at all times. All vehicles and plant will have stickers on, that indicates that the contractor is appointed by City of Tshwane to execute the work.

The above obligations shall be applicable to the main contractor and subcontractors appointed on this contract.

The monthly rate will be paid per month pro-rata to the contractor’s progress percentage on site.”

Change the following:

“Item	Description	Unit
B001.04.08.02	Compliance with Environmental Management Obligations	Lump Sum

The rate of pay shall include formulation and compliance with an approved Environmental Management plan for the duration of the project per month of construction activities The above obligations shall be applicable to the main contractor and subcontractors appointed on this contract.

The monthly rate will be paid per month pro-rata to the contractor’s progress percentage on site.”

B001.04.09 Provision of Environmental Control Officer (ECO)

Add the following:

“Item	Description	Unit
B001.04.09	Provision of Environmental Control Officer (ECO)	Months

The unit rate tendered shall include full compensation for the provision of a competent and experienced environmental officer, full-time for the duration of the construction work. The payment for a full-time safety officer will be made per month on the project.

B001.05: Community Liaison Officer

Change the following:

“Item	Description	Unit
B001.05.01	Community Liaison Officer	Prov. Sum
B001.05.02	Percentage on item B001.05.01 for charges and profit	Percentage (%)

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

Payment shall be made in monthly instalments for the number of months the community liaison officer is employed. Rate will be the City of Tshwane's minimum T5 monthly level 1 notch. Annual rate increase depends on annual approved City of Tshwane salary increases.

B001.08 Accredited training

Add the following:

"Item	Description	Unit
B001.08.01	Accredited training for Labourers	Prov.Sum
B001.08.02	Percentage on item B001.08.01 for charges and profit Provision of (%)	Percentage

The contractor must obtain and submit three (3) quotations from accredited service providers. In collaboration with the CLO, they will select one service provider. The chosen service provider will be required to deliver accredited training to at least 30 local labourers. The training type will be selected from the options listed in section C.3.3.2.1, although other options may also be considered.

Payment will be made upon completion of the training and once the certificates have been distributed to the recipients.

B001.9	Cost of Survey in terms of the Land Survey Act	Unit
B001.9.01	Trigonometrical Survey and Plot boundary pegs, Verify Benchmarks and Nodes Mark and Record Critical levels During Construction and As-Built	Months

The Engineer will provide survey beacons (of adequate type and in sufficient quantity) as benchmarks and instruct the Contractor to appoint a professional registered land surveyor. From information provided on drawings issued by the Engineer, the Contractor shall be responsible to provide all positions and levels, of all intermediate points required for proper control of the works. As benchmarks may be disturbed during the execution of the works, all levels and setting-out pegs shall be referred to at least two benchmarks. The contractor will ensure that all works are set out from existing survey beacons by a professional registered land surveyor as instructed by the Engineer. The setting out data, including the elevation (obtain x, y, z coordinates) from these pegs shall be submitted to the Engineer evaluate final natural ground levels (NGL) prior to the commencement of excavations. The contractor shall be responsible to Mark and Record Critical levels During Construction and As-Built

Preservation and replacement of beacons and pegs will be subject to the Land Survey Act, 1927 (Act No 9 of 1927).

Item B001.10.01 shall be as per the engineer's instruction in accordance with the site instruction, the provisional sum item shall be paid in accordance with the provisions of the general conditions and pricing data.

Payment for item B001.10.01 will be inclusive costs for a professional registered land surveyor to place erf boundary pegs as instructed by the Engineer.

B001.10 Appointment of Local Security Company Months

The lump sum tendered shall include full compensation for the appointment of a local (Grade C at night and Grade D during the day) security company for the duration of the project.

Payments shall be made in equal monthly instalments, spread over the tendered completion period, upon proof of payment to the local security company. In the event of the construction period exceeding the tendered completion period and no extension of time been granted, the Contractor shall still pay the local security company the specified remuneration but shall not be reimbursed there for.

Item B001.11: Contract notice board

Add the following pay item:

Item	Unit
B001.11 Contract Notice Board	number (no)

Payment of the rate tendered shall be in full compensation for the provision, erection, maintenance and dismantling and removing of the contract notice board.

The contractor shall supply and erect, at points to be designated by the Engineer, one name boards confirming to the City of Tshwane standard detail drawings as amended from time to time. The description of the project, name and titles of the employer, Engineer and contractor to be painted on the boards shall be as shown on this drawing. The contractor shall remove the one-name boards upon issue of a final completion certificate by the Engineer or when instructed earlier by the Engineer.

The contractor shall in addition keep the name boards in good repair for the duration of the contract or until instructed by the engineer earlier than the final completion of the contract. Eighty percent (80%) of the amount will be paid after the name boards has been erected and the remaining 20% when the contractor removes the name board, after completion of the works

SECTION 002: ENGINEER'S ACCOMODATION

Measurement and Payment

Change the following:

B002.01.01 Services for offices and laboratories Months

Payment of the tendered rate shall be in full compensation for the services specified. Payments will be made in monthly instalments for the number of months the services is required on one or more projects.

B002.02 Treatment and maintenance of areas Months

or tunnel shall be measured.

The tendered rate shall include full compensation for leaving the timbering and shoring permanently in position, for ensuring that the timbering and shoring will not be disturbed during backfilling, and that the backfilling is compacted fully around the shoring.”

SECTION 203: MASS EARTHWORKS

B203.03 : Excavate and Spoil of

Add the wording to the items as follows:

“Item	Description	Unit
B203.03.01	Soft Material	m ³

The tendered rate shall include full compensation for excavation and spoiling to designated area identified by the contractor include full haulage. Spoil Area to comply with all environmental regulations.

“Item	Description	Unit
B203.03.02	Intermediate Material	m ³

The tendered rate shall include full compensation for excavation and spoiling to designated area identified by the contractor include full haulage. Spoil Area to comply with all environmental regulations.

“Item	Description	Unit
B203.03.03	Hard Material	m ³

The tendered rate shall include full compensation for excavation and spoiling to designated area identified by the contractor include full haulage. Spoil Area to comply with all environmental regulations.

SERIES 5: DRAINAGE AND EROSION PROTECTION

Item	Unit
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502.22 Extra over items 502.01 and 502.21 for using backfill material obtained

Add the following:

“Material obtained from excavations required for this project will not be regarded as imported material and no extra over payment will be applicable to pay items 502.01 or 502.21.”

SERIES 6: ROADS AND PARKING AREAS

SECTION 601: GRAVEL PAVEMENT LAYERS

02 DEFINITIONS

Replace the contents of this Clause B02 with the following:

“For the purpose of this section in particular and these Specifications in general, the following words and

expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

(a) Subgrade

The layer or layers of gravel material of specified dimensions on top of the fill or embankment and below the sub base. The material may include construction-bed material compacted in situ. (Construction bed is defined in section 203.)

(b) Selected

The layer of material of specified dimensions on top of the subgrade and below the sub base.

(c) Sub base

The layer of material of specified dimensions on top of the selected and below the base and, where applicable, below the shoulders.

(d) Base

A layer of material of specified dimensions constructed on top of the sub base or, in the absence thereof, on top of the subgrade."

Item	Unit
-------------	-------------

601.02 Gravel layers constructed from material obtained from borrowpits

Delete the word "borrow pit" from Item 601.02 and replace with "Commercial Sources".

Replace "Subgrade" from Item 601.02.01 with "Selected Subgrade"

Delete fourth paragraph under Item 601.02.

Delete the word "excavations" from Item 601.03 and replace with "excavations and/or stockpile".

SERIES 6: ROADS AND PARKING AREAS

SECTION 604: STABILIZATION

B02 MATERIALS

B604.02.01 Chemical stabilizing agents

(b) Cement

Add the following:

"Cement shall comply with the relevant requirements of EN 197.

The use of strength classes greater than 32.5 MPa (CEM II) shall not be permitted."

Requirements for Chemically Stabilized Layers

Part C3: Scope of Work
Section C3.6 Particular Specifications and Variations and Additions to the Standard Specifications

Classification	C1	C2	C3	C4
Material before treatment	At least G2 quality	At least G4 quality	At least G5 quality	At least G6 quality
PI after treatment	Non-plastic	Non-plastic	6 max. *(1)	6 max. *(1)
UCS (MPa) *(2)	6 min.	4 min.	1,5 min.	0,75 min.
ITS (kPa) *(3)	-	-	250 min.	200 min.
WDD (% loss)	5 max.	0 max.	20 max.	30 max.

Note * (1) for materials derived from the basic crystalline rock group, the Plasticity Index after stabilisation shall be non-plastic.

* (2) Unconfined Compressive Strength @ 100% Mod AASHTO density

* (3) Indirect tensile Strength @ 100% Mod AASHTO density

* (4) Wet/Dry Durability according to Method B 8110"

B03 CHEMICAL STABILIZATION

B03.08 Construction limitations

Add the following after the third paragraph:

"No stabilisation shall be done with falling air temperatures when the air temperature falls to below 7°C or during rising air temperatures, when the air temperature is below 3°C."

In Table 604/1, *delete* "10 hours" for CEM I, CEM II, CEM III or cement-slag / lime-slag and *replace* with the following:

"6 hours".

MEASUREMENT AND PAYMENT

"Item	Unit
B604.02.01 Cement	t (ton)

Add the following after "Cement"; CEM II B-V 32.5 N.

B3502 CHEMICAL STABILIZATION

B03.01 Preparing the layer

Add the following:

"Certain sections will require pre-pulverising before the stabilizing agent is added. The layer shall be mixed (prior to stabilizing) to the depth as indicated on the drawings and shaped and lightly compacted before the stabilizing agent is spread."

B03.02 Applying the stabilizing agent

Add the following to this sub clause:

Part C3: Scope of Work
Section C3.6 Particular Specifications and Variations and Additions to the Standard Specifications

"The minimum rate of application shall be 2.08% and the nominal rate is 2.5% by mass per mass of the specified stabilizing agent such that a G5 material will meet the requirements for a C3 quality material as specified after stabilization. The Engineer may order an increased rate of application. The spreading of stabilizing agent shall be done by placing sacks along the road and spreading by hand using rubber squeegees. Sacks which have become damaged or wet shall not be used and such sacks shall be replaced at the Contractor's cost."

B03.03 Mixing in the stabilizing agent

Add the following:

"The Contractor shall prepare a trial section for each type of material without any extra payment to demonstrate his proposed mixing process before extensive mixing commences.

After approval has been obtained, the mixing process and equipment shall remain unaltered unless otherwise instructed by the Engineer.

The fact that the Engineer has approved the mixing process shall not relieve the Contractor of his obligations in respect of the mixing specified elsewhere in the Specifications. It will serve only as a guideline to ensure that the specified mixing requirements can actually be met."

B03.08 Construction limitations

In Table 604/1, delete "8 hours for ordinary Portland cements and cement blends" and replace with "6 hours".
Add the following:

"No stabilization shall be carried out during falling temperatures when the ambient air temperature falls below 7 °C or during rising temperatures when the ambient air temperature is below 3 °C.

The surface temperature of a compacted stabilized layer should not fall below 1 °C during the first three days after stabilization. The Contractor shall refrain from stabilizing when such temperatures become probable. When a sudden unforeseen temperature drop to a level below this limit occurs, the stabilized layer shall be covered with the next layer as soon as possible.

No spreading of stabilizing agent shall be done if wind speed exceeds 6m/s.

Moisture content tests shall not be undertaken more than one day in advance of in-situ stabilization

operations. Care shall be taken to ensure that samples are representative of the in-situ material. Checks shall be conducted when wet weather occurs between initial testing and work commencing on any section.

The Contractor shall make allowance for these requirements in his construction programme, and no claims in this connection will be considered."

SERIES 6 ROADS AND PARKING AREA

SECTION 612 TRAFFIC SIGNS

B09 MEASUREMENT AND PAYMENT

Add the following measurement item:

Item	Description	Unit
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B0612.07 Traffic signs erected complete (Statutory signs, street names, etc supplied and erected complete)

B0612.07.01. (Description and type of material indicated) No

B0612.07.02 Etc for other elements and types of material No

Supply and install traffic signs complete according to the Standard Construction Details for Roads and Stormwater Systems, latest copy can be obtained from The City of Tshwane offices (225 Madiba Street, Capitol Towers, First Floor A Block) This includes for, but to limited to, excavation and backfilling for sign supports; galvanized steel supports; sign boards with painted background, symbol, lettering and borders in Engineering-grade retro-reflective material with signboards, filling, reflectors, etc.

SECTION 810: PROVISIONAL SUMS

01 SCOPE

02 GENERAL

03 MEASUREMENT AND PAYMENT

01 SCOPE

This section covers the listing of Provisional Sums items in accordance with Conditions of Contract Clause 6.6, and allocation of provisional budgets to cater for such work/resources which cannot be quantified in specific units in the schedule of quantities at tender stage.

02 GENERAL

No provisional sums shall be undertaken unless written authorization has been obtained from the Employers Agent.

Where provisional sums have been instructed by the Employers Agent, the Contractor shall submit the supporting documentation as proof of work performed for such work/resources. In addition to that which has been mentioned in Conditions of Contract Clause 6.6, the supporting documentation shall include, but not limited to, delivery slips, invoices, proof of payment, etc. Failure to comply with the terms of this clause will result in non-payment for such provisional sums.

03 MEASUREMENT AND PAYMENT

B810.01	Accredited training courses for selected local and other labourers	Prov sums
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A Provisional Sum has been included in Section 810 for payments to be made to specialists for the training of unskilled or semi-skilled persons in industry accredited management and generic skills. Payment to the Contractor will be based on invoices approved by the Employer and certified by the Employers Agent and issued by training specialists to the Contractor for work undertaken in terms of this item. Only temporary staff employed from the local community shall be eligible for training.

In addition to the above amount, provision is made in Section 810.03.01 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in the Conditions of Contract.

SERIES 8: SPECIFIC WORKS

SECTION B811: DAYWORKS

- 01 SCOPE**
- 02 GENERAL**
- 03 MEASUREMENT AND PAYMENT**

01 SCOPE

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

02 GENERAL

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

Where dayworks have been instructed by the Employers Agent, the Contractor shall submit the returns to the Employers Agent for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed.

Daywork returns shall be submitted on forms according to the Employers Agent's standard format. Failure to comply with the terms of this clause will result in non-payment for such dayworks.

03 MEASUREMENT AND PAYMENT

Item		Unit
B811.01	Labour during normal working hours	hour (h)
B811.02	Construction Plant (Plant type size / capacity indicated)	hour (h)
B811.03	Transport of Construction Plant (Transport type size / capacity indicated)	kilometre (km)
B811.04	Special Water Control	Sum

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

Personnel during normal working hours

The unit rate for item B811.01 shall be the hourly cost per the labourer type. The hourly rate per labour type shall include for all costs to company related to such labourer. This includes for, but not limited to, Leave pay, bonuses, subsistence, allowances, employer's contribution to medical schemes and provident funds, taxes, UIF and the like.

