

TENDER REFERENCE:

ROC 05 2022/23

TENDER FOR THE RESURFACING AND REFURBISHMENT OF ALL WEATHER HARD SURACES AT VARIOUS SPORT FACILITIES IN THE CITY OF TSHWANE, AS AND WHEN REQUIRED, FOR A 3 YEAR PERIOD.

VOLUME 1

A Tender for category 2CE or higher CIDB registered contractors

ISSUED BY:	PREPARED BY:
City of Tshwane Metropolitan Municipality	Regional Operations and Coordination
Tshwane House	P O Box 440
320 Madiba Street	PRETORIA
Pretoria CBD	0001
0002	Tel: (012) 358 4041
Tel: 012 358 9999	

Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	
Contact Person:	CoT Vendor No (Where Applicable):
Tel. No:	E-Mail Address:
Cell No:	Fax No:

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

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PORTION 1: TENDER

PART T1: TENDER PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

THIS TENDER IS NOT AVAILABLE ON THE INTERNET

ROC 05 2022/23

CITY OF TSHWANE

REGIONAL OPERATIONS & COORDINATION

TENDER FOR THE RESURFACING AND REFURBISHMENT OF ALL-WEATHER HARD SURFACES

AT VARIOUS SPORT FACILITIES IN THE CITY OF TSHWANE, AS AND WHEN REQUIRED, FOR A 3-YEAR PERIOD.

Tenders are hereby invited for the above work.

Tenderers should have a CIDB contractor grading designation of 2CE or higher.

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

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

The arrangements for a **Compulsory Clarification Meeting** are:

Date: 11 August 2022

Time: 10:00 am

Venue: Eersterust Civic Centre, corner of Hans Coverdale West and PS Fourie streets, Eersterust.

as stated in the tender notice and invitation to tender.

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

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of **90 days** after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Municipality.

The closing time for receipt of tenders is **06 September 2022 at 10:00am**. 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

City of Tshwane Metropolitan Municipality

Tshwane House

320 Madiba Street

Pretoria

0002

and must be submitted in the tender box situated at the entrance of Tshwane House, 320 Madiba Street, Pretoria, 0002.

ENQUIRIES: Project Coordinator

Wouter Koekemoer

Tel (Office):

012- 358 1496

E-Mail:

wouterk@tshwane.gov.za

SUPPLY CHAIN MANAGEMENT EQUITIES: Relebogile Malatswane

Telephone:

012 358 2735

E mail:

RelebogileM@tshwane.gov.za

Ms Mmaseabata Mutlaneng

ACTING CITY MANAGER

T1.2 TENDER DATA

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

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

CLAUSE NUMBER	TENDER DATA
C.1.1 Actions	The Employer is City of Tshwane Metropolitan Municipality
C.1.2 Tender Documents	<u>Volume 1: Tender Document</u> THE TENDER Part T1: Tendering Procedures T1.1 – Tender data T1.2 – Standard Conditions of Tender Part T2: Returnable documents T2.1 – List of returnable documents T2.2 – Returnable schedules THE CONTRACT Part C1: Agreements and contract data C1.1 – Form of offer and acceptance C1.2 – Contract data C1.3 – Form of guarantee C1.4 – Guarantee (Cash deposit) C1.5 – Health and safety agreement C1.6 – Adjudicators contract Part C3: Scope of work C3 – Scope of work Part C4: Site information C4 – Additional information

CLAUSE NUMBER	TENDER DATA
C.1.3 Interpretation C.1.3.4	Add the following new clause: <i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i>
C.1.4 Communication and Employer's Project Coordinator and Deputy Directors (Regional Project Managers)/ Employer' Agent(s)	ROC Department Project Coordinator: Wouter Koekemoer (WouterK@TSHWANE.GOV.ZA) Employer's Deputy Directors (Regional Project Managers): Region 1: Walter P. Tabane (WalterT@TSHWANE.GOV.ZA) Region 2: Trudie Conway (TrudieC@TSHWANE.GOV.ZA) Region 3: Konrad Dillman (KonradD@TSHWANE.GOV.ZA) Region 4: Pierre van der Merwe (PierrevdM@TSHWANE.GOV.ZA) Region 5: Moekie Grobbelaar (moekieg@tshwane.gov.za) Region 6: Fanyana Mokoena (FanyanaM@TSHWANE.GOV.ZA) Region 7: Matshepo Makena (MatshepoM@TSHWANE.GOV.ZA) * Deputy Director means the person appointed as the Deputy Director responsible for this function in the respective Region or the person appointed to act on his/her behalf is a delegate of the Regional Head with the responsibility to ensure that the terms and conditions stipulated in the tender are honoured by the Tenderer.
C.2.1 Eligibility	Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contract grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 2CE or higher class of construction work, are eligible to submit tenders. 1. STAGES OF EVALUATION This tender will be evaluated in the following five stages: Stage 1: Administrative Compliance Stage 2: Mandatory Requirements Stage 3: Functionality Criteria Stage 4: Preferential point system 1.1. STAGE 1: ADMINISTRATIVE COMPLIANCE All the proposals will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents. Service providers that comply with all the Stage 1 requirements will be evaluated against the mandatory requirements as set out in Stage 2.

CLAUSE NUMBER	TENDER DATA										
	1.2. STAGE 2: MANDATORY REQUIREMENTS The service provider must include the following documentation with the tender document failing which will result in immediate disqualification: 1.2.1. CIDB Bidders who are registered with the CIDB in a contractor grading designation equal to or higher than 2CE, are eligible to submit tenders. Failure to submit and meet the minimum CIDB requirements shall disqualify the tender. 1.2.2. level measure laser The service provider must submit a valid calibration certificate for the level measure laser issued by a SANAS (South African National Accreditation Association) accredited laboratory. 1.2.3. COIDA The bidders are to submit a valid Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (COIDA), letter of good standing from the department of labour. 1.2.4. Key staff (a) Site Supervisor Site Supervisor must have at least a National Certificate (NQF Level 4) recognized by SAQA and a minimum of 4 years’ experience. (b) Welder Welder must have at least a National Certificate (NQF Level 4) recognized by SAQA and a minimum of 2 years’ experience. 1.3. STAGE 3: FUNCTIONALITY CRITERIA Failure to obtain the minimum score of 70 shall disqualify the tender from further evaluation. The following criteria and weights will be applied when bids are assessed for functionality: <table><tr><th>CRITERIA</th><th>SUB-CRITERIA</th><th>SCALE</th><th>WEIGHT</th><th>HIGH POSSIBLE SCORE</th></tr><tr><td>Experience on resurfacing of all-weather courts and</td><td>3 Projects and more but less than 5</td><td>3</td><td>6</td><td>30</td></tr></table>	CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE	Experience on resurfacing of all-weather courts and	3 Projects and more but less than 5	3	6	30
CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE							
Experience on resurfacing of all-weather courts and	3 Projects and more but less than 5	3	6	30							

CLAUSE NUMBER	TENDER DATA				
	hard surfaces as stipulated in this tender. Bidders should submit signed completion certificates on valid letter heads from previous employers together with contactable of project(s)..	6 projects and more but less than 10	4		
		11 projects and more	5		
		3 Years and more but less than 4 years	3	4	20
		4 years and more but less than 5 years	4		
		5 years and more	5		
	Relevant qualifications and experience: The Site Supervisor must have at least a National Certificate (NQF Level 4) recognized by SAQA and a minimum of 4 years' experience. (Attach CV with contactable references to verify experience and certified copies of the qualifications).	• Less than 4 years	0	4	20
		• 4 years relevant working experience	3		
		• 5 Years relevant working experience	4		
		• 6 years relevant working experience	5		
	Relevant qualifications and experience: Welder must have at least a National Certificate (NQF Level 4) recognized by SAQA and a minimum of 2 years' experience. (Attach CV with contactable references to verify	• 2 years relevant working experience	1	5	15
		• 3 Years relevant working experience	2		

CLAUSE NUMBER	TENDER DATA				
	experience and certified copies of the qualifications).	4 years relevant working experience	3		
	Local Economic Participation (Location of Business) Submit copies of municipal accounts for the business. If offices are leased, provide lease agreement.	Outside Gauteng	1	5	15
		Gauteng	2		
		City of Tshwane	3		
	HIGHEST POSSIBLE SCORE				100
	Bids that do not achieve a minimum score of 70 (out of 100) for functionality will not be evaluated further and will not pass to STAGE 4 of the Bid Evaluation Criteria.				
	1.4. STAGE 4: PREFERENCE POINT SYSTEM				
	The preferential points to be used will be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2017.				
	The system comprises of the following elements:				
	80 points for price 20 points for B-BBEE status (service provider to submit the certified copy of the B-BBEE level rating certificate).				
Joint Ventures are eligible to submit tenders provided that:					
- 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 <u>1CE or higher class of construction work</u>; and - 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 <u>2CE or higher class of construction work</u> or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.					

CLAUSE NUMBER	TENDER DATA
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	Add the following: Unless specified otherwise in this document, the following standards and conditions of contract will be applicable under this Contract: • 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. This document is obtainable free of charge on the website www.tshwane.gov.za. • The latest print version as current at 30 days before close of tenders of the document <i>“General Conditions of Contract for Construction Works 3rd Edition, 2015”</i> including corrections thereto as current at 30 days before close of tenders, as published by the <i>South African Institution of Civil Engineering</i>. The document may be purchased in hard copy from the <i>South African Institution of Civil Engineering</i> or may be purchased online as an electronic reference document in PDF format by following the relevant links on www.saice.org.za. The corrections may be downloaded from the SAICE website www.saice.org.za.
C.2.7 Clarification meeting	The arrangements for a compulsory clarification meeting are as stated in the tender notice and invitation to tender.
C.2.8 Seek clarification	<u>Replace</u> the clause with the following: <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> The document is downloadable on the National Treasury website (www.etenders.gov.za) and City of Tshwane website (www.tshwane.gov.za)
C.2.9 Insurance	<u>Add</u> the following to the clause <i>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.</i>
C.2.12 Alternative offers	Alternative tender offers will not be considered.

CLAUSE NUMBER	TENDER DATA
C.2.13 Submitting a tender offer	• The tender offer shall be completed in non-erasable black ink pen • Any entry made by the tenderer in the document which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in non-erasable black ink pen and the full signature of the tenderer shall be placed next to the correction.
C.2.13.2	<u>Replace</u> the contents of the clause with the following: <i>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, by writing in black ink pen.</i> “Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals” <i>All volumes are to be left intact in original format and no pages shall be removed or re-arranged</i>
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original tender Document. Each tenderer is required to submit the fully completed and signed tender submission document, attached to the original tender submission documents, adequately identifiable as belonging to the tenderer.
C.2.13.4	<u>Add</u> the following to the clause <i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i> <i>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</i> <i>In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company.</i> <i>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member’s behalf.</i>

CLAUSE NUMBER	TENDER DATA								
	In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> 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 <u>proof of such authorisation</u> shall be included in the Tender. In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a <u>resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorising a member of the joint venture to sign the documents on behalf of the joint venture. <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>								
C.2.13.5	The identification details are: <table border="0"> <tr> <td style="vertical-align: top;">Tender/Reference</td><td style="text-align: right;">ROC 05 2022/23</td></tr> <tr> <td style="vertical-align: top;">Tender Description:</td><td style="text-align: right;">TENDER FOR THE RESURFACING AND REFURBISHMENT OF ALL-WEATHER HARD SURACES AT VARIOUS SPORT FACILITIES IN THE CITY OF TSHWANE, AS AND WHEN REQUIRED, FOR A 3-YEAR PERIOD.</td></tr> <tr> <td style="vertical-align: top;">Closing Time:</td><td style="text-align: right;">10:00 AM</td></tr> <tr> <td style="vertical-align: top;">Closing Date:</td><td style="text-align: right;">06 September 2022</td></tr> </table> Each tender shall be enclosed in a sealed envelope, bearing the correct identification details, and shall be submitted (HAND DELIVERED) at: TSHWANE HOUSE (TENDER BOX) 320 MADIBA STREET PRETORIA 0002 Please ensure that all required compliance documents are included upon submission as no additional documents will be requested from bidders after closing.	Tender/Reference	ROC 05 2022/23	Tender Description:	TENDER FOR THE RESURFACING AND REFURBISHMENT OF ALL-WEATHER HARD SURACES AT VARIOUS SPORT FACILITIES IN THE CITY OF TSHWANE, AS AND WHEN REQUIRED, FOR A 3-YEAR PERIOD.	Closing Time:	10:00 AM	Closing Date:	06 September 2022
Tender/Reference	ROC 05 2022/23								
Tender Description:	TENDER FOR THE RESURFACING AND REFURBISHMENT OF ALL-WEATHER HARD SURACES AT VARIOUS SPORT FACILITIES IN THE CITY OF TSHWANE, AS AND WHEN REQUIRED, FOR A 3-YEAR PERIOD.								
Closing Time:	10:00 AM								
Closing Date:	06 September 2022								
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed offers will not be accepted								

CLAUSE NUMBER	TENDER DATA
C.2.13.1 0	Add the following sub- clause C.2.13.10: <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>
C.2.14 Information and data to be completed in all respects	Add the following to the clause: <i>The Tenderer is required to enter information in the following sections of the document:</i> <i>Section T2.2 : Returnable Schedules</i> <i>Section C1.1 : Form of Offer and Acceptance</i> <i>Section C1.2 : Contract Data (Part 2)</i> <i>Section C2.2 : Pricing Schedule</i> <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> <i>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</i> <i>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</i> <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> <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>

CLAUSE NUMBER	TENDER DATA
	<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>
C.2.15 Closing time	The closing time for submission of tender offers is stated in the tender notice and invitation to tender.
C.2.16 Tender offer validity	The tender offer validity period is 90 days. Add the following new clause <i>C.2.16.5 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>
C.2.16.6	Add the following new clause: <i>Accept that should the Tenderer unilaterally withdraw his tender during the tender validity period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed</i>
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.2.19 Inspections, tests and analysis	Add the following at the end of the clause: <i>....or upon written request.</i>
C.2.20 Submit securities, bonds, policies, etc.	The tenderer is required to submit with his tender proof of his Professional Indemnity Insurance.

CLAUSE NUMBER	TENDER DATA
C.2.23 Certificates	Refer to Part T2 of this procurement document for a list of the documents that are to be returned with the tender.
C.2.24 <i>Canvassing and obtaining of additional information by tenderers</i>	Add the following new clause <i>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employers' officials or the Employer's Project Coordinator and Deputy Directors (Regional Project Managers) in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</i> <i>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</i>
C.2.25 <i>Prohibitions on awards to persons in service of the state</i>	Add the following new clause <i>The Employer is prohibited to award a tender to a person -</i> <i>a) who is in the service of the state; or</i> <i>b) 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> <i>c) a person who is an advisor or consultant contracted with the municipality or municipal entity.</i> <i>In the service of the state means to be -</i> <i>a) a member of:-</i> <i>• any municipal council;</i> <i>• any provincial legislature; or</i> <i>• the National Assembly or the National Council of Provinces;</i> <i>b) a member of the board of directors of any municipal entity;</i> <i>c) an official of any municipality or municipal entity;</i> <i>d) an employee of any national or provincial department;</i> <i>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i> <i>f) a member of the accounting authority of any national or provincial public entity; or</i> <i>g) an employee of Parliament or a provincial legislature.</i> In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.

CLAUSE NUMBER	TENDER DATA
C.2.26 Awards to close family members of persons in the service of the state	Add the following new clause <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> <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> 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.
C.2.27 Vendor registration	Add the following new clause <i>The contractor will required registering as a supplier/ service provider on the City of Tshwane's vendor register before any payment can be done.</i> <i>If the tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.</i> <i>Vendor registration documents are available from the Procurement Advice Centre or can be downloaded from http://www.tshwane.gov.za/sites/Business/RegistrationofSuppliers/Pages/Registration-of-Suppliers.aspx</i> <i>All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.</i>
C.2.28 Tax	Add the following new clause An original tax clearance certificate or unique pin must be submitted with this tender document. In the case of a Joint Venture/Consortium the tax clearance certificate must be for the Joint Venture/Consortium and individual tax clearance certificates for the members of the Joint Venture/Consortium are not acceptable.

