

**OFFICE OF THE CHIEF OPERATIONS OFFICER
ENTERPRISE PROGRAMME MANAGEMENT UNIT**



TENDER REFERENCE: COO 03-2025.26

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE
CONSTRUCTION SERVICES FOR THE UPGRADING OF EXISTING GRAVEL
ROAD - JUBILEE ROAD LINK 1 (MFUMO STREET) IN HAMMANSKRAAL
FOR A PERIOD OF 08 MONTHS**

VOLUME 1

A Tender for Category 7 CE CIDB registered Contractors

ISSUED BY:	PREPARED BY:
The Acting Divisional Head <u>Supply Chain Management</u> Tshwane House 320 Madiba Street Pretoria 0002	The Acting Divisional Head <u>ENTERPRISE PROGRAMME MANAGEMENT UNIT</u> PO Box 440 PRETORIA 0001 Tel: 012 358-8283

Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	
CoT Vendor No:	CDS No:
Contact Person:	CIDB Grading:
Tel. No:	E-Mail Address:
Cell No:	Fax No:

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PORTION 1: TENDER

PART T1: TENDER PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

City of Tshwane
COO 03-2025.26



OFFICE OF THE CHIEF OPERATIONS OFFICER

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION SERVICES FOR THE UPGRADING OF EXISTING GRAVEL ROAD - JUBILEE ROAD LINK 1 (MFUMO STREET) IN HAMMANSKRAAL FOR A PERIOD OF 08 MONTHS

Tenders are hereby invited for the above services.

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

The tender documents will be available for download on www.etender.gov.za and www.tshwane.gov.za from 12 December 2025. The compulsory briefing session with the representatives of the Employer will take place as follows:

Venue: 320 Madiba Street, Tshwane Houe,
ePMU Boardroom,
Ground Floor. Pretoria
Date: 21 January 2026 at 10:00;

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

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of 90 days after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Municipality.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 City reserves the right to extend the validity period after consultation with the concerned parties.

The closing time for receipt of tenders is 11 February at 10:00. Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to the CHIEF FINANCIAL OFFICER: FINANCIAL SERVICES DEPARTMENT, SUPPLY CHAIN MANAGEMENT, PRETORIA, 0001 and must be submitted in the tender box situated at Tshwane House (at the entrance to Tshwane House), 320 Madiba Street, Pretoria, 0001. Tenders will be opened at the latter address at the time indicated.

TECHINICAL ENQUIRIES: Employer's Agent: Acting Divisional Head: Ntsako Hobyani
Telephone: 012 358 8688
E mail: Ntsakoh@tshwane.gov.za

SUPPLY CHAIN ENQUIRIES: Employer's Agent: Ipfi Davhana
Telephone: 012 358 2994
E mail: ipfid@tshwane.gov.za

Mr J Mettler
CITY MANAGER
NOTICE 09 of 2025/26

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 to which it mainly applies.

CLAUSE NUMBER		TENDER DATA
C.1.1	Actions	The Employer is City of Tshwane Metropolitan Municipality
C.1.2	Tender Documents	<p>Volume 1: <u>Tender Document</u></p> <p>THE TENDER</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 – Tender notice and invitation to tender</p> <p>T1.2 – Tender data</p> <p>T1.3 – Standard Conditions of Tender</p> <p>Part T2: Returnable documents</p> <p>T2.1 – List of returnable documents</p> <p>T2.2 – Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 – Form of offer and acceptance</p> <p>C1.2 – Contract data</p> <p>C1.3 – Form of guarantee</p> <p>C1.4 – Guarantee (Cash deposit)</p> <p>C1.5 – Health and safety agreement</p> <p>C1.6 – Adjudicators contract</p> <p>Part C3: Scope of work</p> <p>C3 – Scope of work</p> <p>Part C4: Site information</p> <p>C4 – Site information</p>
C.1.3	Interpretation	Add the following new clause:
C.1.3.4		<i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i>
C.1.4	Communication and Employer's Agent	<p>Agent: Shepherd Sachinda</p> <p>Address: Constantia Office Park 546 16th Road Randjespark, 1685</p> <p>Tel: 073 075 6413</p> <p>E-Mail: shepherd@mjtconsulting.co.za</p>
C.2.1	Eligibility (mandatory requirements)	<p>All the following mandatory requirements must be complied with, or the tender will be regarded as non-responsive and not be considered further:</p> <p>Reference is made to CIDB Act section 18(1), CIDB regulation 17, CIDB regulation 25(1) and (7A). Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contract grading designation equal to or higher than a contractor</p>

CLAUSE NUMBER	TENDER DATA
	<p>grading designation determined in accordance with the sum tendered for a class 7CE grading of construction work, are eligible to submit tenders.</p> <p>Contractors who are potentially emerging enterprises grading level will not be considered for this bid and will be automatically disqualified.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of a joint venture is registered with the CIDB within 10 days of the closing date of tenderers; the lead partner has a contractor grading designation in the 6CE or higher class of construction work; and <p>The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation in accordance with the sum tendered for a 7CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.</p> <p>The following mandatory competencies are also applicable to key personnel that resides with the owner and/or key nominated representatives of the Contractor. Only those tenders who have in their full time employ a person satisfying the following criteria: Company must confirm that the person/s are in full time employment (Refer to Functionality under C.3.11.1) :</p> <ol style="list-style-type: none"> CONTRACTS MANAGER - A person(s) registered as a Professional Construction Project Manager or Professional Construction Manager with the South African Council for the Project and Construction Management Professions (SACPCPM) in terms of the Project and Construction Management Professions Act, 2000 (Act 46 of 2000); or a person(s) registered as a Professional Civil Engineer and/or Professional Civil Engineering Technologist in terms of the Engineering Profession Act, 2000 (Act 46 of 2000); with National Diploma or Higher in relevant Civil Engineering Discipline CONSTRUCTION MANAGER - A person(s) registered as a Professional Construction Manager with South African Council for the Project and Construction Management Professions (SACPCPM) in terms of the Project and Construction Management Professions Act, 2000 (Act 46 of 2000); with National Diploma or Higher in relevant Civil Engineering Discipline SUPERVISOR / ASSISTANT CONSTRUCTION MANAGER (National Diploma (NQF6) or Higher in Civil Engineering or relevant Build Environment Discipline) CONSTRUCTION HEALTH & SAFETY OFFICER - A person(s) registered as a Professional Construction Health and Safety Officer in terms of the Project and Construction Management Professions Act, 2000 (Act 46 of 2000) with South African Council for the Project and Construction Management Professions (SACPCPM); with National Diploma or Higher in relevant Health and Safety Discipline BANK RATING - All bidders to provide a minimum bank rating of a "C". Value is R10 000 000. Bank rating letter to be obtained from an official commercial bank. <p>A certified copy of professional registration and qualifications must be submitted with the bid. (Refer to returnable schedule RD.A.7: Proof of Registration in terms of the relevant Professions Act, in Part T2: Returnable Schedules)</p>

CLAUSE NUMBER	TENDER DATA
	Should a tenderer not comply in this regard, the tenderer will be administratively disqualified during evaluation. These persons provided by the bidders have to be employed on the proposed project for the duration of the project. Should that person not be available for whatever reason, then he/she must be replaced by a person of equal experience or higher. This person/s needs to be approved by the City prior to replacement.
C.2.2 Cost of Tendering	The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
C.2.5 Reference Documents	<p>Add the following:</p> <p>Unless specified otherwise in this document, the following standards and conditions of contract will be applicable under this Contract:</p> <ul style="list-style-type: none"> The document <i>“Standard Specifications for Municipal Civil Engineering Works”, Third Edition, 2005</i> issued by the Divisional Head: Roads and Stormwater of the City of Tshwane. <p>This document is obtainable free of charge on the website www.tshwane.gov.za.</p> <ul style="list-style-type: none"> The latest print version as current at 30 days before close of tenders of the document <i>“General Conditions of Contract for Construction Works 3rd Edition, 2015”</i> including corrections thereto as current at 30 days before close of tenders, as published by the <i>South African Institution of Civil Engineering</i>. <p>The document may be purchased in hard copy from the <i>South African Institution of Civil Engineering</i> or may be purchased online as an electronic reference document in PDF format by following the relevant links on www.saice.org.za. The corrections may be downloaded from the SAICE website www.saice.org.za.</p>
C.2.7 Clarification meeting	<p>The arrangements for a compulsory clarification meeting are as stated in the tender notice and invitation to tender.</p> <p>Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to and tenders received from those tendering entities appearing on the attendance register.</p> <p>Tender documents will not be made available at the clarification meeting.</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 7 (seven) working days before the closing time stated in the tender data.</i></p>
C.2.9 Insurance	The Employer will not provide any insurance. (See Clause 2.20 in this regard)
C.2.12 Alternative offers	Alternative tender offers will not be considered.
C.2.13 Submitting a tender offer C.2.13.2	<p>Replace the contents of the clause with the following:</p> <p><i>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</i></p> <p><i>All volumes are to be left intact in original format and no pages shall be removed or re-arranged</i></p>

CLAUSE NUMBER	TENDER DATA
C.2.13.3	<p>Parts of each tender offer communicated on paper shall be submitted as an original, plus a scanned copy in PDF format on a memory stick.</p> <p>In addition to the hard copy submission, each tenderer is required to submit a scanned copy of the fully completed and signed tender submission document. This is to be on a memory stick attached to the original tender submission documents, adequately identifiable as belonging to the tenderer, be in PDF format scanned at 400 DPI, and be in full colour.</p>
C.2.13.4	<p>Add the following to the clause</p> <p><i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i></p> <p><i>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</i></p> <p><i>In the case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.</i></p> <p><i>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf.</i></p> <p><i>In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in the Tender.</i></p> <p><i>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a resolution of each company of the joint venture together with a resolution by its members authorising a member of the joint venture to sign the documents on behalf of the joint venture.</i></p> <p><u>Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.</u></p>
C.2.13.5	<p>The identification details are:</p> <p>Tender Reference: COO 03-2025.26</p> <p>Tender Description: TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION SERVICES FOR THE UPGRADING OF EXISTING GRAVEL ROADS - JUBILEE ROAD LINK 1 (MFUMO STREET) IN HAMMANSKRAAL FOR A PERIOD OF 08 MONTHS</p> <p>Closing Time: 10:00</p> <p>Closing Date: 11 February 2025</p> <p>Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be placed in the tender box located at:</p> <p>TSHWANE HOUSE (TENDER BOX AT THE ENTRANCE OF TSHWANE HOUSE) 320 MADIBA STREET PRETORIA 0001</p>

CLAUSE NUMBER	TENDER DATA
	This address is 24 hours available for delivery of tender offers.
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed offers will not be accepted
C.2.13.1 0	<p>Add the following sub- clause C.2.13.10:</p> <p><i>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</i></p>
C.2.14 Information and data to be completed in all respects	<p>Add the following to the clause:</p> <p><i>The Tenderer is required to enter information in the following sections of the document:</i></p> <p><i>Section T2.2 : Returnable Schedules</i> <i>Section C1.1 : Form of Offer and Acceptance</i> <i>Section C1.2 : Contract Data (Part 2)</i></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>
C.2.15 Closing time	The closing time for submission of tender offers is stated in the tender notice and invitation to tender.
C.2.16 Tender offer validity C.2.16.5	<p>The tender offer validity period is 90 days.</p> <p>Add the following new clause</p> <p><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>

CLAUSE NUMBER	TENDER DATA
C.2.18 Provide other material	The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.20 Submit securities, bonds, policies, etc.	Securities, bonds, policies etc. will form part of the Task Order process and will be to the format included in Section C1.3 of this procurement document.
C.2.23 Certificates	Refer to part T2 of this procurement document for a list of the documents that are to be returned with the tender.
C.2.24 Conditions Associated with the Granting of Preferences	<p>Add the following new clause</p> <p><i>The Tenderer, undertakes to:</i></p> <ul style="list-style-type: none"> a) <i>engage one or more Targeted Enterprises / Targeted Labour in accordance with the provisions of the SANS 1914 as varied in the Procurement Section of the Scope of Works;</i> b) <i>deliver to the Employer, within 5 working days of being requested in writing to do so, a Targeted Enterprise Declaration Affidavit in respect of all Targeted Enterprises engaged at prime contract level to satisfy Contract Participation Goal requirements;</i> c) <i>Accept the sanctions set out in the Scope of Works should such conditions be breached.</i>
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 Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</i></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> <ul style="list-style-type: none"> a) <i>who is in the service of the state; or</i> b) <i>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i> c) <i>a person who is an advisor or consultant contracted with the municipality or municipal entity.</i> <p><i>In the service of the state means to be -</i></p> <ul style="list-style-type: none"> a) <i>a member of:-</i> <ul style="list-style-type: none"> • <i>any municipal council;</i> • <i>any provincial legislature; or</i> • <i>the National Assembly or the National Council of Provinces;</i> b) <i>a member of the board of directors of any municipal entity;</i> c) <i>an official of any municipality or municipal entity;</i> d) <i>an employee of any national or provincial department;</i> e) <i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i> f) <i>a member of the accounting authority of any national or provincial public entity; or</i> g) <i>an employee of Parliament or a provincial legislature.</i> <p>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>

CLAUSE NUMBER	TENDER DATA
C.2.27 Awards to close family members of persons in the service of the state	<p>Add the following new clause</p> <p><i>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including -</i></p> <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>
C.2.28 Vendor registration	<p>Add the following new clause</p> <p><i>The contractor will be required to register 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 the space provided on the cover page of this Tender document.</i></p> <p><i>Vendor registration documents and support is available from the Procurement Advice Centre or from https://vendorportal.tshwane.gov.za/ All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.</i></p>
C.2.29 Tax	<p>Add the following new clause</p> <p><i>A tax clearance certificate with tax PIN must be submitted with this tender document.</i></p> <p><i>In the case of a Joint Venture/Consortium the tax clearance certificates must be individual original tax clearance certificates for the members of the Joint Venture/Consortium are not acceptable.</i></p>
C.3.1 Respond to requests 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
C.3.11 Evaluation of tender offers	<p>The tender will be evaluated in Four (4) stages namely:</p> <p>Stage 1: Administrative compliance</p> <p>Stage 2: Mandatory requirements</p> <p>Stage 3: Functionality Evaluation</p> <p>Stage 4: Preference Points System</p>
C.3.11.1 General	<p>Method 2 will be used to evaluate all responsive tender offers in terms of Clause C.3.11.2 of the Standard Conditions of Tender</p> <p>Add the following new clause:</p> <p>1. STAGES OF EVALUATION</p>