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

Construction Plant

The unit rate for item B811.02 shall be the hour for the item of plant. The rates tendered for the hire of plant shall be applicable only to plant that the Contractor has on the site and shall be total all-inclusive unit prices which shall include, but not limited to, for all fuel and lubricants; for the Cost to company wages of operators, equipment and everything else necessary for the operation of the plant; for all depreciation, maintenance and repair costs; for overhead expenses, profit and for everything in accordance with Clause 6.5 of the General Conditions of Contract.

The rates shall be paid only for the time that the plant is actually working on the Dayworks as authorised by the Employers Agent.

Transport of Construction Plant

The unit rate for item B811.03 shall be for the kilometre distance that the vehicle travelled for transporting plant/goods. The billed rate for item B811.03 shall include, but not limited to, full compensation for the cost of the vehicle including fuel, maintenance, depreciation and running costs (including the operator cost to company costs) and all costs related to the loading and unloading of the plant/goods onto and off the vehicle.

Special Water Control

Unless specified, the rates tendered and paid for excavation and the construction of any subsurface structure shall include for dewatering as may be necessary.

This includes Temporary Drainage Works where the Contractor shall construct the necessary temporary drainage works such as side drains, catchwater drains, mitre drains, culverts, etc. to deal adequately with any surface run-off. Any suitable prefabricated culverts salvaged from an existing road or an abandoned temporary deviation may be re-used if in a good condition and approved by the Employers Agent. No separate payment shall be made for the temporary drainage works and the costs shall be included in the tender, unless specifically allowed for in the Schedule of Quantities.

The Contractor is to note in particular the working conditions for this project, and that some groundwater may be present. The rates tendered and paid for all items under this contract shall include for dewatering any excavation and handling of all surface water, groundwater and saturated conditions. All stormwater related issues shall be accommodated by the contractor. This includes, and limited to, all expenses related to delays, damages, insurances, re-work, preventative measures to accommodate the construction of the stormwater channels and culverts.

Contract: HS 05-2025/26 - TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF ROADS AND STORMWATER INFRASTRUCTURE IN SOSHANGUVE EXTENSION FIVE (05), TWELVE (12) AND THIRTEEN (13) OVER A PERIOD OF 36 MONTHS.



Part C3: Scope of Work
Section C3.7 Preferences to the Scope of Works in Terms of the Occupational Health and Safety Act and Regulations:
Health and Safety Specification

CITY OF TSHWANE
HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: HS 05-2025/26

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE
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**C3.7 REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS:
HEALTH AND SAFETY SPECIFICATION**

Part C3: Scope of Work

Section C3.7 Preferences to the Scope of Works in Terms of the Occupational Health and Safety Act and Regulations:

Health and Safety Specification

Index

REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS: HEALTH AND SAFETY SPECIFICATION

INDEX

Item	Description	Page No
1.	SCOPE	C3.7.1
1.1	Scope of Specification	C3.7.1
1.2	Philosophy.....	C3.7.1
1.3	Consultant OHS Inspector	C3.7.2
2.	INTERPRETATIONS	C3.7.7
2.1	Supporting specifications.....	C3.7.2
2.2	Application	C3.7.3
2.3	Definitions.....	C3.7.3
2.4	Duties, responsibilities and liabilities.....	C3.7.15
3.	GENERAL REQUIREMENTS OF HEALTH AND SAFETY PLAN	C3.7.15
3.1	Outline of Response Plan.....	C3.7.15
3.2	Outline of Health and Safety Plan.....	C3.7.17
4.	SCOPE OF WORK.....	C3.7.19
5.	LOCATION OF THE WORKS	C3.7.19
6.	RISK MANAGEMENT	C3.7.19
	General.....	
7.	Forms of Risk Assessment.....	C3.7.20
7.1	Methodology for the Preparation of Risk Assessments.....	C3.7.20
7.2	Elements of a Risk Assessment	C3.7.21
7.3	.....	C3.7.22
7.4	BASELINE RISK ASSESSMENT.....	C3.7.27
	Purpose	
8.	Scope.....	C3.7.27
8.1	Normative Reference.....	C3.7.27
8.2	Baseline Risk Assessment.....	C3.7.27
8.3	.....	C3.7.28
8.4	INCIDENT MANAGEMENT	C3.7.28

Part C3: Scope of Work

Section C3.7 Preferences to the Scope of Works in Terms of the Occupational Health and Safety Act and Regulations: Health and Safety Specification

Index

Item	Description	Page No
9.	RESOURCES	C3.7.34
	General.....	
10.	Employees.....	C3.7.34
10.1	Plant, Vehicles and Equipment	C3.7.34
10.2	.....	C3.7.35
10.3	MEDICAL FITNESS OF EMPLOYEES	C3.7.38
11.	EMPLOYEE FACILITIES	C3.7.39
12.	MATERIALS	C3.7.39
	General.....	
13.	Fall Protection Equipment	C3.7.39
13.1	Scaffolding	C3.7.39
13.2	Use and temporary storage of flammable liquids on construction sites.....	C3.7.39
13.3	Stacking and storage.....	C3.7.40
13.4	Personnel Safety Equipment and Facilities.....	C3.7.40
13.5	First Aid, Emergency Equipment and Procedures.....	C3.7.40
13.6	.....	C3.7.40
13.7	CATEGORIES OF WORK	C3.7.40
	General.....	
14.	Site Clearance	C3.7.41
14.1	Earthworks.....	C3.7.42
14.2	Concrete.....	C3.7.42
14.3	Welding, flame cutting, grinding, soldering or similar operations.....	C3.7.45
14.4	.....	C3.7.46
14.5	IMPLEMENTATION OF CONTRACTOR’S HEALTH AND SAFETY PLAN	C3.7.46
	General.....	
15.	Administrative Systems.....	C3.7.46
15.1	Reporting Systems	C3.7.46
15.2	Training	C3.7.46
15.3	Safety Meetings	C3.7.46
15.4	Inspections and Monitoring.....	C3.7.47
15.5	.....	C3.7.47
15.6	AUDITING	C3.7.47
	Internal Audits	
16.	Audits by Employer of Safety Agent	C3.7.48
16.1	.....	C3.7.48
16.2	MEASUREMENT AND PAYMENT	C3.7.49
	Measurement and payment	

Part C3: Scope of Work

Section C3.7 Preferences to the Scope of Works in Terms of the Occupational Health and Safety Act and Regulations:
Health and Safety Specification

Index

Item	Description	Page No
17.		C3.7.49
17.1		C3.7.49

ANNEXURES

Annexure 1 Appointment letters

- 1.1 Appointment of Assistant Construction Supervisor
- 1.2 Appointment of Construction Site Health and Safety Officer
- 1.3 Appointment of Construction Vehicle and Mobile Plant Inspector
- 1.4 Appointment of Subcontractor
- 1.5 Appointment of Construction Supervisor
- 1.6 Appointment of Excavation Work Supervisor
- 1.7 Appointment of Risk Assessor

Annexure 3 Identified Health and Safety Hazards

C3.7 REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS: HEALTH AND SAFETY SPECIFICATION

1. SCOPE

1.1 Scope of Specification

This specification covers the principles, duties, responsibilities, liabilities, and requirements applicable in respect of health and safety in the workplace on construction work.

This document constitutes the Employers' Health and Safety Specification as defined in Section 5(1)(b) of the Construction Regulations, 2014 of the Occupational Health and Safety Act (Act 85 of 1993).

1.2 Philosophy contingencies

Some of the terms and requirements of the Occupational Health and Safety Act and its Regulations may be novel to Contractors. This specification has therefore been prepared as an instructive guideline without being prescriptive, constraining the competitive advantage or interfering with the legal obligations of the responding parties.

The Health and Safety Plan required in terms Section 7(1)(a) of Construction Regulation 2014 as well as this specification may also be novel to Contractors. This specification has therefore been prepared in such a way to allow Contractors to employ the services of specialist consultants for the preparation and implementation of the same during the construction of the Works.

Health and safety can only be assured on construction works if all stakeholders buy into the Health and Safety plan and when the health and safety of all is an integrated line accountability of all management staff and workers on site. The management systems that are provided for in this specification is to enable the performance statistics of health and safety to be regularly captured, the intention of these systems is not to achieve health and safety by policing the conduct of the Contractor's employees but rather to ensure legal and regulatory compliance.

In addition to ensuring health and safety, the intention of the management system is rather to commercially exploit the benefit of doing things right the first time that goes hand in hand with the highest standard of health and safety performance. Accidents and injuries never pay. The loss of production and the cost of injuries, however, relatively infrequent they may be, far outweigh the effort required to maintain the highest standard of health and safety on any construction project.

The specification accordingly provides for:

- a) Independent periodic audits to ensure an unbiased pursuit of health and safety,

C3.7: References to the Scope of Works
Health and Safety Specifications

- b) Follow-up audits to ensure the implementation of prescribed remedial actions,
- c) The review of the efficiency and effectiveness of the Contractor's Health and Safety Plan,
- d) The preparation of regular reports of inspections and accidents to enable the tracking of changes in health and safety performance,
- e) The monitoring of conditions on a continuously pro-active basis to ensure that hazards are without delay identified, assessed and remedied should it threaten the health and safety of persons and property,
- f) Ad hoc inspections to ensure that health and safety is pursued with dedication and not out of intimidation or coercion, and
- g) Development of all aspects of the Contractor's Health and Safety Plan.

The fundamental intention of this specification is that the preservation of health and safety will become a core value of all involved during the construction of the Works.

This Specification does not require the preparation of an unduly extensive or complex risk assessment. The Contractor should rather prepare a risk assessment which takes the size of the project, the size of the Contractor's organization, the conditions of the workplace and the nature, complexity and significance of the hazards likely to be encountered during the execution of the Works into account. All risk assessments must be done in accordance with Section 9 of Construction Regulation 2014.

1.3 Consultant OHS Agent

Bašumi Engineering and SHEQ services will be representing the client/client's agent as their Occupational Health and safety agent in accordance with Section 5(6) of the Construction Regulations of 2014.

2. INTERPRETATIONS

2.1 Supporting specifications

Where this specification is required for a project, the following legislation, regulations, and specifications (as amended) shall, inter alia, form part of the contract document:

- a) Occupational Health and Safety Act, (Act 85 of 1993), and all regulations associated with the scope of works which shall include, but shall not be limited to the following:
 - Construction Regulations, 2014.
 - General Safety Regulations, 1986.
 - General Administrative Regulations, 2003,
 - Driven Machinery Regulations, 2015,
 - Environmental Regulations for Workplaces, 1987.
 - Facilities Regulations, 2004.
 - Noise-Induced Hearing Loss Regulations, 2003
- b) Clauses 4.5.2, 4.6, 4.7 and 4.8 of the Contract Data.

- c) Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005, of City of Tshwane Metropolitan Municipality.

2.2 Application

This specification contains specific clauses of various regulations that are applicable to the scope of work under the provisions of the Occupational Health and Safety Act, (Act 85 of 1993) and its Regulations, in particular the Construction Regulations, 2014 promulgated on 07 February 2014 in terms of Section 43 of the OHS Act.

2.3 Definitions

In the Contract (as defined in clause 1. (1)(e) of the Conditions of Contract) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- (a) "Assistant Construction Supervisor" means a competent person appointed in accordance with Section 8(8) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (b) "Batch Plant/Bulk Mixing Plant Supervisor" means a competent person appointed in accordance with Section 20(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (c) "Construction Health and Safety Officer" means a competent person appointed in accordance with Section 8(5) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (d) "Construction Supervisor" means a competent person appointed on a full-time basis in accordance with Section 8(7) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (e) "Construction Vehicles & Mobile Plant Operator" means a competent person appointed in accordance with Section 23(1)(d) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (f) "Contractor" means the natural or juristic person or partnership whose tender has been accepted by or on behalf of the Employer and, who is defined as the Principal Contractor in Section 5(1)(k) of the Construction Regulations, 2014.
- (g) "Demolition Work Supervisor" means a competent person appointed in accordance with Section 14(1) of the Construction Regulations, 2014, in writing by the Contractor with written notification to the Engineer.
- (h) "Employer's Designer" means the natural or juristic person or partnership named in the Appendix to Tender or any other natural or juristic person or partnership appointed from time to time by the Employer for the design of the portion of the Permanent Works which the Employer is responsible to design in terms of this Contract.
- (i) "Contractor's Designer" means the natural or juristic person or partnership appointed from time to time by the Contractor and notified in writing to the Engineer and Employer for the design of the

C3.7: References to the Scope of Works
Health and Safety Specifications

portion of the Permanent Works which the Contractor is responsible to design in terms of this Contract, and for the design of the Temporary Works.

- (j) “Electrical Temporary Installation Inspector” means a competent person appointed in accordance with Section 24(d) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (k) “Employer” means the natural or juristic person or partnership for whom the Works are to be executed, who is named as the Employer in the Conditions of Contract and who is known as the “Client”, in the Occupational Health and Safety Act, 1993 and its regulations.
- (l) “Engineer” means the natural or juristic person or partnership named as the “Employer’s Agent” in the Conditions of Contract (clause 1.1.1.16) and appointed by the Employer to act as the Engineer in terms of this Contract.
- (m) “Engineer’s Representative” means the person appointed by the Engineer in terms of Clause 1.1.1.17 of the Conditions of Contract.
- (n) “Excavation Work Supervisor” means a competent person appointed in accordance with Section 13(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (o) “Explosive Powered Tools Issuer” means a competent person appointed in accordance with Section 21(2)(g)(i) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (p) “Fall Protection Developer” means a competent person appointed in accordance with Section 10(1)(a) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (q) “Fire Extinguisher Inspector” means a competent person appointed in accordance with Section 29(h) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (r) “Temporary Works Designer” means a competent person appointed in accordance with Section 12(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (s) “Temporary Works Supervisor” means a competent person appointed in accordance with Section 12(2) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (t) “Hazard” means any object, action or condition that can potentially harm the health and safety of persons or property.
- (u) “Hazard Identification” means the identification and documenting of existing or expected hazards.
- (v) “Health and Safety Consultant” means the natural or juristic person or partnership appointed by the Contractor to assist in any matters related to health and safety on the construction site.
- (w) “Health and Safety Plan” means a documented plan, prepared by the Contractor, of work procedures to mitigate, reduce or control hazards identified.
- (x) “Health and Safety Specification” means a documented specification of all health and safety requirements and criteria to mitigate, reduce or control hazards identified.
- (y) “Health and Safety Representative” means the person/s designated in accordance with Section 17 of the Occupational Health and Safety Act.