CLAUSE NUMBER	TENDER DATA
	<i>National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that:</i> <i>The designated official(s) must verify the tenderer's tax compliance status prior to the finalisation of the award of the tender or price quotation.</i> <i>Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non- compliant status and the tenderer must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or eFiling</i> <i>Accept that the tenderer will be rejected if such tenderer fails to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18</i>
C.2.29 B-BBEE Status Level of Contributor	A valid B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) must be submitted with this tender document. In the case of a Joint Venture/Consortium a valid B-BBEE Status Level of Contributor certificate must be submitted by each individual party to the Joint Venture/Consortium. Failure by the tenderer to comply with this clause will result in the tenderer scoring 0 points for preference.
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 box will be opened immediately after the closing time for tender. upon request made by present bidders during the closing of the tender , only tenderer's name may be announced a bid submission register will be made public on the City's website.
C.3.11.1 General	Method 1 will be used to evaluate all responsive tender offers in terms of Clause C.3.11.2 of the Standard Conditions of Tender

CLAUSE NUMBER	TENDER DATA		
C.3.11.2 Method 1: Financial offer and preference	Add the following new clause: <i>The procedure for the evaluation of responsive tender is Method 1.</i> <i>The financial offer will be scored using Formula 2 (Option 1) in Table C.1 where the value of W1 is:</i> <i>90 where the financial value of all responsive tender received have a value in excess of R50 million (all applicable taxes included).</i> <i>80 where the financial value of all responsive tender have a value that equals or less than R50 million (all applicable taxes included).</i> <i>Up to 100 minus W1 tender evaluated points will be awarded to tenderers who completed the preferencing schedule and who are found to be eligible for the preference claimed.</i>		
C.3.11.3 80/20 Preference Point System	Add the following new clause: <i>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</i> <i>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R50 000 000 (all applicable taxes included):</i> $(i) \quad P_s = 80 \times \left[1 - \left(\frac{P_t - P_{min}}{P_{min}} \right) \right]$ <i>Where</i> <i>P_s = Points scored for comparative price of tender or offer under consideration;</i> <i>P_t = Comparative price of tender or offer under consideration; and</i> <i>P_{min} = Comparative price of lowest acceptable tender or offer.</i> <i>(ii) An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R 30 000, if and when appropriate.</i> <i>(b) Subject to subparagraph (c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:</i> <table border="1" data-bbox="548 1913 1175 1997"> <tr> <th data-bbox="548 1913 875 1997">B-BBEE Status Level of Contributor</th><th data-bbox="875 1913 1175 1997">Number of Points</th></tr> </table>	B-BBEE Status Level of Contributor	Number of Points
B-BBEE Status Level of Contributor	Number of Points		

CLAUSE NUMBER	TENDER DATA																		
	<table><tr><td>1</td><td>20</td></tr><tr><td>2</td><td>18</td></tr><tr><td>3</td><td>14</td></tr><tr><td>4</td><td>12</td></tr><tr><td>5</td><td>8</td></tr><tr><td>6</td><td>6</td></tr><tr><td>7</td><td>4</td></tr><tr><td>8</td><td>2</td></tr><tr><td>Non-compliant Contributor</td><td>0</td></tr></table> (c) A maximum of 20 points may be allocated in accordance with subparagraph (b) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (b) must be added to the points scored for price a calculated in accordance with subparagraph (a). (e) The contract must be awarded to the tender who scores the highest total number of points.	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant Contributor	0
1	20																		
2	18																		
3	14																		
4	12																		
5	8																		
6	6																		
7	4																		
8	2																		
Non-compliant Contributor	0																		
C.3.11.5 Scoring financial offers	Add the following New Clause: Score the financial offers of remaining responsive tender offers using the following formula: $N_{FO} = W_1 \times A$ Where N_{FO} is the number of tender evaluation points awarded for the financial offer. W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data. A is a number calculated using the formula and option described in Table F.1 as stated in the tender data. Table C.1: Formulae for calculating the value of A <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1^a</th><th>Option 2^a</th></tr><tr><td></td><td></td><td></td><td></td></tr></table>	Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a														
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	<table><tr><td>1</td><td>Highest price or discount</td><td>$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P / P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P_m / P$</td></tr><tr><td colspan="4"> <i>a</i> P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration. </td></tr></table>				1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$	<i>a</i> P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			
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C.3.13 Acceptance of Tender Offer	Tender offers will only be accepted if: a.) the tenderer has complied in full with all eligibility criteria b.) the tenderer is able to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18; a.) the tenderer submits a letter of intent from an approved insurer undertaking to provide to provide the Performance Bond to the format included in Section C1.3 of this procurement document; b.) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. c.) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; d.) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e.) the tenderer has not: i) abused the Employer’s Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. f.) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; g.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; h.) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 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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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, Project Coordinator, Deputy Directors (Regional Project Managers) 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, Project Coordinator and Deputy Directors (Regional Project Managers), 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, Project Coordinator and Deputy Directors (Regional Project Managers) 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 Project Coordinator and Deputy Directors (Regional Project Managers)**

Each communication between the Employer and a tenderer shall be to or from the Employer's Project Coordinator and Deputy Directors (Regional Project Managers) 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 Project Coordinator and Deputy Directors (Regional Project Managers) 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 pen.

- C.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
- C.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
- C.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.
- C.2.13.8** Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.
- C.2.14 Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as non-responsive.
- C.2.15 Closing time**
- C.2.15.1** Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- 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 Supply Chain Management and Employer's Project Coordinator 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/ representative(s) 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/ representative(s) who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the Employer

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

C.3.13 Acceptance of tender offer

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

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

PART T2: RETURNABLE DOCUMENTS

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T2.1 LIST OF RETURNABLE DOCUMENTS

RD.A RETURNABLE DOCUMENTS FOR TENDER EVALUATION PURPOSES

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

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

RD.B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

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

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

RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
MBD 9: Certificate of independent tender determination	RD.C.1	
Record of services provided to organs of state	RD.C.2	
Status of concern submitting tender	RD.C.3	
Classification of business	RD.C.4	
MBD 5: Declaration for procurement above R10 million (all applicable taxes included)	RD.C.5	
Certificate of authority of signatory	RD.C.6	
Certificate of authority of signatory for joint ventures and consortia	RD.C.7	
Staff for labour intensive construction works	RD.C.9	
Proof of professional indemnity insurance	RD.C.10	

RD.D RETURNABLE DOCUMENTS REQUIRED FOR QUALITY EVALUATION PURPOSES

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

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Evaluation Schedule: Tender's experience	RD.D.1	
Evaluation Schedule :Schedule of plant, equipment, machinery and personnel	RD.D.2	

Key Personnel	RD.D.4	
Curriculum vitae of key personnel	RD.D.5	
Technical Returnable schedules A and B	RD.D.6	

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

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

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

T2.2 RETURNABLE SCHEDULES

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²)
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.
.....

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

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

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

- 3.9 Have you been in the service of the state for the past twelve months? **YES/NO**
 - 3.9.1 If yes, furnish particulars.
.....
- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars.

.....

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

3.12.1 If yes, furnish particulars.

.....

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

3.13.1 If yes, furnish particulars.

.....

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

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

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

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

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

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Item	Question	Response	
	If so, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	YES ☐	NO ☐
	If so, furnish particulars:		
4.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or to any other municipality/municipal entity, that is in arrears for more than three months?	YES ☐	NO ☐
	If so, furnish particulars:		

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

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FORM RD.A.3 TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

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

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

NB BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all tenders:

- The 80/20 system for requirements with a Rand value of up to R50 000 000.00 (**all applicable taxes included**); and
- The 90/10 system for requirements with a Rand value above R50 000 000.00 (**all applicable taxes included**).

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

1.2 Preference points for this tender shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution

1.3.1 The points for this tender are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price, B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- 2.1 **all applicable taxes** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- 2.2 **B-BBEE** means broad-based black economic empowerment as defined in Section 1 of the Broad-Based Black Economic Empowerment Act.
- 2.3 **B-BBEE Status Level of Contributor** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 2.4 **Broad-Based Black Economic Empowerment Act** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 2.5 **comparative price** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
- 2.6 **consortium or joint venture** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.7 **contract** means the agreement that results from the acceptance of a tender by an organ of state.
- 2.8 **EME** means any enterprise with an annual total revenue of R5 million or less.
- 2.9 **firm price** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
- 2.10 **functionality** means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder.
- 2.11 **non-firm prices** means all prices other than **firm** prices.
- 2.12 **person** includes a juristic person.
- 2.13 **rand value** means that total estimated value of a contract in South African currency, calculated at the time of tender invitations and includes all applicable taxes and excise duties.

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- 2.14 **sub-contract** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.15 **tender** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services works or goods, through price quotations, advertised competitive bidding processes or proposals.
- 2.16 **total revenue** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007.
- 2.17 **trust** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **trustee** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20

90/10

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

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

Where

P_S = Points scored for price of tender under consideration

P_T = Rand value of tender under consideration

P_{MIN} = Rand value of lowest acceptable tender

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Tenderers other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

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- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. TENDER DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

YES	NO
-----	----

8.1.1 If YES, indicate:

Name of subcontractor	% to be subcontracted	B-BBEE status level	Is the sub-contractor an EME (delete which is not applicable)
-----------------------	-----------------------	---------------------	--

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		of sub- contractor		
			YES	NO
			YES	NO
			YES	NO

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of FIRM:

9.2 VAT Registration number:

9.3 Company registration number:

9.4 Type of firm:

Partnership

One person business/sole trade

Close corporation

Company

(Pty) Limited

Small Medium Micro Enterprises

(Tick applicable box)

9.5 Describe principal business activities

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9.6 Company classification

Manufacturer

☐

Supplier

☐

Professional service provider

☐

Other service providers, e.g. transporter etc.

☐

(Tick applicable box)

9.7 Municipal information

Municipality where business is situated:

Registered account number:

Stand number:

9.8 Total number of years the firm has been in business

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

- i) The information furnished is true and correct.
- ii) The preference claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-

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- a) disqualify the person. from the tender process;
- b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
- c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
- d) restrict the tenderer or contractor, its shareholders and directors, or only the shareholders and directors WHO acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule have been applied; and
- e) forward the matter for criminal prosecution.

NAME:

(in BLOCK letters)

CAPACITY:

SIGNATURE:

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

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

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

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

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

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MBD 9

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

**ROC 05 2022/23: Tender for the resurfacing and refurbishment of all-weather hard surfaces
at various sport facilities in the City of Tshwane, as and when required, for a 3-year period.**

in response to the invitation for the tender made by

City of Tshwane Metropolitan Municipality

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

I certify, on behalf of _____ that:

(Name of tenderer)

1. I have read and understand the contents of this certificate;
2. I understand that the accompanying tender will be disqualified if this certificate is found not to be true and complete in every aspect;
3. I am authorized by the tenderer to sign this certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer who:
 - a. has been requested to submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - b. could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and

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- c. provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently form, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement of arrangement with any competitor regarding:
 - a. Prices;
 - b. Geographical area where product of services will be rendered (market allocation);
 - c. Methods, factors of formulas used to calculate prices;
 - d. The intention or decision to submit or not to submit, a tender;
 - e. The submission of a tender which does not meet the specifications and conditions of the tender; or
 - f. Tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements or arrangement with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or to the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted form conduction business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

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

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FORM RD.C.2 RECORD OF SERVICES PROVIDED TO ORGANS OF STATE

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

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

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

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

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

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7.				
8.				
9.				

(Attach additional pages if more space is required.)

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

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FORM RD.C.3 STATUS OF CONCERN SUBMITTING TENDER

1. General

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

Public Company

Private Company

Closed Corporation

Partnership

Sole Proprietary

Joint Venture / Consortium

Co-operative

(Mark the appropriate option)

2. Information to be provided

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

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If the Tendering Entity is a:		Documentation to be submitted with the tender
4	<u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21)	A signed statement of the Company's Secretary confirming that the Company is a public Company.
5	<u>Sole Proprietary</u> or a <u>Partnership</u>	Certified copy of the Identity Document of: a) such Sole Proprietary, or b) Each of the Partners in the Partnership Certified copy of the Partnership agreement.
6	<u>Co-operative</u>	CIPRO CR2 - Certified copies of Company registration document.
7	<u>Joint Venture / Consortium</u>	All the documents (as described above) as applicable to each partner in the joint venture / consortium as well as a certified copy of the joint venture / consortium agreement.

Note:

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

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

Yes

No

(Make an X in the appropriate space)

REGISTRATION NO: _____

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FORM RD.C.4 CLASSIFICATION OF BUSINESS

1. The Small Businesses are defined in the National Small Business Act, 1996 (Act 102 of 1996).

2. Information furnished with regard to the classification of Small businesses

(a.) Indicate whether the company/entity is defined as a small, medium or micro enterprise by the National Small Business Act.

YES	NO
-----	----

(Tick appropriate box)

(b.) If the response to 2.(a.) is **YES**, the following must be completed:

i. Sector/sub-sector in accordance with the Standard Industrial classification:

ii. Size or class:

iii. Total full-time equivalent of paid employees:

iv. Total annual turnover:

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

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

(c.) The tenderer should substantiate the information provided by submitting the following documentation:

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- i. A letter from the tenderer's auditor or an affidavit from the South African Police Services confirming the correctness of the abovementioned information,
- ii. Company profile indicating the tenderer's staff compliment, and
- iii. 3 year financial statement or since their establishment if established during the past 3 years.

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SCHEDULE OF SECTORS

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

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Small	50	R 32 mil	R 5 mil
Very Small	20	R 6 mil	R 600 000
Micro	5	R 200 000	R 100 000
CATERING, ACCOMMODATION AND OTHER TRADE			
Medium	200	R 13 mil	R 3 mil
Small	50	R 6 mil	R 1 mil
Very Small	20	R 5.1 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
TRANSPORT, STORAGE & COMMUNICATIONS			
Medium	200	R 26 mil	R 6 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 600 000
Micro	5	R 200 000	R 100 000
FINANCE & BUSINESS SERVICES			
Medium	200	R 26 mil	R 5 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 500 000
Micro	5	R 200 000	R 100 000
COMMUNITY, SOCIAL AND PERSONAL SERVICES			
Medium	200	R 13 mil	R 6 mil
Small	50	R 6 mil	R 3 mil
Very Small	20	R 1mil	R 600 000
Micro	5	R 200 000	R 100 000

FORM RD.C.5 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

Indicate whether these have been included in the tender:

YES	NO
------------	-----------

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

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YES	NO
-----	----

If so, state particulars

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

YES	NO
-----	----

If so, state particulars

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

YES	NO
-----	----

If so, state particulars

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

YES	NO
-----	----

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

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Signature:

Date:

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FORM RD.C.6 CERTIFICATE OF AUTHORITY OF SIGNATORY

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

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

Held at: _____ (place)

On: _____ (date)

RESOLVED that:

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

Tender Number:

ROC 05 2022/23

Tender Description:

ROC 05 2022/23 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year period.

2. *Mr/Ms:

in *his/her capacity as

and who will sign as follow:

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

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

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NAME	CAPACITY	SIGNATURE

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

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

*Joint venture/consortium name:

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

authorized signatory of the enterprise

acting in the capacity of lead partner

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

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

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Note:

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

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

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

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

NQF 5 Unit Standard Required: Manage Labour Intensive Construction Projects



**CITY OF
TSHWANE**
IGNITING EXCELLENCE

Labour-Unskilled					
	Labour - EPWP (Local Labour)				

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

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

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

EMPLOYER, CONTACT PERSON AND TELEPHONE NUMBER	DESCRIPTION OF CONTRACT	DATE STARTED	DATE COMPLETED	TOTAL CONTRACT AMOUNT
1 _____ (company or Client) _____ (contact person) _____ (telephone)				
2 _____ (company or Client) _____ (contact person) _____ (telephone)				
3 _____ (company or Client) _____ (contact person) _____ (telephone)				
4 _____ (company or Client) _____				

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(contact person) _____ (telephone)				
5 _____ (company or Client) _____ (contact person) _____ (telephone)				
6 _____ (company or Client) _____ (contact person) _____ (telephone)				
7 _____ (company or Client) _____ (contact person) _____ (telephone)				

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

SCHEDULE OF PLANT, EQUIPMENT, MACHINERY AND PERSONELL

The following are lists of major items of relevant resources that may be required from time to time during the execution of this contract. The tenderer must fill in the details in Schedule B. The tender further declares that all equipment/resources as furnished will be made available for this contract. The tenderer must demonstrate a tentative

agreement/ quotation/similar which may be subject to this contract being awarded for items that will be hired. The CoT shall reserve a right to inspect the premises of the contractor to verify the furnished information.

Schedule A: CoT's specific minimum requirements

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

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

Failure to meet the minimum requirements shall disqualify the tender.

Item	Description	Document proof to be submitted with the tender	Schedule A (CoT minimum requirements)	Schedule B (Tenderer's offer and guarantees)			
				Owned by Contractor or	To be leased by the Contractor	Financial Undertaking	Total
1	Level measure (laser) with valid calibration certificate (annually to 0.5mm/10m)	A valid calibration certificate for the level measure laser issued by a SANAS (South African National Accreditation Association) accredited laboratory.		Yes / No			
				Yes / No			
				Yes / No			
				Yes / No			

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Item	Description	Document proof to be submitted with the tender	Schedule A (CoT minimum requirements)	Schedule B (Tenderer's offer and guarantees)			
				Owned by Contract or	To be leased by the Contractor	Financial Undertaking	Total
				Yes / No			

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

FORM RD.D.4 KEY PERSONNEL

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

Note: Form RD.D.5 must be complete for each person listed in compliance to mandatory requirements stated in Part C3 Scope of Work.

	PROPOSED POSITION	NAME	YEARS OF EXPERIENCE
1	Site Supervisor(s)		
2	Welder(s)		
3			

FORM RD.D.5 CURRICULUM VITAE OF KEY PERSONNEL

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

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience record pertinent to required service:	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

(Signature of person named in schedule)

Date:

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

FORM RD.D.5 CURRICULUM VITAE OF KEY PERSONNEL

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

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience record pertinent to required service:	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

(Signature of person named in schedule)

Date:

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

FORM RD.D.5 CURRICULUM VITAE OF KEY PERSONNEL

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

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience record pertinent to required service:	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

(Signature of person named in schedule)

Date:

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

FORM RD.D.5 CURRICULUM VITAE OF KEY PERSONNEL

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

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience record pertinent to required service:	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

(Signature of person named in schedule)

Date:

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

FORM RD.D.5 CURRICULUM VITAE OF KEY PERSONNEL

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

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience record pertinent to required service:	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

(Signature of person named in schedule)

Date:

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

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

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

	DATE	REFERENCE	TITLE
1			
2			
3			
4			
5			
6			
7			
8			

9			
10			

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

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:

ROC 05 2022/23 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year period.

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

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX.

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

.....

.....(in words)

Contract: ROC 05 2022/23: Tender for the resurfacing and refurbishment of all-weather hard surfaces

at various sport facilities in the City of Tshwane, as and when required, for a 3-year period

Part C1: Agreement and Contract Data



FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

)

SIGNATURE:

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.