CLAUSE NUMBER	TENDER DATA															
	<p>This bid will be evaluated in Four (4) evaluation stages namely:</p> <ul style="list-style-type: none">• Stage 1: Administrative compliance All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.• Stage 2: Mandatory requirements (Refer to C.2.1.)• Stage 3: Functionality Evaluation 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.• Stage 4: Preference Points System <p>Stage 1: ADMINISTRATIVE COMPLIANCE</p> <p>All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.</p> <p>A compulsory site meeting and briefing session to be held:</p> <table><tr><th>Compulsory Returnable Documentation (Submission of these are compulsory)</th><th>Submitted (YES or NO)</th><th>Checklist (Guide for Bidder and the Bid Evaluation Committee)</th></tr><tr><td>a) To enable The City to verify the bidder’s tax compliance status, the bidder must provide;<ul style="list-style-type: none">• Tax compliance status PIN.or• Central Supplier Database (CSD)</td><td></td><td>Tax status must be compliant before the award.</td></tr><tr><td>b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;</td><td></td><td>CSD must be valid.</td></tr><tr><td>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</td><td></td><td>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?</td></tr><tr><td>d) In addition to the above, confirmation that all the bidding company’s owners / members / directors / major shareholders municipal service charges,</td><td></td><td>Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for</td></tr></table>	Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)	a) To enable The City to verify the bidder’s tax compliance status, the bidder must provide; <ul style="list-style-type: none">• Tax compliance status PIN.or• Central Supplier Database (CSD)		Tax status must be compliant before the award.	b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid.	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		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?	d) In addition to the above, confirmation that all the bidding company’s owners / members / directors / major shareholders municipal service charges,		Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for
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d) In addition to the above, confirmation that all the bidding company’s owners / members / directors / major shareholders municipal service charges,		Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for														

CLAUSE NUMBER	TENDER DATA		
	<p>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 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>the company's owners / members / directors / major shareholders? Are municipal service charges, rates and 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 not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.</p>		<p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <p>Are Audited financial statements provided (Audited financials must be signed by auditor) Or proof that the bidder is not required by law to prepare audited financial statements.</p>

CLAUSE NUMBER	TENDER DATA		
	<p>g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.</p> <p>NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.</p>		<p>If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.</p>
	<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 roads and stormwater construction 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> <p>a. CONTRACTS MANAGER - A person(s) registered as a Professional Construction Project Manager or Professional Construction Manager with the South African Council for the Project and Construction Management Professions (SACPCPM) in terms of the Project and Construction Management Professions Act, 2000 (Act 46 of 2000); or a person(s) registered as a Professional Civil Engineer and/or Professional Civil Engineering Technologist in terms of the Engineering Profession Act, 2000 (Act 46 of 2000); with National Diploma or Higher in relevant Civil Engineering Discipline.</p>			

CLAUSE NUMBER	TENDER DATA																									
	<p>b. CONSTRUCTION MANAGER - A person(s) registered as a Professional Construction Manager with South African Council for the Project and Construction Management Professions (SACPCPM) in terms of the Project and Construction Management Professions Act, 2000 (Act 46 of 2000), with National Diploma or Higher in relevant Civil Engineering Discipline</p> <p>c. SUPERVISOR / ASSISTANT CONSTRUCTION MANAGER (National Diploma (NQF6) or Higher in Civil engineering or relevant Build Environment Discipline)</p> <p>d. CONSTRUCTION HEALTH & SAFETY OFFICER - A person(s) registered as a Professional Construction Health and Safety Officer in terms of the Project and Construction Management Professions Act, 2000 (Act 46 of 2000) with South African Council for the Project and Construction Management Professions (SACPCPM); with National Diploma or Higher in relevant Health and Safety Discipline</p> <p>e. BANK RATING - All bidders to provide a minimum bank rating of a “C”. Value is R10 000 000. Bank rating letter to be obtained from an official commercial bank.</p> <p>Stage 3: FUNCTIONALITY EVALUATION</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> <p>Roads and stormwater infrastructure projects (Class of Works –CIDB: 7 CE)</p> <table><tr><th>Functional criteria for CIDB Grading 7 (Work Class CE)</th><th>Sub criteria</th><th>Scale</th><th>Weight</th><th>Maximum number of points</th></tr><tr><td rowspan="4">Tenderer’s specific experience with respect to specific aspects of the project category / comparable projects, e.g. Roads and Storm water within the last 15 years, with the largest of these projects valued at a minimum of R 9 million. Experience must be backed by signed appointment letters from the previous Client on the Client’s letter head and completion certificates attached to the tender. Appointment and Completion certificate must be of similar work. If appointment letters and completion certificates are not attached and cannot be verified the tenderer no be allocated any point during evaluation.</td><td>1 to 2 qualifying projects</td><td>1</td><td rowspan="4">10</td><td rowspan="4">40</td></tr><tr><td>3 to 4 qualifying projects</td><td>2</td></tr><tr><td>5 to 7 qualifying projects</td><td>3</td></tr><tr><td>8 and more qualifying projects</td><td>4</td></tr><tr><td rowspan="3">Plant and Equipment: Water Cart Tractor Backhoe Loader (TLB) Tipper Truck</td><td>Min 9000 litre capacity</td><td>1</td><td rowspan="3">4</td><td rowspan="3">12</td></tr><tr><td>Min 60 kW</td><td>1</td></tr><tr><td>Min 10 Ton</td><td>1</td></tr></table>	Functional criteria for CIDB Grading 7 (Work Class CE)	Sub criteria	Scale	Weight	Maximum number of points	Tenderer’s specific experience with respect to specific aspects of the project category / comparable projects, e.g. Roads and Storm water within the last 15 years, with the largest of these projects valued at a minimum of R 9 million. Experience must be backed by signed appointment letters from the previous Client on the Client’s letter head and completion certificates attached to the tender. Appointment and Completion certificate must be of similar work. If appointment letters and completion certificates are not attached and cannot be verified the tenderer no be allocated any point during evaluation.	1 to 2 qualifying projects	1	10	40	3 to 4 qualifying projects	2	5 to 7 qualifying projects	3	8 and more qualifying projects	4	Plant and Equipment: Water Cart Tractor Backhoe Loader (TLB) Tipper Truck	Min 9000 litre capacity	1	4	12	Min 60 kW	1	Min 10 Ton	1
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	Min 60 kW	1																								
	Min 10 Ton	1																								

CLAUSE NUMBER	TENDER DATA				
	Attach proof of plant/equipment ownership or a Letter of Intent to provide equipment to the bidder and a plant hire company which confirms that the plant/equipment will be leased to the bidder upon successful contract award.				
	Experience key staff (assigned Resource A) in relation to the scope of Works e.g. Roads and Stormwater	3 to 5 years relevant experience within roads and stormwater	1	3	9
	Attach a CV of the contracts manager that indicates previous work experience and stipulate the nature and value of projects involved in, with the largest of these projects valued at a minimum of R 9 million	5 to 10 years relevant experience within roads and stormwater	2		
		More than 10 years relevant experience within roads and stormwater	3		
	Experience key staff (assigned Resource B) in relation to the scope of Works e.g. Roads and Stormwater:	3 to 5 years relevant experience within roads and stormwater	1	5	15
	Attach a CV of the construction manager that indicates previous work experience and stipulate the nature and value of projects involved in, with the largest of these projects valued at a minimum of R 9 million	5 to 10 years relevant experience within roads and stormwater	2		
		More than 10 years relevant experience within roads and stormwater	3		
	Experience key staff (assigned Resource C) in relation to the scope of Works e.g. Roads and Stormwater:	3 to 5 years relevant experience within roads and stormwater	1	5	15
	Attach a CV of the Supervisor/ Assistant construction manager that indicates				

CLAUSE NUMBER	TENDER DATA				
	previous work experience and stipulate the nature and value of projects involved in, with the largest of these projects valued at a minimum of R 9 million	5 to 10 years relevant experience within roads and stormwater	2		
		More than 10 years relevant experience within roads and stormwater	3		
	Experience key staff (assigned Resource D) CONSTRUCTION HEALTH & SAFETY OFFICER Compliance with Construction Regulations 8(6), i.e. SACPCMP registered as a CHS officer Attach a CV of the construction health & safety officer that indicates previous work experience and stipulate the nature and value of projects involved in with the largest of these projects valued at a minimum of R 9 million.	3 to 5 years relevant experience within Construction	1	3	9
		5 to 10 years relevant experience within Construction	2		
		More than 10 years relevant experience within Construction	3		
		Maximum possible score for quality		100	
	1.1 PREFERENCE POINT SYSTEM				
	The preferential point system used will be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.				
	<ul style="list-style-type: none">80 points for price20 points for Specific goals				
	SPECIFIC GOALS				
	<ul style="list-style-type: none">Bidders are required to submit supporting documents for their bids to claim the specific goal points.Non-compliance with specific goals will not lead to disqualification but bidders will not be allocated specific goal points. Bidders will score points out of 80 for price only and zero (0) points out of 20 for specific goals.Cot shall act against any bidder or person when it detects that the specific goals were claimed or obtained on a fraudulent basis.				
	The specific goal for this bid is outlined below:				
	Specific goals	80/20 preference point system	Proof of specific goals to be submitted		
BB-BEE score of companies		Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small			

CLAUSE NUMBER	TENDER DATA		
	<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"> • 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points 	enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.
	EME and/ or QSE	2 Points	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate
	At least 51% of Women-owned companies	2 Points	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	2 Points	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	2 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
	Local Economic Participation <ul style="list-style-type: none"> • City of Tshwane • Gauteng • National 	4 Points 2 Points 1 Point	Municipal Account statement/Lease agreement.
C.3.13 Acceptance of Tender Offer	Tender offers will only be accepted if: <ul style="list-style-type: none"> a.) the tenderer has complied in full with all the eligibility criteria b.) the tenderer is tax compliant as per the South African Revenue Service requirements. c.) the tenderer is able to produce a CSD registration certificate as required by National Treasury. d.) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e.) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; f.) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; g.) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or 		

CLAUSE NUMBER	TENDER DATA
	<ul style="list-style-type: none"> ii) failed to perform on any previous contract and has been given a written notice to this effect; h.) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; i.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; and j.) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
C.3.17 Copies of Contract	One signed copy of contract shall be provided by the Employer to the successful Tenderer.

T1.3 STANDARD CONDITIONS OF TENDER

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Part T1: Tender Procedures

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C.1 General

C.1.1 Actions

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

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

Note: 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

a) **conflict of interest** means any situation which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process;

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

C.1.4 Communication and Employer's agent

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

C.1.5 Cancellation and re-invitation of tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, test and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The Employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the Employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial

resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

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C1.1 FORM OF OFFER AND ACCEPTANCE

STAMP

OFFER

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

COO 03-2025.26: TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION SERVICES FOR THE UPGRADING OF EXISTING GRAVEL ROAD - JUBILEE ROAD LINK 1 (MFUMO STREET) IN HAMMANSKRAAL FOR A PERIOD OF 08 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 including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data

Part C3 Scope of Work

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

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

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

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

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

SCHEDULE OF DEVIATIONS

Notes:

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

4.1 Subject: _____

Details: _____

4.2 Subject: _____

Details: _____

4.3 Subject: _____

Details: _____

4.4 Subject: _____

Details: _____

4.5 Subject: _____

Details: _____

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

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

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

_____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

_____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

Contract: COO 03-2025.26: TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION SERVICES FOR THE UPGRADING OF EXISTING GRAVEL ROAD - JUBILEE ROAD LINK 1 (MFUMO STREET) IN HAMMANSKRAAL FOR A PERIOD OF 08 MONTHS

Part C1: Agreement and Contract Data

CONFIRMATION OF RECEIPT

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

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

C1.2 CONTRACT DATA

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Part C1: Agreement and Contract Data

C.1.2.1 GENERAL CONDITIONS OF CONTRACT

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

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

South African Institution of Civil Engineering (SAICE)
Telephone: 011 80505947 / 48 / 53
E-Mail: civilinfo@saice.org.za
Web: www.saice.org.za

C.1.2.2 VARIATIONS AND ADDITIONS TO THE GENERAL CONDITIONS OF CONTRACT

The following variations and additions to the General Conditions of Contract for Construction Works, 3rd Edition (2015), shall apply to this contract:

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

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p>Add the following new sub-clause:</p> <p>4.3.5 <i>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</i></p> <p>Add the following new sub-clause:</p> <p>4.3.6 <i>Contractor's Designer</i></p> <p><i>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract</i></p>
5.12	Extension of time for Practical Completion	<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 Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.</i></p> <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</i></p>

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p>determination of extension of time due to abnormal rainfall in accordance with this method.</p> <p>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:</p> $V = (N_w - N_n) + \frac{(R_w - R_n)}{X}$ <p>If V is negative and its absolute value exceeds N_n, then V shall be equal to minus N_n.</p> <p>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.</p> <p>The symbols shall have the following meaning:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration</p> <p>N_w = Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.</p> <p>R_w = Actual rainfall in mm for the calendar month under consideration.</p> <p>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.</p> <p>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.</p> <p>X = 20 unless otherwise provided in the Project Specifications</p> <p>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>

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<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> <p>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.</p>
6.1	Payment to Contractor	<p>Add the following new sub-clause:</p> <p>6.1.2 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.</p>
		<p>Add the following new sub-clause</p> <p>6.1.3 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.</p>

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
6.2	Security	<p>Add the following new sub-clause:</p> <p>6.2.4 <i>As an alternative to a performance guarantee, the Contractor may deposit with the Employer a cash amount in a sum equal to the amount stated in the Data provided by Employer. All the provisions in respect of the guarantee apply mutatis mutandis to the cash deposit accept that the amount deposited will be repaid to the Contractor within 30 (thirty) days after the issue of the Certificate or Certificates of Completion in respect of the whole of the permanent works.</i></p>
8.6	Insurances	<p>Replace clause 8.6 with the following:</p> <p>8.6 Insurances</p> <p>8.6.1 <i>Without limiting the Contractor's/Sub-contractor's obligation in terms of the Contract, the Employer will effect and maintain for the duration of the Contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurances in the name of the Contractor (including all Subcontractors whether nominated or otherwise):</i></p> <p>8.6.2 <i>The Employer's insurer will indemnify the Contractor/Sub-contractor against physical loss of or damage to any part of the Property Insured not exceeding the maximum contract value or the final contract value estimated at inception including free issue materials were applicable as stated in the Contract Data:</i></p> <ul style="list-style-type: none"> <i>a. Whilst in transit including loading and unloading whilst temporarily stored at any premises en route to or from the Contract Site within the Territorial Limits;</i> <i>b. From the time of unloading, dismantling or preparation at the Contract Site and thereafter until the Property Insured has been officially accepted by the Employer and becomes his responsibility by means of a notice of completion certificate or similar evidence of legal transfer of risk;</i> <i>c. During the contractual defects liability or Maintenance Period which shall not exceed the period reflected in the Schedule but only so far as the Contractors and/or Sub-Contractors may be liable for such loss or damage under the defects liability or maintenance condition/s of the Insured Contract;</i> <i>d. Removal of debris;</i> <i>e. Surrounding property;</i> <i>f. Work away;</i> <i>g. Offsite storage;</i> <i>h. Temporary repairs;</i> <i>i. Contribution clause – marine;</i> <i>j. Escalation during Contract Period;</i> <i>k. Post loss escalation;</i> <i>l. Automatic reinstatement;</i> <i>m. Principals' maintenance;</i>