C3.7: References to the Scope of Works
Health and Safety Specifications

- (z) "Ladder Inspector" means a competent person appointed in accordance with Section 13A (1) of the General Safety Regulations, in writing by the Contractor, with written notification to the Engineer.
- (aa) "Material Hoist Inspector" means a competent person appointed in accordance with Section 19(8)(a) of the Construction Regulations, 2014 in writing by the Contractor, with written notification to the Engineer.
- (bb) "Method Statement" means a document detailing the key activities to mitigate, reduce or control hazards identified.
- (cc) "Professional Engineer" means any person employed from time to time by either the Employer or Contractor who holds registration as either a Professional Engineer or Professional Certificated Engineer under the Engineering Profession Act, 2000 (Act No. 46 of 2000).
- (dd) "Professional Technologist" means any person employed from time to time by either the Employer or Contractor who holds registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000).
- (ee) "Risk" means the likely occurrence and impact of a hazard.
- (ff) "Risk Assessment" means a program carried out to identify and evaluate the likely occurrence and impact of all hazards.
- (gg) "Risk Assessor" means a competent person appointed in accordance with Section 9(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (hh) "Safety Agent" means a competent natural or juristic person or partnership named in the Appendix to Tender or any other person appointed from time to time by the Employer and notified in writing to the Contractor to act on behalf of the Employer for the purposes of this specification.
- (ii) "Scaffolding Supervisor" means a competent person appointed in accordance with Section 16(2) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (jj) "Stacking Supervisor" means a competent person appointed in accordance with Section 28(a) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (kk) "Subcontractor" means the natural or juristic person or partnership who is appointed by the Contractor with prior consent of the Engineer to execute certain tasks associated with the Works and who is also an employer as defined in section 1 of the Occupational Health and Safety Act.
- (ll) "Suspended Platforms Supervisor" means a competent person appointed in accordance with Section 17(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.

2.4 Duties, responsibilities, and liabilities

2.4.1 Principal Parties

This section covers the duties, responsibilities, and liabilities of the following principal parties:

- Employer
- Employer's Safety Agent
- Contractor
- Subcontractor

C3.7: References to the Scope of Works
Health and Safety Specifications

- Employer's Designer
- Contractor's Designer

The duties and responsibilities of the various principal parties are briefly summarized below (the numbers indicated correspond to the applicable regulation number in the Construction Regulations, 2014). The intention of the summary is not to replace the Regulations but is included for indicative purposes. The liabilities of each party are also shown.

a) Employer

In addition to the duties, responsibilities and liabilities specified in the Conditions of Contract, the Employer shall have the following duties and responsibilities to ensure compliance with the Construction Regulations, 2014:

5.(1) A client must –

- prepare a baseline risk assessment for an intended construction work project;
- prepare a suitable, sufficiently documented and coherent site-specific health and safety specification for the intended construction work based on the baseline risk assessment contemplated in paragraph (a);
- provide the designer with the health and safety specification contemplated in paragraph (b);
- ensure that the designer takes the prepared health and safety specification into consideration during the design stage;
- ensure that the designer carries out all responsibilities contemplated in regulation 6;
- include the health and safety specification in the tender documents;
- ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures;
- ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely;
- take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with these Regulations;
- ensure before any work commences on a site that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993);
- appoint every principal contractor in writing for the project or part thereof on the construction site;
- discuss and negotiate with the principal contractor the contents of the principal contractor's health and safety plan contemplated in regulation 7(1), and must thereafter finally approve that plan for implementation;
- ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor;

C3.7: References to the Scope of Works
Health and Safety Specifications

- (n) take reasonable steps to ensure that each contractor's health and safety plan contemplated in regulation 7(1)(a) is implemented and maintained;
- (o) ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
- (p) ensure that a copy of the health and safety audit report contemplated in paragraph (o) is provided to the principal contractor within seven days after the audit;
- (q) stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site;
- (r) where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate resources available to the principal contractor to execute the work safely; and
- (s) ensure that the health and safety file contemplated in regulation 7(1)(b) is kept and maintained by the principal contractor.

In terms of Clause 4.6 of the Contract Data, the Contractor accepts sole liability as mandatory for due compliance in accordance with Section 37(2) of the Occupational Health and Safety Act, (Act 85 of 1993) and all regulations associated with the scope of work for which the contractor have been appointed. The Employer will be responsible for the duties imposed on the Employer in terms of the OHS Act and relevant regulations.

b) Employer's Safety Agent

Where the Employer decides to appoint an agent in accordance with either Section 5(5) or Section 5(6) of the Construction Regulations, 2014, the duties and responsibilities as imposed by these regulations upon the Employer shall as far as reasonably practicable apply to his Safety Agent.

c) Contractor

In addition to the duties, responsibilities and liabilities specified in the Conditions of Contract, the Contractor shall have the following duties and responsibilities to ensure compliance with the Construction Regulations, 2014:

Only some sections of the Construction Regulations 2014 have been highlighted here but it does not mean that the Contractor does not have to comply with the sections not highlighted here.

- 4(1) Notify the provincial director in writing (Annexure 2 or similar form) 7 days prior to the commencement of the intended construction works. Ensure that a copy of the notification letter is kept on site for inspection on request as well as proof of its receipt by the Department of Labour.

C3.7: References to the Scope of Works
Health and Safety Specifications

- 7(1)(a) Prepare a Health and Safety Plan which includes a COVID-19 Response Plan, based on the Employer's health and safety specifications.
- 7(1)(a) Implement the Health and Safety Plan from the Commencement Date until completion of the Works.
- 7(1)(b) Open and keep on site a health and safety file which must include all documentation required by the OHS Act and the associated regulations as well as the Employers health and safety specifications, which shall be made available on request of an Inspector, the employer or employers' agent.
- 7(4) Ensure co-operation between all contractors to enable each to comply with the provisions of Construction Regulations.
- 7(1)(c)(i) Provide any Tenderer or Sub-Contractor with copies of the Employer's health and safety specifications.
- 7(1)(c)(v) Appoint each Sub-Contractor in writing for their part of the project.
- 7(1)(c)(vi) Ensure that each Subcontractor's Health and Safety Management Plan is implemented and maintained on their portion of the Works.
- 7(1)(c)(vii) Ensure that periodic site audits and document verification is done at regular intervals as agreed between Principal Contractor and Sub-Contractor not exceeding 30 days in between.
- 7(1)(c)(viii) Stop any Sub-Contractor from executing Works, not in accordance with, the Employers Health and Specifications and/or the Principal Contractors Health and Safety Plan or which poses a threat to the health and safety of persons.
- 7(1)(c)(ix) Ensure that sufficient health and safety information and appropriate resources are made available where applicable, to the Sub-Contractor when changes are brought about to the design of the Works.
- 7(1)(c)(iv) Ensure that his Sub-Contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works.
- 7(1)(c)(ii) Ensure that his Tenderers have made provision in their tenders for the cost of health and safety measures during the construction of the Works in line with the requirements of the Employers Health and Safety Specification and his Health and Safety Management Plan.
- 7(1)(c)(x) Discuss and negotiate the contents of his Sub-Contractor's Health and Safety Plan, to ensure compliance with the Employer's Health and Safety Specification and consistent with the Contractors Health and Safety Management Plan.
- 7(2)(a) Approve his Sub-Contractor's Health and Safety Plan for implementation and to keep records of all such approvals on site for auditing purposes.
- 7(2)(a) On request, make available a copy of his and his Sub-Contractor's Health and Safety Plan to an employee, inspector, contractor, the Employer or the Employer's Safety Agent.
- 7(2)(b) Open and keep on site a health and safety file which must include all documentation required by the OHS Act and the associated regulations as well as the Employers health and safety specifications and the Principal Contractors Health and Safety Plan, which shall be made available on request of an Inspector, the employer or employers' agent and the Principal Contractor or its agent.

C3.7: References to the Scope of Works
Health and Safety Specifications

- 7(e) Hand over a consolidated health and safety file to the employer upon completion of the Works.
- 7(f) Ensure that a comprehensive and updated list of all his Sub-Contractors (including their respective sub-contracting agreements) are included in the health and safety files.
- 7(c)(iii) Satisfy himself on the competencies and resources of the Sub-Contractor he intends appointing.
- 7(5) Ensure that all employees undergo health and safety induction prior to permitting each employee access to the Works. The Contractor shall ensure that proof of such is available on site for auditing purposes.
- 7(6) Ensure that all visitors undergo health and safety induction and are provided with the necessary personal protective equipment. The Contractor shall ensure that proof of such is available on site for auditing purposes.
- 7(7) Ensure that every employee is in possession and carries at all times his proof of health and safety induction training.
- 8(5) The Contractor shall after due consideration of the complexity, size and potential hazards and associated risks as well as controls towards the mitigation of risks, appoint a safety officer in writing. The contractor shall submit a detailed CV of the envisaged Safety Officer appointment for final acceptance thereof by the Employer or his Safety Agent.
- 8(6) Satisfy himself with the competencies and resources of the construction safety officer he intends appointing.
- 8(7) Appoint a construction supervisor.
- 8(8) Appoint assistant construction supervisors if required by an inspector.
- 8(10) Appoint individual construction supervisors for individual construction sites.
- 9(1) Perform a risk assessment prior to the commencement of any construction work.
- 9(2) Analyse ergonomic related hazards and address the same in the risk assessment.
- 9(3) Ensure that all employees are informed, instructed and trained regarding any hazard and the related work procedures before any work commences. The contractor shall ensure that proof of such is available on site for auditing purposes.
- 9(4) Ensure that all Subcontractors are informed regarding any hazard as stipulated in the risk assessment. Further that Subcontractors conduct their own risk assessments as and when required
- 9(5) Consult with the health and safety committee on the development, monitoring and review of the risk assessment.
- 9(6) On request, make available copies of the risk assessments.
- 11(1)(a) Prevent the uncontrolled collapse of any structure which may become unstable due to the carrying out of construction work.
- 11(1)(b) Ensure that no structure is loaded in an unsafe manner.
- 11(1)(c) Ensure that all construction drawings are on site and available on request by an inspector, contractors, Employer, the Employer's Safety Agent or employee.

In terms of Clause 4.6 of the Contract Data, it shall be deemed that the parties to this Contract have agreed in writing in terms of Section 37(2) of the Occupational Health and Safety Act, 1993 that the

C3.7: References to the Scope of Works
Health and Safety Specifications

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 and all its regulations, including the Constructions Regulations, 2014, for which he is liable as mandatory.

d) Sub-Contractor

To ensure compliance with the Construction Regulations, the Subcontractor shall:

- 7(2)(a) Demonstrate a Health and Safety Plan based on the Employer's health and safety specification.
- 7(2)(a) Apply his Health and Safety Plan from the Commencement Date and until completion of the Works.
- 7(2)(c) Satisfy himself on the competencies and resources of any Sub-Contractor he intends appointing.
- 7(2)(e) Provide the Contractor with any information which might affect the health and safety of any person or which might justify a review of the Health and Safety Plan.

In addition to the above items, the Sub-Contractor shall, to ensure compliance with all regulations associated with the scope of work for which he was appointed.

e) Duties of Designer (Employer's Designer or Contractor's Designer)

To ensure compliance with the Construction Regulations, 2014, the Designer (as defined in Section 6 of the Construction Regulations, 2014) shall:

- 6(1)(c)(i) Make available to the Employer all relevant information affecting the pricing of the Works.
- 6(1)(c)(iii) Ensure that information relating to geo-sciences, designs loads, and the methods and sequencing of construction processes are made available to the Contractor in a report.
- 6(1)(d) Inform the Client/Employer of any hazards relating to the Works.
- 6(1)(d) Make available all information required for the safe execution of the Works.
- 6(1)(e) Not include dangerous procedures or hazardous materials in the structure's design which could be avoided.
- 6(1)(f) Make provision in the design of the Works for hazards likely to be encountered during its subsequent maintenance.
- 6(1)(g) Carry out inspections of the construction work during the construction period to ensure compliance with the designs.
- 6(1)(h) Stop any contractor from executing works not in accordance with the designs.
- 6(1)(i) Conduct a final inspection of the completed Works prior to its commissioning.
- 6(1)(i) Issue a completion certificate to the Contractor subsequent to a successful final inspection.
- 6(1)(j) Ensure that cognizance is taken of ergonomic design principles in order to minimize related hazards.

C3.7: References to the Scope of Works
Health and Safety Specifications

The Employer's Designer shall only accept responsibility to comply with the Construction Regulations, 2014 for that portion of the Permanent Works which the Employer is responsible to design in terms of the Contract.

The Contractor's Designer shall accept sole responsibility and liability to comply with the Construction Regulations, 2014 for that portion of the Permanent Works for which the Contractor is responsible to design in terms of the Contract as well as the design of the Temporary Works.

2.4.2 Secondary Parties

This section covers the duties, responsibilities, and liabilities of the following secondary parties:

- Construction Manager
- Construction Health and Safety Officer
- Contractor's Employees
- Fall Protection Developer
- Health and Safety Consultant
- Health and Safety Representative
- Risk Assessor

a) Construction Manager CR 8(1)

The Principal Contractor shall appoint in writing a full-time competent person as the Construction Manager for the intended project, with the duty of managing all the construction work on a single site, including the duty of ensuring that all occupational health and safety requirements are adhered to. In the absence of the Construction Manager an alternate person (assistant Construction Manager) shall be appointed under Section 8(2) of the construction Regulations 2014.

b) Construction Health and Safety Officer CR 8(5)

The Principal Contractor must appoint a Construction Health and Safety Officer with proof of registration with the statutory body approved by the chief inspector SACPCMP and the appointed person must be available full time on site.

Principal Contractor must appoint a Construction Health and Safety Officer with proof of registration with the statutory body approved by the chief inspector SACPCMP and the appointed person must be available full time on site.

The Contractor is responsible for the development of the position outcomes descriptors for the Construction Health and Safety Officer. This documentation shall be available on site for auditing purposes.

C3.7: References to the Scope of Works
Health and Safety Specifications

The Construction Health and Safety Officer shall if given an opportunity, provide an input into the Contractor's Health and Safety Plan in terms of CR 8 for the management and supervision of construction work.

c) Contractor's Employees

All employees will be responsible for safety on the construction site and the workplace as prescribed in Section 14 of the Occupational Health and Safety Act, (Act 85 of 1993) which is briefly summarized as follows:

- Take reasonable care for the health and safety of himself and of other persons who may be affected by his acts,
- Co-operate with his employer with regards to health and safety to ensure that his employer complies with requirements imposed on him,
- Obey the health and safety rules and procedures laid down by his employer,
- Report any unsafe or unhealthy situation to his employer or to the health and safety representative for his workplace,
- Immediately report any incident including near miss incidents, in which he was involved, or which has caused an injury to himself or others, and
- Assist in inquiries and incident investigations.