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:

SIGNATURE:

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:

SIGNATURE:

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:

SIGNATURE:

Contract: ROC 05 2022/23: Tender for the resurfacing and refurbishment of all-weather hard surfaces

at various sport facilities in the City of Tshwane, as and when required, for a 3-year period

Part C1: Agreement and Contract Data



SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

C1.2 CONTRACT DATA

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C.1.2.1 GENERAL CONDITIONS OF CONTRACT

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

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

C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT

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

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
1.2.1	Add the following to the clause: <i>1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</i>
1.2.3	Add the following to the clause: <i>1.2.3.1 The Employer has authorised the Group Head: Regional Operations and Coordination to act on his behalf in respect of this Contract, save for such duties or functions:</i> <i>1.2.3.1.1 which other holders of office ex officio execute on behalf of the Employer; or</i> <i>1.2.3.1.2 for which the Group Head: Regional Operations and Coordination has no authority and the Employer's approval is required before execution thereof.</i>
4.3	Add the following new sub-clause:

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	4.3.3 <i>Wages and conditions of work:</i> 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> 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>
	Add the following new sub-clause: 4.3.4 <i>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37(2) of the Act. The Contractor shall sign the Occupational Health and Safety Agreement for Contract Work in the City of Tshwane Metropolitan Municipality included in section C1.3.</i>
	Add the following new sub-clause: 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>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
6.1	Add the following new sub-clause: <i>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.</i> Add the following new sub-clause <i>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.</i>
8.6	Replace clause 8.6 with the following: 8.6 Insurances <i>8.6.1 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> <i>8.6.2 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> <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</i>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<i>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. Off site 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> <i>n. Property taken over;</i> <i>o. Beneficial occupation;</i> <i>p. Escalation due to currency fluctuation;</i> <i>q. Manufacturers guarantees</i>
8.6.3	<i>The Employer's insurer will indemnify the Contractor/Sub-contractor against all sums for which the Contractor/Sub-contractor shall become legally liable towards third party claimants to pay for and in consequence of:</i> <i>a. Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Subcontractor);</i> <i>b. Accidental physical loss or damage to tangible property occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule. The minimum limit of indemnity for any one event is R10-million in respect of contracts with a contract value of up to R50-million (excluding VAT).</i>
8.7	<i>Insurance premium payable</i> <i>The Employer will pay the insurance premium for the works damage and public liability insurance cover. The insurance premium will be calculated based on the approved budget per financial year and the insurance premium will be charged out to the relevant departments by the Section: Insurance and Risk Management.</i>
8.8	<i>Additional insurance by the Employer</i>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<i>The Employer shall be free to effect at his own cost any additional insurance, which he deems necessary in own interest to cover loss or damage not insured in terms of the insurance policies of Sub-Clause 8.6.1.1 of this Clause.</i>
8.9	<i>Additional insurance by the Contractor / Subcontractor</i> <i>The Contractor and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the Contractor/Subcontractor deem necessary to cover damage, loss or injury not insured in terms of the insurance effected by the Employer's insurer. The cost of the additional insurance will be for the account of the Contractor/Subcontractor.</i>
8.10	<i>Contractor satisfied with insurance</i> <i>The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover effected by the Employer.</i>
8.11	<i>Contractor to observe conditions</i> <i>The Contractor shall give all notices and observe all conditions and requirements imposed by the relevant insurance policies, which shall be binding on the Contractor.</i>
8.12	<i>Contractor to insure</i> <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> <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>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<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> <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>
8.13	<i>The Employer's Agent involved must furnish the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management.</i>
8.14	<i>Reporting of incidents</i> <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> <i>a. In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer's Agent of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.</i> <i>b. The Employer's Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Employer's Agent more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Director motivating the reason(s) for the late</i>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<i>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> c. <i>The following documentation must be included with the claim documentation:</i> - <i>Photos of damages caused or suffered as proof or substantiation of the claims.</i> 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> e. <i>The Section: Insurance and Risk Management will inform the Employer's insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer, the Employer's Agent, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</i> 8.15 <i>Reporting of catastrophic incidents</i> <i>In the event of an occurrence, which is likely to give rise to a claim, under the insurance policy effected by the Employer, with an estimated loss or damage of more than R250 000,00, the Contractor and the Employer's Agent will adhere to the following procedures:</i> a. <i>In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer's Agent Manager of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.</i> b. <i>The Employer's Agent must notify the Section: Insurance and Risk Management on the same day that the Contractor/Sub-contractor has notified the Project Manager of the incident.</i> c. <i>The Section: Insurance and Risk Management will notify the Employer's insurer of the incident. The Contractor/Sub-contractor shall afford all reasonable access to the Site to the Employer, the Employer's Agent, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</i> d. <i>The Employer's Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30 (thirty) days after the incident occurred to the Section:</i>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<i>Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.</i>
8.16	<i>Reporting of crime related incidents</i> <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>
8.17	<i>Claim documentation</i> <i>The Employer's Agent must obtain all relevant information from the Contractor/Sub-contractor and complete the Contractor Claim Form, included in this report as Annexure B that is available on the Intranet. The project number must be stated on the Contractor Claim Form.</i> <i>The Employer's Agent must submit with the Contractor Claim Form a detailed cost sheet indicating the estimate of the loss or damage.</i> <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>
8.18	<i>Authorization of claim forms</i> <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</i>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<i>relevant claim form, the claim will be repudiated as this may lead to inappropriate independent verification of the validity of claims, thereby increasing the risk of insurance fraud and consequent reputation damage to the Employer.</i>
8.19	<i>Contractor to pay deductibles</i> <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>
8.20	<i>Settlement of claims</i> <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> <i>The Contractor shall negotiate for the settlement of claims with the Employer or the Employer's insurer through the Section: Insurance and Risk Management. The Employer's Chief Financial Officer will authorize all settlements of claims.</i> <i>Should action for the settlement of any such claim to the satisfaction of the Employer's Agent not be taken by the Contractor/sub-contractor within 30 (thirty) days after receipt of such claim by the Contractor/sub-contractor, the Employer or the Employer's insurer may settle any such claim, after giving the Contractor notice of its intention to do so; provided that no such claim shall be settled by the Employer or the Employer's insurer without first consulting the Contractor/sub-contractor.</i> <i>The foregoing provisions of this Sub-Clause shall apply mutatis mutandis to any such claim received by the Contractor directly.</i>

C1.2.3 DATA PROVIDED BY THE EMPLOYER

The Data which will apply to all work under the GCC Contract is

CLAUSE/OPTION	DATA
10.1	- The <i>Employer</i> is City of Tshwane Metropolitan Municipality. - The <i>Employer</i> has authorised the Group Head to act on his behalf in respect of this Contract, save for such duties or functions: – which other holders of office ex officio execute on behalf of the <i>Employer</i>; or – for which the Group head has no authority and the <i>Employer's</i> approval is required before execution thereof. - The Group Head is: CALI PHANYANE GROUP HEAD: REGIONAL OPERATIONS AND COORDINATION
20.1	The <i>scope</i> is in Part C3: Scope of Work
30.1	The <i>end date</i> will be 3 years after date of acceptance.

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

CLAUSE/OPTION		DATA	
1.1.1.13	The Defects Liability period is:	12 (twelve) months from the date of the Certificate of Completion.	
1.1.1.14	The time for achieving Practical Completion is:	The time allocated by the Employer's Project Coordinator and/ or the respective Deputy Director (Regional Project Manager)	
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:	Address:	Tshwane House 320 Madiba Street Pretoria 0002
1.1.1.16	The names of the Employer's Project Coordinator and Deputy Directors (Regional Project Managers)/ Employers Agent(s) are:	ROC Department Project Coordinator: Wouter Koekemoer (WouterK@TSHWANE.GOV.ZA) Employer's Deputy Directors (Regional Project Managers): Region 1: Walter P. Tabane (WalterT@TSHWANE.GOV.ZA) Region 2: Trudie Conway (TrudieC@TSHWANE.GOV.ZA) Region 3: Konrad Dillman (KonradD@TSHWANE.GOV.ZA) Region 4: Pierre van der Merwe (PierrevdM@TSHWANE.GOV.ZA) Region 5: Moekie Grobbelaar (moekieg@tshwane.gov.za) Region 6: Fanyana Mokoena (FanyanaM@TSHWANE.GOV.ZA) Region 7: Matshepo Makena (MatshepoM@TSHWANE.GOV.ZA) * Deputy Director means the person appointed as the Deputy Director responsible for the relevant function in the respective Region or the person appointed to act on his/her behalf is a delegate of the Regional Head with the responsibility to ensure that the terms and conditions stipulated in the tender are honoured by the Tenderer.	

at various sport facilities in the City of Tshwane, as and when required, for a 3-year period

Part C1: Agreement and Contract Data

1.2.1.2	The address of the Employer's (City of Tshwane's) Project Coordinator is:	Regional Operations and Coordination Department PO Box 440 Pretoria 0001																								
3.1.3		• The Employer's Project Coordinator and/ or the respective Deputy Director (Regional Project Manager) is required to obtain approval of the Employer: ▪ for expenditure on the Contract to exceed the Contract Price; ▪ prior to the execution of any of the following duties of functions: <table><tr><th>CLAUSE</th><th>DUTY/FUNCTION</th></tr><tr><td>3.2.4</td><td>Authorization to Employer's Project Coordinator and/ or the respective Deputy Director (Regional Project Manager) Representative or any other person</td></tr><tr><td>3.3.1</td><td>Nomination of person as Employer's Project Coordinator and/ or the respective Deputy Director (Regional Project Manager) Representative</td></tr><tr><td>4.10.1</td><td>Approval to use the Site for any other purpose such as housing</td></tr><tr><td>5.3.1</td><td>Delivery of the written notice to commence the execution of the works</td></tr><tr><td>5.6.3</td><td>Approval of programme of construction</td></tr><tr><td>5.7.2</td><td>Permission to carry out work by day and by night</td></tr><tr><td>5.8.1.1</td><td>Approval to work on special non-working days and between sunset and sunrise</td></tr><tr><td>5.9.7</td><td>Approval of Contractor's designs</td></tr><tr><td>5.11</td><td>Suspension of progress of the Works</td></tr><tr><td>5.13.2</td><td>Reduction of penalty for delay</td></tr><tr><td>5.14.2</td><td>The issue of a Certificate of Practical Completion</td></tr></table>	CLAUSE	DUTY/FUNCTION	3.2.4	Authorization to Employer's Project Coordinator and/ or the respective Deputy Director (Regional Project Manager) Representative or any other person	3.3.1	Nomination of person as Employer's Project Coordinator and/ or the respective Deputy Director (Regional Project Manager) Representative	4.10.1	Approval to use the Site for any other purpose such as housing	5.3.1	Delivery of the written notice to commence the execution of the works	5.6.3	Approval of programme of construction	5.7.2	Permission to carry out work by day and by night	5.8.1.1	Approval to work on special non-working days and between sunset and sunrise	5.9.7	Approval of Contractor's designs	5.11	Suspension of progress of the Works	5.13.2	Reduction of penalty for delay	5.14.2	The issue of a Certificate of Practical Completion
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at various sport facilities in the City of Tshwane, as and when required, for a 3-year period

Part C1: Agreement and Contract Data

		5.14.4	The issue of a Certificate of Completion
		5.16.1	The issue of a Final Approval Certificate
		6.3.1	Variation Orders in respect of variations which are not small
		6.6	Instruction to expend on Provisional and Prime Cost Sums
		6.11	Adjustment of Preliminary and General allowances
		7.8.1	Order to execute work of repair, etc, during the Defects Liability Period
		7.8.2	Determination of value of repair work
		8.2.2.2	Order to repair and make good damage arising from any excepted risk
5.3.1	The documentation required before commencement with Works execution are:	• Health and Safety Plan (Refer to Clause 4.3) • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Proof that all contributions required in terms of the provisions of the Workman's Compensation Act (Act no 30 of 1941) as amended in 1993, 2002 have been paid (Refer to Cause 4.3.2) • A certified copy of Unemployment Insurance Certificate, Act of 1996 (Refer to Clause 4.3.2)	
5.3.2	The time to submit the documentation required from the Commencement Date is:	28 days	
5.8.1	The non-working days are:	Sundays	
	The special non-working days are:	• Annual builders holiday • Statutory public holidays	
5.13.1	The penalty for failing to complete the works is:	R 1 000 per day (Non-Performance penalty applicable per calendar day).	
5.16.3	The latent defect period is:	2 (two) Years	
6.2.2	Retention money guarantee	Not permitted	

at various sport facilities in the City of Tshwane, as and when required, for a 3-year period

Part C1: Agreement and Contract Data

6.8.2	Adjustment in rates and/or prices	- The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: <table border="1"> <thead> <tr> <th>Coefficient</th><th>Description</th><th>Value</th></tr> </thead> <tbody> <tr> <td><i>x</i></td><td>Portion not subject to adjustment</td><td>0.10</td></tr> <tr> <td><i>a</i></td><td>Labour</td><td>0.20</td></tr> <tr> <td><i>b</i></td><td>Contractors' Equipment</td><td>0.35</td></tr> <tr> <td><i>c</i></td><td>Material</td><td>0.35</td></tr> <tr> <td><i>d</i></td><td>Fuel</td><td>0.10</td></tr> </tbody> </table> (Coefficients a, b, c and d must sum to one) - The urban area nearest the Site is Tshwane. - The base month for year one is <u>the month prior to the closing of the procurement process required for a financial offer.</u>	Coefficient	Description	Value	<i>x</i>	Portion not subject to adjustment	0.10	<i>a</i>	Labour	0.20	<i>b</i>	Contractors' Equipment	0.35	<i>c</i>	Material	0.35	<i>d</i>	Fuel	0.10
Coefficient	Description	Value																		
<i>x</i>	Portion not subject to adjustment	0.10																		
<i>a</i>	Labour	0.20																		
<i>b</i>	Contractors' Equipment	0.35																		
<i>c</i>	Material	0.35																		
<i>d</i>	Fuel	0.10																		
6.8.3	Price adjustment for variations in the cost of special materials	Not allowed																		
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is:	0% (Zero percent)																		
8.6	Insurance of the Works and Public Liability 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. A copy of the policy and the list of excesses may be obtained from Contractors All Risk and Liability Insurance Ms. Morongwa Mokoena (Tel: 012 358 1126) (morongwam@tshwane.gov.za) Mrs Ronett Marlow-Reid (Tel: 012 358 1131) (ronettm@tshwane.gov.za) Mr Lawrence Matjila (Tel: 012 358 1374) (lawrencem@tshwane.gov.za)																		

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

C1.2.4 DATA PROVIDED BY THE CONTRACTOR

CLAUSE/OPTION		DATA	
1.1.1.9	The name of the Contractor is:		
1.2.1.2	The address of the Contract is:	• Physical Address:	
		• Postal Address:	
		• Facsimile:	
		• E-Mail Address:	

C1.3 HEALTH AND SAFETY AGREEMENT

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

CITY OF TSHWANE

(Hereinafter referred to as the "EMPLOYER")

AND

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

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

**TENDER FOR THE RESURFACING AND REFURBISHMENT OF ALL WEATHER HARD SURACES AT
VARIOUS SPORT FACILITIES IN THE CITY OF TSHWANE, AS AND WHEN REQUIRED, FOR A 3 YEAR
PERIOD.**

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

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

NOW THEREFORE the parties agree as follows:

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

C1.4 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 arisen⁴ between the Parties under a Contract dated _____ and known as _____

and these disputes or differences shall be/have been⁵ 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.

⁴ Delete as necessary

⁵ Delete as necessary

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:

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 ⁶ 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.

⁶ Delete as necessary

PART C2: PRICING DATA

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C2.1 PRICING INSTRUCTIONS

1. General

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

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

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

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

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

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

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

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

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

1.5 Work reserved for Labour Intensive construction methods will be numbered with a prefix "LI" in the Price Schedule to distinguish them from the conventional construction works. Such work shall be constructed using local labour who is temporarily employed in terms of the project specification.

2. Pay Items

2.1 Descriptions in the Price Schedule are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the

relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Price Schedule, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.

- 2.2 The item numbers appearing in the Price Schedule refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the latter case, the item number is prefixed with the letter "B". The same applies to new clauses added to the standard specifications.
- 2.3 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 2.4 The quantities set out in the Price Schedule are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- 2.5 The units of measurement described in the Price Schedule are metric units. Abbreviations used in the Price Schedule are as follows:

mm	=	millimetre	H	=	per hour
m	=	metre	Kg	=	kilogram
km	=	kilometre	T	=	ton (metric = 1000kg)
m ²	=	square metre	No	=	number
m ² .pass	=	square metre pass	sum	=	sum
ha	=	hectare	MN	=	mega newton
m ³	=	cubic meter	MN.m	=	mega newton metre
m ³ .km	=	cubic meter kilometre	PC sum	=	prime cost sum
ℓ	=	litre	prov sum	=	provisional sum
kℓ	=	kilolitre	%	=	percent
MPa	=	mega pascal	kW	=	kilowatt

V	=	volt	KVA	=	kilo volt ampere
A	=	ampere	R/only	=	rate only
month	=	per month	Pe	=	per establishment
day	=	per day	Pm	=	per person per month
pd	=	per person per day	P	=	per person
ph	=	per person per hour			

- 2.6 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.

3. Rates

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

- 3.2 **A price or rate is to be entered against each item in the Price Schedule, whether the quantities are stated or not.**

An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.

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

- 3.3 The Tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.

- 3.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.
- 3.5 The tenderer shall not group together a number of items and tender one rate for such group of items.
- 3.6 All rates and sums of money quoted in the Price Schedule shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 3.7 All prices and rates entered in the Price Schedule must be excluding VAT. VAT will be added last on the summary page of the Price Schedule.
- 3.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 3.9 The employer reserves a right to conduct service provider’s capability to deliver on the contract and as such any service provider found to pose a risk of non-delivery on any material fact will and/or shall be disqualified.

4. Corrections of entries made by tenderer

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

5. Quantities for evaluation only

The quantities set out in the **Pricing Schedule**, are only approximate quantities and will only be used for tender evaluation purposes. These quantities do not reflect any work to be done. The amount of work to be done is “as and when required” i.e. unknown. The quantities given are therefore neither warranted nor guaranteed.

C2.2 PRICING SCHEDULE

- The City reserves the right to appoint more than one tenderer.
- The tenderer must tender for all individual items on the pricing schedule.
- The tender will be awarded as whole;
- The City reserves the right to enter into price negotiations.
- The table below indicates the total number of sport facilities with all-weather hard surfaces in each Region and are grouped into two groups, Group A and Group B. The tender will be awarded to two successful bidders who will be allocated to two groups (A and B) as per the table below. In the event that only one successful bid is received the tender will be awarded to the successful bid that was received.

REGION	GROUP	NUMBER OF SPORT FACILITIES WITH ALL-WEATHER HARD SURFACES
1	A	37
2	A	29
3	B	202
4	A	64
5	A	6
6	A	79
7	B	21
		438 (TOTAL) – GROUP A:215 AND GROUP B:223

Pricing is for evaluation purposes only and does not reflect the value of the tender.