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p>n. Property taken over;</p> <p>o. Beneficial occupation;</p> <p>p. Escalation due to currency fluctuation;</p> <p>q. Manufacturers guarantees</p>
		<p>8.6.3 The Employer's insurer will indemnify the Contractor/Sub-contractor against all sums for which the Contractor/Sub-contractor shall become legally liable towards third party claimants to pay for and in consequence of:</p> <p>a. Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Subcontractor);</p> <p>b. Accidental physical loss or damage to tangible property occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule. The minimum limit of indemnity for any one event is R10-million in respect of contracts with a contract value of up to R50-million (excluding VAT).</p>
		<p>8.7 Insurance premium payable</p> <p>The Employer will pay the insurance premium for the works damage and public liability insurance cover. The insurance premium will be calculated based on the approved Capital Budget per financial year and the insurance premium will be charged out to the relevant departments by the Section: Insurance and Risk Management.</p>
		<p>8.8 Additional insurance by the Employer</p> <p>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 35.1.1 of this Clause.</p>
		<p>8.9 Additional insurance by the Contractor / Subcontractor</p> <p>The Contractor and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the Contractor/Subcontractor deem necessary to cover damage, loss or injury not insured in terms of the insurance effected by the Employer's insurer. The cost of the additional insurance will be for the account of the Contractor/Subcontractor.</p>
		<p>8.10 Contractor satisfied with insurance</p> <p>The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover affected by the Employer.</p>
		<p>8.11 Contractor to observe conditions</p> <p>The Contractor shall give all notices and observe all conditions and requirements imposed by the relevant insurance policies, which shall be binding on the Contractor.</p>
		<p>8.12 Contractor to insure</p>

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p><i>The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurance policies at an insurance company within 14 (fourteen) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Project Manager, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</i></p> <ul style="list-style-type: none"> <i>a. All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i> <i>b. Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R10-million per claim with the number of claims unlimited.</i> <i>c. SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i> <i>d. In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Subcontractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles.</i> <i>e. Proof must also be submitted that the Contractor complies with the conditions of the following legislation:</i> <ul style="list-style-type: none"> <i>- Compensation for Occupational Injuries and disease, 1993</i> <i>- Unemployment Insurance Act, 1996</i> <i>- The Contractor shall in respect of the Site of the contract works appoint in writing a Section 16 appointee to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended.</i>
		<p>8.13 <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>8.14 <i>Reporting of incidents</i></p> <p><i>In the event of an occurrence, which is likely to give rise to a claim under the insurance policy affected by the Employer, the Contractor / Subcontractors and Project Manager will adhere to the following procedures:</i></p> <ul style="list-style-type: none"> <i>a. In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the</i>

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p><i>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>b. <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 Strategic Executive Director motivating the reason(s) for the late reporting of the incident, but the Project Manager must take note the Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting.</i></p> <p>c. <i>The following documentation must be included with the claim documentation:</i></p> <ul style="list-style-type: none"> - <i>Photos of damages caused or suffered as proof or substantiation of the claims.</i> <p>d. <i>In the event of Insured Property being damaged during the Contract Works beyond economical repair, the property must be safeguarded and be handed over to the Employer's insurer for salvage.</i></p> <p>e. <i>The Section: Insurance and Risk Management will inform the Employer's insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer, the Project Manager, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</i></p> <p>8.15 Reporting of catastrophic incidents</p> <p><i>In the event of an occurrence, which is likely to give rise to a claim, under the insurance policy effected by the Employer, with an estimated loss or damage of more than R250 000,00, the Contractor and the Project Manager will adhere to the following procedures:</i></p> <p>a. <i>In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Project Manager of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.</i></p> <p>b. <i>The Project Manager must notify the Section: Insurance and Risk Management on the same day that the Contractor/Sub-contractor has notified the Project Manager of the incident.</i></p> <p>c. <i>The Section: Insurance and Risk Management will notify the Employer's insurer of the incident. The Contractor/Sub-contractor shall afford all reasonable access to the Site to</i></p>

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p><i>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>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 Strategic Executive Officer motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.</i></p> <p>8.16 <i>Reporting of crime related incidents</i></p> <p><i>All crime related incidents, losses or shortages irrespective of the value, must be reported within 24 (twenty-four) hours by the person who was involved or who has discovered the incident to the nearest South African Police Services (SAPS) station. The name of the Police Station, Investigation Officer and the Case number must be obtained and stated on the Contractor Claim Form. Should the incident not be reported to the SAPS, the claim will be repudiated.</i></p> <p>8.17 <i>Claim documentation</i></p> <p><i>The Project Manager must obtain all relevant information from the Contractor/Sub-contractor and complete the Contractor Claim Form, included in this report as Annexure B that is available on the Intranet. The project number must be stated on the Contractor Claim Form.</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, misdescription or non-disclosure of material facts, at the option of the insurers, can result in claims submitted being declared null and void.</i></p> <p>8.18 <i>Authorization of claim forms</i></p> <p><i>It is imperative that a formally delegated official or his nominee of the Employer should authorize the Contractor Claim forms as proof of the appropriate authorization, verification and approval of claims submitted. The Strategic Executive Director must provide an authorization letter to the Section: Insurance and Risk Management stating the names and the specimen signatures of the delegated official or his nominee within 30 (thirty) days from approval of this report by Council. Should the delegated official or his nominee not sign the relevant claim form, the claim will be repudiated as this may lead to inappropriate independent verification of the validity of</i></p>

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p><i>claims, thereby increasing the risk of insurance fraud and consequent reputation damage to the Employer.</i></p> <p>8.19 <i>Contractor to pay deductibles</i></p> <p><i>Any claim in terms of the insurance affected by the Employer shall be subject to the Contractor being responsible for the payment of the amount stated in the Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the Certificate of Insurance issued by the Employer's insurer in terms of the Policy.</i></p> <p>8.20 <i>Settlement of claims</i></p> <p><i>All incidents reported to the Section: Insurance and Risk Management in respect of an occurrence, which is likely to give rise to a claim will be forwarded to the Employer's insurer who will take the necessary actions for the settlement of any such claims.</i></p> <p><i>The Contractor <u>shall negotiate</u> for the settlement of claims with the Employer or the Employer's insurer through the Section: Insurance and Risk Management. The Employer's Chief Financial Officer will authorize all settlements of claims.</i></p> <p><i>Should action for the settlement of any such claim to the satisfaction of the Project Manager not be taken by the Contractor/sub-contractor within 30 (thirty) days after receipt of such claim by the Contractor/sub-contractor, the Employer or the Employer's insurer may settle any such claim, after giving the Contractor notice of its intention to do so; provided that no such claim shall be settled by the Employer or the Employer's insurer without first consulting the Contractor/sub-contractor.</i></p> <p><i>The foregoing provisions of this Sub-Clause shall apply mutatis mutandis to any such claim received by the Contractor directly.</i></p>

C1.2.3 DATA PROVIDED BY THE EMPLOYER

CLAUSE/OPTION		DATA																													
1.1.1.13	The Defects Liability period is:	12 (Twelve) months from the date of the Certificate of Completion.																													
1.1.1.14	The time achieve practical completion	The time to achieve practical completion is 06 months The appointment period is for 08 months (Including pre-commencement and project closeout)																													
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:	Tshwane House, 320 Madiba Street, Pretoria																												
		Postal Address:	P.O. Box 440 PRETORIA 0001																												
		Facsimile:	n/a																												
		E-Mail Address:	ntsakoh@tshwane.gov.za																												
3.1.3		<ul style="list-style-type: none">• The Employer’s Agent is required to obtain approval of the Employer:<ul style="list-style-type: none">▪ for expenditure on the Contract to exceed the Contract Price;▪ prior to the execution of any of the following duties of functions: <table><tr><th>CLAUSE</th><th>DUTY/FUNCTION</th></tr><tr><td>3.2.1</td><td>Nomination of person as Employer’s Agent’s Representative</td></tr><tr><td>3.3.4</td><td>Authorization to Employer’s Agent’s Representative or any other person</td></tr><tr><td>4.10.1</td><td>Approval to use the Site for any other purpose such as housing</td></tr><tr><td>5.3.1</td><td>Delivery of the written notice to commence the execution of the works</td></tr><tr><td>5.6.3</td><td>Approval of programme of construction</td></tr><tr><td>5.7.2</td><td>Permission to carry out work by day and by night</td></tr><tr><td>5.8.1.1</td><td>Approval to work on special non-working days and between sunset and sunrise</td></tr><tr><td>5.9.7</td><td>Approval of Contractor’s designs</td></tr><tr><td>5.11</td><td>Suspension of progress of the Works</td></tr><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></table>		CLAUSE	DUTY/FUNCTION	3.2.1	Nomination of person as Employer’s Agent’s Representative	3.3.4	Authorization to Employer’s Agent’s Representative or any other person	4.10.1	Approval to use the Site for any other purpose such as housing	5.3.1	Delivery of the written notice to commence the execution of the works	5.6.3	Approval of programme of construction	5.7.2	Permission to carry out work by day and by night	5.8.1.1	Approval to work on special non-working days and between sunset and sunrise	5.9.7	Approval of Contractor’s designs	5.11	Suspension of progress of the Works	5.13.2	Reduction of penalty for delay	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
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CLAUSE/OPTION		DATA	
		6.3.1	Variation Orders in respect of variations which are not small
		6.6	Instruction to expend on Provisional and Prime Cost Sums
		6.11	Adjustment of Preliminary and General allowances
		7.8.1	Order to execute work of repair, etc, during the Defects Liability Period
		7.8.2	Determination of value of repair work
		8.2.2.2	Order to repair and make good damage arising from any excepted risk
5.3.1	The documentation required before commencement with Works execution are:	<ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Proof that all contributions required in terms of the provisions of the Workman's Compensation Act (Act no 30 of 1941) as amended in 1993, 2002 have been paid (Refer to Cause 4.3.2) • A certified copy of Unemployment Insurance Certificate, Act of 1996 (Refer to Clause 4.3.2) 	
5.3.2	The time to submit the documentation required from the Commencement Date is:	14 days	
5.8.1	The non-working days are:	Sundays	
	The special non-working days are:	<ul style="list-style-type: none"> • Annual builders holiday • Statutory public holidays 	
5.13.1	The penalty for failing to complete the works is:	0.05% of the contract amount with a minimum of R5 000 per working day.	
	Non-conforming in terms of the Construction Regulations	Hazardous chemical/oil spill and/or dumping in non-approved sites.	R10 000 per incident
		Damage to cultural and historical sites.	R10 000 per incident
		Unauthorised blasting activities.	R5 000 per incident
		Transportation of workers in an unsecure vehicle (transporting tools, equipment and material).	R5 000 per incident
		Insufficient road signs or unavailability of flag personnel or improper road signs layout.	R5 000 per incident
		No OHS Officer appointed by the contractor.	R10 000 + work stoppage per incident
		Failure to correct OHS file notices within 7 days	R5 000 per incident
		Littering on site.	R1 000 per incident
		Lighting of illegal fires on site.	R1 000 per incident
		Persistent or un-repaired fuel and oil leaks.	R1 000 per incident
		Dumping of material inside drains.	R1 000 per incident

CLAUSE/OPTION		DATA	
		Possession or use of intoxicating substances on site.	R1 000 per incident
		Any vehicles being driven in excess of designated speed limits.	R1 000 per incident
		Urination and defecation anywhere except in designated areas.	R1 000 per incident
		Failure to issue PPE to Employees.	R5 000 per incident
		Non usage of PPE issued.	R500 per incident
		All unsafe/ practices on site e.g.: • Boarding on/off moving vehicle or plant. • Talking with a cell phone while operating a plant. • Smoking near hazardous chemicals.	R500 per incident
	Unnecessary damage or unauthorised removal of trees.		R5 000 per tree
	Late submission of monthly progress reports.		R3 000 per month
	Late submission of monthly Payment Certificate and all supporting documents, outside the agreed window period for submission.		R5 000 per month
5.16.3	The latent defect period is:	10 (ten) Years	
6.2.1	Type of security for due performance:	<ul style="list-style-type: none"> Guarantee from approved financial institution or cash deposit. The Form of Guarantee is to contain the wording of the pro forma document included as C1.3 or C1.4 contained herein. 	
	Liability of performance guarantee/cash deposit	The liability of the guarantee shall be for 10 (ten) % of the Contract Sum of the Work Package excluding contingencies and VAT.	
6.2.2	Retention money guarantee	Not permitted	
6.8.2	Adjustment in rates and/or prices	<ul style="list-style-type: none"> Specifics to be provided in the Task Order in order to be project specific. 	
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% (five percent) of Contract Sum, excluding contingencies and VAT.	
8.6	Insurance of the Works and Public Liability Insurance	<p>The Employer shall arrange this insurance.</p> <p>A copy of the policy and the list of excesses may be obtained from</p> <p>Contractors All Risk and Liability Insurance Ms. Morongwa Mokoena (Tel: 012 358 1126) morongwam@tshwane.gov.za Mrs Ronett Marlow-Reid (Tel: 012 358 1131)</p>	

Contract: COO 03-2025.26: TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION SERVICES FOR THE UPGRADING OF EXISTING GRAVEL ROAD - JUBILEE ROAD LINK 1 (MFUMO STREET) IN HAMMANSKRAAL FOR A PERIOD OF 08 MONTHS

Part C1: Agreement and Contract Data

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

C1.2.4 DATA PROVIDED BY THE CONTRACTOR

CLAUSE/OPTION		DATA	
1.1.1.9	The name of the Contractor is:		
1.2.1.2	The address of the Contract is:	• Physical Address:	
		• Postal Address:	
		• Fax to E-Mail:	
		• E-Mail Address:	
6.2.1	The security to be provided by the Contractor shall be one of the following:	Type of Security	Contractor's choice (Indicate "Yes" or "No")
		Performance guarantee (10% (ten percent) of the Contract Sum of the project allocated, excluding contingencies and VAT)	
		Cash deposit (10% (ten percent) of the Contract Sum of the project allocated, excluding contingencies and VAT)	
6.5.1.2.3	The percentage allowance to cover profits and overhead charges for dayworks is:	_____ %. (Maximum of 15% will be allowed)	

C1.3 PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means: **State Guarantor legal name**

Physical address: **State physical address**

Employer means: The City of Tshwane Metropolitan Municipality

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

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

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

Site means: **State site and boundaries**

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

Contract Sum means: The accepted amount inclusive of tax of **R**

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

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

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

Type of Performance Guarantee: **Fixed**

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

CONTRACT DETAILS

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

1. VARIABLE PERFORMANCE GUARANTEE

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

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

R ###.##

(Amount in words:)