No employee shall intentionally or recklessly interfere with, damage or misuse anything which is in the interest of health and safety.

d) Fall Protection Developer CR 10(1)(a)

The Fall Protection Developer will be responsible for the preparation and maintenance of a fall protection plan to be implemented by the Contractor, in such a manner to ensure compliance with Section 10 of the Construction Regulations, 2014.

e) Health and Safety Consultant CR 5(6)

The Health and Safety Consultant shall assist the Contractor in any health and safety matters on the Works for which he is appointed.

f) Health and Safety Representative Section 17 of the OHS Act

The Health and Safety Representative shall fulfill the duties as set out in Section 17 of the Occupational Health and Safety Act, (Act 85 of 1993). A health and safety representative shall not incur any civil liability by reason of the fact only that he failed to do anything which he may do or is required to do in terms of the Act.

C3.7: References to the Scope of Works
Health and Safety Specifications

g) Risk Assessor CR 9(1)

The Risk Assessor shall facilitate the risk assessment process of the Contractor or Sub-Contractor. The Risk Assessor shall be responsible for the compilation and implementation of a management plan towards the continuous mitigation of identified risks to as low as is reasonably practicable. All risks shall be managed in accordance with Section 9 of the Construction Regulations 2014.

2.4.3 *Supervisors, Inspectors and Issuers*

This section covers the duties, responsibilities and liabilities of the following Supervisors, Inspectors, and Issuers likely to be found on the Works:

a) Construction Supervisor CR 8(7)

The Construction Supervisor shall be responsible for supervising the construction work inclusive of the implementation and maintenance of safe work practices on the construction site.

b) Construction Vehicle & Mobile Plant Inspector CR 23(1)

The Construction Vehicle and Mobile Plant Inspector will ensure the safety of all construction vehicles and plant in such a manner to ensure compliance with Section 23 of the Construction Regulations, 2014. The inspector will also be responsible for the regular inspection of all vehicles and plant and the recording of his findings. The Contractor shall ensure that proof of such is available on site for auditing purposes.

c) Demolition Work Supervisor CR 14(1)

The Demolition Work Supervisor will supervise and control all demolition work on the Works in such a matter to ensure compliance with Section 14 of the Construction Regulations, 2014. The supervisor will be responsible for all administration related to the demolition works. The Contractor shall ensure that proof of such is available on site for auditing purposes.

d) Electrical Temporary Installation Inspector CR 24(d)

The Electrical Temporary Installation Inspector will control all temporary electrical installations on the Works to ensure compliance with Section 24 of the Construction Regulations, 2014, the Electrical Installations Regulations, 1992 and SANS 0142. The Contractor shall ensure that proof of such is available on site for auditing purposes.

C3.7: References to the Scope of Works
Health and Safety Specifications

e) Excavation Work Supervisor CR 13(1)(a)

The Excavation Work Supervisor will supervise all excavation work on the Works in such a manner to ensure compliance with Section 13 of the Construction Regulations, 2014 and shall ensure that every excavation is inspected:

- On a daily basis before each shift,
- After every blasting operation,
- After an unexpected fall of ground,
- After substantial damage to supports, and
- After rains.

The Contractor shall ensure that proof of such is available on site for auditing purposes.

f) Explosive Power Tools Issuer CR 21(2)(g)(i)

The Explosives Power Tools issuer will control the issuing and collection of explosive tools, cartridges and nails or studs to ensure compliance with Section 21 of the Construction Regulations, 2014. The Contractor shall ensure that proof of such is available on site for auditing purposes.

g) Fire Extinguisher Inspector CR 29(h)

The Fire Extinguisher Inspector will be responsible for the operation and inspection of all firefighting equipment on the Works to ensure compliance with Section 29 of the Construction Regulations, 2014. The Contractor shall ensure that proof of such inspections is available on site for auditing purposes.

h) Ladder Inspector GSR 13A(1)

The Ladder Inspector will be responsible for the regular inspection and recording of his/her findings of all ladders on the Works and to ensure compliance with Section 13A of the General Safety Regulations. The Contractor shall ensure that proof of such is available on site for auditing purposes.

C3.7: References to the Scope of Works
Health and Safety Specifications

i) Material Hoist Inspector CR 19(8)(a)

The Material Hoist Inspector will be responsible for the daily inspection of material hoists or similar machinery and to ensure Works to ensure compliance with Section 19 of the Construction Regulations, 2014. The inspector must have experience pertaining to the erection and maintenance of all hoists on the Works. The inspector must be able to determine the serviceability of the entire material hoist including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices. The Contractor shall ensure that proof of such is available on site for auditing purposes.

j) Scaffolding Supervisor CR 16(1) Not Applicable

k) Stacking and Storage Supervisor CR 28(a)

The Stacking Supervisor shall supervise the stacking and storage of all articles on site and shall be responsible to ensure compliance with Section 28 of the Construction Regulations, 2014.

3. GENERAL REQUIREMENTS OF HEALTH AND SAFETY PLAN

3.1 Outline of Safety Response Plan

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 their safety plan

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

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

Once a successful tenderer has been appointed, the Contractor shall supply a detailed Health and Safety Plan for review by the Employer, prior to site mobilization, to ensure compliance with the Construction Regulations,

C3.7: References to the Scope of Works
Health and Safety Specifications

2014. Mobilization shall be dependent upon the acceptance of the Contractor's Health and Safety Management Plan by the Employer. The Contractor's Health and Safety Plan should include, but not be limited to, those sections indicated in Section 3.2 of this specification.

3.2 Outline of Health and Safety Plan

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

1. Aim and Scope of Plan,
2. Scope of Work
 - a. Main Construction Work,
 - b. Excavations,
 - i. Demarcation of excavations,
 - ii. Access and Egress,
 - iii. Shoring,
 - iv. Inspections,
 - v. Public Access,
 - c. Bulk Earthworks,
 - i. Clearing and Grubbing,
 - ii. Stockpiling,
 - iii. Borrow pits,
 - iv. Transporting,
 - v. Environmental Management Plan
 - d. Temporary Works,
 - i. Formworks,
 - ii. Support Works,
 - e. Road Works,
 - i. Traffic Accommodation Plan
3. Location of the Works
4. Risk Management,
 - 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,
 - vi. Monitoring and reviewing,
5. Incident Management,
 - a. Incident Management Procedures,

C3.7: References to the Scope of Works
Health and Safety Specifications

- b. Reporting of Incidents,
- c. Incident and Accident Investigations,
- 6. Resources,
 - a. Health and Safety Staffing Organogram,
 - b. Supervisors, Inspectors, and Issuers,
 - c. Employees,
 - d. Sub-Contractors inclusive of their scope of work and their core resources,
 - e. Training,
 - f. Plant,
 - g. Vehicles,
 - h. Equipment
- 7. Medical Fitness of Employees
 - a. Entry Medical
 - b. Medical Surveillance of employees
 - c. Exit Medicals
- 8. Employee Facilities,
 - a. Facilities Management
 - b. Hygiene
- 9. Materials,
 - a. Temporary Materials
 - b. Permanent Materials
- 10. Categories of Work
- 11. Implementation of Health and Safety Plan,
 - a. Administrative systems,
 - b. Training,
 - c. Reporting,
 - d. Monitoring,
 - e. Inspections,
- 12. Auditing,
 - a. Internal audits,
 - b. Follow-up audits,
- 13. Financial Aspects,

4 SCOPE OF WORK:

The scope of work must highlight all construction activities as well as associated works on the project.

Under each of the construction activities and associated works the contractor must provide a clear description of how the activities shall be managed.

Where management plans are required the contractor to provide a brief description of the plan, the purpose of the plan as well as the implementation process and shall attached to the health and safety a copy of the relevant management plan. E.g., Traffic Accommodation Plan etc.

5. LOCATION OF THE WORKS

Under this section the contractor must provide all the information pertaining to exactly where the project is situated.

The contractor must also make reference to the size of the project, site boundaries, reference beacons or landmarks as well as any area that shall be used outside of the site boundaries which shall be used as site camps, site offices, stockpiles and spill sites, borrow pits, laydown areas as well as areas used to provide early warning systems e.g., Road Closures

7 RISK MANAGEMENT

7.1 General

This section of the specification provides guidelines for the Contractor in preparation of risk assessments in order to ensure compliance with Section 9 of the Construction Regulations, 2014. 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, 2014, 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:

C3.7: References to the Scope of Works
Health and Safety Specifications

- 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.

7.2 Forms of Risk Assessment

In order to ensure compliance with the Construction Regulations, 2014, the Contractor will be required to carry out the following three forms of risk assessment:

7.2.1 *Baseline or datum risk assessments*

The Contractor will be required carry out a risk assessment before the commencement of construction activities on the Works. This “baseline” or “datum” 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.

7.2.2 *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.

7.2.3 *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 inspections and audits,

C3.7: References to the Scope of Works
Health and Safety Specifications

- Maintaining general hazard awareness,
- Pre-work risk assessment,
- Daily Safety Task Instructions (DSTI's),
- Planned Task Observations,
- Post Task Observations,
- SLAM Reports (Stop, Look, Assess, Manage)

7.3 Methodology for the Preparation of Risk Assessments

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

- Employ a team of suitably qualified individuals with appropriately varied and relevant experience in risk assessment,
- The appointed risk assessor shall lead the risk assessment,
- Provide the team with background data, scope of work, potential hazards and underlying causes, and
- Where necessary employ experts for complex risk assessments and aspects of risk assessments that require experiential judgment,
- Institute an ongoing system of identifying aspects of the work that require risk assessment, and
- Conduct risk assessments in workshops of the team or by individual members of the team under guidance of the leader as appropriate to the situation.

7.4 Elements of a Risk Assessment

7.4.1 General

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

- 1) Consider scope and nature of risks involved, determine purpose and physical and legal bounds of assessment and define risk evaluating criteria,
- 2) Systematically identify risks,
- 3) Analyze risks with regard to causes, likelihood of occurrence and possible consequences against the background of existing controls and its effectiveness,
- 4) Evaluate risks in terms of pre-established criteria to determine need and priority for attention,
- 5) Treat risks through a process of risk elimination, substitution, controlling risk at source, risk mitigation such as training and as far as risk remains, provide personal protective equipment (PPE),
- 6) The mitigation methods must focus the 4 T's of risk management.
 - a. Terminate the risk entirely at the source through engineering controls.
 - b. Treat the risk through a combination of engineering controls and Safe Work Procedures.
 - c. Transfer the risk to someone (company) more suited to handle the specific types of risks.

C3.7: References to the Scope of Works
Health and Safety Specifications

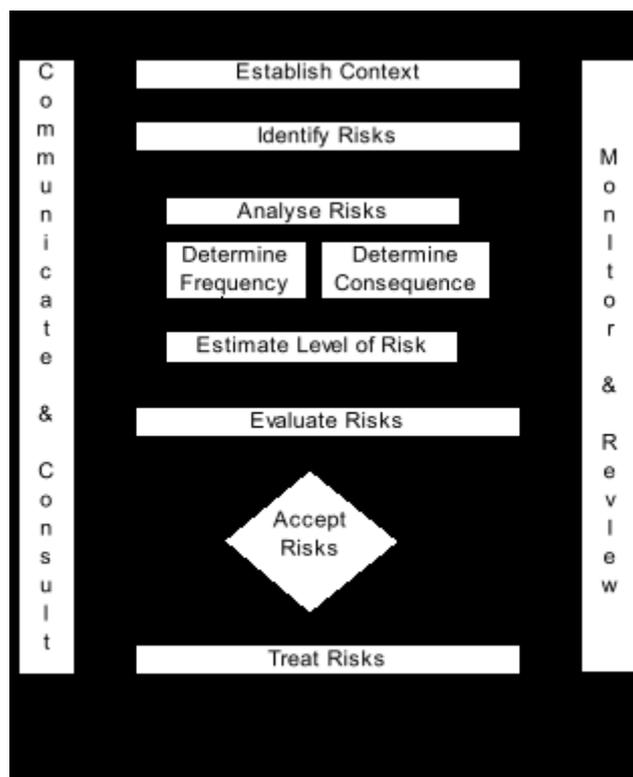
- d. Tolerate the risk depending on the type of risk as well as the residual risk factor only after the implementation of engineering controls and/or safe work procedures and the use of personal protective equipment.

Bear in mind that Personal Protective Equipment (PPE) shall only be identified as a last resort in the mitigation of risks.

- 7) Monitor and review progress and performance in terms of management system, and
- 8) Communicate and consult.

The following sections 4.4.2 to 4.4.7 deal with items (2) to (7) above. These items form the continuing process of the risk assessment as indicated in Figure 1, below.

The following sections 4.4.2 to 4.4.7 deal with items (2) to (7) above. These items form the continuing process of the risk assessment as indicated in Figure 1, below.



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

7.4.2 Risk Identification

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

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

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

7.4.3 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 a 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.

C3.7: References to the Scope of Works
Health and Safety Specifications

		CONSEQUENCES – WHAT IS THE MAXIMUM REASONABLE CONSEQUENCE				
		Insignificant	Minor	Moderate	Major	Catastrophic
LIKELIHOOD RATING	Almost certain	Medium	Medium	High	Extreme	Extreme
	Likely	Low	Medium	Medium	High	Extreme
	Possible	Low	Low	Medium	High	High
	Unlikely	Low	Low	Low	Medium	High
	Rare	Low	Low	Low	Low	Medium

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.

The Contractor must describe in full the method of risk evaluation as well as provide and describe the Risk Formula used to determine the risk factor

7.4.4 Risk Evaluation

In this step the Contractor will be required to compare the assessed risk 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 will 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.

7.4.5 Risk Treatment

In this step, the Contractor will select and implement appropriate measures for dealing with risk. Typically measures comprise the following:

- Elimination by changing designs, procedures, management methods, etc, applicable to high frequency–high consequence risks, or
- Reduction by changing designs, procedures, management methods, etc, applicable to high frequency–high consequence risks, or
- Minimization by changing designs, procedures, management methods, etc, applicable to high frequency–low consequence risks, or
- Transfer or share whole or part of the risk to another party by insurance, contractual arrangements or organizational structures, applicable to low frequency–high consequence risks, or
- Control to ensure that risks do not increase, applicable to low frequency–high consequence risks, or
- Retention together with provision of monitoring and personal protective equipment, applicable to low frequency–low consequence residual risks after reduction, or
- Acceptance without particular action other than provision of personal protective equipment, applicable to low frequency–low consequence risks.