Item	Item description	UNIT	QTY	Price per unit (Excl of VAT)
ITEM 1				
Please see Paragraph 3.2, Section B - COURT RESURFACING				
1.1	Court Survey (Court evenness as per Table 3)	Each	1	R
1.2	Prepare surface and surrounding area	m ²	1	R
1.3	Pre-Coating Repairs	m ²	1	R
1.4	Fibre netting glued on total surface. (Category A)	m ²	1	R
1.5	Apply 3 Acrylic base coats	m ²	1	R
1.6	Apply 2 Acrylic colour coats	m ²	1	R
1.7	Mark and paint court lines according to International standards per running meter	m	1	R

Total (Excl of VAT)	R
VAT	R
Total (Incl. of VAT)	R

Pricing is for evaluation purposes only and does not reflect the value of the tender.

ITEM 2				
Please see Paragraph 3.3, Section C: - GENERAL REPAIRS AND MAINTENANCE				
Item	Item description	UNIT	QTY	Price per unit (Excl of VAT)
2.1	Replace Perimeter concrete slab 3m x 750mm x 200mm (slope to 150mm)	m ²	1	R
2.2	Repair Perimeter concrete slab	m ²	1	R
2.3	Supply and Install Tennis: Hook and winder for tennis net post (Galvanized)	Each	1	R
2.4	Supply and Install Tennis: Centre band hook (Galvanized)	Each	1	R
2.5	Welding work	Hr	1	R
2.6	Painting work	m ²	1	R
2.7	Trenching 1m x 500mm per running meter	m ³	1	R
2.8	Supply and Install Exposed Aggregate Interlocking Paver 70mm - Grey including subbase to be very well compacted.	m ²	1	R
Total (Excl of VAT)				R
VAT				R
Total (Incl. of VAT)				R

Pricing is for evaluation purposes only and does not reflect the value of the tender.

ITEM 3				
Please see Paragraph 3.3, Section C: GENERAL REPAIRS AND MAINTENANCE				
Note	All post cost to include removal and re-planting of post and treatment with rust prevention paint base			
Item	Item description	UNIT	QTY	Price per unit (Excl of VAT)
3.1	Supply and Install Tennis net posts	Each	1	R
3.2	Supply and Install Netball post	Each	1	R
3.3	Supply and Install Korfbal post	Each	1	R
3.4	Supply and Install Basketball pole, ring and backboard	Each	1	R
3.5	Supply and Install Volleyball pole including heavy duty net	Each	1	R
3.6	Supply and Install Corner fence post x 1 - Height = 3.6m - 101mm diameter with 3mm wall + 2 x 45degrees support pipes 3m x 40mm (Galvanised & Painted green)	Each	1	R
3.7	Supply and Install Line fence post x 1 - Height = 3.6m - 50 mm diameter & 2mm wall thickness (Galvanised & Painted green)	Each	1	R
3.8	Supply and Install Top/bottom fence rail x 1 Length 3m - 38mm diameter with 2mm wall thickness (Galvanised & Painted green)	Each	1	R
3.9	Remove Diamond mesh fence 3.6m x 50mm x 2mm (30m) with 4 horizontal straining wires	m ²	1	R
3.10	Re-install Diamond mesh fence 3.6m x 50mm x 2mm (30m) with 4 horizontal straining wires	m ²	1	R
3.11	Supply and Install with new Diamond mesh fence 3.6m x 50mm x 2mm (30m) with 4 horizontal straining wires	m ²	1	R
3.12	Supply and Install Pedestrian gate 1m x 2m with frame Galvanized & painted green)	Each	1	R
3.13	Practice Court Wall - Re-plaster and paint	m ²	1	R
3.14	Practice Court surface 3 base and 2 colour acrylic coats	m ²	1	R
Total (Excl of VAT)				R

VAT	R
Total (Incl. of VAT)	R

Pricing is for evaluation purposes only and does not reflect the value of the tender.

ITEM 4: MISCELLANEOUS COSTS				
Item	Item description	UNIT	QTY	Percentage
4.1	Mark-up on material plus proven costs (actual) on all repair work including procurement of items not covered in supply and installing.	Per Purchase order	%	
Percentage mark-up on item 4 (10% max). The contractor must submit a minimum of three quotations to the Deputy Director for approval before commencement of work. The quotations submitted for Miscellaneous Costs must meet the Employer's approval. Where the contractor is unable to secure a minimum of three quotations required, they must submit a sworn affidavit from the local police station to which the Group head (Regional Operations Coordination) shall make the final approval.				

ITEM 5 COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT AND APPLICABLE REGULATIONS				
Item	Item description	UNIT	QTY	Price per unit (Excl of VAT)
5.1	Provision of a Health and Safety Plan	pe	1	R
5.2	Provision of a Health and Safety File	pe	1	R
5.3	Provision of a safety officer	ph	1	R
5.3	Provision of personal protective clothing and equipment	p	1	R
Total (Excl of VAT)				R
VAT				R
Total (Incl. of VAT)				R

Pricing is for evaluation purposes only and does not reflect the value of the tender.

PRICE SCHEDULE SUMMARY				
Item	Item description			Price per unit (Excl of VAT)
1	ITEM 1 Please see Paragraph 3.2, Section B - COURT RESURFACING			R
2	ITEM 2 Please see Paragraph 3.3, Section C: - GENERAL REPAIRS AND MAINTENANCE			R
3	ITEM 3 Please see Paragraph 3.3, Section C: GENERAL REPAIRS AND MAINTENANCE			R
4	ITEM 4 Mark-up on material plus proven costs (actual) on all repair work including procurement of items not covered in supply and installing.	Per Purchase order	_____ %	
5	ITEM 5 Compliance with the Occupational Health and Safety Act and applicable regulations			R
Total (Excl of VAT)				R
VAT				R
Total (Incl. of VAT)				R

PART C3: SCOPE OF WORK

REGIONAL OPERATIONS AND COORDINATION

BID NAME

TENDER FOR THE RESURFACING AND REFURBISHMENT OF ALL WEATHER HARD SURFACES AT VARIOUS SPORT FACILITIES IN THE CITY OF TSHWANE, AS AND WHEN REQUIRED, FOR A 3 YEAR PERIOD

BID NUMBER

(ROC 05 2022/23)

1. INTRODUCTION AND PURPOSE

Municipal sport facilities, especially all types of all-weather hard surfaces play a critical role in the well-being of the community and thus have been mandated by Schedule 5, Part B of the Constitution of the Republic of South Africa, 1996. These municipal facilities ensure that a sport and recreational service is delivered to the communities in Tshwane. In some regions, the municipal facilities are the only recreational service available to the community.

This tender makes provision for the specialized services of resurfacing various all-weather hard surfaces including, but not limited to Tennis, Netball, Volleyball, Basketball, Multipurpose and other types of hard surfaces and related scope of works in the City of Tshwane (COT) over a three-year period as and when required.

2. BACKGROUND

The City of Tshwane owns many sports and recreational facilities (formal and informal) located across all Regions. The two main stakeholder departments are Regional Operations and Coordination and Community and Social Development. These facilities provide among others, access to all-weather courts and hard surfaces for the participation in professional and recreational sport and recreation activities.

The aim and objectives of the project is to ensure that safe and functional use of these facilities by members of the community and sporting bodies is made possible through means of scheduled and unscheduled maintenance. The appointed service provider needs to be able to deliver a consistent high-quality long-lasting product (all-weather courts and hard surfaces) to the City of Tshwane and the community. As such the resurfacing of various all-weather hard surfaces is a specialised service varying from international quality requirements to recreational requirements.

3. PROJECT SCOPE

The project scope includes all work related to the resurfacing, reconstructing, repairing, resealing, refurbishment and painting of lines and surfaces required at the various courts and hard surfaces. The scope includes but is not limited to repairs and maintenance of paving, fences, all types of poles, rings, and posts, (Ex: basketball poles, netball poles), nets, net winders and related items and furniture (Ex: Empire Chairs, Spectator and player seating and stands and dustbins).

3.1 SECTION A: GENERAL ARRANGEMENTS

3.1.1 Handing-over Procedure and Completion

POSITION	REPRESENTATIVE
Project Coordinator	Director ROC
Project Manager	Deputy Director or Functional head
Facility Manager	Sport and Recreation officer
Club Representative	Delegated by the Club Committee

The venue will be handed over to the service provider at the “on-site inspection meeting”. From there onwards it is the responsibility of the service provider to do on-going quality checks including the snagging list to ensure that the completed scope of works comply with the tender conditions in every respect. On completion of the scope of works or the agreed section of the scope of works, the service provider needs to notify the Project Manager who will in turn snag the work and issue a snag list. This list may need to be produced from several snagging inspections as may be necessary or convenient.

Thereafter, and upon notification by the service provider of completion of the snagged items, the Project Manager shall re-inspect these items to de-snag them. Only upon the de-snagging of all items on the list, or those snag items in an agreed section of the scope of works, shall the scope of works or such section of the scope of works as agreed upon, be deemed to be complete for handing over purposes. Until final handover is achieved, the scope of works, shall remain under the service provider’s responsibility and insured by him.

3.1.2 Storage of Materials

The Service provider will be permitted to store materials on site, but only in the area demarcated and agreed by the Project Manager on handing over the site to the Service provider. The Service provider will always be required to keep the site in a safe, neat and orderly fashion.

3.1.3 Delivery of Materials

The Service provider is responsible for taking all possible precautions to avoid damage to Municipal property and to prevent obstructions on any normal access route within the property.

3.1.4 Safety and Security of the Scope of works

The Service provider is responsible for the safe storage of his own materials stored on site, and for the safety and security of his workforce and for the work in general for the duration of the contract.

3.2 SECTION B: RESURFACING

3.2.1 Court resurfacing

The project specification will indicate the category of resurfacing to be done as determined by the Project Manager. The categories of resurfacing are indicated in the table below:

Description of work/steps	CATEGORY	
	A (include all the steps)	B (exclude fibre netting)
Court survey	Yes	Yes
Fibre netting glued on total surface area	Yes	No
Base layers - Apply 3 layers Acrylic base product	Yes	Yes
Colour Layers - Apply 2 green, red or blue colour layers (inside court lines) and 2 green, red or blue colour layers (Outside court lines) consisting of glue, sand, water, and colour oxide	Yes	Yes

STEPS FOR COURT RESURFACING

The service provider should be familiar with all the sport specific terms related to court resurfacing and maintenance work needed. The service provider also needs to be competent in using the list of equipment required to perform the work.

1. Court survey

The City of Tshwane courts should comply as close as possible with International Tennis Federation (ITF) standards for court evenness, slope, and planarity. (ITF CS03/03). These ITF standards can be found on pages 32 to 38 Front Cover PDF booklet as published at itftennis.com or <https://www.itftennis.com/media/4420/2021-technical-booklet.pdf> of the ITF technical booklet published in 2021. To ensure compliance and that coating are done to meet these standards a survey of the court evenness and slope need to be done before and after coating. Table 3 must therefore be completed both before and after coating. The aim is to achieve a court with a slope of not more than 1:100 in one direction, from side to side (not back to front) and to ensure that the inside of the marked court is free of bumps and indentations.

2. Surface preparation\cleaning (Same for Category A and B)

- i. Clean surface
 1. Remove all loose dirt from surface and surrounding area that may impact the resurfacing process.
 2. Remove all weeds, roots and grass on court surface and 1m surrounds fence or skirting.
 3. Wash court with water.
 4. If court surface shows algae growth, wash with anti-fungal solution to remove.
 5. Scrape loose and peeling surfaces until firm surface is reached.
 6. Apply weed killer in accordance with manufacturer's instructions in a 500mm area surrounds fence or skirting.
 7. Final cleaning of court to be done using blower or compressed air.
- ii. Small and Medium Crack cleaning and preparation
 2. Small cracks are less than 5mm wide.
 3. Medium cracks are between 5mm and 9mm.
 4. Small and medium cracks are not deeper than old coating.
 5. Clean with compressed air - and remove loose material from cracks.
 6. Do not widen or deepen cracks.
 7. Fill crack with flexible acrylic crack filler, flush to surface.
- iii. Larger Crack cleaning and preparation
 1. Large cracks are 10mm or wider.
 2. They are extending through old coating into court base;
 3. If extending through old coating into base, then use screwdriver/chisel/scraper to open crack to depth of ± 100 mm.
 4. Remove all roots, dirt and loose material.
 5. Clean with compressed air to remove loose material from cracks
 6. Do not widen or deepen cracks further.
 7. Fill crack with flexible sand-filled crack filler flush to surface.

Note - If scope of work is for re-surfacing only and larger cracks (that may indicate serious problems with the court base) become evident during court cleaning, the Project Manager must be consulted on the way forward.

- iv. Mark "birdbaths" and bumps
 1. A birdbath is a depression allowing more than 2mm water to accumulate and remaining on court surface for 15 minutes after rain/watering.
 2. A bump is where an area of the court is raised to 2mm above the surrounding court area.
 3. Birdbaths and bumps are identified using a 3m long straight edge made of box section aluminium or equivalent.
 4. All birdbaths and bumps must be marked clearly from the start of the deviation from the normal surface using chalk.
3. Pre-coating repairs (Same for Category A and B re-surface)
- i. Larger cracks
 1. Larger cracks need to be repaired prior to applying coating layers.
 2. Fill up deeper cracks with pothole repair mix (Stone\gravel of between 4 mm to 6mm grain, cement and river sand) filler.

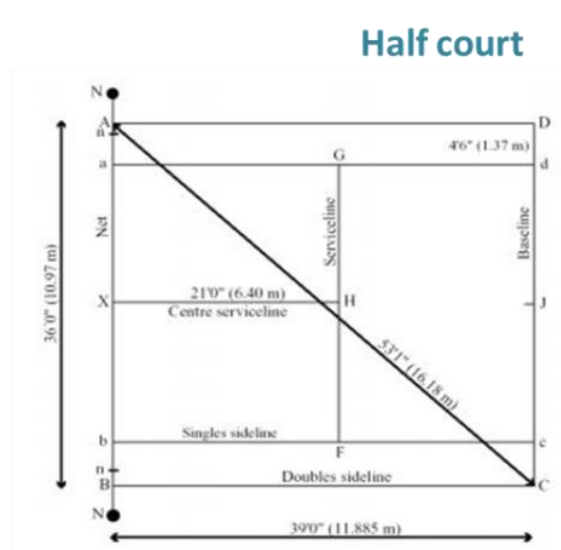
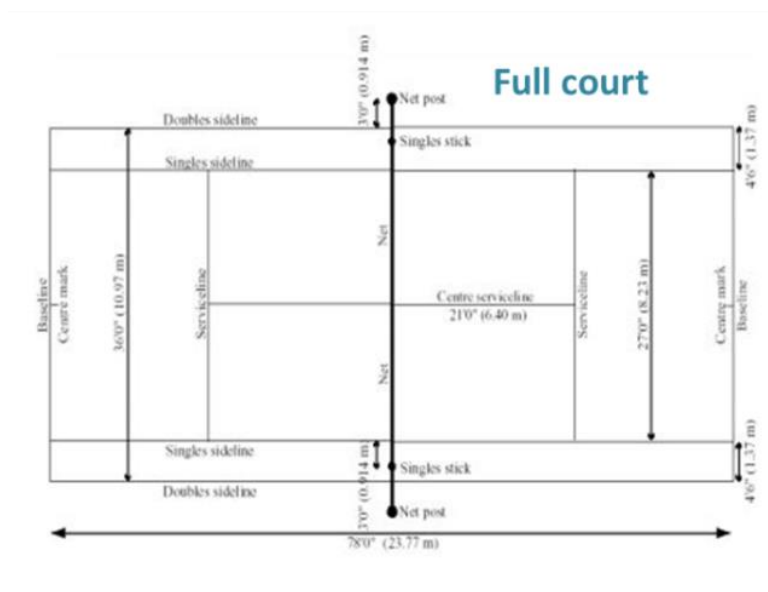
3. Sand crack after filler has dried to hone edges down to be flush to court surface.
- ii. Birdbaths and bumps
 1. Use a river sand, dry tar, cement, and water mixture to level birdbaths.
 2. After filling the filled area must not be higher\lower than surrounding court.
 3. Sand down with industrial sander if needed to ensure repaired area is at same height than surrounding court.
 4. Check and demonstrate elimination of birdbaths/bumps by using a 3m long straight edge level made of box section aluminium or equivalent.
4. Apply fibre netting base (Only applicable to Category A resurface)
 - i. Fibre netting to be glued to total court surface, using the appropriate bonding material. No patching allowed.
 - ii. Manufacturer instructions to be followed carefully.
 - iii. Allow 1 day to settle, show proof with before and after photo including date and time.
5. Apply Base Coats – 3 layers (Same for Category A and B re-surface)
 - i. Three (3) Layers of Acrylic based base coats.
 - ii. Coats to consist of a mixture of sand, water, undiluted fibre, and acrylic based glue (minimum 5% of mixture).
 - iii. Mixture to be mixed with a mechanical mixer to achieve a consistent product.
- 5.1. General coating parameters
 - i. Do not apply coatings unless the surface temperature is 12°C and rising.
 - ii. Do not apply coatings if the surface is higher than 40°C.
 - iii. An infra-red thermometer must be used to measure court surface temperature, show proof with photo including date and time.
 - iv. Allow at least 3 hours between coatings, show proof with photo including date and time.
 - v. Where the maximum daytime temperature is below 20°C a maximum of 2 coatings to be applied in one day.
 - vi. No coating to be applied after 16H00.
 - vii. Do not apply coating if the surface is wet.
 - viii. Apply coats parallel to net.
 - ix. Do not allow coating on one part of the court only.
 - x. Do not allow material to dry out while applying layer.
 - xi. Mix (stir) the mixed materials just prior to using to keep particles in suspension.
 - xii. Inspect for ridges and squeegee marks after each coat has dried and scrape or grind/sand smooth before proceeding.
 - xiii. When a bottom rail is present at the fence, ensure that drainage spaces are left or cut/chiselled after coating without damaging the rail.
 - xiv. No surface deviation (up or down) of greater than 4mm is allowed in any direction on the playing surface in a circle with radius of 3m, using a 3m long straight edge level made of box section aluminium or equivalent.
6. Apply Colour coatings - 2 layers (Same for Category A and B re-surface)

The only deviation from the green and red colouring is that an all-green colouring or any other colour may be requested by the club during the “On site kick-off meeting”.