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

R ###.##

(Amount in words:)

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

2. FIXED PERFORMANCE GUARANTEE

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

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

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

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The *Guarantor* hereby acknowledges that:

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

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

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

- 3.6 Payment by the *Guarantor* in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the *Guarantor*.
- 3.7 Payment by the *Guarantor* in terms of 3.3 will only be made against the return of the original Performance Guarantee by the *Employer*.
- 3.8 The *Employer* shall have the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* may deem fit, and the *Guarantor* shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the *Guarantor*.
- 3.9 The *Guarantor* chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the *Guarantor*. The original of this Guarantee shall be returned to the *Guarantor* after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the *Guarantor* hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE

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

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

C1.4 CASH DEPOSIT GUARANTEE

Contract:

Description of Contract:

Employer:

CITY OF TSHWANE METROPOLITAN MUNICIPALITY

Contractor:

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

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

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

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

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

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

¹ Delete which is not applicable

Contract: COO 03-2025.26: TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION SERVICES FOR THE UPGRADING OF EXISTING GRAVEL ROAD - JUBILEE ROAD LINK 1 (MFUMO STREET) IN HAMMANSKRAAL FOR A PERIOD OF 08 MONTHS

Part C1: Agreement and Contract Data

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

C1.5 HEALTH AND SAFETY AGREEMENT

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

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

AND

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

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

COO 03-2025.26: Tender for the appointment of a Contractor for the construction services for the upgrading of the existing gravel road – Jubilee Road link 1 (Mfumo Street) in Hammanskraal for a period of 08 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 the undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect

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

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

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

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

Annexure 1

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

APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK

This application must be submitted with the following documents:

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

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

2. Details of the agent

(a) Title, Surname and initials:

(b) Identity number / Passport number:

(c) Registration number with SACPCMP:

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

(e) Postal address:

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

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

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

(a) Construction Manager:

(b) Construction Health and Safety Officer

(c) Construction Health and Safety Officer

6. Exact physical address of the construction and site office

7. Nature of construction work

8. Expected commencement date

9. Expected completion date

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

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

12. Names(s) of contractors appointed

18. Signature of Client / Client's Agent

19. Signature of the Principal Contractor

FOR OFFICE USE ONLY					
Authorization / Unique No.	LABOUR CENTRE	OFFICE APPROVAL STAMP			
13. Date of application: _____					
14. Submitted documents prescribed in Construction Regulation 5(4). (Please tick ✓)					
CR 5(1)(a)		CR 5(1)(b)		CR 5(1); (C-S)	
15. Result of the application. (Please tick ✓)					
Approved			Declined		
16. Reason for declining the application					
17 Signature of the Supervisor: _____					
18 Signature of revoking officer / inspector: _____					

C1.7 ADJUDICATOR'S AGREEMENT

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

(name of company / organisation)

of _____

(address) and

(name of company / organisation)

of _____

(address) (the

Parties) and

(name of Adjudicator)

of _____

(address) (the

Adjudicator).

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

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

IT IS NOW AGREED as follows:

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

SIGNED by:

SIGNED by:

SIGNED by:

Name:

Name:

Name:

¹ Delete as necessary

² Delete as necessary

Part C1: Agreement and Contract Data

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

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

the Adjudicator in the presence of

Witness

Witness:

Witness:

Name:

Name

Name:

Address:

Address:

Address:

Date:

Date:

Date:

Contract Data

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

PART C2: PRICING DATA

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C2.1 PRICING INSTRUCTIONS

1. General

1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule **shall be completed in non-erasable black ink** and the tenderer is referred to the Tender Specifications in regard to the correction of errors.

1.2 The Price Schedule shall be read with all the documents which form part of this Contract.

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

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

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

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

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

Lump sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications and the Project Specifications, but the quantity of work of which is not measured in any units.

1.4 Reference shall be made to the General and Special Conditions of Contract regarding Provisional and Prime Costs Sums.

2. Pay Items

2.1 The method of measurement published by the City of Tshwane in section 001 clause 04 and the clauses titled "Measurement and Payment" in the various sections of the Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005, is applicable, subject to the variations and amendments contained in section C3.5.

2.2 Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.

2.3 The item numbers appearing in the Bill of Quantities refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the latter case, the item number is prefixed with the letter "B". The same applies to new clauses added to the standard specifications.

- 2.4 Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letter LI in a separate column filled in against every item designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
- 2.5 Payment for items which are designated to be constructed labour-intensive (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
- 2.6 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 2.7 The quantities set out in the Bill of Quantities are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- 2.8 The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m ²	=	square metre	no.	=	number
m ² .pass	=	square meter pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ .km	=	cubic metre-kilometre	PC sum	=	Prime Cost sum
l	=	litre	P/sum	=	Provisional sum
kl	=	kilolitre	%	=	Per cent
MPa	=	megaspascal	kW	=	kilowatt
PS	=	Pipe Special number	V	=	Valve number

3. Rates

3.1 The prices and rates to be inserted in the Bill of Quantities are to be fully inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

3.2 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

3.3 The Tenderer shall fill in a rate against all items.

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

3.5 All rates and sums of money quoted in the Bill of Quantities shall be in rands and whole cents. Fractions of a cent shall be discarded.

3.6 All prices and rates entered in the Bill of Quantities must be excluding VAT. VAT will be added last on the summary page of the Bill of Quantities.

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

CORRECTION OF ENTRIES MADE BY TENDERER

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

C2.2 BILL OF QUANTITIES

Part C2: Pricing Data

SIGNATURE OF PERSON AUTHORISED TO SIGN TENDER:

DATE :

PARTICULARS OF PERSON AUTHORISED TO SIGN THE TENDER:

Name: _____

Tel no: _____

ID no: _____

C2.3 SUMMARY OF PRICING SCHEDULE (Completion is Compulsory)

PART C3: SCOPE OF WORK

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C3.1 DESCRIPTION OF THE WORKS

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C3.1.1 EMPLOYERS OBJECTIVES

The employer's objectives is to provide roads and stormwater infrastructure to Hammanskraal by upgrading the existing Jubilee Road Link1 (Mfumo Street) from gravel to a surfaced road standard inclusive of the associated storm water management systems. The work in this contract is to be executed by using both conventional construction and labour-intensive construction methods in accordance with the Expanded Public Works Programme (EPWP).

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

NB: The time to achieve Practical Completion is 06 months and the appointment period is for 08 months (Including pre-commencement and project closeout).

C3.1.2 Overview of the works

The proposed road upgrade (Mfumo Street) is currently an existing gravel access feeder road to the main Harry Gwala Highway and Juba Street. The length of this road is 1120m.

There shall be gravel base layers and asphalt surfacing and the sidewalks will be segmented concrete paving bricks.

Width of the road shall be 7m, width of the sidewalks shall be 2m.

The project scope of work includes upgrading the existing gravel roads to surfaced standards inclusive of associated storm water management systems. The project consists of the construction of roads and relevant infrastructure. The envisaged pavement structure for the road is as shown below:

PAVEMENT STRUCTURE					
No.	MATERIAL	TYPE	THICKNESS (mm)	DESCRIPTION	SYMBOL
1	SURFACING	ASPHALT	30	Continuously graded asphalt surfacing, sand skeletal (10mm Max aggregate, 50-70 Grade Binder) with 5% voids	
2	BASE	C3	150	G5 Crushed stone parent material; UCS minimum is 1.5 MPa at 100% Material Dry Density Compaction, Minimum ITS = 250 kPa at 100 % Material Dry Density Compaction; Maximum aggregate 63 mm or 2/3 of layer thickness; Minimum Grading Modulus (GM) is 1.5; PI ≤ 6 after stabilization; Maximum fines loss = 20 %.	
3	SUBBASE	C4	150	G5 Crushed stone parent material; UCS minimum is 0.75 to 1.5 MPa at 100% Material Dry Density Compaction, Minimum ITS = 200 kPa at 100 % Material Dry Density Compaction; Maximum aggregate 63 mm or 2/3 of layer thickness; Minimum Grading Modulus (GM) is 1.5; PI ≤ 6 after stabilization; Maximum fines loss = 20 %.	
4	SUBGRADE	G7	150	G7 Natural Gravel; Minimum CBR Strength is 15% at 93% of MDD $PI \leq (3 \times GM) + 10$ GM 0.75 - 2.70	
5	SUBGRADE	G9	150	Rip and recompact existing materials or import 150mm G9 Natural Gravel; Minimum CBR Strength is 7% at 93% of MDD $PI \leq (3 \times GM) + 10$ GM 0.75 - 2.70	

C3.1.3 Extent of the works

C3.1.3.1 Conventional construction methods

- Site establishment
- Setting out of works
- Accommodation of traffic
- Earthworks
- Stabilization of structural road layers
- Backfilling
- Installation of structures and appurtenant to stormwater systems (inlets, junction boxes, outlet pipes, field inlets, berms and manholes)
- Quality control

Part C3: Scope of Work

- Maintenance of the work during the construction and subsequent liability periods

C3.2.3.2 Labour intensive construction (LIC)

- Clearing and grubbing
- Selected trench excavations
- Road Markings
- Kerbing
- Erection and repairs of traffic signs
- Bedding
- Paving and brick work
- Cleaning of site

Security to be procured from the local community.

C3.2 ENGINEERING

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C3.2.1 Employer's design

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

C3.2.2 Drawings

The tender drawings developed by MJT Consulting Engineers are as listed and the second table is for the Standard Construction Details for Roads and Stormwater Drainage Systems.

LIST OF DRAWINGS

DRAWING NUMBER	DESCRIPTION
MJT/2020/01/P00	LIST OF DRAWINGS AND LOCALITY MAP
MJT/2020/01/P01	JUBILEE ROAD LINK 1 (MFUMO STREET) AND LINK 2 (LEBELA STREET) KEY PLAN
MJT/2020/01/L01	JUBILEE ROAD LINK 1 (MFUMO STREET) -LAYOUT PLAN
MJT/2020/01/L02	JUBILEE ROAD LINK 2 (LEBELA STREET) -LAYOUT PLAN
MJT/2020/01/L03	JUBILEE ROAD LINK 1 (MFUMO STREET) LONGITUDINAL SECTION:Km 0.0 to Km 1.0
MJT/2020/01/L04	JUBILEE ROAD LINK 1 (MFUMO STREET) LONGITUDINAL SECTION:Km 1.0 to Km 1.108
MJT/2020/01/L05	JUBILEE ROAD LINK 2 (LEBELA STREET) LONGITUDINAL SECTION:Km 0.0 to Km 0.586
MJT/2020/01/L06	JUBILEE ROAD LINK 1 (MFUMO STREET) STORMWATER LONGITUDINAL SECTION LAYOUT PLAN
MJT/2020/01/L07	JUBILEE ROAD LINK 2 (LEBELA STREET) STORMWATER LONGITUDINAL SECTION LAYOUT PLAN
MJT/2020/01/T01	TYPICAL CROSSSECTION
MJT/2020/01/T02	CONTRACT NAMEBOARD

DRAWING NO. DESCRIPTION OF STANDARD DRAWING

Drawing Number	Name of Drawing
STD-002	Typical stormwater and kerb layout
STD-003	Catch pit details
STD-004	Junction box and manhole details
STD-005	Stormwater inlet and outlet structures
STD-006	Typical cross sections
STD-007	Kerbing details
STD-008	Walkways and cycle tracks
STD-009	Pedestrian ramps
STD-010	Concrete pavement details for road construction
STD-015	Bus and taxi bays
STD-018	Sign boards
STD-020	Parking Bays

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C3.3.1 Preferential procurement procedures

C3.3.1.1 Requirements

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

1. Requirements for the sourcing and engagement of labour
 - 1.1 Unskilled and semi-skilled labour require for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
 - 1.2 The EPWP Ministerial Determination, as revised from time to time, sets out a minimum wage and minimum conditions of employment and Contractors must comply with its requirements.
 - 1.3 Tasks by the Contractor must be such that:
 - (a) the average worker completes 5 tasks per week in 40 hours or less; and
 - (b) the weakest worker completes 5 tasks per week in 55 hours or less.
 - 1.4 The Contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.3.
 - 1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - (a) where the head of the household has less than a primary school education;
 - (b) that have less than one full time person earning an income;
 - (c) where subsistence agriculture is the source of income;
 - (d) those who are not in receipt of any social security pension income.
 - 1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
 - (a) 55% women;
 - (b) 55% youth who are between the ages of 16 and 35; and
 - (c) 2% persons with disabilities.

C3.3.1.1.2 Appointment 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

3) 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)

4) targeting strategy B

a strategy which:

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

2.3 Replace clauses 3.11 and 3.12 with the following:

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

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

2.4 Replace 3.2.2 with the following:

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

2.5 Replace 4.1 with the following:

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

2.6 Replace 4.2.1 with the following:

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

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

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

2.7 Replace 4.3 with the following:

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

2.8 Replace 6 with the following:

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

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

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

Clause	Specification Data	
The specification data associated with SANS 1914-5 is as follows		
2.7	The employers representative is:	Ntsako Hobyani
	Target area:	
	Target Area 1	The ward/wards in which the work package is to be performed
	Target Area 2	The ward/wards directly adjoining the ward/wards in which the work package is to be performed.
	Target Area 3	The region within which the ward/wards in which the work package is to be performed resides
	Target Area 4	The Tshwane Municipal area
2.17	Targeted enterprise is	Will be specified for each work package.
	The targeting strategy is	Strategy A b)
	The contract participation goal is	The min. goal is 10% and the maximum goal is 20% (The combined goal for the contract will not exceed 30%)

Part C3: Scope of Work

	The contract participation goal may only be achieved by subcontracting work to one or more targeted enterprises to perform commercially useful functions in the performance of the contract.	
2.9	The following weightings shall apply:	
	Target Area 1	1.2
	Target Area 2	1.0
	Target Area 3	0.8
	Target Area 4	0.6
6	Sanctions	<p>In the event that the Contractor fails to substantiate that any failure to achieve the Contract Participation Goal relating to the granting of preference was due to quantities' under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay the Employer a financial penalty in the following manner:</p> $P = 0.15 \times \frac{(D - D_o)}{100} \times N_A$ <p>Where</p> <p>D = required Contract Participation Goal percentage</p> <p>D_o = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the work package</p> <p>N_A = Net Amount</p> <p>P = Rand value of penalty payable</p>

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

1. General

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

2. Amendments pertaining to SANS 1914-5

2.1 Replace the existing definitions with the following:

contract participation goal (CPG)

amount equal to the sum of the wages and allowances for which the contractor contracts to engage targeted labour exclusive of any value added tax or sales tax required by law, expressed as

a percentage of the contract amount associated with the targeting strategy that is defined in the specification data

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

2.2 Add the following definitions:

contract amount

1) targeting strategy A

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

2) targeting strategy B

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

3) 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)

4) targeting strategy B

a strategy which:

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

2.3 Terms and conditions for the engagement of targeted labour

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

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

2.5 Replace 6 with the following:

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

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

the sanctions provided for in the contract shall apply.