The following principles enable the optimum treatment to be determined:

C3.7: References to the Scope of Works
Health and Safety Specifications

- Avoid risks altogether, if possible, by using different approaches, substances or methods of work,
- Combat risks at source rather than by adopting secondary measures,
- Adapt work to the individual rather than the individual to the work, that is, in the design consider the people and their attributes that will operate the system
- Take advantage of technological and technical progress,
- Risk prevention measures must be part of a coherent policy and approach to safety management that involves performance measurement, goal setting, feedback, and analysis,
- Give preference to measures that protect the whole work force,
- Ensure that those for whom protection is provided understand what they need to do to make sure that the protection works, and
- Ensure that measures to control risks are an accepted part of an active health and safety culture supported by all levels of the organization; single risk reduction initiatives invariably fail.

7.4.6 Reporting and Recording

The Contractor shall ensure that the risk assessment process is recorded in the form of a report and included in his Health and Safety Plan. The report should be easily accessible to the Contractor's employees, their representatives, to inspectors, the Employer or his Safety Agent and the Engineer. The essential contents of the report should be as follows:

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

7.4.7 Monitoring and Review

It is necessary to monitor risks, the effectiveness of the risk treatment plan and the strategies and management system set up to control implementation. Control of the risk management program entails the setting of

C3.7: References to the Scope of Works
Health and Safety Specifications

standards, monitoring actual performance, comparing the performance with the standards, and correcting any deviations from the standard. Risks and the effectiveness of the control measures need to be monitored to ensure changing circumstances do not alter risk priorities. Few risks remain static.

Ongoing review is essential to ensure that the management plan remains relevant. Factors that affect the likelihood and consequences of an outcome may change, as may factors that affect the suitability or cost of the various treatment options. If an accident occurs, or if more is learnt about the hazards in the workplace, the risk assessment may need to be reviewed or modified. Hazards may be observed that have not been anticipated or previously identified and which may require appropriate measures to be taken. After an accident has occurred, it is important to determine whether it was predicted, whether preventive measures were identified, and if so, why they did not work, whether the risk assessment is still suitable and sufficient if it failed to predict the accident, whether the decision to accept a predicted risk as tolerable is still valid, why the accident occurred and what should be done to prevent similar accidents occurring again. It is therefore necessary to regularly repeat the risk management cycle, the time between reviews being dependent on the nature of the risks and the degree of change likely to take place in the work activity. Review is an integral part of the risk management treatment plan.

7.4.8 *Communication and Consultation*

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

Effective communication will ensure that those responsible for implementing the risk management process and those with a vested interest, understand the basis on which decisions are made and why particular actions are taken. It will also ensure that the perceptions of all those involved are noted and accommodated during the process.

8. **BASELINE RISK ASSESSMENT**

8.1 **Purpose**

The purpose of this Baseline Risk Assessment (BRA) is to ensure that the Principal Contractor and Contractors are taking the highlighted risks and hazards in consideration when they develop their site-specific health and safety plans for the project.

It is to further ensure that the client has advised and inform the Principal Contractor, Contractor and the Department of Labour of the prevailing risk and hazards associated with the project before commencement with the work on site.

C3.7: References to the Scope of Works
Health and Safety Specifications

To ensure that the Principal Contractor, Contractor identify, analyse, evaluate, and establish control measures to eliminate, mitigate before issuing Personal Protective Equipment of clothing to the workers or any other person affected by activities on site.

8.2 Scope

This Baseline Risk Assessment (BRA) apply to the above-mentioned project and for the application of Construction work permit as well as for the Principal Contractor & Contractor appointed for the Project.

8.3 Normative Reference

Section 8(2)(d) of the Occupational Health and Safety Act

Section 5(1)(a) & Section 9 of the Construction Regulation 2014.

Section 6 of Regulations for Hazardous Biological Agents read with COVID-19 OHS Directives.

8.4 Baseline Risk Assessment

In terms of Construction Regulation 5(1)(a), a client is required to prepare a baseline risk assessment of the intended construction project. This Baseline Risk Assessment has been developed in order to ensure that risks and hazards are identified, analysed and evaluated in order to eliminate, mitigate and reduce the exposure to such risk.

Effort shall be made to identify more site-based risks and hazards and possible solutions as far as is reasonably practicable to prevent exposure to such risks and hazards, a task-based risk assessment shall have conducted on site.

In the table below are some of identified baseline risks to be taken into consideration when preparing the health and safety plan for the project:

C3.7: References to the Scope of Works
Health and Safety Specifications

ITEM	ACTIVITY ISSUE	HAZARD	RISK	RISK RATING (High/Med/Low)	MINIMUM CONTROL
1.	Access control	Public access to site	Injury & Damage to property	Medium	Protection of site (Barricade and fence); Controlled access point; Secure; Signage (Information, Warning & Prohibition signs); Traffic management; Notifications and planning & Identification of high risk areas & Location.
2.	Transportation	Transportation of worker & Material	Road accident; Overloading;	Medium	Training; Inspection of equipment; Competent person; Safe work and operating procedures; Personal Protective Equipment & Clothing
3.	Traffic Accommodation	Traffic movement	Accident	Medium	Protection of the road (Barricade, barriers, speed humps); Road traffic control; access point; Signage (Information, Warning & Prohibition signs); Traffic management; Notifications and planning & Identification of high risk areas & Location.

C3.7: References to the Scope of Works
Health and Safety Specifications

ITEM	ACTIVITY ISSUE	HAZARD	RISK	RISK RATING (High/Med/Low)	MINIMUM CONTROL
4.	Site Establishment	Plant, Equipment Machinery; workers and environment	Injury; damage to property & Environmental impact	Low	Supervision; Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Personal Protective Equipment & Clothing
5.	Underground Services & Overhead powerlines	Water/Sewage/gas pipes & Electrical cables	Injury; Electrocution; damage to property & Environmental impact	Medium	Supervision; Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent & qualified person; Safe work and operating procedures; Lockout & Tag; Personal Protective Equipment & Clothing
6.	Redirecting Isolation and disconnecting Services	Electricity, Water/Sewage/gas pipes; Excavation	Electrocution; damage to property & Environmental impact	Medium	Supervision; Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent & qualified person; Safe work and operating procedures; Lockout & Tag; Personal Protective Equipment & Clothing
7.	Storage of flammable material and liquids	Fuel storage; gas bottles; Smoking; spark	Fire; explosion; damage to property;	Medium	Management & Control of exposure; Prevent exposure;

C3.7: References to the Scope of Works
Health and Safety Specifications

ITEM	ACTIVITY ISSUE	HAZARD	RISK	RISK RATING (High/Med/Low)	MINIMUM CONTROL
			Environmental impact		Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safety Symbolic signs (Information, Warning & Prohibition); Safe work and operating procedures; Personal Protective Equipment & Clothing
8.	Temporary Electrical Installation	Electricity	Electrocution; Fire; explosion damage to property	Low	Supervision; Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent & qualified person; Safe work and operating procedures; Lockout & Tag; Personal Protective Equipment & Clothing
9.	Bulk Earthworks (surface works) and stockpile including excavations deeper than 1.5 metres	Underground Services; Plant, Equipment Machinery; Excavation; workers and environment	Injury; Electrocution; damage to property; ground collapse & Environmental impact	Medium	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Rescue plan Personal Protective Equipment & Clothing
	Bulk Earthworks (excavations) and excavations deeper than 1.5 metres	Underground Services; Plant, Equipment Machinery;	Injury; Electrocution; damage to property; ground	Medium	Locating of underground services; Prevent exposure; Substitution;

C3.7: References to the Scope of Works
Health and Safety Specifications

ITEM	ACTIVITY ISSUE	HAZARD	RISK	RISK RATING (High/Med/Low)	MINIMUM CONTROL
		Excavation; workers and environment	collapse& Environmental impact		Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Rescue plan Personal Protective Equipment & Clothing
10.	Mobile plant and construction equipment	Plant, Equipment Machinery; workers and environment	Injury; damage to property & Environmental impact	Medium	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Personal Protective Equipment & Clothing
11.	Demolition work	Wall, concrete slab, Steel work	Injury; damage to property & Environmental impact	Medium	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Rescue plan Personal Protective Equipment & Clothing
12.	Temporary works (Formwork and support work) including reinforcement and shutters.	Scaffolding; Shatters; Beams; Reinforcement; Concrete works	Injury; damage to property & Environmental impact	Low	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Fall protection;

C3.7: References to the Scope of Works
Health and Safety Specifications

ITEM	ACTIVITY ISSUE	HAZARD	RISK	RISK RATING (High/Med/Low)	MINIMUM CONTROL
					Rescue plan Personal Protective Equipment & Clothing
13.	Bulk mixing plant (Batch plant)	Cement; sand; fly ash; concrete stone; pumps	Injury; damage to property & Environmental impact	Low	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Dust suppression; Personal Protective Equipment & Clothing
14.	Working close to water	Reservoirs; Wastewater dams; Pits and water channels	Injury; damage to property & Environmental impact	Low	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Rescue plan Personal Protective Equipment & Clothing
15.	Confined space	Manholes, channels; Silos	Injury; damage to property & Environmental impact	Low	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Rescue plan; Personal Protective Equipment & Clothing
16.	Electrical Equipment and hand tools	Jack hammers; grinders; impact drillers; concrete cutter etc.	Injury; damage to property & Environmental impact	Medium	Prevent exposure; Substitution; Engineering controls; Training;

C3.7: References to the Scope of Works
Health and Safety Specifications

ITEM	ACTIVITY ISSUE	HAZARD	RISK	RISK RATING (High/Med/Low)	MINIMUM CONTROL
					Inspection of equipment; Competent person; Safe work and operating procedures; Fall protection; Rescue plan Personal Protective Equipment & Clothing
17.	Working at heights	Lifting Equipment; Crane; Scaffold; Ladder; Rope access work	Falling; Injury; damage to property & Environmental impact	Medium	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Fall protection; Rescue plan Personal Protective Equipment & Clothing
18.	Pressure Equipment	Compressor air	Injury; damage to property & Environmental impact	Medium	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Personal Protective Equipment & Clothing
19.	Enabling & Builders work	Concrete work; Brick work; Joinery; plumbing; Drainage	Injury; damage to property & Environmental impact	Medium	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Fall protection;

C3.7: References to the Scope of Works
Health and Safety Specifications

ITEM	ACTIVITY ISSUE	HAZARD	RISK	RISK RATING (High/Med/Low)	MINIMUM CONTROL
					Personal Protective Equipment & Clothing
20.	Covid-19	Hazardous biological agents (Contaminated areas, surfaces & equipment, tools); (Contaminated Personal Protective Equipment & Clothing)	Injury; damage to property & Environmental impact	Medium	Prevent exposure; Decontaminating; Sanitisation; Screening & testing; Isolating and quarantining; Engineering controls; Training & information; Safety symbolic signs; Provision of hand washing facilities & soap; Inspection of equipment; Competent person; Safe work and operating procedures; Personal Protective Equipment & Clothing

9. INCIDENT MANAGEMENT

Under this section the contractor must provide a clear description on how he intends to manage all types of incidents that may occur during the works based on the scope of work.

It shall furthermore include the reporting of all reportable incidents in accordance with Section 24 of the Occupational Health and Safety Act.

The contractor shall also provide for the investigation of incidents and/or accidents and how similar incidents/accidents shall be avoided.

10 RESOURCES

10.1 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, 1993, Regulation 6 for Hazardous Biological Agents read with COVID-19 OHS Directives and all its Regulations and related incorporated standards with regards to the resources and facilities intended for use on the temporary and permanent Works.

10.2 Employees

10.2.1 Inspectors, supervisors and Issuers

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

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

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

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

In preparing his Health and Safety Plan, the Contractor shall ensure compliance with Clause PS 22 in Section 4.2 of the Project Specifications.

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.

10.2.2 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,

C3.7: References to the Scope of Works
Health and Safety Specifications

- 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.

10.2.3 Competencies

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

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

10.2.4 Physical and Psychological Fitness

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

In terms of Section 7(8) of the Construction Regulations 2014 - A contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

10.3 Plant, Vehicles and Equipment

10.2.1 Material hoists

The Contractor shall with reference to Section 19: Materials Hoist, 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 confirming the construction stability of the material hoists,
- What systems he intends using to ensure the safety of all material hoists,
- What tests will be performed to establish the safety of all material hoists,
- How he intends maintaining the material hoists being used, and
- How he will document the design, testing, maintenance and inspections of all material hoists and
- What safety procedures and precautions are envisaged to ensure safe operation of the materials hoists.

10.3.2 Explosive Actuated Fastening Devices

The Contractor shall with reference to Section 21: Explosive actuated fastening devices, 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 controlling the issuing of explosive powered tools,
- How he intends implementing safety procedures prior to use of explosive powered tools, and
- What safety measures will be required during the use of explosive powered tools.

10.3.3 Construction vehicles and mobile plant

The 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 trained, authorised and physically fit to operate construction vehicles and mobile plant,
- What traffic arrangements and safety precautions will be implemented to ensure safe operation of construction vehicles and mobile plant on the Works, and
- How he intends safeguarding employees against construction vehicles and mobile plant moving on the construction site.

10.3.4 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, 2009.

The 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:

- 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.

10.3.5 Ladders

The 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.

11. MEDICAL FITNESS OF EMPLOYEES

In this section the contractor shall with reference to Section 7(8) of the Construction Regulations, 2014, be required to describe the procedures by which employee's status of their health is determined (Entry Medicals).

The contractor shall also provide in detail the procedures by which the health of employees is monitored through a Medical Surveillance procedure.

The contractor must also provide for exit medicals in order to determine if the health of an employee have deteriorated during his/her duration of employment.

12. EMPLOYEE FACILITIES

In this section the contractor shall with reference to the Facilities Regulations 2004, as well as Section 30 of the Construction Regulations 2014, be required to provide employees with the required facilities.

The contractor shall indicate exactly what facilities shall be provided.

The contractor shall also indicate how the facilities shall be maintained (cleaning and sanitizing)

Emphasis must be placed on the provisioning of toilet facilities, the maintenance services thereof and the provisioning of drinking water

13. MATERIALS

13.1 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, 1993 and all its regulations and related incorporated standards with regards to the design, supply, storage and erection of materials used for the temporary and permanent Works.

13.2 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.

13.3 Scaffolding

The Contractor shall with reference to Section 16: Scaffolding of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How compliance with SANS 085 will be ensured,
- How scaffolding in use will be maintained,
- What systems are intended to ensure the safety of scaffolding used, and
- What tests will be performed to establish the safety of scaffolding used
- Training plan for scaffold erectors and inspectors.

13.4 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 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

C3.7: References to the Scope of Works
Health and Safety Specifications

- 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.

13.5 Stacking and storage

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, and
- What systems are intended to ensure the safe stacking and storage of materials on the site

13.6 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 Contractors Training plan in the use and maintenance of personal protective equipment,
- The type of personnel safety equipment he will provide,
- How he intends issuing it to his employees, and
- How he will maintain the personnel safety equipment issued.

13.7 First Aid, Emergency Equipment and Procedures

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

14. CATEGORIES OF WORK

C3.7: References to the Scope of Works
Health and Safety Specifications

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 the following categories of work.