- i. Using the same mixture as for the Base Coat (paragraph 5 above) add powder oxide colourant to achieve the desired colour.
- ii. The same general coating parameters as stipulated in the General coating parameters (paragraph 6 above) must be followed.
- iii. No streaky appearance - The court should display a uniform colour and texture at a distance of 8 to 10 metres, with the sun directly above or behind the viewer.
- iv. Courts should be allowed to settle for at least 5 days after the application of the colour coatings before play is allowed.
- v. Take note that other colours may lead to discolouration of balls during play.

7. Paint Lines

- i. Lines are to be set out and painted exactly to ITF standard measurements as on pages 32 and 33 of the ITF Rules of Tennis.
(<https://www.itftennis.com/media/4420/2021-technical-booklet.pdf>)



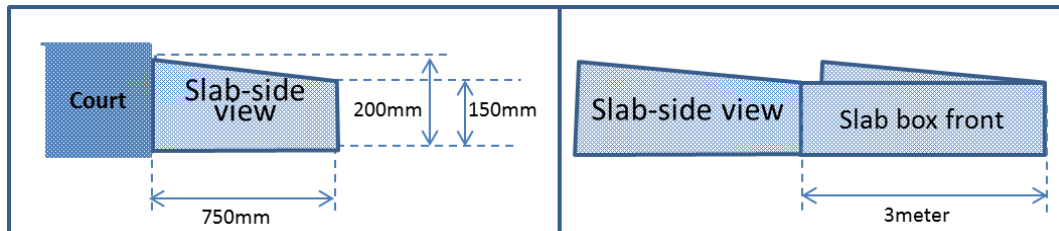
- ii. All measurements are to the OUTSIDE of the lines and no court dimensions should vary by more than 6mm.
- iii. All lines should be a 50mm wide.
- iv. The centre mark on the baseline to extend 100mm into the court area from the inside of the baseline.
- v. Use an Acrylic water based paint.
- vi. Lines to have sharp edges – no smudges or running of paint are acceptable.

3.3 SECTION C: GENERAL REPAIRS AND MAINTENANCE

2. Lay perimeter concrete slabs

If required Scope of works may indicate the laying of concrete slabs around court perimeter to improve the draining of water and limit spread of weeds to court surface.

- i. Clear surface of any vegetation\weeds and apply weed killer\insecticide if required.
- ii. Build wooden frame as indicated below.



- iii. Each box will require a minimum of:
 - a. All-purpose Cement 2¼bags of 50KG each
 - b. Concrete stone 22mm 0.3 per m³
 - c. River Sand 0.3 per m³
- iv. Slabs to start 10mm below court surface at court end.
- v. Joint to court surface must be sealed with flexible sealant.
- vi. Joints between slabs must be sealed with flexible sealant.
- vii. Slabs to be treated with bonding agent and coated with final matching colour coat during coating process.

3. Poles and posts

All permanent fixtures e.g. goal posts, net posts, fence posts, centre anchor, etc. that are inside/on the court surface and that require repair/replacement that will impact the court surface must be done prior to the application of any re-surfacing layers.

All Poles and posts need to be erected at 90°angle (level) relative to court service.

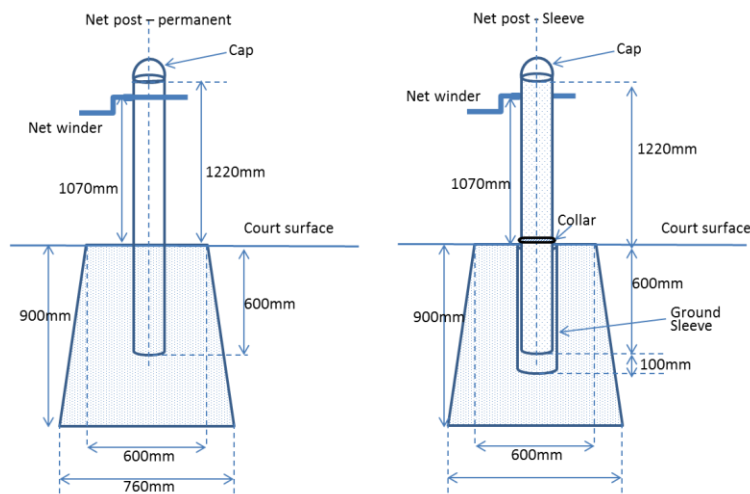
Net posts can be installed as permanent fixtures (where courts are exclusively used for a sporting code), or a sleeve can be installed with the net post sliding in/out to enable easy removal of posts on multi-sport surfaces.

All posts are painted with rust protection and with a matt green weather resistant topcoat.

Seal joints between foundation and court base/surface.

3.1. Tennis Net Posts

- i. Below drawings indicating the measurements of a net post installation – measurements are correct but drawings not to scale.
- ii. The net post should be from galvanised steel and the diameter not less than 80mm with a wall thickness of 3mm.
- iii. A cap to prevent water from entering the inside of the pole extending at least 10mm over the pole edges must be fitted to the top of the pole.



3.2. Netball post

Netball posts can be installed as permanent fixtures, or a sleeve can be installed with the netball post sliding in/out to enable easy removal of posts on multi-sport surfaces.

- i. Use round mild steel tubing with a wall thickness of not less than 2mm and 65mm in width.
- ii. Top of the post must be steel capped and not project above the high of the steel ring.
- iii. Ring: use 15mm steel rod with 12 small steel loops through which the nylon mesh net is weave. (Net included) The ring must be 380mm internal diameter. Galvanised steel and coated with white Polyurethane.
- iv. Ring net: 1mm nylon mesh
- v. Post height: 3.05m or 2.4m for modified netball.
- vi. Installation: Cement poles into the ground 460mm x 460mm x 610mm. Mark out standard court to ensure correct positioning of poles before planting them.

3.3. Korfbal post

- i. Post height must be 3.5 metres from the ground with a bottomless adjustable synthetic Korfbal basket.
- ii. In-the-ground poles must be made from anodised aluminium (diameter 76 mm) with internal reinforcement for attachment of the synthetic Korfbal basket and a conical ground pipe 300 mm.
- iii. Installation: Cement poles into the ground 460mm x 460mm x 610mm. Mark out standard court to ensure correct positioning of poles before planting them.

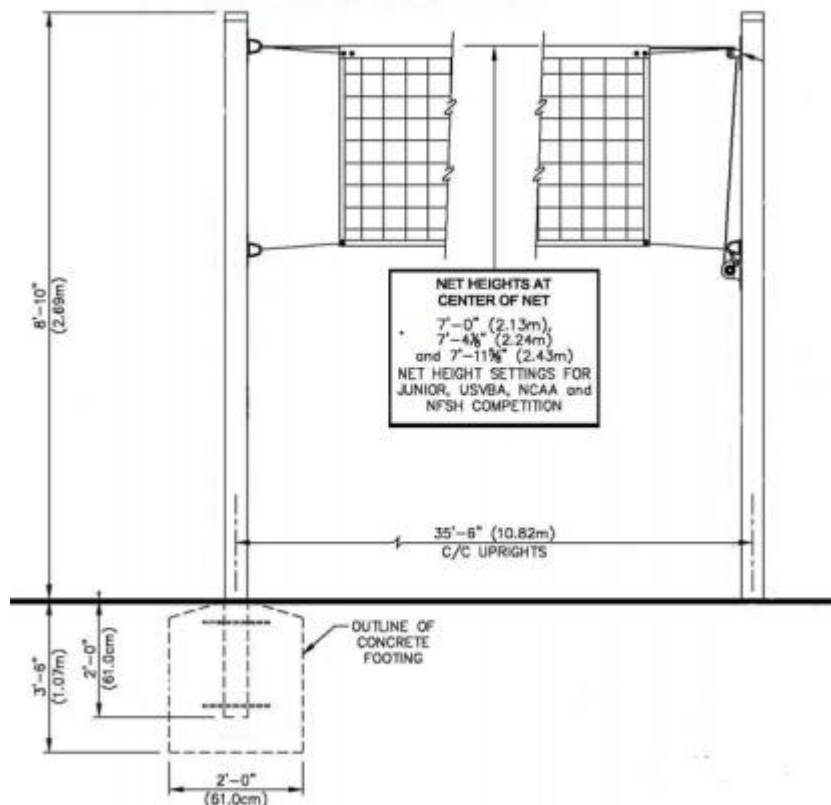
3.4. Basketball post

- i. Pole for an in-the-ground unit with a 1.2m overhang.
- ii. Backboard must be made of fiberglass 1.8 (w) x 1.05m (h) and a minimum of 10mm thick.

- iii. Provide a multidirectional breakaway dunk ring, maintenance free that requires no adjustment and will not sag over time.
- iv. The ring must have a 50mm wide wrap around brace to provide a better visual target, 16mm high stretchy rim, rubber cushioned spring return, safety side covers and chain net tie system that will never tangle the net.
- v. The backboard must be mounted onto a square 101 mm x 2.5mm walled steel tubing posts. Coated Windsor green with Polyurethane.
- vi. The ring must have a 50mm wide wrap around brace to provide a better visual target, 16mm high stretchy rim, rubber cushioned spring return, safety side covers and net tie system that will never tangle the net.
- vii. Installation: Cement poles into the ground 500mm x 500mm diameter and 900mm deep.

3.5. Volleyball post including compatible heavy-duty net

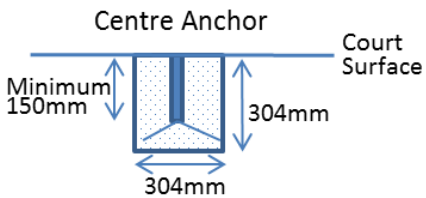
- i. The net post should be from galvanised steel and the diameter not less than 80mm with a wall thickness of 3mm.
- ii. A cap to prevent water from entering the inside of the pole extending at least 10mm over the pole edges must be fitted to the top of the pole.
- iii. Below drawings indicating the measurements of a net post installation – measurements are correct but drawings not to scale.



3.6. Tennis Net Centre Anchor

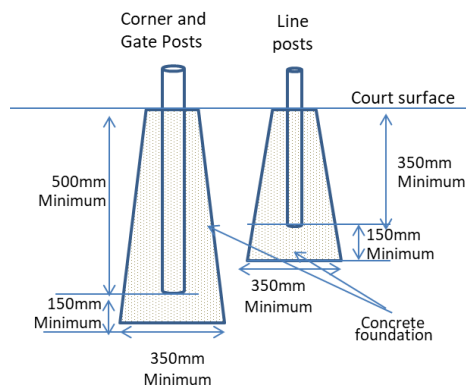
- i. The centre anchor is installed exactly at the mid-point between the net posts.
- ii. A ground anchor socket is set in cement as illustrated below.

- iii. All joints between cement and court base\surface must be sealed with flexible sand-filled crack filler sealant.
- iv. Joints at court surface level to be grinded\sanded to same level as surrounding court surface.
- v. Below drawing indicating the measurements of a net centre anchor installation – measurements are correct but drawings not to scale.



4. Fence Posts

- i. Replacing fence posts are done by removing damaged post digging and setting new post into a new concrete foundation.
- ii. Care should be taken to not disturb court base unnecessarily.
- iii. Seal joints between foundation and court base/surface.
- iv. A cap to prevent water from entering the inside of the pole extending at least 5mm over the pole edges must be fitted to the top of all poles.
- v. All fence posts are painted with rust protection and with a matt green weather resistant topcoat.
- vi. Below drawings indicating the measurements of posts installation – measurements are correct but drawings not to scale.



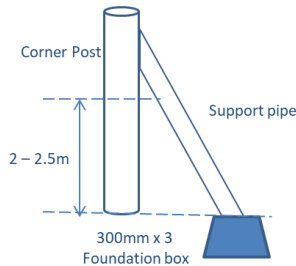
4.1. Line posts (Post between corner posts)

- i. Measurements 50 mm diameter & 2mm wall thickness

4.2. Corner posts

- i. Measurements 101 mm diameter & 3mm wall thickness.
- ii. Inside corner posts – that is corner posts between 2 courts must have 3 support pipes, 2 aligned with the back and one in line with the fence separating the courts.

- iii. Outside corner posts must have 2 support pipes of 3m– one aligned with side fence and the other with back/front fence
- iv. Support pipes must be anchored in concrete foundation of 300mm (L) x 300mm (W) x 300mm (D).
- v. Below drawing indicating the measurements of a corner post installation – measurements are correct but drawings not to scale.



4.3. Fence repairs

- i. When repairing a broken or rusted fence the full section (back or side) needs to be replaced. The old fence must be taken down from corner post to corner post and the new fence fitted to the corner posts.
- ii. Four (4) x straining wires must be installed to provide support and stability;
- iii. The fence must be secured to the top and bottom rails.
- iv. All wire edges must be folded horizontally to fence and must not protrude inward or outward.
- v. A 50mm x 2mm diamond mesh fence must be used.

Or in the case that fence is still in good condition, the fence needs to be removed while resurfacing is in process and reinstate as specified above after resurfacing.

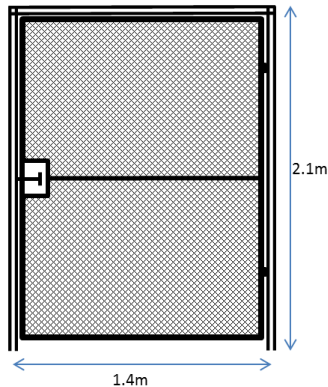
4.3.1. Fence rails

- i. Fence rails are pipes at the top and bottom of the fence between posts.
- ii. Rail pipes are welded to the corner/line posts and the fence are attached to the rails.
- iii. Rail piping is made of galvanised steel and has a 38mm diameter with 2mm wall thickness.
- iv. When a bottom rail is installed, to secure fence space must be left beneath the rail to allow drainage.
- v. All rail pipes are painted with rust protection and with a matt green weather resistant topcoat.

4.4. Gate replacement\repair

- i. Damaged gates must be replaced with a galvanised iron frame and diamond wire mesh tied off against the gate frame to fit existing gate or as illustrated below where a totally new gate and frame is installed.
- ii. Rail tubing and diamond mesh fencing as specified above must be used for the gate frame.

- iii. Gates are placed inside a frame constructed from welded galvanised piping 50mm diameter & 2mm wall thickness.
- iv. A sliding bolt to be installed in gate frame to enable secure closing of gate.



5. Tennis - Practice court wall

5.1. Paint damage repairs

- i. Remove paint and fill cracks.
- ii. Apply primer.
- iii. Apply green water based acrylic top coat.
- iv. Paint 30mm horizontal white line at 0.920m above the ground.

5.2. Plaster damage repairs

- i. Remove plaster from existing wall.
- ii. Wash wall and ensure that the wall is wet.
- iii. Apply plaster dots (15mm x 15mm with 10mm thickness) on the wall.
- iv. Apply plaster with 1:4 cement to sand mix.
- v. Allow to dry and paint wall as per paragraph 4.1 above.

5.3. Tennis: Practice Wall Court Surface

Carry out a category B re-surfacing following the same steps as for court resurfacing.

6. General processes

The resurfacing should be seen as a joint project between the Municipality, the Club using / renting the facility from the city and the appointed Service provider.

For successful completion of the project, it is vital that the parties understand their respective roles as per TABEL 1 in the process and that they commit to working together to complete the project.

- i. After the Club, the Municipal Facility and Project Manager met to identify the maintenance needs, the Service provider is appointed by the city as per approved tender;
- ii. Inform the Club and request written objection within 7 days to any time frame clashes.
- iii. Introduce Service provider to all parties during the “On Site Kick off meeting”;
- iv. No work can commence prior to the “On Site Kick off meeting”.

At the “On Site Kick off meeting”

- i. The Municipal Facility and Project Manager must explain process, roles and responsibilities;
- ii. Confirm and agree on the general re-surfacing steps as set out in the scope of works;
- iii. One court must be completely re-surfaced (including lines painted) – prior to any other work, or as agreed at the “On Site Kick off meeting”;
- iv. The sequence of the courts to be re-surfaced is to be identified during the “On Site Kick off meeting”;
- v. An inspection will be held after completion of the first court to identify any problems and solutions agreed to avoid duplicating the same mistake all over;
- vi. Before continuing with the next stage the Service provider must receive written confirmation from the authorised Project Manager to proceed by means of the checklist being signed off;
- vii. Access to water and electricity to be confirmed at the meeting;
- viii. Service provider to present timeline for completion of first court as well as subsequent work thereafter;
- ix. Club representative to put forward any special request e.g. timing of work;
- x. Agreement between parties on general timelines including inspection dates.

6.1. Inspections

6.1.1. First Inspection

- i. To take place after the resurfacing of the first court;
- ii. On site meeting with the Facility Manager, Service provider, and Club representative and the Project Manager to evaluate quality of work and address any issues that occurred via a written snag list;
- iii. All issues are communicated to the Service provider in writing via the Project Manager only.

6.1.2. Second Inspection

- i. On site meeting with the Facility Manager, Service provider, and Club representative and Project Manager to evaluate quality of work and address any issues that occurred via a written snag list;
- ii. Before continuing with the next stage the Service provider must receive written confirmation from the authorised project manager to proceed in the form of a signed check list;
- iii. All issues is communicated to the Service provider in writing via the Project Manager only.

6.1.3. Third Inspection

- i. On site meeting with Facility Manager, Service provider, Club representative and Project Manager to evaluate quality of work and address any issues;
- ii. This should normally be the final inspection;
- iii. Depending on seriousness of outstanding issues, further inspection(s) may be scheduled or a mechanism agreed to verify the completion of work.