3. Training of targeted labour

- 3.1 The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- 3.2 The cost of the formal training of targeted labour must be included on the total of the Prices.
- 3.3 The Contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
- 3.4 An allowance equal to 100 % of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 3.3 above.
- 3.5 Proof of compliance with the requirements of 3.2 to 3.4 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

Clause	Specification Data	
The specification data associated with SANS 1914-1 is as follows		
2.5	The employers representative is:	Ntsako Hobynai
	Target area:	
	Target Area 1	The ward/wards in which the work package is to be performed
	Target Area 2	The ward/wards directly adjoining the ward/wards in which the work package is to be performed.
	Target Area 3	The region within which the ward/wards in which the work package is to be performed resides
	Target Area 4	The Tshwane Municipal area
2.2	The contract participation goal is	The min. goal is 10% and the maximum goal is 15% (The combined goal for the contract will not exceed 30%)
2.8	Targeted labour means	Unemployed persons who are employed as local labour on the work package
	The targeting strategy is	Strategy A b)
2.9	The following weightings shall apply:	
	Target Area 1	1.2
	Target Area 2	1.0
	Target Area 3	0.8
	Target Area 4	0.6

6	Sanctions	<p>In the event that the Contractor fails to substantiate that any failure to achieve the Contract Participation Goal relating to the granting of preference was due to quantities under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay the Employer a financial penalty in the following manner:</p> $P = 0.15 \times \frac{(D - D_o)}{100} \times N_A$ <p>Where</p> <p>D = required Contract Participation Goal percentage</p> <p>D_o = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the work package</p> <p>N_A = Net Amount</p> <p>P = Rand value of penalty payable</p>
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C3.3.2 Subcontracting

C3.3.2.1 Scope of mandatory subcontract works

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

- Kerbing
- Paving
- Construction of manholes and junction boxes.
- Erection of signs
- Painting and road markings

C3.3.2.2 Preferred subcontractors/suppliers

Preferencing subcontractors will be determined within each work package.

C3.3.2.3 Subcontracting procedures

C3.3.2.3.1 The contractor shall advertise and call for competitive tenders in accordance with the requirements stated in the specification data in respect of each portion of the works that are required to be subcontracted in terms of C3.3.2.1 in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the standard form of contract identified in the specification data, with minimal project specific variations and amendments that do not change their intended usage.

C3.3.2.3.2 The contractor shall evaluate the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the contractor and the steering committee for the ward/s on which the work package will impact.

Part C3: Scope of Work

- C3.3.2.3.3 The contractor shall without delay enter into a written contract with the successful tendering subcontractor based on their accepted tender submission.
- C3.3.2.3.4 The contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

C3.4 CONSTRUCTION

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C3.4.1 Works specifications

C3.4.1.1 Applicable standards

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

Tenderers, Contractors and Subcontractors shall obtain their own copies of the document **Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005**, for tendering purposes and for use for the duration of the Contract from the Procurement Advice Centre, C de Wet Centre, 175 D F Malan Drive, Pretoria West 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.

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 metres
- b) stormwater drainage
- c) low-volume roads
- d) sidewalks and non-motorised transport infrastructure
- e) water and sanitation

02 Precedence

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

03 Hand excavate-able material

Hand excavate-able material is material:

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

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

NOTE:

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

Table 1: Consistency of materials when profiled

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

04 Trench excavation

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

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

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

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

06 Excavation

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

07 Clearing and grubbing

Grass and bushes shall be cleared by hand.

08 Shaping

All shaping shall be undertaken by hand.

09 Loading

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

10 Haul

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

11 Offloading

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

12 Spreading

All material shall be spread by hand.

13 Compaction

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

14 Grassing

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

15 Stone pitching and rubble concrete masonry

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

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

Grout shall be mixed and placed by hand.

16 Manufactured Elements

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

C3.4.1.3.2 Required performance characteristics on Traffic Markings

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

01 Durability

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

02 Night-time visibility

Night-time retro-reflection shall be measured during normal working hours with a portable retro-reflectometer provided by the contractor in accordance with Method 1261: 1998. No separate payment shall be made for the retro-reflectometer as well as the tests.

Permanent traffic markings shall comply with the relevant levels of performance during the functional performance as indicated in Table 7.2, Vol 1, Chapter 7 of the SADC RTSM with amendments on the Coefficient of Retro-reflection.

TABLE 7.2

FACTOR	NEW MATERIALS (Tested within one month of application)			USED MATERIALS (Tested after twelve months of application)		
	WHITE	YELLOW	RED	WHITE	YELLOW	RED
X ⁽¹⁾ Colour	0,305	0,494	0,660	0,305	0,481	0,655
	0,335	0,470	0,610	0,350	0,444	0,579
	0,325	0,493	0,638	0,340	0,494	0,606
	0,295	0,522	0,690	0,295	0,054	0,690
Y ⁽¹⁾	0,315	0,505	0,340	0,315	0,518	0,345
	0,345	0,480	0,340	0,360	0,476	0,341
	0,355	0,457	0,312	0,370	0,426	0,314
	0,325	0,477	0,310	0,325	0,454	0,310
Luminance Factor	0,6	0,4	+0,08	0,45	0,3	+0,06

Part C3: Scope of Work

Coefficient of Retro reflection (millicandelas/lux/m ²)	200	135	50	140	90	20
Skid Resistance BPN ⁽²⁾	50	50		50		

Note: All new surfaces shall be painted with 1.2mm thermoplastic paint

03 Materials

Plastic traffic marking material: Hot-melt plastic traffic marking material shall comply with the requirements of BS 3262. The binder shall be plasticized synthetic resin and the material shall be reflectorized by mixing at least 20% by mass Class A beads in accordance with BS 6088.

04 Colour

Colours to be used shall be bright white, yellow, red or black. The colour of the yellow paint should match colour Number D269 golden yellow of CKS 279 (colour B49 given in SABS 1091). The colour of red shall be as stated in Table 7.2 above.

05 Protection

After the paint has been applied, the traffic markings shall be protected against damage by traffic or other causes. The Contractor shall be responsible for the erection, placing and removal of warning boards, flags, cones and barricades as recommended in Vol2, Chapter 13 of the SADC RTSM. The Contractor shall be responsible for the placing of extra cones to prevent vehicles from crossing over wet paint. Should the wet paint be carried over the road surface or paint spillage takes place during the traffic marking operation such redundant paint shall be sandblasted. Black paint shall never be applied as a corrective measure to redundant traffic markings unless approved by the Engineer as a temporary measure. These traffic markings shall then be sandblasted as a final corrective measure.

06 Quality Control

The Contractor shall execute quality control of the traffic markings in accordance with a quality control plan approved by the employer. The quality control plan shall be based on a minimum level of assessment on at least 10 sets of 5 readings per 1km section of a road as indicated by the Engineer to determine the night-time visibility of each type of marking. The contractor shall provide the Engineer with the results of the Contractor's process quality control during the traffic marking process. The cost of such process quality control shall be borne by the Contractor.

Should it be clear that the traffic markings would not meet the required level of performance at any of the inspection dates; the Contractor may use his discretion to apply appropriate remedial actions to rectify the shortcomings after getting approval from the Engineer.

C3.4.2 Plant and materials

C3.4.2.1 Plant and materials supplied by the employer

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

C3.4.2.2 Materials, samples and shop drawings

C3.4.2.2.1 Road Construction Materials

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

C3.4.2.2.2 Aggregate for Concrete

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

C3.4.2.2.3 Water for concrete and Construction Purposes

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

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

C3.4.2.2.4 Spoil Material

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

C3.4.2.2.5 Cement for concrete

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

C3.4.3 Construction equipment

C3.4.3.1 Requirements for equipment

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

C3.4.3.2 Equipment provided by the Employer

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

C3.4.4 Existing services

C3.4.4.1 Location of services

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

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

Part C3: Scope of Work

C3.4.4.2 Treatment of existing services

As per the Engineer's Instructions.

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

Equipment to be used at the direction of the Engineer

C3.4.4.4 Damage to services

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

C3.4.4.5 Reinstatement of services and structures damaged during construction

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

C3.4.5 Site establishment

C3.4.5.1 Services and facilities provided by the employer

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

C3.4.5.2 Facilities provided by the contractor

C3.4.5.2.1 Contractor's Camp site

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

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

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

C3.4.5.2.2 Water Supply

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

C3.4.5.2.3 Power Supply

The Contractor shall make his own arrangements.

C3.4.5.2.4 Ablution Facilities

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

C3.4.5.2.5 Cellular Telephone

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

C3.4.5.2.6 Site Facilities required by the Engineer

One site office of approximately 20m² 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.

The engineer does not require housing and office for personnel or laboratory facilities.

C3.4.5.3 Storage and laboratory facilities

The Engineer will order the Contractor to provide as needed.

C3.4.5.4 Other facilities and services

None.

C3.4.5.5 Vehicles and equipment

The Engineer will order the Contractor to provide as needed.

C3.4.5.6 Advertising rights

Not applicable.

C3.4.5.7 Notice boards

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

C3.4.6 Site usage

Not applicable.

C3.4.7 Permits and way leaves

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

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

To be carried out with the instruction from the Engineer.

C3.4.9 Inspection of adjoining properties

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

C3.4.10 Water for construction purposes

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

C3.4.11 Survey control and setting out of the works

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

C3.5 MANAGEMENT

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C3.5.1 Management of the works

C3.5.1.1 Applicable SANS 1921 standards

Will be specified per work package

C3.5.1.2 Particular / generic specifications

C3.5.1.2.1 Corrections and amendments to the Standard Specifications

CLAUSE / ITEM

CORRECTION

Series 6: Roads and Parking Areas

Section 602: Crushed-stone Pavement Layers

08 MEASUREMENT AND PAYMENT

Item

601.06	Extra over Item 601.02 for borrow material from sources to be supplied by the Contractor	Replace item numbers with:
---------------	---	----------------------------

614.02.01	(Layer and type material indicated)	<i>601.06.01</i>
----------------------	-------------------------------------	------------------

614.02.02	Etc. for other layers and type of material	<i>601.06.02</i>
----------------------	--	------------------

602.02	Crushed-stone subbase constructed with material from
---------------	---

602.02.01	Commercial sources	Replace item description with:
-----------	--------------------	--------------------------------

602.02.01.02	G2 material compacted to 100% of apparent density	<i>G2 material compacted to 100% of modified AASHTO density</i>
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C3.5.1.2.2 Variations and Additions to the Standard Specifications

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

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

SERIES 1: ANCILLARY WORK

SECTION 001: GENERAL REQUIREMENTS AND CHARGES

31 MEASUREMENT AND PAYMENT

Item 001.05: Community liaison officer

Replace pay item 001.05 *Community liaison officer* with the following:

Item		Unit
B001.05	Community Liaison Officer	
B001.05.01	Monthly wage	month (month)
B001.05.02	Percentage on item B001.05.01 for charges and profit	percentage (%)

The sums tendered shall include full compensation for the appointment of a community liaison officer.

Payment shall be made in monthly instalments, upon proof of payment to the Community Liaison Officer.

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

Add the following section

SECTION B107: DAYWORKS

01 SCOPE

02 GENERAL

03 MEASUREMENT AND PAYMENT

01 SCOPE

This section covers the listing of Dayworks items in accordance with Conditions of Contract Clause 40, 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 Engineer 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 Engineer.

03 MEASUREMENT AND PAYMENT

Item		Unit
B107.01	Labour during normal working hours	
B107.01.01	Unskilled labour	hour (h)
B107.01.02	Semi-skilled labour	hour (h)
B107.01.03	Skilled labour	hour (h)

B107.02	Extra-over item B107.01 for charges and overheads	
B107.02.01	Unskilled labour	percentage (%)
B107.02.02	Semi-skilled labour	percentage (%)
B107.02.03	Skilled labour	percentage (%)
B107.03	Construction Plant	
B107.03.01	(Plant type size / capacity indicated)	hour (h)
B107.04	Transport of Construction Plant	
B107.04.01	(Transport type size / capacity indicated)	kilometre (km)

The Contractor is also referred to Clause 40(4) of the Conditions of Contract regarding Dayworks.

Personnel during normal working hours

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

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

The unit rate for item B107.02 shall be the percentage extra over for the labourer. This percentage rate shall also be deemed to allow for the use of small tools, supervision, insurances, overhead expenses, transport of workmen, housing and feeding (if the liability of the contractor), profit and any other expenses in connection with workmen employed on Dayworks and shall also include for everything else covered under the allowance as stated in Clause 40(4) of the Conditions of Contract.

Construction Plant

The unit rate for item B107.03 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, inter alia for all fuel and lubricants; for the wages of operators, equipment and everything else necessary; for all depreciation, maintenance and repair costs; for overhead expenses, profit and for everything in accordance with Clause 40(4) 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 Engineer.

Transport of Construction Plant

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

C3.5.1.3 Planning and Programming

The Contractor shall submit within the period stated in the Contract Data a suitable and realistic construction programme for the consideration of the Engineer. This shall be done individually for each of the work packages identified within the limits of this tender.

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

- A work breakdown structure, identifying the major activity groups.
- For each activity group further details shall be provided with regard to the scheduled start and end dates of individual activities.
- The linkages between activities shall be clearly indicated and the logical network upon which the programme is based shall be separately submitted to the engineer if requested. Any constraints shall be classified as being time-related or resource-related.
- The critical path(s) shall be clearly indicated and floats on non-critical activities shall be shown.
- The Contractor shall indicate the working hours per day, night, week and month allowed for in the programme.
- Where relevant the Contractor shall state the production rates for key activities, e.g. earthworks, etc.
- The dates when, in order to construct the Works in accordance with his programme, the Contractor will need materials and other things to be provided by the Employer.
- For each activity, a statement of how the Contractor plans to do the work identifying the principal equipment and other resources which he plans to use.
- The execution of the work must be programmed in such a manner as to limit disruption to passing traffic and residents to a minimum.

Together with the programme as detailed above the Contractor shall submit to the Engineer a cash flow projection, indicating projected monthly invoice amounts. This have to be done for each of the work packages identified within the limits of the tender. The cash flow projection shall be updated at monthly intervals to reflect actual payments to date and anticipated further payments.

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

If the programme has to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the time for completion as defined in Clause 42 of the General Conditions of Contract or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant on site, or by using the available labour and plant in a more efficient manner.

Part C3: Scope of Work

Failure on the part of the Contractor to submit the programme or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided in Clause 55 of the General Conditions of Contract.