14.1 General

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

14.1.1 Construction welfare facilities

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, 2004 (as amended) and SANS 0400.

The Contractor must discuss the following in detail in his safety plan:

- How will the 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

14.1.2 Environmental regulations for workplaces

The 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.

14.1.3 Housekeeping on construction sites

Contractors will be required to adhere to Section 27: Housekeeping on construction sites, of the Construction Regulations, 2014.

C3.7: References to the Scope of Works
Health and Safety Specifications

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The 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

14.1.4 Fire precaution on construction sites

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 Contractor must discuss the following in detail in his safety plan:

- How the Contractor will minimize the risk of fire on the site
- How the Contractor will identify potential fire hazards
- What prohibitions the Contractor will implement to manage risk areas
- How many employees the Contractor will train in fire fighting
- What organization the Contractor envisage to combat fires on sites
- What precautions and procedures will be followed to evacuate employees in the case of a fire

14.1.5 Water Environments

The Contractor will be required to adhere to Section 26: Water Environments, of the Construction Regulations, 2014.

The Contractor must discuss the following in detail in his safety plan:

- What precautions will the Contractor take to identify dangers where employees may fall into water
- What safety procedures and equipment will the Contractor implement to safeguard employees working at water environments

14.1.6 Structures

C3.7: References to the Scope of Works
Health and Safety Specifications

The Contractor will be required to adhere to Section 11: Structures, of the Construction Regulations, 2014.

The Contractor must discuss the following in detail in his safety plan:

- Explain what controls, test or precautions will be made to prevent structures from collapsing during construction,
- The Contractor shall indicate what steps will be taken and implemented to ensure that structures or parts thereof will not be loaded in such a manner that it may collapse, and
- What procedures does the Contractor envisage to implement in order to obtain all relevant data on structures before commencement of construction work.

14.1.7 Hazardous Chemical Substances

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

The Contractor must discuss the following in detail in his safety plan in respect of each hazardous chemical substance that will be used in the works:

- Storage of substance
- Handling of substance
- Protective clothing and other devices to be used while handling the substance
- Medical surveillance.

14.1.8 Hazardous biological agents (Contaminated areas, surfaces & equipment, tools); (Contaminated Personal Protective Equipment & Clothing)

The Contractor will be required to adhere to Regulations for Hazardous Biological Agents read with COVID-19 OHS Directives.

The Contractor must discuss the following in detail in his safety plan in respect of each hazardous biological agents:

- Prevent exposure
- Decontaminating
- Sanitisation;
- Screening & testing;
- Isolating and quarantining;
- Engineering controls;
- Training& information;

C3.7: References to the Scope of Works
Health and Safety Specifications

- Safety symbolic signs;
- Provision of hand washing facilities & soap;
- Inspection of equipment;
- Competent person;
- Safe work and operating procedures;
- Personal Protective Equipment & Clothing

14.2 Site Clearance

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

14.2.1 Demolition work

Contractors will be required to adhere to Section 14: Demolition work, of the Construction Regulations, 2014.

The Contractor shall discuss the following in detail in his safety plan:

- Briefly explain how he will safeguard people and property during and after demolition works
- Briefly explain how he will protect staff from dangerous situations
- Discuss the methods proposed to safeguard the public and property against harm during demolition works
- Discuss what type of equipment he envisages to use during demolition work
- How will the Contractor ensure the safety of equipment used during demolition work
- What steps will the Contractor deem necessary to take where hazardous materials is encountered
- Dust control measures
- Noise control measures

14.3 Earthworks

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

14.3.1 Excavation work

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

The Contractor must discuss the following in detail in his safety plan:

C3.7: References to the Scope of Works
Health and Safety Specifications

- How will the Contractor establish the stability of ground prior to excavations,
- What steps will the Contractor follow to ensure that bolstering, shoring and bracing is sufficient to ensure the safety of the excavation, and
- What steps will the Contractor follow to ensure the equipment used to safeguard an excavation is sufficient and safe.

14.4 Concrete

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

14.5 Welding, flame cutting, grinding, soldering or similar operations

The 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.

15. IMPLEMENTATION OF CONTRACTOR'S HEALTH AND SAFETY PLAN

15.1 General

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

The Contractor shall indicate the methods he intends using to ensure accurate record keeping of all critical elements identified in his risk assessment and covered in his Health and Safety Plan.

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

15.2 Administrative Systems

The Contractor's administrative system shall without limiting his obligations, cover the following:

- Up-keep of a safety file on site,
- Maintenance of his Health and Safety plan,
- Procedures to follow for the appointment of competent persons,
- Application of construction work permits or Notification of construction work
- Submit the Notification of Construction to the provincial director
- Provide a valid Letter of Good Standing
- Procedures to follow for notifications,

C3.7: References to the Scope of Works
Health and Safety Specifications

- Injury on duty [IOD] administration,
- Recording of minutes of safety meetings,
- Recording of checklists,
- Safe keeping of checklists, and
- Internal audits.

The Contractor shall in particular ensure that a copy of the Occupational Health and Safety Act, 1993 and its Regulations is available on the site and is easily accessible by employees.

15.3 Reporting Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 2003 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 Contractor shall notify the Employer of any investigations, complaint or criminal charge which may arise as a consequence of the provision of the Occupational Health and Safety Act, (Act 85 of 1993) and its Regulations, pursuant to work performed in terms of this Contract.

15.4 Training

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

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

The Contractor shall, without limiting his obligations, indicate in his Health and Safety Plan how he intends:

- Identifying the training needs of the personnel he intends employing, and
- Implementing the training identified
- What proof of induction training will be carried by his employees (e.g., laminated type identification card)?

15.5 Safety Meetings

The 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 made available to the Employers Safety Agent. Such meetings shall address at least the following:

C3.7: References to the Scope of Works
Health and Safety Specifications

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

15.6 Inspections and Monitoring

The Contractor shall be required to inspect each workplace prior to works commencing to ensure that all protective equipment is in place and that by entering the workplace no person will be exposed to any hazard which could affect his health or safety. The Contractor shall without limiting his obligations, indicate the following in his Health and Safety Plan:

- The inspection and monitoring procedures he intends employing to determine the safety of workplaces, and
- Who will be responsible for the checking of each workplace at the commencement of each shift.

The Contractor shall include in his Health and safety Plan all the checklists he intends using during the inspection and monitoring of the implementation of his Health and Safety Plan.

The Contractor can expect inspections of the works by any of the following parties:

- The Employer or his Safety Agent,
- The Employer's Occupational Safety Officer, or
- The designated officer serving in the Department of Manpower and appointed by the Minister as Chief Inspector or his representative.

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

The Employer, his Safety Agent or his Occupational Safety Officer may stop the work at any time under the following conditions:

- If the Contractor is not compliant with his Health and Safety Plan
- Imminent threat to the health and safety of any person on site

- Continuous non-conformance to corrective action requests.

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

The Chief Inspector or his representative may issue prohibition notices to stop the activities at the works until the situation investigated has been resolved or he may issue an improvement notice whereby the Contractor will have a period to rectify any hazard identified by the inspector.

16. AUDITING

16.1 Internal Audits

The audits contemplated in CR 5(1)(o) of the Construction Regulations, 2014 will be carried out by the Employer or his appointed Safety Agent.

The intervals for the audits shall be agreed between the Contractor and the Employer or his Safety Agent during the preparation of the Contractor's Health and Safety Plan, but shall be carried out at least once every month or at such shorter interval that an inspector may require. The Employer or his Safety Agent shall provide at least 7 calendar days' notice prior to the conducting of an audit.

The findings of each audit will be made known to the Contractor and the Employer in a report prepared by the Employer or his Safety Agent and will be submitted to all parties within seven working days of the respective audit being completed. Any shortfalls identified will be documented in the audit report together with the Contractor's proposals to rectify the same. All audit reports will be filed in the Health and Safety File.

A date for a follow up audit will be negotiated with the Contractor to verify the implementation of all actions to rectify shortfalls as identified in the audit report.

The Contractor will ensure that the same arrangement detailed above be implemented with his Contractors to ensure his compliance with the Construction Regulations as contemplated in Section 7

16.2 Audits by Employer or Safety Agent

The Employer or Safety Agent will be entitled to carry out additional 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 Employer or Safety Agent gives the Contractor at least 24 hours' notice of his intention to carry out such audits.

C3.7: References to the Scope of Works
Health and Safety Specifications

The Contractor's employees will be present during any audit carried out by the Employer or his Safety Agent.

17. MEASUREMENT AND PAYMENT

17.1 Measurement and Payment

17.1.1 The scheduled items for health and safety will be as specified in clause 31 of section 001 of the Standard Specifications.

17.1.2 The Contractor shall price all items scheduled in this section of the schedule of quantities to enable the Employer to comply with clause 4.1.(h) of the contract. Failure by the Contractor to price these items will force the Employer to reject the Contractor's tender in terms of clause 4.(4) of the contract.

ANNEXURE 1

APPOINTMENT LETTERS

Appointment	Legal Reference	Purpose / Responsibility
CEO / Employer (16(1))	OHS Act Section 16(1)	Overall responsibility for health and safety within the company.
16(2) Appointment	OHS Act Section 16(2)	Appointed by the CEO to assist in discharging OHS duties.
Construction Manager	Construction Reg. 8(1)	Overall management of construction activities and compliance.
Construction Supervisor	Construction Reg. 8(7)	Supervises daily construction activities on site.
Construction Safety Officer	Construction Reg. 8(5)	Responsible for site safety and implementation of the safety plan.
Competent Person for Risk Assessments	Construction Reg. 9(1)	Conducts and reviews baseline, issue-based, and continuous risk assessments.
First Aider(s)	General Safety Reg. 3(4)	Provides first aid treatment; required based on staff numbers.
Incident Investigator	General Admin Reg. 9	Investigates accidents/incidents and reports to DoEL.
Fall Protection Planner	Construction Reg. 10	Prepares and monitors fall protection plans for working at heights.
Excavation Supervisor/Competent Person	Construction Reg. 13	Oversees excavation work to prevent collapses.
Tool/Equipment Inspector	Driven Machinery Reg.	Ensures tools and equipment are inspected and safe.
Traffic Controller / Flagman	Construction Reg. 37	Manages site traffic and public safety (if applicable).
Blasting/Explosives Responsible Person	Explosives Act & Mining Reg.	For projects involving blasting (if applicable).

Contract: HS 05-2025/26 - TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF ROADS AND STORMWATER INFRASTRUCTURE IN SOSHANGUVE EXTENSION FIVE (05), TWELVE (12) AND THIRTEEN (13) OVER A PERIOD OF 36 MONTHS.



C3.7: References to the Scope of Works
Annexure 1: Appointments



Company Name
Company Address

Attention: **(Assistant Construction Supervisor's Name)**

APPOINTMENT OF THE ASSISTANT CONSTRUCTION SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 8(8)

I, **(contractor's name)** hereby appoint **(assistant construction supervisor's name)** as the assistant supervisor responsible for **(site address)** to carry out the construction work of **(description of construction work and area of responsibility)**.

In terms of this appointment you are required to ensure that all construction work performed under your supervision is carried out as follows:

1. By persons suitably trained and competent to do such work;
2. That all persons are aware and understand the hazards attached to the work being carried
3. That the required risk assessments are carried out;
4. That precautionary measures are identified and implemented;
5. That discipline is enforced at the construction site at all times;
6. That all identified statutory requirements are met; and
7. That any other interest in terms of health and safety with respect to the responsible area is met.
8. You will accept the duties of the Construction Supervisor in his absence.

You are required to report any deviations of the above-mentioned instruction to **(construction supervisor's name)** and in his absence to the contractor's representative.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

You shall submit a written weekly report any non-compliance with the construction Regulations, 2014.

Contractor's Representative full name Signature Date

.....
Kindly confirm your acceptance of this appointment by completing the following:

I, **(assistant construction supervisor)** understand the implications of the appointment as detailed above and confirm my acceptance.

Assistant construction supervisor's full name Signature Date

Annexure 1: Pro Forma Appointment Letters
1.2 Appointment Letter of Construction Health and Safety Officer



Company Name
Company Address
Company Address
Code

Attention: (**Safety Officer's Name**)

APPOINTMENT OF THE CONSTRUCTION HEALTH AND SAFETY OFFICER IN TERMS OF CONSTRUCTION REGULATION 8(5)

I, (**contractor's name**) hereby appoint (**safety officer's name**) as the Construction Health and Safety Officer responsible for (**site address**) to manage all the health and safety issues as required in terms of the Act by establishing a health and safety program with elected health and safety Representatives.

You shall ensure that all the requirements in terms of the Act and in particular in terms of the Construction Regulations, 2014 are met. You shall also ensure that all appointed sub-contractors comply with the requirements as stipulated in the Construction Regulations, 2014.

You shall further ensure that all records, registers and required lists are maintained and shall stop construction work upon identifying any non-compliance by any contractor; this includes stopping any work should the competency of the person carrying out such work be questionable.

This appointment is valid from (**date**) to the completion of the stipulated construction work.

Contractor's Representative full name Signature Date

.....
Kindly confirm your acceptance of this appointment by completing the following:

I, (**construction health and safety officer's name**) understand the implications of the appointment as detailed above and confirm my acceptance.

Construction Health & Safety Officer's full name Signature Date

Annexure 1: Pro Forma Appointment Letters
1.5 Appointment Letter of Construction Supervisor



Company Name
Company Address
Company Address
Code

Attention: **(Construction Supervisor's Name)**

APPOINTMENT OF THE CONSTRUCTION SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 8(7)

I, **(contractor's name)** hereby appoint **(construction supervisor's name)** as the Supervisor responsible for **(site address)** to carry out the construction work of **(description of construction work and area of responsibility)**.

In terms of this appointment you are required to ensure that all construction work performed under your supervision is carried out as follows:

1. By persons suitably trained and competent to do such work;
2. That all statutory appointments have been completed;
3. That, where required, health and safety committees are established and that meetings are accordingly held;
4. That all persons are aware and understand the hazards attached to the work being carried out;
5. That the required risk assessments are carried out;
6. That precautionary measures are identified and implemented;
7. That discipline is enforced at the construction site at all times;
8. That all identified statutory requirements are met; and
9. That any other interests in terms of health and safety with respect to the responsible area is met.
10. You will in writing delegate your duties to the Assistant Construction Supervisor while absent from site.

You are required to report any deviations of the above-mentioned instructions to **(contractor's name)**. This appointment is valid from **(date)** to the completion of the stipulated construction work. You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

Contractor's Representative full name

Signature

Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(construction supervisor)** understand the implications of the appointment as detailed above and confirm my acceptance.