TABLE 1: Roles and Responsibilities

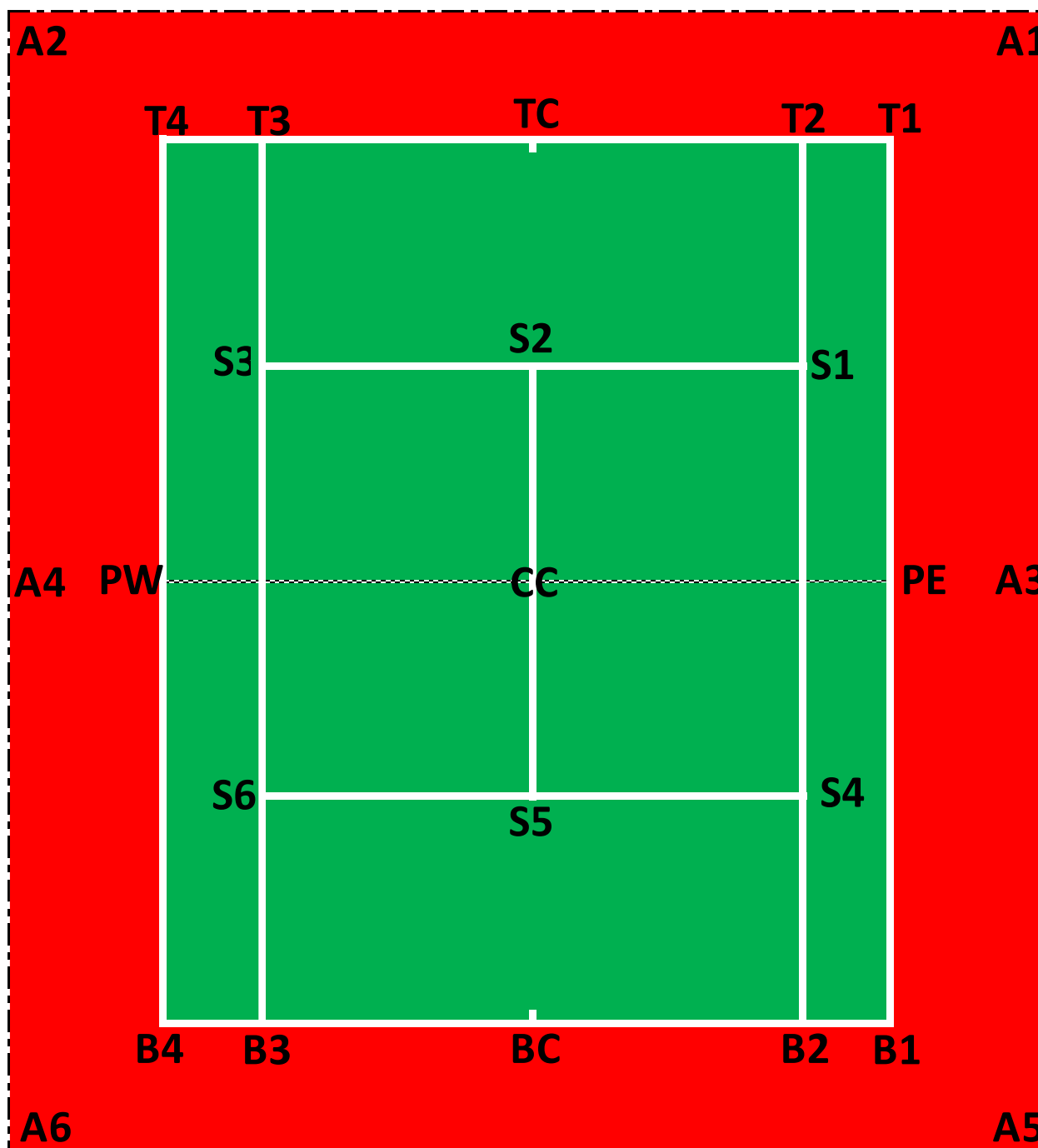
TASK	Responsibility	Comments
Tender	City	Project Coordinator initiates tender with inputs from the Clubs and Facility Managers
Identify the needs	Club and Facility Manager	The Clubs escalate needs to Facility Manager who submit specifications to the Project Manager.
Appoint the Service provider	Project Manager	The Service provider is assigned according to approved tender.
"On Site Kick off meeting"	Facility Manager	The Facility Manager coordinates and invite all relevant parties including the ward community representative for sport.
Inspections	Project Manager / Facility Manager / Club Representative (optional)	All issues are communicated to the Service provider in writing via the Project Manager only.
Sign off	Project Manager	After final inspection by all parties, the checklists are signed off by the Club Representative, the Facility Manager and the Project Manager.

TABLE 2: Expected Equipment

Activity	Item	Nr
Court Survey		
1	Level measure (laser) with valid calibration certificate (annually to 0.5mm/10m)	1
2	Metric tape measure minimum length 10m	1
3	Manual Level (waterpas)	1
Court resurfacing		
4	Soft Broom	2
5	3m long straight edge made of box section aluminium or equivalent – demonstrate level with level measure	1
6	Blower - petrol powered	1
7	Chisel	1
8	Putty knife	1
9	Surface Temperature meter(Infrared or laser) with valid annual calibration certificate to .5 degrees	1
10	Squeegees for application of coating	3
11	Industrial mixer with paddle used for mixing coating materials	1
12	Wheelbarrow	1
13	25L water containers	4
14	44 Gallon mixing drum	1
15	Spade	1
16	Paint brushes	1

17	Tape for marking lines(48mmx40m)	2
18	Industrial Sanding Machine	1
Posts and Fence		
18	Welding machine (where fence posts are)	1
19	Angle Grinder	1
20	Wire strainer	1
21	Ladder 3 meter reach	1
22	Paint brushes	1
Practice wall repairs		
23	Trowel	1
24	Plastering brush	1
General		
25	Locks and chains to secure access to courts	1
26	Generator - in cases where electricity unavailable at site	1

TABLE 3: Court Slope Measurements



Marks A1, A2, A3, A4, A5 and A6 are 500mm inside back/side fence. A4 & A3 are aligned with net posts

Mark CC is the centre court anchor

PE (east) and PW (West) is where a line from the middle of the net posts intersects the outside of the doubles line.

All other marks are at the outer intersections of court lines

The below table of measurements must be completed prior to and after court resurfacing using the Laser measuring tool.

Marks	Distance	Slope
A1 to A2	____.____m	_____mm Up /Down
A1 to A3	____.____m	_____mm Up /Down
A1 to A5	____.____m	_____mm Up /Down
A2 to A4	____.____m	_____mm Up /Down
A2 to A6	____.____m	_____mm Up /Down
A5 to A6	____.____m	_____mm Up /Down
T1 to T4	____.____m	_____mm Up /Down
T1 to PE	____.____m	_____mm Up /Down
T1 to B1	____.____m	_____mm Up /Down
PE to PW	____.____m	_____mm Up /Down
B1 to B4	____.____m	_____mm Up /Down

Distance = the distance between 2 points in metre to 3 decimals

Slope = the rise or fall in mm from the 1st to 2nd point with level being 0 – scratching out the non-applicable Up or Down.

Footnote: Upon completion the measurements must fall within the applicable ITF Standards.

TABLE 4: Contract Management Checklist to be submitted by Facility Manager (FM) to Project Manager with invoice (use a different checklist for every court)

Facility Name: _____ Court Name / Number: _____

Step	Item Completed	Date	Name	Sign FM
1.	Arrange "On Site Kick off meeting" and handover			
2.	Confirm of availability of the list of expected equipment listed in table 2.			
3.	Explain process, roles and responsibilities			
4.	Sequence of the courts to be re-surfaced agreed			
5.	Timeline for completion of court named above			
6.	Court survey was done (survey of the court Evenness and Slope was done)			
7.	Surface preparation\cleaning was done			
8.	Pre-coating repairs			
9.	Apply fibre netting base – Only applicable to Category A resurface			
10.	Apply Base Coats – 3 layers			
11.	An infra-red thermometer must be used to measure court surface temperature, show proof with photo including date and time;			
12.	Allow at least 3 hours between coatings, show proof with photo including date and time;			
13.	Apply Colour coatings (2 layers)			
14.	Paint Lines			
15.	Allowed colour application to settle for 5 days Start: End:			
16.	Other tasks agreed upon (Ex fence, poles, gates):			
15.1				
15.2				
15.3				
15.4				
15.5				
15.6				
15.7				
15.8				
15.9				
15.10				
17.	Snag list was de-snagged			
18.	Permission to proceed to next court			

The above project was found satisfactory and is recommended for payment by:

Service Provider:		Date:		Sign:	
Club Representative:		Date:		Sign:	
Project Manager:		Date:		Sign:	

Approved by:

Director or Deputy Director:		Date:		Sign:	
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7. Occupational health and safety

- 7.1. In terms of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) as amended, every prospective Service provider shall be responsible to familiarize themselves with the relevant contents of mentioned act. Prospective Service provider shall be responsible to obtain a copy of the mentioned act.
- 7.2. The Service Provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act, (Act 85 of 1993) as amended, and it indemnifies the City against any claim which may arise in respect of such Act by its personnel against the City.
- 7.3. The City reserves the rights to request from the Service provider to submit a letter of "Good standing" from the Department of Labour within 7 days of notification.
- 7.4. The Service Provider should comply to Occupational Health & Safety Specification, as required by the Construction Regulations, 2014, as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993)., as stipulated in 08 OHS Specification and Baseline Risk Assessment

8. Public Liability

- 8.1. The Service provider must have in place sufficient Public Liability Insurance to cover any losses to an amount of R5 000 000.00 (five million)
- 8.2. Proof of Insurance to be submitted two (2) weeks after final award of tender.

9. DELIVERABLES

- 9.1. At the onsite kick-off meeting the availability of the list of expected equipment listed in Table 2 will be confirmed and recorded on the Contract Management Checklist in Table 4.

9.2. The successful bidder must submit a comprehensive project schedule that clearly indicates the deliverable milestones, costs, time frames, delivery dates before the project starts and progress reports for each project after the project is signed off.

9.3. It is a requirement of this contract that the scope of works shall be completed within a period of 3 (three) calendar weeks from the date of receipt of the order but excluding the year end break and special non-working days such as public holidays falling outside thereof or as agreed with by the Project Manager.

9.4. It is expected of the Service provider to issue a certificate for a 2 year Manufacturer Warrantee on all workmanship and equipment.

10. STAGES OF EVALUATION

This tender will be evaluated in the following five stages:

Stage 1: Administrative Compliance

Stage 2: Mandatory Requirements

Stage 3: Functionality Criteria

Stage 4: Preferential point system

10.1. STAGE 1: ADMINISTRATIVE COMPLIANCE

All the proposals will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents. Service providers that comply with all the Stage 1 requirements will be evaluated against the mandatory requirements as set out in Stage 2.

10.2. STAGE 2: MANDATORY REQUIREMENTS

The service provider must include the following documentation with the tender document failing which will result in immediate disqualification:

10.2.1. CIDB

Bidders who are registered with the CIDB in a contractor grading designation equal to or higher than 2CE, are eligible to submit tenders. Failure to submit and meet the minimum CIDB requirements shall disqualify the tender.

10.2.2. LEVEL MEASURE LASER

The service provider must submit a valid calibration certificate for the level measure laser issued by a SANAS (South African National Accreditation Association) accredited laboratory.

10.2.3. COIDA

The bidders are to submit a valid Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (COIDA), letter of good standing from the department of labour.

10.2.4. Key staff

(a) Site Supervisor

Site Supervisor must have at least a National Certificate (NQF Level 4) recognized by SAQA and a minimum of 4 years' experience.

(b) Welder

Welder must have at least a National Certificate (NQF Level 4) recognized by SAQA and a minimum of 2 years' experience.

10.3. STAGE 3: FUNCTIONALITY CRITERIA

Failure to obtain the minimum score of **70** shall disqualify the tender from further evaluation. The following criteria and weights will be applied when bids are assessed for **functionality**:

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE
Experience on resurfacing of all-weather courts and hard	3 Projects and more but less than 5	3	6	30

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE
surfaces as stipulated in this tender. Bidders should submit signed completion certificates on valid letter heads from previous employers together with contactable of project(s)..	6 projects and more but less than 10	4		
	11 projects and more	5		
	3 Years and more but less than 4 years	3	4	20
	4 years and more but less than 5 years	4		
	5 years and more	5		
Relevant qualifications and experience: The Site Supervisor must have at least a National Certificate (NQF Level 4) recognized by SAQA and a minimum of 4 years' experience. (Attach CV with contactable references to verify experience and certified copies of the qualifications).	Less than 4 years	0	4	20
	4 years relevant working experience	3		
	5 Years relevant working experience	4		
	6 years relevant working experience	5		

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE
Relevant qualifications and experience: Welder must have at least a National Certificate (NQF Level 4) recognized by SAQA and a minimum of 2 years’ experience. (Attach CV with contactable references to verify experience and certified copies of the qualifications).	• 2 years relevant working experience	1	5	15
	• 3 Years relevant working experience	2		
	• 4 years relevant working experience	3		
Local Economic Participation (Location of Business) Submit copies of municipal accounts for the business. If offices are leased, provide lease agreement.	Outside Gauteng	1	5	15
	Gauteng	2		
	City of Tshwane	3		
HIGHEST POSSIBLE SCORE				100

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

10.4. STAGE 4: PREFERENCE POINT SYSTEM

The preferential points to be used will be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2017.

The system comprises of the following elements:

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

10. VALIDITY PERIOD

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

11. MARKET ANALYSIS

The City of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, where a Service Provider offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the Service Provider if they will be able to deliver on the price, if a Service Provider confirm that they cannot, the Service Provider will be disqualified based on being non-responsive. If they confirm that they can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the Service Provider. Further action on failures by the supplier to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

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

12. PRICING SCHEDULE

Detailed pricing schedule as attached (06 Part C2 Pricing Data ROC14 21 22 Resurfacing All Weather Surfaces).

General conditions

- The City reserves the right to appoint more than one tenderer.
- The tenderer must tender for all individual items on the pricing schedule.
- The tender will be awarded as whole.
- The City reserves the right to enter into price negotiations.
- The table below indicates the total number of sport facilities with all-weather hard surfaces in each Region and are grouped into two groups, Group A and Group B. The tender will be awarded to two successful bidders who will be allocated to two groups (A and B) as per the table below.

REGION	GROUP	NUMBER OF SPORT FACILITIES WITH ALL-WEATHER HARD SURFACES
1	A	37
2	A	29

3	B	202
4	A	64
5	A	6
6	A	79
7	B	21
		438 (TOTAL) – GROUP A:215 AND GROUP B:223

General Notification

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

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act', in line with the Construction Regulations 2014. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the OHS legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health and safety issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management must receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and the steps identified will be the basis or point of departure for the Health

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

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ANNEXURES

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Annexure1-OHS Legal Appointments Templates

Annexure 2-Baseline risk assessment

Annexure 3-Mandatory agreement -section 37(2)

Annexure4-Acknowledgement of receipt of OHS Specifications

1. Definition of Terms

- I. Act – unless stated otherwise in the document, shall mean the Occupational Health and Safety Act of 1993 (Act 85 of 1993)
- II. Client-Means any person for whom construction work is performed and or undertaken (City of Tshwane for the purposes of this project)
- III. Construction site means a workplace where a construction work is being performed
- IV. Construction supervisor means a competent person responsible for supervising construction activities on a construction site.
- V. Competent person means a person who –
 - a) Has in respect of the work or task to be performed the required knowledge, training and experience and where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provision of the National Qualification Framework Act 2000 (Act 67 of 2000), those qualifications and that training must be regarded as the required qualification and training and
 - b) Is familiar with the Act.
- VI. Principal Contractor-Means an employer, as defined by Section 1 of the OHSACT who performs construction work and is appointed by the client to be in overall control and management of the construction site and works
- VII. Agent-Means a competent person who acts as a representative for a client
- VIII. Occupational Health and Safety Specification- Means a documented specification of all Health and Safety requirements pertaining to the associated works on a construction site so as to ensure the health and safety of persons working, visiting, passing, staying and working close to the construction site and or other applicable areas such as the site camp
- IX. Risk-means the probability that injury or damage may occur
- X. Hazard-means a source of or exposure to danger

2. Introduction

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

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

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

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

3. The Client`s commitment to Occupational Health and Safety Management

City of Tshwane as the client shall ensure that it's duties as outlined in CR 2014, 5(1) are carried out. The duties of the client amongst others includes:

- Prepare a baseline risk assessment for an intended construction work or project;
- Prepare a suitable, sufficiently documented and coherent site specific health and safety specification for the intended construction work based on the baseline risk assessment;
- Ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely;
- Appoint every principal contractor in writing for the project or part thereof on the construction site;

- Ensure that periodic audits and documents verification are conducted at intervals mutually agreed upon between the principal contractor, but at least once every thirty days;

Duties of the Principal Contractor are listed in CR 2014, 7 (1) others shall include:

- Ensuring that decisions and practices affecting occupational health and safety performance are consistent with the issued specification;
- Ensuring adequate resources are made available for the effective implementation of occupational health and safety control and mitigation measures;
- Participating in hazard identification and risk assessments and design safety reviews;
- Communicating occupational health and safety management processes, strategies and control measures with all levels of employees, contractor and/or visitors;
- Ensuring visible leadership at all sites;
- Promoting and enforcing the use of correct types of Personal Protective Equipment (PPE);
- Reporting and investigation of incidents and accidents and ensuring actions are identified and implemented to prevent similar types of incidents reoccurring;
- Participating in Client audits and meetings and ensuring required actions are implemented within reasonable time frames on the site/project;
- Recognizing and commending safe work practices and coaching employees who require guidance;
- Applying and enforcing consequence management from deviations and transgressions of/from compliance to this OHS Specification noted and/or observed, where applicable;
- Carrying out safety observations, implement corrective and preventative actions and giving immediate feedback;
- Encouraging employee participation in the formulation of work instructions and safety rules.

4. Scope

This project specific Occupational Health and Safety Specification will cover and address reasonable and foreseeable, risks, exposures and aspects of Occupational Health and Safety as affected by the activities repair and maintenance of belt presses and linear belt gravity sludge thickener

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

5. Omissions from OHS Specification

Where any omission from the OHS Specification is identified, applicable legal requirements will constitute the minimum standard for compliance to the relevant omission. The responsibility will be on the Principal Contractor to provide assurance to the client (City of Tshwane) on compliance to the applicable legal requirements related to the activity / task / process.