The approval by the Engineer of any programme shall have no contractual significance other than that the Engineer will be satisfied that the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme if required by circumstances. The Contractor is also referred to Clause 12 of the General Conditions of Contract when drawing up his programme.

C3.5.1.4 Sequence of the works

The sequence of the works will be work package specific and will be evaluated by the Engineer as such.

C3.5.1.5 Software application for programming

Any software used for planning and programming must be fully compatible with Windows XP (Service Pack 3) operating system and Microsoft Project 2003.

C3.5.1.6 Methods and procedures

The methods and procedures of the works will be work package specific and will be provide by the Engineer as such.

C3.5.1.7 Quality plans and control

The quality plan and control of the works will be work package specific and will be provide by the Engineer as such.

C3.5.1.12 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site of the works and record the daily rainfall figures in the site diary. The site diary shall be handed to the Employer's representative for his signature no later than 10 days after rain that is considered to justify an extension of time occurs.

Extension of time due to abnormal rainfall shall be determined by means of Method 1, where rainfall records and/or values derived from rainfall records are supplied in the Scope of Work, otherwise Method 2 shall apply. Method 1 and 2 are defined and described in the Contract Data.

In the case where Method 2 applies the following is applicable:

- Extension of time resulting from abnormal rainfall or other forms of inclement weather for items on the critical path of the programme shall be calculated according to the requirements of Method 2 (Critical-path method). The value of "n" working days per calendar month as specified in this clause shall be two (2) working days. If no abnormal rainfall or other inclement weather periods occur during a specific calendar month (or months), the n-values as specified shall not be taken as accumulating over the contract period. If the n-days allowed for in the programme of work are not taken up by standing time due to abnormal rainfall or inclement weather conditions, they will fall away and will not be considered in extension of time claims which may arise later during the contract period.
- A working day, or portion thereof, shall be considered as lost when the engineer agrees that no work could have been undertaken on any item falling within the critical path. The contract extension of time arising from inclement weather shall be agreed upon between the engineer's and the

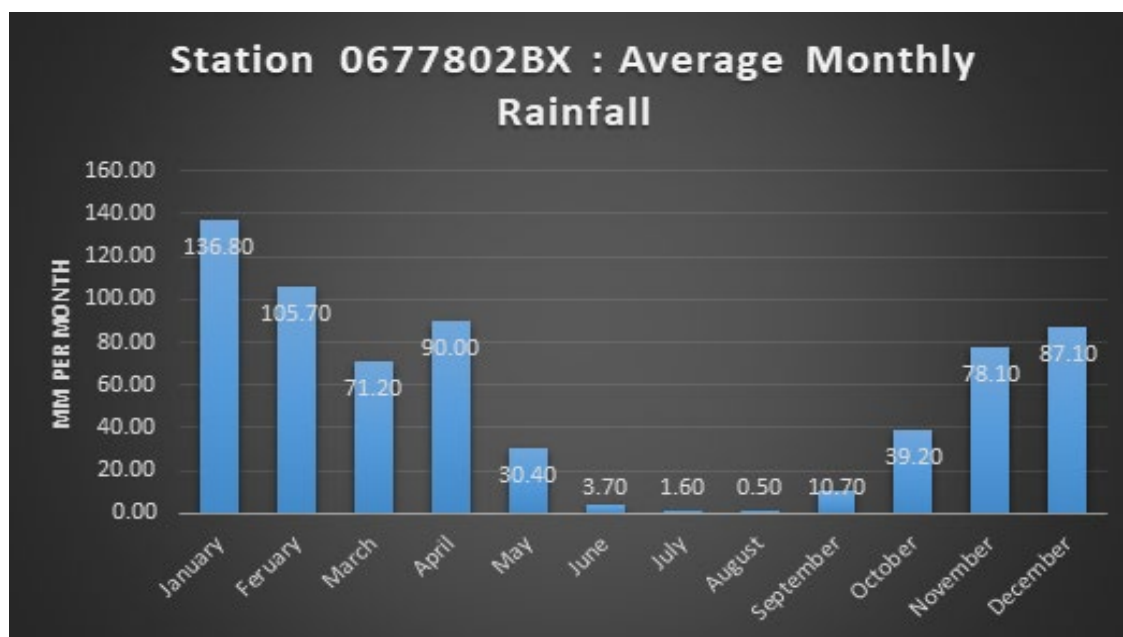


Figure 1: Average Annual Climatic Conditions

Records of rain days will be recorded in the minutes of the monthly site meeting.

C3.5.1.13 Format of communications

The Engineer will set standards specific to the work package for communications.

C3.5.1.14 Key personnel

A schedule of key personnel / schedule of contact particulars of key personnel will be requested by the Engineer with the commencement of a specific work package.

C3.5.1.15 Management meetings

C3.5.1.15.1 Community participation

Community participation consists of engagement of Project Steering Committees (PSC). A PSC will be established for the town by the Ward Councillor. The functions of the PSC will be to:

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

The PSC will not have the power to:

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

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

Part C3: Scope of Work

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

C3.5.1.16 Forms of contract administration

Contract administration pro-formas will be as provided by the Engineer on a specific work package.

C3.5.1.17 Electronic payments

Will be as per City of Tshwane standards.

C3.5.1.18 Daily records

The requirements for daily records of resources (people and equipment employed) / site diaries in respect of work performed on the site and where such documents are to be held will be set for each work package individually.

C3.5.1.19 Bonds and guarantees

Will be specified in the letter of appointment.

C3.5.1.20 Payment certificates

Will be carried out as per General Conditions of Contract for Construction Works, Third Edition (2015).

C3.5.1.21 Permits

Not applicable.

C3.5.1.22 Proof of compliance with law

Not applicable.

C3.5.1.23 Insurance provided by the employer

A copy of the policy and the list of excesses may be obtained from

Contractors All Risk and Liability Insurance:
Mrs Morongwa Mokoena

Tel: 012 358 1126
E-Mail: morongwam@tshwane.gov.za

Room 123
HB Phillips Building
C/O Schoeman and Bosman Streets
Pretoria

C3.5.2 Environment

See Annexure 3.5.A: Environmental Specification

C3.5.3 Health and safety

See Annexure 3.5.B: Health and Safety Specification

C3.5.4 ANNEXURES:

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ANNEXURE C.3.5.A Environmental Specification

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1. INTRODUCTION

The EMP will address the environmental impacts during the design, construction and operational phases of a work package. Due regard must be given to environmental protection during the entire work package. In order to achieve this, a number of environmental specifications/recommendations are made. These are aimed at ensuring that the Contractor maintains adequate control over the work package in order to:

Minimise the extent of impact during construction,
Ensure appropriate restoration of areas affected by construction.
Prevent long term environmental degradation.

The contractor must be made aware of the environmental obligations that are stipulated in this document and declares himself/herself to be conversant of all relevant environmental legislation. The Contractor should also be aware that the Employer's Agent will monitor the implementation of the procedures.

2. POLICY STATEMENT

The construction will be to the best management practices as identified to minimize the environmental impact of activities associated with the development.

3. OBJECTIVES OF EMP

The EMP has the following goals:

- Identifying those construction activities that may have a detrimental impact on the environment;
- Detailing the mitigation measures that will need to be taken, and the procedures for their implementation;
- Establishing the reporting system to be undertaken during the construction.

The EMP also serves to highlight specific requirements that will be monitored during the development and should the environmental impact not have been satisfactory prevented or mitigated, corrective action will have to be taken. The document should, therefore, be seen as a guideline that will assist in minimizing the potential environmental impact of activities.

4. DESIGNATED ENVIRONMENTAL OFFICER

For the purpose of the EMP, a nominated representative of the Contractor should be the designated environmental officer for the work package. The nominated representative of the Contractor will therefore be responsible for ensuring that the provisions of the EMP are complied with. The Employer's Agent will be responsible for issuing instructions to the Contractor where environmental considerations call for action to be taken. The environmental officer will submit monthly reports to the Employer's Agent on site who will verify the information.

5. LEGAL REQUIREMENTS

Under normal circumstances and EMP would be the end result or the final stage in the EIA procedure. However, a working agreement was negotiated between the National Department of Environmental Affairs and Tourism (DEAT) and the City of Tshwane Metropolitan Municipality. The agreement stipulates the work package types of the City of Tshwane Metropolitan Municipality need to submit to DEAT for approval and those work package types the City of Tshwane Metropolitan Municipality do not need to submit for approval. For those actions that do not need approval, the City of Tshwane Metropolitan Municipality undertook to compile generic EMP's to assist to minimizing degradation to the area. The following work package types fall in this non-approval category: periodic maintenance, special maintenance, rehabilitation and specific upgrades.

6. MITIGATION MEASURES

In setting mitigation measures, the practical implications of executing these measures must be borne in mind. With early planning, both the cost and the impacts can be minimised.

6.1 Establishment of site offices

6.1.1 Site Plan

The Contractor shall provide the Employer's Agent on site with a plan detailing the layout of site offices facilities, such as chemical toilets, areas for stockpiling of material, storage of hazardous materials and provision of containers. The site offices should not be sited in close proximity to steep areas as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the site, and in particular the ablution facilities, aggregate stockpiles and hazardous material stockpiles are located as far away as possible from any water course as possible.

The site plan shall be submitted before the site hand over meeting. Read with Standard Specifications for Municipal Civil Engineering Works: Section 001 and 002.

6.1.2 Vegetation

The vegetation surrounding the site offices is to be left as intact as possible and vegetation planted at the site should be indigenous. Only trees directly affected by the works and such others as may be indicated by the Employer's Agent in writing may be sawn off/removed.

The work package specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien invader plant shall be cleared by hand before seeding. Read with Specifications: 104 – Landscaping and grassing.

6.1.3 Rehabilitation

The site offices will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas are to be removed from the site on completion of the contract. Read with Sections 001, 002 and 104 of the Specifications.

6.1.4 Water for human consumption

Water for human consumption must be tested and treated in accordance with recommendations.

6.2 Sewage treatment

Adequate toilet facilities are to be provided. Use of the veld for this purpose shall not, under any circumstances, be allowed. The Contractor shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer. Latrines shall be positioned within walking distance from wherever employees are employed on the works.

Save and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak away, dry composting toilets such as "enviro loos", or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets is to be done in consultation with the Site Engineer.

Read with Sections 104 of the Specifications.

6.3 Waste management

Waste management and waste minimisation must be implemented at the outset of the contract.

6.3.1 Litter

No littering by construction workers are allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition, and the site is to be kept free of litter. Read with Sections 001 and 002 of the Specifications.

6.3.2 Removal of solid waste

Solid waste is to be stored in an appointed area for collection and disposal. A refuse control system must be established for the collection and removal of refuse to the satisfaction of the Engineer. Disposal of solid waste will be in a Department of Water Affairs and Forestry (DWAF) licensed landfill site.

6.3.3 Hazardous waste

Hazardous waste such as bitumen, tar, oils, etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care must be taken when using tar products such as tar prime or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

6.4 Soil management

6.4.1 Topsoil

The contract provides for the stripping and stockpiling of topsoil from the site for later reuse. Topsoil is considered to be of a minimum thickness of + 300 mm of natural soil, including all the vegetation and organic matter. The areas to be cleared of top soil shall include the storage areas. Weeds appearing on the stockpiled top soil shall be removed by hand before seeding. Soils contaminated by hazardous substances shall be disposed of in an approved Department of Water Affairs and Forestry waste disposal site.

6.4.2 Borrow material

The Contractor's attention is drawn to the requirements set forth by the Department of Mineral and Energy Affairs in terms of the submission of EMPR's for establishment, operation and rehabilitation of borrow pits and quarries. The cost of complying with the requirements shall be deemed to be included in existing rates in the schedule of quantities. Read with the Specification Section 203.

6.5 Discovery of archaeology sites, artefacts or graves

6.5.1 Archaeology sites

If an artefact on site is uncovered, work in the immediate vicinity must be stopped immediately. The Contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the Employer's Agent of such discovery. The National Monuments Council must be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. Read with General Conditions of Contract.

6.5.2 Graves

If a grave on site is uncovered, work in the immediate vicinity must be stopped and an undertaker as well as the National Monuments Council should be contacted. The undertaker will place advertisements in the newspapers concerning the grave. He will also provide for the relocation of bones, should it be necessary. Read with General Conditions of Contract.

6.6 Stockpiled material

The Contractor shall so plan his activities that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material must be indicated and demarcated on the site plan and approved in writing by the engineer.

The area chosen shall be devoid of indigenous trees and shrubs. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. After the stockpiled material has been removed, the site shall be reinstated as closely as possible to its original condition. All areas affected by stockpiling shall be landscaped, top soiled and grassed to the Engineer's approval and at the Contractor's cost.

Material milled out of the existing road surface that is temporarily stockpiled within the road reserve shall:

- be stockpiled so as to be as inconspicuous as possible
- be prevented from contaminating water courses,
- be cleared of weeds.

In all cases, the areas for stockpiling and disposal of construction rubble shall be approved by the Employer's Agent before such operation commences.

Read with Section 203 of the Specifications.

6.7 Fuel, diesel and other hazardous materials

6.7.1 Hazardous Materials

All hazardous materials i.e. bitumen binders shall be stored in an appointed area that is fenced and has restricted entry. Storage of bituminous products shall only take place using suitable containers to the approval of the Engineer.

Under no circumstances shall the spoiling of bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected bituminous products shall be taken to the supplier's production plant. No spillage of bituminous products shall be allowed on site. Affected areas shall be promptly reinstated to the satisfaction of the Engineer.

6.7.2 Fuel

Should any fuel storage tank be required on site, the Contractor shall ensure that he has complied with the necessary legal requirements for the erection of such tanks. Leakage must be avoided. The fuel and diesel areas should be bonded to accommodate any spillage or overflow from these activities.

6.7.3 Oil, grease

Oil, grease and cleaning materials from the maintenance of vehicles and machinery shall be collected in a sump and sent back to the supplier or otherwise disposed of at a registered site.

6.7.4 Cooking oil

The Contractor should ensure that sufficient fuel is available for heating and cooking purposes should this be necessary.

6.7.5 Spillages

Streams, rivers and dams must be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials

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and bituminous products. In the event of a spillage, prompt action must be taken by competent instances to clear the affected area.

6.8 General conditions

Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a designated register and the response noted with the date and action taken. This record must be submitted with the monthly reports.

Any avoidable non-compliance with the above-mentioned measures may be considered sufficient ground for withholding payment of part or all amounts to be paid for the said item.

7. MEASUREMENT AND PAYMENT

The Contractor shall not be separately reimbursed or compensated in respect of his compliance with the provisions of this part of the Scope of Works. All costs so incurred shall, save and except to the extent provided for the schedule of quantities under SECTION 001: GENERAL REQUIREMENTS AND CHARGES, be deemed to be included in the rates tendered for the various items of work listed in the schedule of quantities.