Contract: HS 05-2025/26 - TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF ROADS AND STORMWATER INFRASTRUCTURE IN SOSHANGUVE EXTENSION FIVE (05), TWELVE (12) AND THIRTEEN (13) OVER A PERIOD OF 36 MONTHS.



Annexure 1: Pro Forma Appointment Letters
1.5 Appointment Letter of Construction Supervisor

Construction Supervisor's full name

Signature

Date

Annexure 1: Pro Forma Appointment Letters
1.6: Appointment Letter of Excavation work Supervisor



Company Name
Company Address
Company Address
Code

Attention: (**Excavation Work Supervisor's Name**)

APPOINTMENT OF THE EXCAVATION WORK SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 13(1)(a)

I, (**contractor's name**) hereby appoint (**excavation work supervisor's name**) as the excavation work supervisor responsible for (**site address**) to supervise and carry out all the necessary inspections in terms of all excavation work as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to excavation work that that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met.

This appointment is valid from (**date**) to the completion of the stipulated construction work.

Contractor's representative full name Signature Date

Kindly confirm your acceptance of this appointment by completing the following:

I, (**excavation work supervisor's full name**) understand the implications of the appointment as detailed above and confirm my acceptance.

Excavation Work Supervisor full name Signature Date



Company Name
Company Address
Company Address
Code

Attention: **(Risk Assessor's Name)**

APPOINTMENT OF THE CONSTRUCTION SITE RISK ASSESSOR IN TERMS OF CONSTRUCTION REGULATION 9(1)

I, **(contractor's name)** hereby appoint **(risk assessor's name)** as the construction site risk assessor responsible for **(site address)** to carry out risk assessments prior to the commencement of construction work and any other risk assessment that may be required for the duration of the construction work.

You shall ensure that all risks are identified and analyzed and that safe working procedures are drafted and implemented to reduce, mitigate or controls the hazards that were identified.

You will at least use the risk evaluation program with the provided checklists.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

Contractor's representative full name Signature Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(construction site risk assessor's name)** understand the implications of the appointment as detailed above and confirm my acceptance.

Construction site Risk Assessor's full name Signature Date

ANNEXURE 2

CONSTRUCTION WORK PERMIT

Annexure 2: Construction Work Permit

Please note that the following information will be needed to facilitate the construction work permit:

No	Item	Check												
1	Annexure 1: The Permit Application Form CR 3(1)													
2	Prove of provision of costing of SHE matters in BOQ CR 3(5)(b)(iii) read with 5(1)(f) by the contractor : Adequate provision of H&S cost													
3	<p>Undertaking and Assurance by Client Relating to the Principal Contractor Competencies and resources to carry out construction –CR 5(1) (f)(g),(h),(i),(j),(k),(l),(m),(n)(o),(p),(q),(r) and(s)</p> <table border="1" style="width: 100%;"> <tr> <td>Appointment letter of PC Contractor</td> <td>CR5(1), Profile and Resources</td> </tr> <tr> <td>Amount of Project Value CR3(1)(c)</td> <td>Duration of contract</td> </tr> <tr> <td>Letter of Good Standing CR5(1)(j)</td> <td>Valid</td> </tr> <tr> <td>Appointment of Construction Manager</td> <td>SACPCMP Registration and CV</td> </tr> <tr> <td>Appointment of Safety Officer</td> <td>SACPCMP Registration and CV</td> </tr> <tr> <td>Mandatory Agreement 37.2</td> <td>Signed Document</td> </tr> </table>	Appointment letter of PC Contractor	CR5(1), Profile and Resources	Amount of Project Value CR3(1)(c)	Duration of contract	Letter of Good Standing CR5(1)(j)	Valid	Appointment of Construction Manager	SACPCMP Registration and CV	Appointment of Safety Officer	SACPCMP Registration and CV	Mandatory Agreement 37.2	Signed Document	
Appointment letter of PC Contractor	CR5(1), Profile and Resources													
Amount of Project Value CR3(1)(c)	Duration of contract													
Letter of Good Standing CR5(1)(j)	Valid													
Appointment of Construction Manager	SACPCMP Registration and CV													
Appointment of Safety Officer	SACPCMP Registration and CV													
Mandatory Agreement 37.2	Signed Document													
4	Principal Contractor Health and safety Plan and Approval by Safety Agent (CR 5(1)(L)													
<p>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.</p> <p><u>Person authorized to sign the tender:</u></p> <p>Full name (in BLOCK letters): _____</p> <p>Signature: _____</p> <p>Date: _____</p>														

ANNEXURE 3

IDENTIFIED HEALTH AND SAFETY HAZARDS

ANNEXURE 3: IDENTIFIED HEALTH AND SAFETY HAZARDS

In terms of Regulation 9(1) (b) 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.

Potential Hazards

1. Commissioning of new site
2. Confined space entry
3. Excavation shoring / brazing
4. Excavations been flooded during rainy season
5. Explosives and Blasting where possible
6. Hazardous material handling / storage / management
7. Heat stress
8. Loading and offloading vehicles
9. Manual handling of materials
10. Plant and equipment integrity
11. Public and traffic safety
12. Requirements for plant isolations
13. Safe usage and storage of Oxygen, Acetylene and LPG cylinders
14. Stacking and storage of equipment / materials
15. Tie-ins into existing equipment
16. Usage of compressed air and equipment
17. Working in operational area
18. Working on moving equipment.
19. Contaminated areas, surfaces & equipment, tools; Contaminated Personal Protective Equipment & Clothing

CITY OF TSHWANE
HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: HS 05-2025/26

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE
CONSTRUCTION OF ROADS AND STORMWATER INFRASTRUCTURE
IN SOSHANGUVE EXTENSION FIVE (05), TWELVE (12) AND THIRTEEN
(13) OVER A PERIOD OF 36 MONTHS.**

**C3.8 REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE
ENVIRONMENTAL MANAGEMENT PLAN**

C3.8 REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE ENVIRONMENTAL MANAGEMENT PLAN

1. INTRODUCTION

The EMP will address the environmental impacts during the design, construction and operational phases of a project. Due regard must be given to environmental protection during the entire project. To achieve this, several environmental specifications/recommendations are provided. These are aimed at ensuring that the Contractor maintains adequate control over the project to:

- Minimise the extent of impact during construction,
- Ensure appropriate restoration of areas affected by construction.
- Prevent long-term environmental degradation.

The contractor must be made aware of the environmental obligations that are stipulated in this document and declare himself/herself to be conversant with all relevant environmental legislation. The Contractor should also be aware that the Engineer will monitor the implementation of the procedures.

2. POLICY STATEMENT

The construction will be conducted according to the best management practices as identified to minimise the environmental impact of activities associated with the development.

3. OBJECTIVES OF THE EMP

The EMP has the following goals:

- Identifying those construction activities that may have a detrimental impact on the environment;
- Detailing the mitigation measures that will need to be taken, and the procedures for their implementation;
- Establishing the reporting system to be undertaken during the construction.

The EMP also serves to highlight specific requirements that will be monitored during development, and if the environmental impacts are not satisfactorily prevented or mitigated, corrective action will be required. The document should, therefore, be seen as a guideline that will assist in minimising the potential environmental impact of activities.

4. DESIGNATED ENVIRONMENTAL OFFICER

For the EMP, the Contractor's nominated representative should be designated as the environmental officer for the project. The nominated representative of the Contractor will therefore be responsible for ensuring that the provisions of the EMP are complied with. The Engineer will be responsible for

issuing instructions to the Contractor when environmental considerations necessitate action. The environmental officer will submit monthly reports to the on-site Engineer, who will verify the information.

5. LEGAL REQUIREMENTS

Under normal circumstances, EMP would be the end result or the final stage in the EIA procedure. For actions that do not require approval, the City of Tshwane Metropolitan Municipality has undertaken to compile generic EMPs to assist in minimising degradation of the area. This project falls into the non-approval category: special maintenance, rehabilitation, and specific upgrades.

6. MITIGATION MEASURES

When setting mitigation measures, the practical implications of implementing them must be borne in mind. With early planning, both the cost and the impacts can be minimised.

6.1 Establishment of site offices

6.1.1 Site plan

The Contractor shall provide the Engineer on site with a plan detailing the layout of site offices, facilities such as chemical toilets, areas for the stockpiling of materials, storage of hazardous materials, and the provision of containers. The site offices should not be sited near steep regions, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the site, and in particular the ablution facilities, aggregate stockpiles and hazardous material stockpiles are located as far away as possible from any water course as possible.

The site plan shall be submitted before the site handover meeting. Read with Standard Specifications for Municipal Civil Engineering Works: Sections 001 and 002.

6.1.2 Vegetation

The vegetation surrounding the site offices is to be left as intact as possible, and vegetation planted at the site should be indigenous. Only trees directly affected by the works and such others as may be indicated by the Engineer in writing may be sawn off/removed.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien invader plant shall be hand-cleared before seeding. Read with Specifications: 104 – Landscaping and grassing.

6.1.3 Rehabilitation

The site offices will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas, is to be removed from the site on completion of the contract. Read with

Part C3: Scope of Work

Section 3.8: References to the Scope of Works in terms of the Environmental Management Plan

Specifications Sections 001, 002 and 104.

6.1.4 Water for human consumption

Water for human consumption must be tested and treated in accordance with recommendations.

6.2 Sewage treatment

Adequate toilet facilities are to be provided. Use of the veld for this purpose shall not, under any circumstances, be allowed. The Contractor shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer. Latrines shall be positioned within walking distance from wherever employees are employed on the works.

Sewage treatment will require one of the following sewage handling methods: septic tanks and soakaways, dry composting toilets such as “enviro loos”, or chemical toilets supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the selected area, the duration of the contract, and the proximity (availability) of providers of chemical toilets, to be determined in consultation with the Site Engineer. Read with Specifications 104.

6.3 Waste management

Waste management and waste minimisation must be implemented at the outset of the contract. The Contractor will be required to prepare and submit a method statement for approval.

6.3.1 Litter

No littering by construction workers is allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition, and the site is to be kept free of litter. Read with Specifications Sections 001 and 002.

6.3.2 Removal of solid waste

Solid waste is to be stored in an appointed area for collection and disposal. A refuse control system must be established for the collection and removal of refuse to the satisfaction of the Engineer. Disposal of solid waste will be at a Department of Water Affairs and Sanitation licensed landfill site.

6.3.3 Hazardous waste

Hazardous waste such as bitumen, tar, oils, etc. shall be disposed of in a Department of Water Affairs and Sanitation approved landfill site. Special care must be taken when using tar products, such as tar prime or pre-coating fluid, to prevent water-soluble phenols from entering the ground or contaminating water.

Part C3: Scope of Work

Section 3.8: References to the Scope of Works in terms of the Environmental Management Plan

6.4 Soil management

6.4.1 Topsoil

The contract provides for the stripping and stockpiling of topsoil from the site for later reuse. Topsoil is considered to be of a minimum thickness of ± 300 mm of the natural soil, including all the vegetation and organic matter. The areas to be cleared of topsoil shall include the storage areas. Weeds appearing on the stockpiled topsoil shall be removed by hand before seeding. Soils contaminated by hazardous substances shall be disposed of in an approved Department of Water Affairs and Sanitation waste disposal site.

6.4.2 Borrow material

For this development, borrow material will be obtained from commercial sources. The Contractor's attention is, however, drawn to the requirements set forth by the Department of Mineral Resources and Energy (DMRE) in terms of the submission of EMPRs for the establishment, operation and rehabilitation of borrow pits and quarries. The cost of complying with the requirements shall be deemed included in the existing rates in the schedule of quantities. Read with the Specification Section 203.

6.5 Discovery of archaeological sites, artefacts or graves

6.5.1 Archaeological site

If an artefact on site is uncovered, work in the immediate vicinity must be stopped immediately. The Contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately, upon discovery thereof, inform the Engineer of such discovery. The Provincial Heritage Resources Agency (PHRAG) must be contacted, which will appoint an archaeological consultant. Work may resume only once the archaeologist provides written clearance. Read with the General Conditions of Contract.

6.5.2 Graves

If a grave on site is uncovered, work in the immediate vicinity must be stopped, and an undertaker as well as the Provincial Heritage Resources Agency (PHRAG) should be contacted. The undertaker will place advertisements in the newspapers concerning the grave. He will also arrange for the relocation of the remains, if necessary. Read with the General Conditions of Contract.

6.6 Stockpiled material

The Contractor shall so plan his activities that materials excavated from borrow pits and cuttings, insofar as possible, can be transported directly to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material must be indicated and demarcated on the site plan and approved in writing by the engineer.

Part C3: Scope of Work

Section 3.8: References to the Scope of Works in terms of the Environmental Management Plan

The area chosen shall be devoid of indigenous trees and shrubs. Care shall be taken to preserve all vegetation in the immediate vicinity of these temporary stockpiles. After the stockpiled material has been removed, the site shall be reinstated as closely as possible to its original condition. All areas affected by stockpiling shall be landscaped, topsoiled and grassed to the Engineer's approval and at the Contractor's cost.

Material milled out of the existing road surface that is temporarily stockpiled within the road reserve shall:

- be stockpiled to be as inconspicuous as possible
- be prevented from contaminating water courses,
- be cleared of weeds.

In all cases, the areas for the stockpiling and disposal of construction rubble shall be approved by the Engineer before such operations commence. Read with Series 2: Earthworks – Section 203.

6.7 Fuel, diesel and other hazardous materials

6.7.1 Hazardous materials

All hazardous materials, i.e. bitumen binders, shall be stored in an appointed area that is fenced and has restricted entry. Storage of bituminous products shall take place only in suitable containers approved by the Engineer.

Under no circumstances shall the spoiling of bituminous products on the site, over embankments, in borrow pits or any burying be allowed. Unused or rejected bituminous products shall be taken to the supplier's production plant. No spillage of bituminous products shall be permitted on site. Affected areas shall be promptly reinstated to the Engineer's satisfaction.

6.7.2 Fuel

Should any fuel storage tank be required on site, the Contractor shall ensure that he has complied with the necessary legal requirements for the erection of such tanks. Leakage must be avoided. The fuel and diesel must be stored in a bunded area with adequate containment (at least 1,5 times the volume of the fuel) for potential spills and leaks.

6.7.3 Oil, grease

Oil, grease, and cleaning materials from the maintenance of vehicles and machinery shall be collected in a sump and returned to the supplier or otherwise disposed of at a registered site.

6.7.4 Cooking oil

The Contractor should ensure that sufficient fuel is available for heating and cooking, if necessary.

Part C3: Scope of Work

Section 3.8: References to the Scope of Works in terms of the Environmental Management Plan

6.7.5 Spillages

Streams, rivers and dams must be protected from direct or indirect spillage of pollutants, including refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials, and bituminous products. In the event of a spill, competent authorities must promptly clear the affected area.