6. Change or Review of Specifications

Whenever the client (City of Tshwane) identifies the need to change or review the OHS Specification, approved changes and revisions will be communicated to the Principal Contractor. A cost analysis on the implementation of the proposed changes / revisions will be calculated through a collaborative processes between the Client and the Principal Contractor – where the approved changes and/or revisions has no cost implication for the Principal Contractor the Principal Contractor will be required to accept the approved changes / revisions and ensure implementation within the OHS Plan.

7. Safety Files

7.1. Preparation and Submission of safety file

The Principal Contractor shall prepare a safety file containing the processes / procedures and templates to be applied during the project period for the scope of work. The Principal Contractor will be evaluated during the contract period against the submitted safety file.

At a minimum the safety file shall contain the following documentation and in accordance with the specification:

1. Notification of construction work to the relevant Department of Labour (stamped on each page / no faxed copies);
2. Scope of work to be performed;
3. Public Liability
4. Personnel list (Principal Contractor employees);
5. OH&S Policy and other procedures;
6. Updated copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations.
7. Updated copy of the Compensation for Occupational Injuries and Diseases Act (Act no. 130 of 1993) and its Regulations;
8. Proof of valid registration and good standing with the Compensation Commissioner or another licensed Insurer;
9. OHS Plan approved by the Client.
10. Agreement with Mandatory in terms of Section 37(1) &2 of the OHS Act.
11. Approved risk assessments, review and monitoring plans and safe work procedures (method statements);
12. A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor;
13. Designs and/or drawings;
14. All written designations and appointments for project scope of work (CV and competency copies);

15. Management structure (inclusive of OH&S responsibility & meeting structure);
16. Induction training and site OHS rules;
17. Occupational health and safety training matrix / plan;
18. Arrangements with contractors and/or mandatories;
19. The following registers (as applicable to contract scope of work):
 - Accident and/or incident notifications, investigation & control register;
 - Occupational health and safety representatives inspection register;
 - Construction vehicles and mobile plan inspections;
 - Daily inspections templates of vehicles, plant and other equipment by the operator, driver and/or user;
 - Daily inspections templates of excavations by competent person;
 - Template for entry into confined space;
 - Toolbox talks pro-forma;
 - Designer's inspections and structures record template;
 - Inspection and maintenance template of explosive powered tools;
 - Inspection template of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances);
 - Fall protection inspections template;
 - First-aid box content template;
 - Record of first-aid treatment template;
 - Fire equipment inspection and maintenance template;
 - Record of hazardous chemical substances template kept and used on site;
 - Ladder inspection template;
 - Machine safety inspections template (including machine guards, lock-outs etcetera);
 - Inspection templates for lifting machines and –tackle (including daily inspections by drivers/operators);

- Inspection templates of scaffolding;
- Inspection templates of stacking and storage;
- Inspections templates of structures;
- Inspections templates of vessels under pressure;
- Inspection templates of welding equipment; and
- Templates of issuing of Personal Protective Equipment;
- Monthly reporting and recording of statistics templates;
- Keeping of any other record in terms of applicable legislation falling within the scope of OHS Legislation applicable to the project and the Principal Contractor / Contractor's activities and organization.
- Emergency preparedness and response programmes;

7.2. Evaluation and approval of Safety plan

The client (City of Tshwane) will conduct an initial inspection and evaluation of the Principal Contractor's OHS file and plan for approval purposes before commence work. The Principal Contractor is required to submit the safety file which at least must contain the following:

- Safety plan;
- Risk assessment(HIRA), risk review and training plans;
- Legal or appointments of responsible persons and proof of competence;
- Fall protection plan;
- Method statements

The Client will evaluate the file and give feedback to the Project manager and the Principal contractor. It is important to note that a safety plan cannot be approved in isolation, if the plan has not been approved, the Principal contractor shall ensure that the outstanding documents are submitted for re-evaluation within 3 working days.

NOTE: The construction work cannot commence until the safety plan is approved. The proof of approval from the Client must be kept in the OHS file.

7.3. Principal Contractor engagement phase

The Principal Contractor shall commence with the construction work after approval of the safety plan. The following processes will be applied to the Principal Contractors on a monthly basis for the duration of the contractual period:

- Monthly Compliance Assessments;
- Site Inspections;
- Progress meetings;
- OHS meetings

An initial site establishment inspection will be conducted by the Client after approval of the safety file / plan.

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

On completion of a construction work/ project the Principal Contractor shall submit all documentation required for the consolidated safety file to City of Tshwane as part of the project hand over documentation.

At a minimum, the safety file will contain the following records:

1. Approval letter by City of Tshwane on contents of Health and Safety file including plan;
2. A construction work permit issued by the Department of Labour as contemplated in Construction Regulation 3 of the Construction Regulations 2014 (when applicable).
3. Scope of work performed;
4. OHS Policy and other procedures;
5. Proof of registration and good standing with the Compensation Commissioner or another licensed Insurer;
6. OHS plan approved by the Client including the underpinning risk assessment(s) and method statements;

7. A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work done by each contractor;
8. Notifications of new projects /extension of scope received;
9. Designs and/or drawings; (where required)
10. Occupational health and safety committee meeting agenda and minutes;
11. Copies of written designations and appointments (CV and competency copies);
12. Management structure (inclusive of OHS responsibility & meeting structure);
13. Induction training conducted and site OHS rules;
14. Occupational health and safety training provided;
15. Arrangements with contractors and/or mandatories;
16. Description of security measures;
17. All applicable registers:

8. OHS Specification Requirements

8.1. General Requirements of Health and Safety Plan

Construction Regulation 7 (1) stipulates that the principal contractor must provide and demonstrate to the client a suitable sufficiently documented and coherent site specific health and Safety Plan, based on the client's documented Health and Safety Specification contemplated in Regulation 5(1) (b), which plan must be applied from the date of commencement of and for the duration of the construction and which must be reviewed and updated by the principal contractor as work progresses.

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

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

The following generic aspects should be covered in the Safety plan:

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

8.2. Outline of Health and Safety Plan

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

1. Purpose
2. Scope of Plan,
3. Definitions
4. Risk Assessment,
 - a. Alternative Forms of Risk Assessment,
 - b. Methodology of Risk Assessment,
 - c. Elements of Risk Assessment,
 - i. Scope of assessment,
 - ii. Risks Identified,

- iii. Risk Analysis,
 - iv. Risk Evaluation,
 - v. Risk Treatment(safe working procedures)
 - vi. Monitoring and reviewing,
- 5. Resources,
 - a. Health and Safety Staffing Organogram,
 - b. Employees,
 - c. Subcontractors inclusive of their scope of work and their core resources,
 - d. Training,
 - e. Plant,
 - f. Facilities;
 - g. Vehicles,
 - h. Equipment
- 6. Materials,
 - a. Temporary Materials
 - b. Permanent Materials
- 7. Categories of Work
- 8. Implementation of Health and Safety Plan,
 - a. Administrative systems,
 - b. Training,
 - c. Reporting,
 - d. Monitoring,
 - e. Inspections,
- 9. Auditing,
 - a. Internal audits,
 - b. Audits by client or Safety agent,

10. Emergency procedures and response

8.3. Risk Assessment

8.3.1 General

This section of the specification provides guidelines for the Contractor in preparation of risk assessments in order to ensure compliance with Regulation 9 of the Construction Regulations, 2014. According to SANS 31000:2009, Risk is the overall process of risk identification, risk analysis, and risk evaluation. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged.

A suitable and sufficient risk assessment is an assessment which:

- Accounts for risks that are likely to arise during the construction of the Works,
- Enables the development and implementation of systems to manage the risks,
- Remains valid for a reasonable period of time,
- Provides a basis for training of employees, and
- Improves working procedures and introduce long term controls.

The requirements of the Construction Regulations will not be satisfied by a single risk assessment exercise that holds good for all time. The risk assessment process on the Works is an ongoing process.

The objectives of risk assessments are to:

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

8.3.2 Forms of Risk Assessment

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

8.3.2.1 Activity based risk assessment

The Contractor will be required to carry out activity based risk assessment before the commencement of construction activities on the Works. This risk assessment will form part of the Contractor's Health and Safety Plan. The risks and hazards to which persons, plant, vehicles and facilities may be exposed during the construction of the Works should be identified and evaluated. Measures to reduce or control these risks or hazards should be defined during this assessment. The effectiveness of the measures defined and the baseline risk assessment prepared shall be monitored and reviewed from time to time to ensure that it remains relevant and accurate.

8.3.2.2 Issue based risk assessments

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

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

8.3.2.3 Continuous risk assessments

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

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

8.3.4 Methodology for the Preparation of Risk Assessments

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

- Appoint in writing a suitably competent risk assessor
- The appointed risk assessor shall lead the risk assessment process
- Provide the team with background data, scope of work, potential hazards and underlying causes, and
- Where necessary employ experts for complex risk assessments and aspects of risk assessments that require experiential judgment,
- Institute an ongoing system of identifying aspects of the work that require risk assessment.

8.3.5. Elements of a Risk Assessment

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

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

The above steps are as depicted in Figure 1, below.

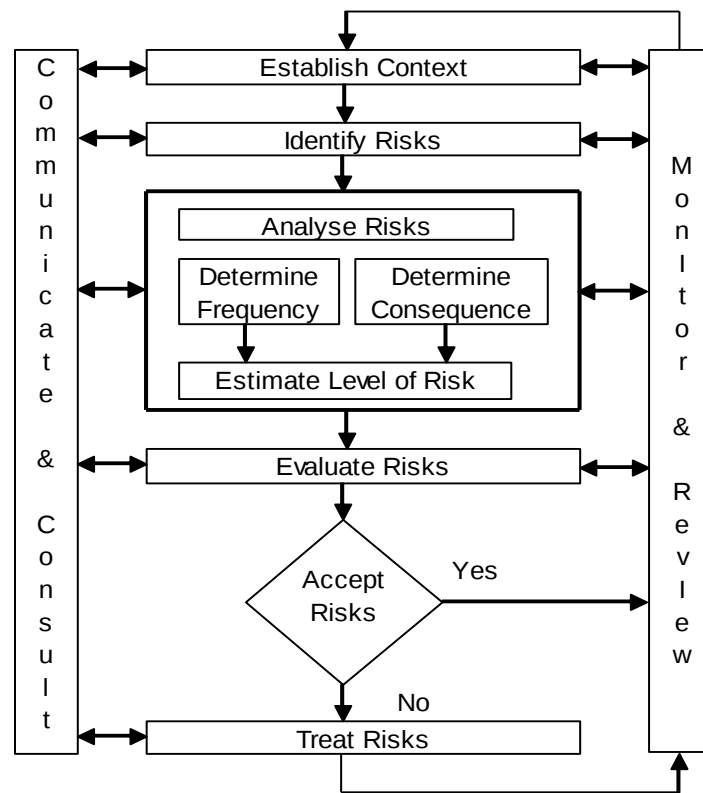


Figure 1: Risk Management Process

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

Refer to Baseline Risk Assessment Annexure 2 of this specification.

8.3.5.1 Risk Identification

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

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

- i) Systematically address all risks or hazards on the Works,

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

3.5.2 Risk Analysis

In this step, the Contractor will be required to analyze the risks identified by determining each risks frequency and magnitude or severity of the consequence of the risk or hazard.

The frequency of occurrence of a hazard may be expressed as the number of times that it may occur in year, decade, lifetime, century, or longer period, according to comparative human experience. The magnitude of the likely consequence of a hazard may be expressed in terms of the degree of incapacitation, number of people or costs involved. The frequency of occurrence of a hazard and the magnitude of its consequence may be compounded as the risk that it poses as shown in the "risk matrix" in Figure 2 below.

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

Figure 2: Compounded Risk Matrix

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

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

8.3.5.3 Risk Evaluation

In this step the Contractor will be required to compare the risks found during the analysis process with similar risks previously experienced for the purpose of deciding how to treat the risk. A useful systematic approach for this purpose is as follows:

- If the assessed risk exceeds similar risks that have occurred in the past and that are considered to be unacceptable, the assessed risk would require treatment depending upon its magnitude as discussed in Section 4.4.5, or
- If the assessed risk exceeds similar historical risks that are acceptable, treatment of the assessed risk will depend on the extent by which it exceeds the historical risks, or

- If the assessed risk is less than historical risks that are unacceptable, treatment of the assessed risk will depend on the extent by which it is less than the historical risks, or
- If the assessed risk is less than historical risks that are acceptable, the assessed risk would also be acceptable and would not require any treatment.

8.3.5.4. Risk Treatment

The contractor must select one or more options of modifying risks, and implementing those options. The option(s) selected must be covered in the safety plan and be followed as prescribed. Reference can be made to SANS31000:2009 for different risk treatment options. SANS 31000:2009, clause 5.5.3 may be consulted in preparing and implementing risk treatment plans.

8.3.6. Reporting and Recording of Risks

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

- Objectives and expected outcomes,
- Description of the Works under assessment,
- Summary of context of study
- Composition of risk assessment team, (including qualifications and relevant experience),
- Approach used to systematically identify risks,
- Identified risks (ranked in order of priority),
- Method adopted for assessing frequencies and consequences of risks,
- Consequences (ranked in order of magnitude),

- Identification of individuals and groups who may be affected by major hazards and risk and who may especially be at risk,
- Basis for defining safety standards to be achieved,
- Contractor's resources devoted to risk assessment,
- Actions proposed to reduce unacceptably high risks,
- Review effectiveness of existing safety measures to control risks, and
- Implementation of program of selected treatments (including controls to manage unacceptably high risks).

8.3.7. Monitoring and Review

The contractor must indicate in the safety plan the monitoring and review plan to be used during the construction work.

8.3.8. Communication and Consultation

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

8.4 Resources

8.4.1 General

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 85 of 1993 and all its

Regulations and related incorporated standards with regards to the resources and facilities intended for use on the project (construction work).

3.3.5.2 Employees

The Principal Contractor shall provide in his Health and Safety Plan his intended Staffing Organogram for the construction work. The organogram should include all applicable legal appointments and supervisors as contemplated in the Construction Regulations 2014.

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

The Principal Contractor's Health and Safety Plan should in addition cover at least the following aspects:

- The number of unskilled, semi-skilled and skilled (including Foreman, Charge hands, Artisans, Operators, Drivers, Clerks, Store man and Team Leaders) employees he intends employing on the Works,
- The health and safety training to be provided to the Contractor's employees,
- The program of the health and safety training,
- Systems for the review of the effectiveness of the training provided, and
- Systems to determine further training requirements throughout the construction period.

Pro-forma letters of appointment for the various inspectors, supervisors and issuers as contemplated in the Construction Regulations, 2014 are included in Annexure 1 to this specification for use by the Contractor. The Contractor shall ensure that he includes in his Health and Safety Plan the appointment letters for all his inspectors, supervisors and issuers appointed for the Works.

The Contractor may make other additional legal appointments that are applicable to the project.

8.4.3. Competencies

The Principal Contractor shall appoint competent person to perform duties that require competency.

8.4.4. Physical and Psychological Fitness

The Principal contractor shall ensure that all employees are in possession of a valid medical certificate of fitness to work in such an environment and issued by an occupational health practitioner in the form of Annexure 3 of the Construction regulations.

8.4.5 Subcontractors

The Contractor shall with reference to the use of subcontractors on the Works and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- The steps intended to ensure that his Subcontractors prepare, implement and maintain Health and Safety Plans,
- How health and safety information will be made available to his Subcontractors when changes are brought about to the design,
- How he intends determining that his Subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works,
- How he intends determining if his Subcontractors have made provision in their tenders for the cost of health and safety measures during the construction of the Works,
- How he intends satisfying himself on the competencies and resources of Subcontractors he intends appointing, and
- How he intends ensuring that his Subcontractors perform risk assessments prior to commencing their respective portions of the Works.

8.5 Fall Protection Equipment

The Contractor shall with reference to Section 10: Fall Protection Equipment of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Compilation of a fall protection plan,
- How the fall protection plan will be implemented and maintained,
- How employees will be screened and declared medically fit to work in areas where fall protection equipment is needed,
- How the safeguarding of persons, plant, vehicles, equipment and facilities on the construction site is contemplated,
- Training of staff working at heights and in the use of fall protection equipment,
- How a continuous assessment of the situation will be executed,
- How fall protection equipment will be inspected for safety, and
- How corrective actions will be implemented
- Emergency plans and procedures for treatment of incidents relating to falls from height.

8.6. Structures

The Principal Contractor is required to adhere to Section 11: Structures of the Construction Regulations 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How the uncontrolled fall of structures will be prevented
- How will maintenance of the structure be carried out

8.7. Temporary works

The Principal Contractor is required to adhere to Section 12: Temporary works 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 Temporary works will be carried out,
- How will the Principal Contractor ensure competent supervision of Temporary works
- How the erection of Temporary work structures will be managed,
- How the continuous assessment of the safety of Temporary work structures will be done,
- How the loading/moving of Temporary work structures will be managed or limited,
- How he intends to provide safe access for all work to be carried out above the foundation bearing level, and
- How he intends keeping records of the above.

8.8 Excavation work

Principal Contractor is required to adhere to Section 13: Excavation work, of the Construction Regulations, 2014.

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

- How will the Principal contractor ensure competent supervision of excavation work
- How will the Principal Contractor establish the stability of ground prior to excavations,
- What steps will the Principal Contractor follow to ensure that bolstering, shoring and bracing is sufficient to ensure the safety of the excavation, and
- What steps will the Contractor follow to ensure the equipment used to safeguard an excavation is sufficient and safe?

8.9. Demolition work

Principal Contractors is required to adhere to Section 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
- How he will comply with the explosives legislation where the demolishing work involves the use of explosives
- Dust control measures
- Noise control measures

8.10. Scaffolding (should it be required)

The Principal Contractor shall with reference to Section 16: Scaffolding of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Appoint competent person in writing for scaffolding operations supervision,
- How compliance with SABS 085 will be ensured,

- How scaffolding in use will be maintained,
- What systems are intended to ensure the safety of scaffolding used,
- What tests will be performed to establish the safety of scaffolding used, and
- Training plan for scaffold erectors and inspectors.