TABLE 1 SUMMARY OF MITIGATION MEASURES

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
Establishment of site Offices	Siting of offices	Preferred areas would be flat areas along the route. Avoid steep areas as soil erosion could increase. Avoid water courses	001 002.02.01
	Site Plan	Contractor will provide Employer's Agent detail of layout of site facilities within two weeks of moving to the site i.e. chemical toilets, the demarcation of areas for stockpiling of materials, storage of hazardous materials and the provision of containers. The offices shall be fenced. The site plan will be submitted before the site hand over meeting.	001 002
Site rehabilitation	Clean-up	All construction material is to be removed from the site on completion of the contract.	001 002 104
Vegetation	On site	Vegetation planted on the site should be indigenous. Only trees directly affected by works as indicated in writing by Engineer, shall be sawn off/removed	104
	Weeds	Clearance of weeds must be done by hand before seeding.	104
	Grass cover	The grass cover surrounding the construction site is to be left as intact as possible or restored to its original condition.	104

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ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
Water	Available for human consumption	Water for human consumption must be tested and treated in accordance with recommendations.	
Soil management	Topsoil	The topsoil (\pm 300 mm) of any excavation shall be removed and stockpiled separately from underlying material in an appointment area	203 104
	Borrow material	EMPR's for borrow pits to be submitted to the Department of Mineral and Energy Affairs for approval	201 203
Archaeological & Cultural sites	Discover of archaeological sites of artefacts	If an artefact on site is uncovered, work in the immediate vicinity must be stopped immediately and an archaeological consultant must be contacted. Work may only resume once clearance is given in writing by the archaeologist.	GCC
Graves	Discovery of graves	If a grave on site is uncovered, work in the immediate vicinity must be stopped and an undertaker should be contacted	GCC
Waste management	Solid & Construction waste	Solid waste is to be stored in an appointment area for collection and disposal. Disposal of waste will be in a DWAF licensed landfill, and no waste may be burnt on site.	
	Litter	The site is to be kept free of litter	001
Sewage treatment	Toilet facilities	Adequate toilet facilities are to be provided, and the siting of chemical toilets is to be done in consultation with the site engineer. Use of the veld for this purpose shall not be allowed.	001 002
Fuel, diesel & hazardous materials	Hazardous Materials	All hazardous materials i.e. bitumen binders will be stored in an appointed area that is fenced and has restricted entry. No spoiling of bituminous products on site, over embankments, in borrow pits or any burning. No spillage of bituminous products shall be allowed on site.	
	Fuels	All fuel tanks will be stored in an appointed area. Leakage will be avoided.	

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ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
	Cooking fuel	The Contractor should ensure that sufficient fuel is available for heating and cooking purposes should this be necessary.	
	Oil, grease	Oil, grease and cleaning materials from maintenance of vehicles shall be collected in a sump and sent back to supplier.	
	Spillages	Streams, rivers or dams must be protected against spillages of pollutants mentioned in 6.7 (e). In the event of a spillage, prompt action must be taken to clear the affected area.	
General considerations	Lines of authority	A nominated representative of the contractor will be the designated environmental officer for the site.	
	Reports	The environmental officer will submit monthly reports to the Employer's Agent who will verify the information	
	Complaints	Complaints received regarding activities on the construction site pertaining to the environment should be recorded in a designated register, and the response noted with the date and action taken. This record must be submitted with the monthly report	

ANNEXURE C.3.5.B Health and Safety Specification

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1. SCOPE

A Health and Safety Specification is to be developed that address all aspects of occupational health and safety, as affected by the proposed construction Regulation 2014 and any such standard that may be applicable to the project site and the scope of work thereof.

The specification will provide the requirements that the Principal Contractor and other contractors shall have to comply with in order to reduce the risk associated with the construction works to a low as reasonably practicable.

1.1 Introduction

In terms of Construction Regulation 5(1)(b) of the Occupational Health and Safety Act , No 85 Of 1993, the City Of Tshwane as the CoT , is required to compile a Health and Safety Specification for any intended project and provide such specification to any prospective contractor.

The duties of the City of Tshwane are stipulated in the Construction Regulation published in Government Gazette No 25207 of 2003 and a further amendment published in the Government Gazette 37305("the New Construction Regulation") in February attached hereto as Annex B.

This specification has an objective to ensure that Principal Contractor and other contractors entering into a Contract with the City of Tshwane, achieves an acceptable level of Occupational Health and Safety performance.

Compliance with this document does not absolve the Principal Contractor and suppliers from complying with the minimum legal requirements. All contractors shall remain responsible for the health and safety of their employees and persons other than employees in terms of Section 9 of the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulation issued in 2014 and its amendments.

1.2 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 regulation 8(8) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (b) **Batch Plant Supervisor** means a competent person appointed in accordance with regulation 18.(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 regulation 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 regulation 8(7) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (e) **Construction Vehicles & Mobile Plant Supervisor** means a competent person appointed in accordance with regulation 23 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 the Construction Regulations, 2014.
- (g) **Demolition Work Supervisor** means a competent person appointed in accordance with regulation 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 Employer's Agent and Employer for the design of the 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 Installer** means a competent person appointed in accordance with regulation 24(b) 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) **Employer's Agent** means the natural or juristic person or partnership named as the Employer's Agent in the Conditions of Contract and appointed by the Employer to act as the Employer's Agent in terms of this Contract.
 - (m) **Engineer's Representative** means the person appointed by the Employer's Agent in terms of Clause 2 of the Conditions of Contract.
 - (n) **Excavation Work Supervisor** means a competent person appointed in accordance with regulation 13(1)(a) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
 - (o) **Explosive Powered Tools Inspector** means a competent person appointed in accordance with regulation 21(2)(b) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
 - (p) **Fall Protection Planner** means a competent person appointed in accordance with regulation 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 regulation 29(h) ERW9(2) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
 - (r) **Temporary Structure Supervisor** means a competent person appointed in accordance with regulation 12(2) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
 - (s) **Hazard** means any object, action or condition that can potentially harm the health and safety of persons or property.
 - (t) **Hazard Identification** means the identification and documenting of existing or expected hazards.
 - (u) **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.
 - (v) **Health and Safety Plan** means a documented plan, prepared by the Contractor, of work procedures to mitigate, reduce or control hazards identified.
 - (w) **Health and Safety Specification** means a documented specification of all health and safety requirements and criteria to mitigate reduce or control hazards identified.
 - (x) **Health and Safety Representative** means the person/s designated in accordance with section 17 of the Occupational Health and Safety Act.
 - (y) **Ladder Inspector** means the person/s designated in accordance with general safety regulation 13 of the Occupational Health and Safety Act
 - (z) **Material Hoist Inspector** means a competent person appointed in accordance with regulation 19(8)(a) of the Construction Regulations, 2014 in writing by the Contractor, with written notification to the Engineer.
 - (aa) **Method Statement** means a document detailing the key activities to mitigate, reduce or control hazards identified.
 - (bb) **Professional Employer's Agent** means any person employed from time to time by either the Employer or Contractor who holds registration as either a Professional Employer's Agent or Professional Certificated Employer's Agent under the Engineering Profession Act, 2000 (Act No. 46 of 2000).
 - (cc) **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).
 - (dd) **Risk** means the likely occurrence and impact of a hazard.

- (ee) **Risk Assessment** means a programme carried out to identify and evaluate the likely occurrence and impact of all hazards.
- (ff) **Risk Assessor** means a competent person appointed in accordance with regulation 9.(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (gg) **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.
- (hh) **Scaffolding Supervisor** means a competent person appointed in accordance with regulation 16(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (ii) **Stacking and Storage Supervisor** means a competent person appointed in accordance with regulation 28(a) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (jj) **Contractor/Subcontractor** means the natural or juristic person or partnership who is appointed by the Principal Contractor with prior consent of the Employer's Agent 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.
- (kk) **Suspended Platforms Supervisor** means a competent person appointed in accordance with regulation 17(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.

2. PROJECT DESCRIPTION

3. GENERAL OCCUPATION HEALTH AND SAFETY PROVISIONS

3.1 Safety Plan

3.1.1 General

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

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

The following generic aspects should be covered in their safety plan:

- What administrative procedures the Principal Contractor envisages to use in the implementation and maintenance of the safety plan with reference to the construction site
- How continuous assessment of the safety plan will be assessed and implemented with respect to construction site
- What control systems the Contractor envisages to implement on site to support his safety program
- How the Principal Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments
- What external resources the 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 Principal 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.

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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, 2014. Mobilization shall be dependent upon the acceptance of the Principal 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.

3.1.2 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. Risk Assessment
 - a. Alternative Forms of Risk Assessment
 - b. Methodology of Risk Assessment
 - c. Elements of Risk Assessment
 - i. Scope of assessment
 - ii. Risks Identified
 - iii. Risk Analysis
 - iv. Risk Evaluation
 - v. Risk Treatment
 - vi. Monitoring and reviewing
3. Resources
 - a. Health and Safety Staffing Organogram
 - b. Supervisors, Inspectors and Issuers
 - c. Employees
 - d. Subcontractors inclusive of their scope of work and their core resources
 - e. Training
 - f. Plant
 - g. Vehicles
 - h. Equipment
4. Materials
 - a. Temporary Materials
 - b. Permanent Materials
5. Categories of Work
6. Implementation of Health and Safety Plan
 - a. Administrative systems,
 - b. Training,
 - c. Reporting,
 - d. Monitoring,
 - e. Inspections,
7. Auditing
 - a. Internal audits,
 - b. Follow-up audits,
8. Financial Aspects
9. Emergency procedures and response

3.2 Hazard Identification & Risk Assessment

3.2.1 Risk Assessment

Risk Assessment headings that have been identified as possibly applicable to the contract work proposed. It is by no means exhaustive and is offered as assistance to Principal Contractors.

3.2.2 Development of Risk Assessment

The Principal Contractor contracted to undertake the works or part thereof, on the project site, shall appoint a competent person/s in writing to perform Risk Assessment before the commencement of any construction work.

This Risk Assessment shall form part of the Occupational Health and Safety Plan and be implemented and maintained as required by the Construction Regulation 9 (1).

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 Employer's Agent 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.

The Risk Assessment shall include but not limited to the following:

- i. The identification of the risks and hazard to which persons may be exposed
- ii. The analysis and evaluation of the identified risks and hazards.
- iii. A documented plan of safe working procedures to mitigate, reduce or control the risks and hazards identified
- iv. A monitoring plan
- v. A review plan

Based on the risk assessments, the contractor must develop a set of Site Specific Occupational Health & Safety (OHS) rules that when applied will regulate the OHS aspects of the construction.

The Risk Assessment together with the Site Specific OHS rules should be submitted to the City of Tshwane before commencement on site.

Despite the Risk Assessment listed in Annex A, the contractor is required to conduct a baseline Risk Assessment incorporating the listed Risk Assessment, Standard Work Procedures and Method Statement applicable to the works to be undertaken.

A Risk Assessment shall be undertaken for all out-of-scope work as well where not clearly defined or described. Copies of all risk assessment and method statements shall be maintained on site in the safety file.

3.2.3 Risk Assessment Requirements

3.2.3.1 General

This section of the specification provides guidelines for the Principal Contractor in preparation of risk assessments in order to ensure compliance with Regulation 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 will not be satisfied by a single risk assessment exercise that holds good for all time. The risk assessment process on the Works is an ongoing process.

The objectives of risk assessments are to:

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

3.2.3.2 Forms of Risk Assessment

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

3.2.3.2.1 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.

3.2.3.2.2 Issue based risk assessments

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

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

3.2.3.2.3 Continuous risk assessments

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

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

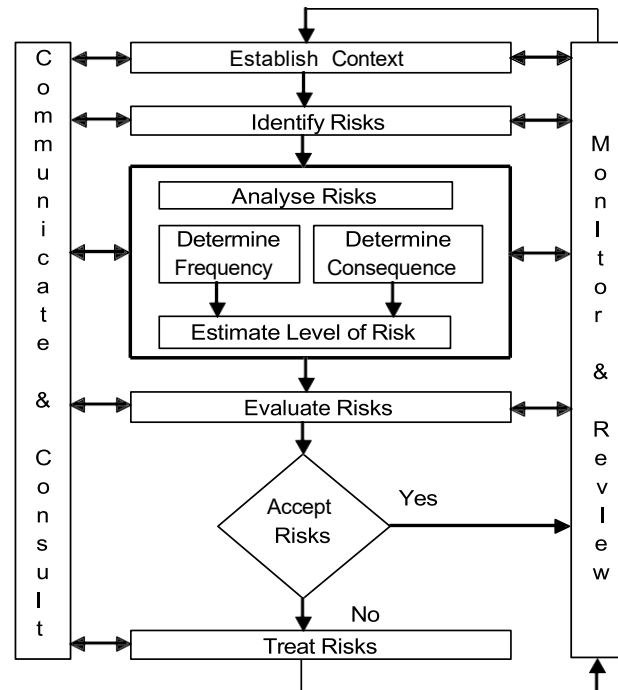


Figure 1: Risk Management Process

The Principal Contractor should regard this step of 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 Principal Contractor should bear the following principles in mind when identifying the risks:

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

3.2.3.3 Risk Analysis

In this step, the Contractor will be required to analyse 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

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magnitude of its consequence may be compounded as the risk that it poses as shown in the “risk matrix” in Figure 2 below.

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

Figure 2: Compounded Risk Matrix

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

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

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

3.2.3.5 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

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- 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:

- 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.

3.2.4 Review of Risk Assessment

The Principal Contractor is to review the Hazard Identification Risk Assessment (HIRA) and Safe Working Procedure's at each Progress Report Meeting as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods.

4. CATEGORIES OF WORK

In this section of his Health and Safety Plan, the Principal 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.

4.1 General

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

4.1.1 Construction welfare facilities

Principal Contractors will be required to adhere to the Facilities Regulation: Construction welfare facilities of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Facilities Regulations, 1990 (as amended) and SANS 0400.

The Contractor must discuss the following in detail in his safety plan:

- How will the Principal Contractor establish the amount of facilities required for employees to shower, change, eat and attend to sanitary needs
- What measures will the employer take to house employees on site who lives far from their residences or for the provision of transport

4.1.2 Environmental regulations for workplaces

The Principal Contractor shall comply with the Environmental Regulations for Workplaces, 1987, and shall address the following aspects as described in the regulations in his Health and Safety plan:

- Thermal requirements,
- Lighting,
- Windows,
- Ventilation,
- Housekeeping,
- Noise and hearing conservation,
- Precautions against flooding, and
- Fire precautions and means of egress.