6.8 General considerations

Complaints received regarding environmental activities on the construction site shall be recorded in a designated register, and the response shall be noted with the date and action taken. This record must be submitted with the monthly reports.

Any avoidable non-compliance with the measures as mentioned above may be considered sufficient ground for withholding payment of part or all amounts to be paid for the said item.

7. MEASUREMENT AND PAYMENT

The Contractor shall not be separately reimbursed or compensated in respect of his compliance with the provisions of this part of the Scope of Works. All costs so incurred shall, save and except to the extent provided for the schedule of quantities under SECTION 001: GENERAL REQUIREMENTS AND CHARGES, be deemed to be included in the rates tendered for the various items of work listed in the schedule of quantities.

TABLE 1 : SUMMARY OF MITIGATION MEASURES

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
<i>Establishment of site offices</i>	<i>Siting of offices</i>	<i>Preferred areas are flat along the route. Avoid steep areas as soil erosion could increase. Avoid water courses</i>	<i>001 002.02.01</i>
	<i>Site Plan</i>	<i>Contractor will provide the engineer with details of the layout of site facilities within two weeks of moving to the site, including chemical toilets, demarcation of areas for stockpiling of materials, storage of hazardous materials, and the provision of containers. The offices shall be fenced. The site plan will be submitted before the site handover meeting.</i>	<i>001 002</i>
<i>Site rehabilitation</i>	<i>Cleanup</i>	<i>All construction materials are to be removed from the site upon</i>	<i>001 002</i>

Part C3: Scope of Work

Section 3.8: References to the Scope of Works in terms of the Environmental Management Plan

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
		<i>completion of the contract.</i>	104
<i>Vegetation</i>	<i>On site</i>	<i>Vegetation planted on the site should be indigenous. Only trees directly affected by works, as indicated in writing by the Engineer, shall be sawn off/removed</i>	104
	<i>Weeds</i>	<i>Weed clearance must be done by hand before seeding.</i>	104
	<i>Grass cover</i>	<i>The grass cover surrounding the construction site is to be left intact or restored to its original condition.</i>	104
<i>Water</i>	<i>Available for human consumption</i>	<i>Water for human consumption must be tested and treated in accordance with recommendations.</i>	
<i>Soil management</i>	<i>Topsoil</i>	<i>The topsoil (\pm 300 mm) of any excavation shall be removed and stockpiled separately from the underlying material in an appointed area</i>	203 104
	<i>Borrow material</i>	<i>EMPRs for borrow pits to be submitted to the DMRE for approval</i>	201 203
<i>Archaeological & Cultural sites</i>	<i>Discover of archaeological sites of artefacts</i>	<i>If an artefact is uncovered on site, work in the immediate vicinity must be stopped immediately, and an archaeological consultant must be contacted. Work may resume only once the archaeologist provides written clearance.</i>	GCC
<i>Graves</i>	<i>Discovery of graves</i>	<i>If a grave on site is uncovered, work in the immediate vicinity must be stopped and an undertaker contacted.</i>	GCC
<i>Waste management</i>	<i>Solid & Construction waste</i>	<i>Solid waste is to be stored in an appointed area for collection and disposal. Waste will be disposed of at a DWS-licensed landfill, and no waste may be burnt on site.</i>	
	<i>Litter</i>	<i>The site is to be kept free of litter</i>	001
<i>Sewage treatment</i>	<i>Toilet facilities</i>	<i>Adequate toilet facilities are to be provided, and chemical toilets are to be sited in consultation with the site</i>	001 002

Part C3: Scope of Work

Section 3.8: References to the Scope of Works in terms of the Environmental Management Plan

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
		<i>engineer. Use of the field for this purpose shall not be allowed.</i>	
<i>Fuel, diesel & hazardous materials</i>	<i>Hazardous Materials</i>	<i>All hazardous materials, ie bitumen binders, will be stored in an appointed area that is fenced and has restricted entry. No spoiling of bituminous products on site, over embankments, in borrow pits or any burning. No spillage of bituminous products shall be allowed on site.</i>	
	<i>Fuels</i>	<i>All fuel tanks will be stored in an appointed area. Leakage will be avoided.</i>	
	<i>Cooking fuel</i>	<i>The Contractor should ensure that sufficient fuel is available for heating and cooking, if necessary.</i>	
	<i>Oil, grease</i>	<i>Oil, grease, and cleaning materials from vehicle maintenance shall be collected in a sump and returned to the supplier.</i>	
	<i>Spillages</i>	<i>Streams, rivers, or dams must be protected against the spillage of pollutants mentioned in 6.7 (e). In the event of a spillage, prompt action must be taken to clear the affected area.</i>	
<i>General considerations</i>	<i>Lines of authority</i>	<i>A nominated representative of the contractor will be the designated environmental officer for the site.</i>	RELEVANT SECTION IN SPECIFICATIONS
	<i>Reports</i>	<i>The environmental officer will submit monthly reports to the Engineer, who will verify the information.</i>	
	<i>Complaints</i>	<i>Complaints received regarding activities on the construction site pertaining to the environment should be recorded in a designated register, and the response noted with the date and action taken. This record must be submitted with the monthly report</i>	

Contract: HS 05-2025/26- TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF ROADS AND STORMWATER INFRASTRUCTURE IN SOSHANGUVE EXTENSION FIVE (05), TWELVE (12) AND THIRTEEN (13) OVER A PERIOD OF 36 MONTHS.



Part C3: Scope of Work

Section 3.8: References to the Scope of Works in terms of the Environmental Management Plan

CITY OF TSHWANE
HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: HS 05-2025/26

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE
CONSTRUCTION OF ROADS AND STORMWATER INFRASTRUCTURE
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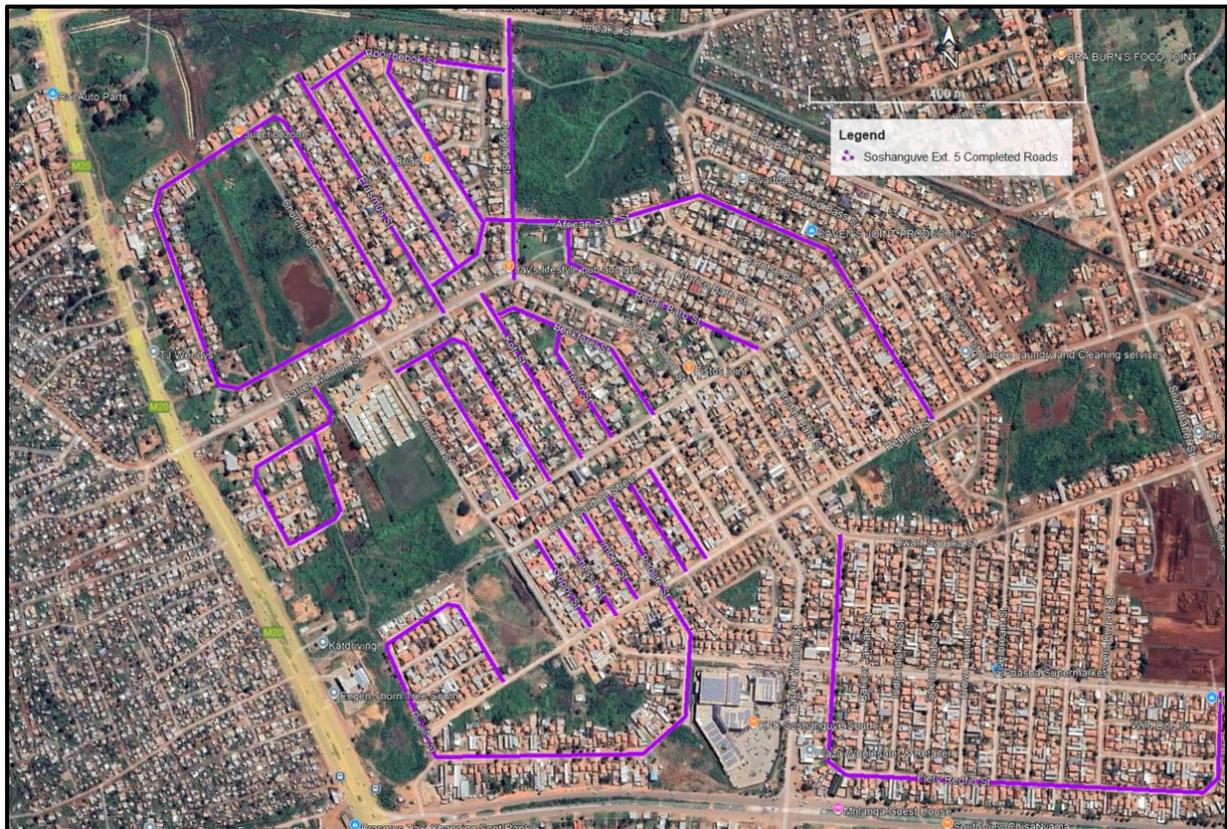
C4 SITE INFORMATION

Part C4: Site Information
Section C4.1: Locality Plan

C4.1 LOCALITY

Soshanguve Extension 05 developmental area is situated in ward 90, Region 1 of the City of Tshwane. Soshanguve Extension 12 and 13 developmental area is situated in ward 32, ward 37, Region 1 of the City of Tshwane. The development is situated on portion of farm Klip-Kruisfontein 708JR, Ward 37 Soshanguve extension 12 and 13, which is surrounded by mostly residential development. The locality of the project area is shown in Table and Figures below.

Project Area	Latitude	Longitude
Soshanguve Ext 5	25°35'32.11"S	28° 5'2.91"E
Soshanguve Ext 12	25°35'24.10"S	28° 3'17.63"E
Soshanguve Ext 13	25°35'21.55"S	28° 2'46.40"E



Locality Plan – Soshanguve Extension 05 Area with Completed Roads that will Require Maintenance

Part C4: Site Information
Section C4.1: Locality Plan



Locality Plan – Soshanguve Extension 12 and 13 Area

C4.2 GEOLOGY

According to the published 1:250 000 geological map (Sheet 2528 Pretoria), the study area is underlain by rocks of the Bushveld complex, Rustenburg layered suite. The site forms part of the upper zone of the Rustenburg layered suite. The rocks can be identified as Ferro gabbro with a magnetite layer

Part C4: Site Information
Section C4.1: Locality Plan



Geological Map

Based on the Geotechnical Report produced by Kimopax Group, the following conclusions can be drawn up:

• **Soil Profile:**

The soil profiles are consistent across this site, generally characterized by Topsoil or Colluvium, Imported Material, Residual Ferro Gabbro or Residual Ferro Gabbro with layers of Magnetite and underlain by the Ferro Gabbro Rock, respectively.

• **Geology:**

According to the published 1:250 000 geological map (Sheet 2528 Pretoria), the study area is underlain by rocks of the Bushveld complex, Rustenburg layered suite. The site forms part of the upper zone of the Rustenburg layered suite.

• **Groundwater:**

Groundwater seepage was encountered in three (3) test pits located within Soshanguve Ext 5.

• **Excavation:**

The material on site can be excavated with the use of spades and picks to a depth of approximately 1.5 meters across the site. Soft to Intermediate rock excavation class in terms of SANS 1200D is assumed for this area.

• **DCP Tests:**

The DCP results are consistent across the site and reveals that the subsoil strength decreases with depth.

C4.3 EXISTING INFRASTRUCTURE

The site consists of existing residential areas, schools, shopping centre, etc, Electrical, water and sanitation infrastructure has been constructed to date.

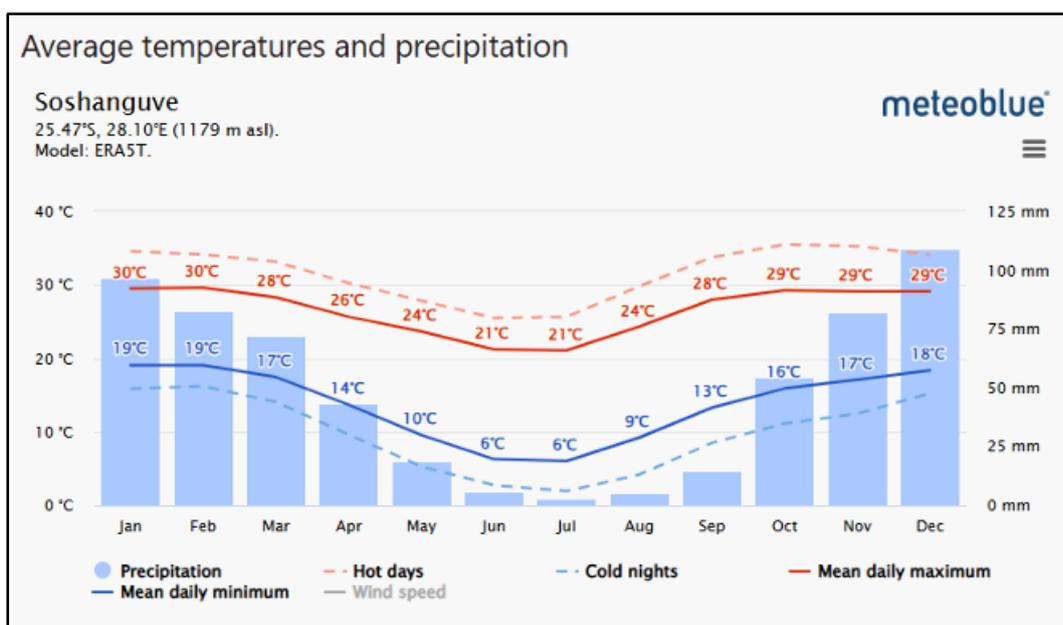
The site will be in its current state upon establishment for works. During the works, the landscaping and surrounding areas will change due to the installation of civil works and building works, etc.

The most important consideration in relation to the proposed development is the presence of potentially expansive clay, potentially collapsible sand and abundant partially constructed building platforms, sewer network and water network which will have to be completed before carrying out new works.

Due to the fact that the site is an established township, various gardens, grassed sidewalks, trees, shrubs, vegetation, and established driveways will be affected. Special attention need to be paid to these items. The driveways and grassed areas will have to be reinstated as the original state prior to construction activities. Special arrangements will have to be done with the owners of the various stands as to allow proper and sufficient access to their stands during the construction activities

C4.4 CLIMATE AND HYDROLOGY

Based on Figure below, the "mean daily maximum" (solid red line) shows the maximum temperature of an average day for every month for Soshanguve. Likewise, "mean daily minimum" (solid blue line) shows the average minimum temperature. Hot days and cold nights (dashed red and blue lines) show the average of the hottest day and coldest night of each month of the last 30 years. The study area falls within the temperate highland sub-tropical region of South Africa where the N-Value is between 2 and 5. This indicates that moderate climatic conditions occur on the site and that the rock and soil are, therefore, expected to be subject to predominantly chemical weathering. Refer to Figure below.



Average Annual Climatic Conditions