4.1.3 Housekeeping on construction sites

Principal Contractor will be required to adhere to Construction Regulation for Housekeeping 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 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

4.1.4 Fire precaution on construction sites

Principal Contractor will be required to adhere to Construction Regulation 29: Fire precautions on construction sites, of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Principal Contractor must discuss the following in detail in his safety plan:

- How the Principal Contractor will minimize the risk of fire on the site
- How the 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

4.1.5 Water environments

The Contractor will be required to adhere to Construction Regulation 24: 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

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- What safety procedures and equipment will the Contractor implement to safeguard employees working at water environments

4.1.6 Structures

The Principal Contractor will be required to adhere to Construction Regulation 8: Structures, of the Construction Regulations, 2014.

The Principal 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.

4.1.7 Watching, barricading and lighting

The Principal Contractor will be required to adhere to Construction Regulation 8: Structures, of the Construction Regulations, 2014.

The Principal 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.

4.1.8 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 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.

4.2 Site Clearance

4.2.1 Demolition work

Contractors will be required to adhere to Construction Regulation 14: Demolition work, of the Construction Regulations, 2014.

The Principal 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 envisage 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

4.3 Earth Works

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:

- 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

4.4 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:

4.4.1 Temporary structure

The Contractor shall with reference to Regulation 12: Formwork and support work, of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How the design of formwork and support work will be carried out,
- How the erection of formwork and support work will be managed,
- How the continuous assessment of the safety of formwork will be done,
- How the loading of formwork and support work will be managed or limited, and
- How he intends keeping records of the above.

4.5 Pipes

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 pipe work.

5. IMPLEMENTATION OF CONTRACTOR'S HEALTH AND SAFETY PLAN

5.1 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.

5.2 Administrative Systems

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

- Up keep of a safety file on site,
- Maintenance of his Health and Safety plan,
- Procedures to follow for the appointment of competent persons,
- Application for permits,
- Procedures to follow for notifications,
- 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 at least one copy of the Occupational Health and Safety Act, 1993 and its Regulations is available on the for every 20 employees employed

5.3 Reporting Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996 and shall in particular (in accordance with section 12) furnish an inspector with information relating to health and safety on the construction site, when requested to do so.

The 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, 1993 and its Regulations, pursuant to work performed in terms of this Contract.

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

The Contractor shall, without limiting his obligations, indicate in his Health and Safety Plan how he intends:

- Identifying the training needs of the personnel he intends employing, and
- Implementing the training identified
- What proof of induction training will be carried by his employees (e.g. laminated type identification card).

6. STRUCTURES AND RESPONSIBILITIES

6.1 Overall Supervision and Responsibility for OHS

The City of Tshwane (CoT) will ensure that the Contractor appointed in terms of Construction Regulation (CR) 7 (1)(a), implements and maintains the agreed and approved OHS Plan.

The Chief Executive Officer of the Contractor in terms of Section 16 (1) and Construction Regulation 8(1) of the OHS Act, is to ensure that the employer complies with the Act.

It is a requirement that the Principal Contractor, when appointing other Contractors in terms of Construction

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Regulation 7 (1)(a), (c)(x), (f), (2)(c) and (3) includes an OHS Act Section 37(2) agreement, in any agreement made with other Contractors. this is an extension of Section 37(2).

The CoT must ensure that the Principal Contractor as a minimum requirement appoints a Construction Supervisor and Assistant Construction Supervisor in terms of Construction Regulation 8.

The OHS Act and Construction Regulation require the Principal Contractor to appoint designated competent employees and /or other competent persons as required. The appointment shall be in writing and responsible clearly stated together with the period for which the appointments are made.

This information must be communicated and agreed with the appointees and copies of the signed original appointment must be filed in the on-site updated OHS File also referred to as the "Safety File"

6.2 Administrative Controls and OHS Files

6.2.1 The Occupational Health and Safety File

As required by Construction Regulations 7 (1) and 7(2) the Principal Contractor and other Contractors will each keep an updated OHS File on site containing, as a minimum, the following documents.

- i. Notifications of Construction Work, Construction Regulations 4(1).
- ii. An updated copy of OHS Act, General Administration Regulations 4.
- iii. Proof of the Registration and Letter of Good Standing with a COID Insurer, Construction Regulations 7(c)(iv).

The Contractor is required to have a programmes in place to promote OHS awareness and promote a culture of in its employees and contractors. The following are a few of methods that may be used but not limited to:

- i. Toolbox Talks
- ii. OHS Poster
- iii. Competitions
- iv. Suggestion

6.2.2 Competence

The Contractors shall ensure that all appointed staffs are competent and that all training required completing the work safely and without risk to health has been completed before work commences. Follow up and refresher training shall be given. Records of all training shall be kept in the Safety file for auditing and proof of compliance.

6.2.3 Consultation, Communication and Liaison

Occupational Health and Safety Liaison between the CoT, Principal Contractor, other Contractors, Designer and other parties will through the CoT/Project Manager or their appointed representative, verbally or in writing, as and when the need arises.

The Principal Contractor will be required to do site Safety visits with the CoT/appointed Agents/Representatives on a basis to be determined between the parties.

6.2.4 Checking, Reporting and Corrective Actions

The CoT or their Agents/Representative will conduct Audits to comply to Construction Regulations 7(1) (C) (vii) to ensure that the Contractor has implemented and is maintaining the agreed and approved OHS Plan.

The Contractor is to conduct his own internal Audits to verify compliance with their own OHS plan.

The OHS Representatives are to conduct inspections of their areas of responsibility and report to their supervisors.

All the results of the inspections shall be in writing, reviewed with corrective actions implemented, endorsed and placed in the OHS File.

6.2.5 Reporting, Investigation of Accidents and Incidents

The Contractor is responsible for the reporting and investigation of all minor, non-injury incidents and near misses. The Contractor shall compile an investigation report and ensure that all recommendations and preventative measures are in place. The incident report shall be in the OHS File for auditing and tracking purposes.

The Contractor is responsible for reporting accidents within two days to the CoT/appointed Agent or Representatives and the Provincial Director of the Department of Labour within seven days (Sections 24 & 25 of the OHS Act & General Administrative Regulation 8), except where the person has died or permanent defect, the incident must be reported immediately.

6.3 Operation Control

6.3.1 Emergency Preparedness, Contingency Planning & Response

The Contractor shall appoint a competent person to act as an Emergency Coordinator.

The Contractor shall conduct an emergency identification exercise and establish what emergencies could possibly develop. The Coordinator shall then develop details contingency plans and emergency procedures.

6.3.2 First Aid

The Contractor shall provide the relevant First Aid Equipment and consumables that are within the expiry dates and have qualified First Aider/s on the site as required by General Safety Regulations 3 of the OHS Act. First Aiders and their certificates need to be filed in the Safety File.

6.3.3 Security

The Contractor shall develop, implement and maintain Security and Site Access Control rules and procedure throughout the construction period.

Access control shall include the rules and procedures that non- employees need to follow on site visitation. Non employees shall always be accompanied by the contractor onto the construction site.

6.3.4 Construction Vehicles and Mobile Plant

All construction vehicles and plant shall be inspected by the Principal Contractor before being allowed to be operated on the site.

Hired vehicles and plant must comply with this specification as well as the OHS Act and the Construction Regulation 23.

No unauthorised persons are allowed to drive Construction Vehicle & Mobile Plant. They shall only be operated in accordance with its intended design and use.

All vehicles and plant must be inspected on a daily basis prior to use by a competent person and findings must be recorded in the OHS File.

6.3.5 Housekeeping

The Contractor shall ensure that good housekeeping practices are implemented so that:

- i. An unimpeded work space is maintained for every employee.
- ii. The walls and roof of every indoor workspace is sound and leak free.
- iii. Every workspace is kept clean, orderly and free from tools and material that is not required for that specific work being done.
- v. Every floor, walkway, stairs, passage and gang way is kept in a good state of repair and free from obstruction, waste and materials.
- vi. Catch platforms or nets erected over every entrance/exit to prevent injury from falling objects.
- vii. Opening in floors, hatchway stairwells and open sides of floor or building are provided with protection to prevent any person falling through them.
- viii. Material and equipment are stored correctly.
- ix. Scrap waste and debris is removed regularly and in a safe manner.
- x. Construction site fences are maintained to prevent entry by unauthorised persons.
- xi. Other aspects the contractor may deem to contribute to a safe working environment.

6.3.6 Eating, Changing, Washing and Toilet

Eating facilities should be provided in a location that is sheltered from the elements. Adequate changing, washing and toilets facilities shall be provided for both sexes.

At least one shower per 15 workers and a toilet per 30 workers shall be provided. Chemical toilets may be used instead of water sewerage type.

6.3.7 Personal Protective Equipment and Wear

The Contractor shall identify all the hazards in the workplace and endeavour to eliminate them.

Where this is not possible, suitable steps shall be taken to protect workers from these hazards.

The Contractor is required to inform employees of the health and safety hazards and issues them with suitable equipment and wear to protect them from these hazards.

6.3.8 Portable Electrical Tools & Equipment

Portable electrical tools and equipment is defined as units taking electrical power from 220 volt 15 amp power outlets and are moved around the site to perform work such as drilling, sawing, grinding etc. and also includes portable lights. Electrical appliances include items such as fridges, stoves and heaters.

All of these must be regularly inspected for damages to cables and plugs.

6.3.9 Public Health and Safety

The Principal Contractors and Contractors are responsible to ensuring that non-employees affected by the construction work such as visitors, the surrounding community and passers-by, are made aware of the danger likely to arise from the construction work as well as the precautionary measures to be observed to avoid or minimise these dangers.

Appropriate signage shall be posted to this effect and all employees on the site shall be instructed to ensure that non-employees are protected at all times. All non-employees entering the site must receive induction into the hazard and risks and the control measures.

CITY OF TSHWANE
ENTERPRISE PROGRAM MANAGEMENT UNIT (EPMU) DEPARTMENT

CONTRACT NO: COO 03-2025.26.

CONTRACT: COO 03-2025.26: TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION SERVICES FOR THE UPGRADING OF EXISTING GRAVEL ROAD - JUBILEE ROAD LINK 1 (MFUMO STREETS) IN HAMMANSKRAAL FOR A PERIOD OF 08 MONTHS.

C4 SITE INFORMATION

C4.1 LOCALITY

The proposed upgrade of Mfumo Street is in Ward 49, Hammanskraal West township in the Region 2 of the city of Tshwane. This ward covers 358.5 square metres. The project area is located to the West of Hammanskraal Central Business District (CBD). Just outside of Jubilee Mall, from Harry Gwala Avenue is Mfumo Street. This street is a direct feeder road to the Jubilee Mall.

The start and end coordinates are illustrated in **Figure 1-1**, below, and as tabulated in **Table 1-1 & 2**, below.

Table 1: Mfumo Street Coordinates

Point	Longitude	Latitude
P1	25°24'23.54"S	28°16'19.44"E
P2	25°24'42.75"S	28°16'01.57"E

The locality of the road is shown in Figure below

Part C4: Site Information
Section C4.1: Locality

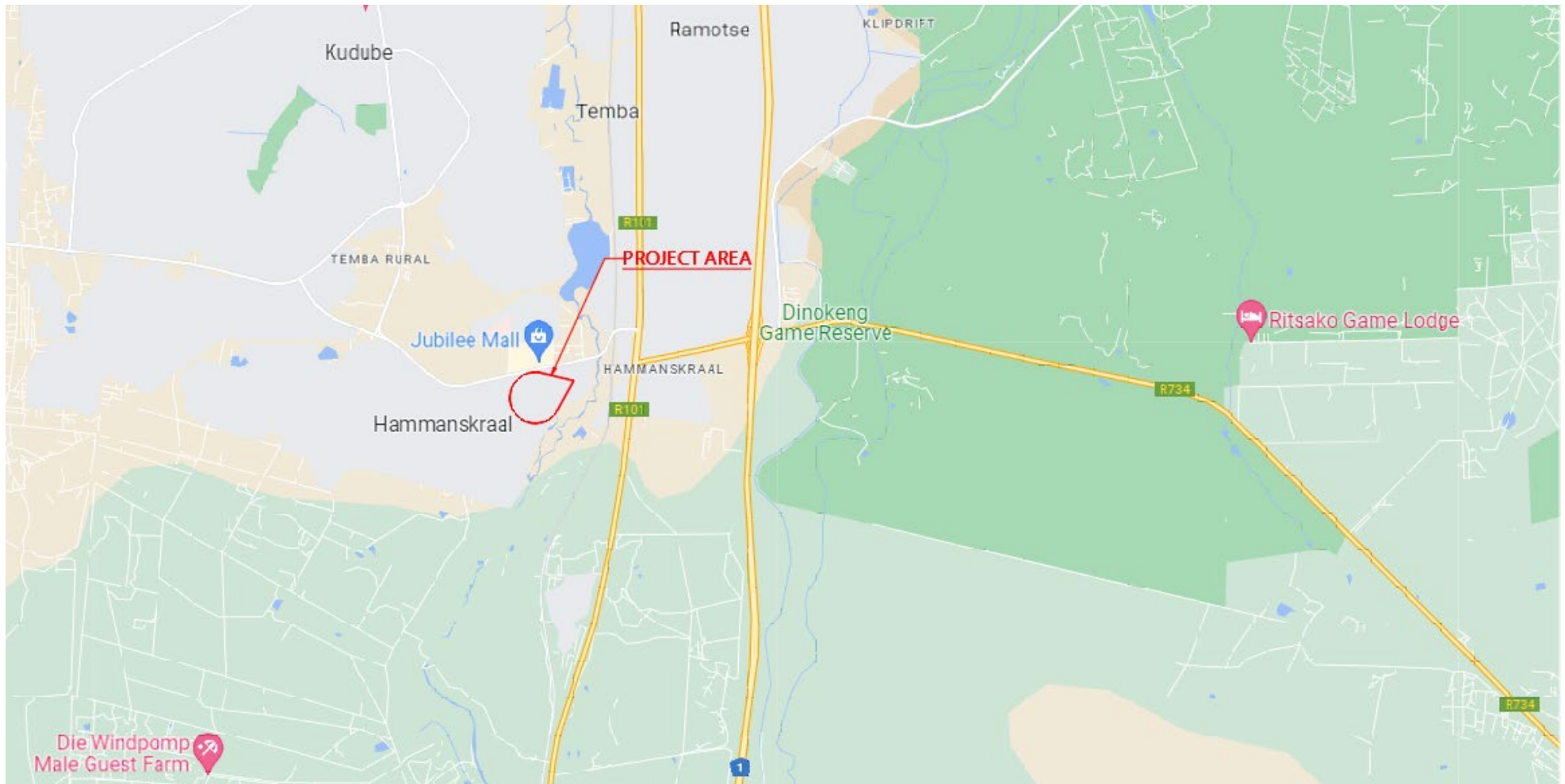


Figure 1: Locality Map

Below is the proposed site location

Part C4: Site Information

Section C4.1: Locality



C4.2 SOIL CONDITIONS