8.11. Suspended platform

The Principal Contractor shall with reference to Section 17: Suspended platforms of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Appoint in writing a competent person who will supervise all suspended platform works operations.
- What systems he intends using to ensure the safety of all suspended platforms,
- What tests will be performed to establish the safety of suspended platforms,
- How he intends maintaining suspended platforms being used, and
- How he will document the design, testing, maintenance and inspections of the suspended platforms.

8.12. Material hoists

The Principal Contractor shall with reference to Section 19: Materials Hoist, of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends confirming the construction stability of the material hoists,
- Appoint in writing a competent person to inspect material hoist
- What systems he intends using to ensure the safety of all material hoists,
- How inspections will be carried out daily

- What tests will be performed to establish the safety of all material hoists,
- How he intends maintaining the material hoists being used, and
- How he will document the design, testing, maintenance and inspections of all material hoists and
- Ensure competence of operators of hoist material
- What safety procedures and precautions are envisaged to ensure safe operation of the materials hoists?

8.13. Bulk Mixing Plant

The Principal Contractor shall with reference to Section 20: Bulk mixing plants of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- What systems he intends using to ensure the safety of all bulk mixing plants,
- Appointment in writing of a competent person to supervise the operation of the bulk mixing plant
- How he intends maintaining the bulk mixing plants in use, and
- How he will document the design, testing, maintenance and inspections of bulk mixing plants in use.

8.14. Explosive actuated fastening Device

The Principal Contractor shall with reference to Section 21: Explosive actuated fastening device, of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Appointing a competent person for operation, maintenance and use of explosive actuated fastening devices,
- How he intends controlling the issuing of explosive actuated fastening device,

- How he intends implementing safety procedures prior to use of explosive actuated fastening devices, and
- What safety measures will be required during the use of explosive actuated fastening devices?

8.15. Cranes

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

The Principal Contractor shall with reference to Section 22: Cranes, of the Construction Regulations 2014 and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

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

8.16. Construction vehicles and mobile plant

The Principal Contractor shall with reference to Section 23: Construction vehicles and mobile plant of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends ensuring that construction vehicles and mobile plant are:

- Of acceptable design and construction,
- Maintained and in good working order,
- Used according to design specifications, and
- Are protected from falling into excavations, water or areas lower than the working surfaces,
- How he intends ensuring that workers are competent, authorised and physically fit to operate construction vehicles and mobile plant,
- What traffic arrangements and safety precautions will be implemented to ensure safe operation of construction vehicles and mobile plant on the Works,
- How he intends to comply with the National Road Traffic Act 1996, and
- How he intends safeguarding employees against construction vehicles and mobile plant moving on the construction site.

8.17. Electrical Installation and Machinery on construction sites

This section of the specification shall be read in conjunction with the provisions contained in the Electrical Installation Regulations, 1992.

The Principal Contractor shall with reference to Section 24: Electrical Installation and machinery on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Appointment of competence person for all temporary control and inspection of all temporary electrical installations,
- How he intends safeguarding employees against electrical cables or apparatus under, over or on site, and
- How he will ensure that electrical installations are of adequate strength to withstand working conditions on a construction site.

8.18. Use and temporary storage of flammable liquids on construction sites

This section of the specification shall be read in conjunction with the provisions for the use and storage of flammable goods as determined in the General Safety Regulations.

The Principal Contractor shall with reference to Section 25: Use and temporary storage of flammable liquids on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How flammable liquids will be stored to minimize the risk of fire or explosions,
- How the contractor will identify a flammable store
- What safety precautions will be employed if ventilation of the flammable store is not possible,
- How access to flammable stores will be controlled,
- How empty vessels used for the storage of flammable liquids will be disposed of,
- What quantity of flammable liquids will be stored on the construction site,
- What systems are intended to ensure the safe storage of flammable liquids, and
- What retaining methods will be used to prevent the spreading of any spillage?

8.19. Water Environments

The Principal Contractor will be required to adhere to Construction Regulation 26: Water Environments, of the Construction Regulations, 2014.

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

- What precautions will the Contractor take to identify dangers where employees may fall into water
- What safety procedures and equipment will the Contractor implement to safeguard employees working at water environments

8.20. Housekeeping and general safeguarding on construction sites

Principal Contractors will be required to adhere to Section 27: Housekeeping and general safeguarding on construction sites, of the Construction Regulations, 2014.

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

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

- How will contractors ensure the neatness of construction sites
- What measures does the Contractor envisage to
 - Store and/or stack materials,
 - Remove debris from site,
 - Prevent unauthorized entrance to the site
 - Protect employees or passers-by from falling objects

8.21. Stacking and storage on construction site

This section of the specification shall be read in conjunction with the provisions for the stacking of articles contained in the General Safety Regulations.

The Contractor shall with reference to Section 28: Stacking and storage on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Who will supervise the stacking and storage of materials on site,
- What systems are intended to ensure the safe stacking and storage of materials on the site ,and
- How he will keep the storage areas neat and under control

8.22. Fire precaution on construction sites

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

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

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

- How the Principal Contractor will minimize the risk of fire on the site
- How the Principal Contractor will identify potential fire hazards
- What prohibitions the Contractor will implement to manage risk areas
- How many employees the Principal Contractor will train in firefighting as per risk assessment
- What organization the Principal Contractor envisage to combat fires on sites
- What precautions and procedures will be followed to evacuate employees in the case of a fire

8.23. Construction employees' facilities

Principal Contractors is required to adhere to Section 30: Construction welfare facilities of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Facilities Regulations, 1990 (as amended) and SANS 10400.

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

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

8.24. Operational Control of the Construction Site

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the execution of all categories of work.

8.24.1. Personnel Safety Equipment and Facilities

The Contractor shall comply with Section 2 of the General Safety Regulations, and shall in particular provide all necessary personnel protective equipment for his personnel for the duration of the construction period. To this end the Contractor shall without limiting his obligations indicate in his Health and Safety Plan:

- Identify training requirements in the use and maintenance of personal protective equipment,
- The type of personnel safety equipment he will provide,
- How he intends issuing it to his employees, and
- How he will maintain the personnel safety equipment issued.

8.24.2. Display of substituted notices and Signs

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

Area/Activity where construction sign is needed	Notice or sign required in
Display of notices and signs	General Safety Regulation 2b
Entry	General Safety Regulation 2 (c)
First Aid box	General Safety Regulation 3 (6)
Toilets and Change rooms	Facilities Regulation 2(5).4 (2) (f)

Hazardous and Chemical Storage area	General Safety Regulation 4 (8) (i) and (ii)
Machinery	General Machinery Regulation 9
Prohibition of smoking and eating or drinking at workplaces where high risk substances are stored or handled	Facilities Regulation 7

8.24.3. First Aid, Emergency Equipment and Procedures

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

- How he intends to ensure competence of first aiders and
- What emergency equipment will be used

8.24.4. Work in confined spaces

The Principal Contractor shall comply with Section 5 of the General Safety Regulations regarding work in confined spaces.

- How he intends to ensure competence of the people working in confined spaces.
- What steps to be taken to ensure the safety of the confined space and the air therein
- What measure he intends to put in place in case of emergency in a confined space

8.24.5. Welding, flame cutting, soldering and similar operations

The Principal Contractor shall comply with Section 9 of the General Safety Regulations, with regards to the welding, flame cutting, grinding, soldering or similar operations associated with pipework.

How the contractor intends it inform employees of the Safe operations and use of equipment and hazards which may arise

8.24.6 Ladders

The Principal Contractor shall with reference to Section13A of the General Safety Regulations and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends ensuring that ladders used are safe and constructed of materials approved for its intended use, and
- What precaution will be made to ensure the stability of ladders in use?

8.24.7. Environmental Conditions

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

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

8.24.8. Hazardous Chemical Substances

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

The Principal Contractor must discuss the following in detail in his safety plan in respect of each hazardous chemical substance that will be used in the works:

- Storage of substance
- Handling of substance
- Protective clothing and other devices to be used while handling the substance
- Medical surveillance.
- How will he ensure that employees are adequately and comprehensively informed and trained.

8.25. Implementation of Contractors' Health and Safety Plan

8.25.1. General

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

The Principal Contractor shall indicate the methods he intends using to ensure accurate record keeping of all critical elements identified in his risk assessment and covered in his Health and Safety Plan.

The Principal Contractor shall indicate:

- How internal audits will be carried out,
- How audit findings will be addressed,
- How he would implement the corrective measures and recommendations of internal audits or inputs of employees.
- How he intends to review the safety plans,

- How he would train staff and keep training records

8.25.2 Administrative Requirements

The Principal Contractor shall comply with the administrative requirements of the Occupational Health and Safety Act and Regulations 85 of 1993 and other legal requirements. The Principal contractor's administrative system will without limiting his obligations cover the following:

- Keeping of a safety file on site,
- Maintenance of his Health and Safety plan,
- Procedures to follow for the appointment of competent persons,
- Construction work permits (where applicable)
- Procedures to follow for notifications,
- Injury on duty [IOD] administration,
- Minutes of safety meetings,
- Inspection checklists/registers,
- Safe keeping of checklists/registers, and
- Internal audits documentation.

The Principal Contractor shall in particular ensure that at least one copy of the Occupational Health and Safety Act, 1993 and its Regulations is available on site for every 5 employees employed.

8.25.3. Incident Reporting, Investigation and Recording

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

The Principal Contractor shall report all incidents and or occurrences to the Client, investigate and keep record as contemplated by the Occupational Health and Safety Act 85 of 1993 and Regulations.

8.25.4. Training

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

- The hazards of any work he 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 Principal Contractor shall, without limiting his obligations, indicate in his Health and Safety Plan how he intends:

- Identifying the training needs of the personnel he intends employing, and
- Implementing the training identified
- What proof of induction training will be carried by his employees

8.25.4.1. General induction Training

- All members of the contractor's management as well as all the people appointed as responsible for Occupational Health and Safety in terms of the OHS Act, Construction Regulations and other Regulations are required to attend a general safety Induction
- All employees of the principal contractor and other contractors must be in possession of proof of Induction Training
- All subsequent and newly appointed employees must also be subjected to the Induction Training as soon as possible after the appointment but prior to start work on site.
- All visitors must undergo an induction training on arrival to site

8.25.4.2. Site Specific Induction Training

The principal contractor will be required to prepare the Task based Induction training based on the risk assessment for the contract work and train all employees who will be involved in the selected task. All employees must have a proof of such training and copies in the Safety File

8.25.4.3. Other Training

1. All operators, drivers and users of construction vehicles and mobile plants must be in possession of a valid proof of training and where applicable licenses and proof of competency
2. All employees in jobs requiring competence in terms of the OHS Act and Regulations must be in possession of valid proof of training.

8.25.4.4. Awareness and Promotion

The Principal Contractor is required to have a promotion and awareness program in place to create an Occupational Health and Safety culture within employees as well as subcontractors. The following are some of the methods that may be used:

- Toolbox Talks
- Posters
- Videos
- Competitions
- Participative activities such As Occupational Health and Safety Circles

8.26. Safety Meetings

The Principal Contractor shall conduct at least one formal safety meeting per month with his employees to ensure safety awareness and shall maintain appropriate records of attendance and meeting content. Such records shall be included in the safety file. The meetings shall address at least the following:

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

8.27. Occupational Health and Safety Committees

The principal contractor must establish Occupational Health and Safety committees consisting of all designated Occupational Health and Safety Representatives together with a number of management Representatives that are not allowed to exceed the number of Safety Reps on the committee. The members of the Safety Committee must be appointed in writing and the appointment letters must be in the Safety File.

The Safety Committee must meet but at least twice a month and consider at least the following agenda items:

- Opening and Welcome
- Members present, apologies and absent
- Minutes of previous meeting
- Matters arising from the previous meeting

- Safety Representatives inspection reports
- Incident and/or accident investigation reports
- Incident, accident and /or injury statistics
- Audit feedback
- Medical surveillance
- Endorsement of legal OHS registers and other statutory documents by a duly authorized representative of the principal contractor
- General
- Close and next meeting

8.28. Inspections and Monitoring

The Principal Contractor shall be required to inspect each workplace prior to works commencing to ensure that minimum control measures and protective equipment are in place and that by entering the workplace no person will be exposed to any hazard which could affect his health or safety. The Principal Contractor shall without limiting his obligations, indicate the following in his Health and Safety Plan:

- The inspection and monitoring procedures he intends employing to determine the safety of workplaces, and
- Who will be responsible for the checking of each workplace at the commencement of each shift?

The Principal Contractor shall include in his Health and safety Plan all the checklists he intends using during the inspection and monitoring of the implementation of his Health and Safety Plan.

The Principal Contractor can expect inspections of the works by any of the following parties:

- The Client or Safety Agent,
- Department of Labour Inspector or any authorized person appointed by the Minister as Chief Inspector or his representative.

The Client, Safety Agent or his representative will stop the work at any time under the following conditions:

- If the Contractor is not compliant with his Health and Safety Plan
- Imminent threat to the health and safety of any person on site
- Continuous non-conformance to corrective action requests.
- In the occurrence of section 24 incident

8.29. Auditing

8.29.1. Internal Audits

The Principal Contractor shall conduct periodic site audits as contemplated in section 7.(1.c.vii) of the Construction Regulations 2014

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

8.29.2. Audits by Client or Safety Agent

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

- i) The audit or follow-up audit are carried out during ordinary working hours, and
- ii) The Client or Safety Agent gives the Contractor at least 48 hours' notice of his intention to carry out such audits.

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

The Principal Contractor's employees as indicated in the OHS organogram and the Client's project manager will be present during any audit carried out by the Employer or his Safety Agent.

NB: The office space of the Principal contractor utilized for the project duration will be audited in line with the requirements of the Occupational Health and Safety Act 85 of 1993 and Regulations.

ANNEXURE 2

Identified Hazards

In terms of Regulation 5 (1) (a) of the Construction Regulations 2014, the client must prepare a baseline risk assessment for intended construction work project.

NOTE: The list of potential hazards is by no means intended to be all inclusive and is not limited to this list, and it remains the responsibility of the Contractor to identify all possible hazards with regards to his scope of work and to put measures in place to mitigate, reduce or control these hazards.

BASELINE RISK ASSESSMENTS:

RESURFACING AND REFURBISHMENT OF ALL WEATHER HARD SURFACES AT VARIOUS SPORT FACILITIES IN THE CITY OF TSHWANE

PROBABILITY		SERVERITY				
	0-5 = Low Risk	Insignificant (First Aid) 1	Minor (Medical Treatment) 2	Moderate (Lost Time) 3	Major (Disabling Incident) 4	Catastrophic (Fatality or more) 5
	6-10 = Moderate Risk					
	11-15 = High Risk					
	16-25 = Extremely High Risk					
	Consistent (Daily/Weekly) 5	5	10	15	20	25

Often (Monthly) 4	4	8	12	16	20
Frequent Multiple times per year) 3	3	6	9	12	15
Infrequent (Once a year) 2	2	4	6	8	10
Rare (Every 1 – 5 years) 1	1	2	3	4	5

Signed off by:	HIRA Team Leader: Trudie Conway	Date	OHS CO: Tshilidzi Netshitenzhe	Date	ONP: Alph Molefe	Date	Director: OEHSW Lehlohonolo Tamela	Date	Sectional H&S Manager: Busisiwe Motsepe	Date	RH: Godfrey Mnguni	Date
Initial HIRA date												

REF NO	STEP IN OPERATION	Hazard (what can go wrong)	RISK (probability / likelihood / chance – injury or damage may occur)	Consequences	SHE	Severity	Probability	Risk Ranking Score	Controls in place Hierarchy of controls: 1. Eliminate 2. Substitute 3. Engineering controls 4. Signs/notices/admin controls 5. PPE	Additional Controls
1.	The safe handling, storage and use of the equipment	1. Injury to self 2. Exposure to damaged equipment 3. Exposure to running equipment 4. Contracting COVID 19	1. Low 2. Low 3. Moderate 4. Moderate	1. Death; 2. Injuries; 3. Serval injuries 4. Exposure to COVID 19	S H	2	3	6	1. PPE – Wear safety gloves, safety glasses and dust masks 2. Daily inspection of tool and equipment 3. Adhere to Standard operating procedure 4. Adhere to COVID-19 protocols	

REF NO	STEP IN OPERATION	Hazard (what can go wrong)	RISK (probability / likelihood / chance – injury or damage may occur)	Consequences	SHE	Severity	Probability	Risk Ranking Score	Controls in place Hierarchy of controls: 1. Eliminate 2. Substitute 3. Engineering controls 4. Signs/notices/admin controls 5. PPE	Additional Controls
2	Exposure to the Elements	1. Severe heat / cold 2. Thunderstorm	1. Moderate	1. Sunstroke 2. Hit by Lightning	H	4	1	4	1. Stay hydrated, wear sun hat, dress appropriately 2. Stop working when storm approaches and seek shelter	
3	Transportation of equipment and employees	1. Driving without a licenses 2. Equipment not properly packed 3. Overloading of passengers	1. Moderate	1. Traffic Fine 2. Roiling vehicle and falling equipment 3. Cross contamination of COVID -19	S H		5	20	1. Check Vehicle Driver's license yearly 2. Toolbox talk on packing and securing of equipment while travelling 3. Adhere to allowed loads and COVID 19 Regulations while travelling.	
4	COVID 19 Exposure	1. Virus infection	1. High	1. Touching and breathing in virus spores. 2. No social distancing between workers, 3. No regular washing of equipment and hands, not wearing prescribed face masks, 4. No use of sanitizer.	H	2	4	8	1. Training on Covid-19, 2. Regular screening of workforce, 3. Keep social distancing adherence, 4. Washing of hands, issuing of soaps, 5. Disinfecting buildings, vehicles, and materials daily.	

The task should not proceed if the risk rating after the controls are implemented is still HIGH or EXTREME.

ANNEXURE 3
MANDATORY AGREEMENT (SECTION 37.2)

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 BETWEEN
THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY
(Hereinafter referred to as the "CLIENT")
AND

.....

Herein represented by in
his/her capacity as duly
authorised by virtue of a resolution dated
Attached hereto as Annexure A of the said
(hereinafter referred to as the "CONTRACTOR").

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

.....
.....

Contract number

.....
.....

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

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

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.

2. The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with: Provided that should the CLIENT prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations and the CONTRACTOR expressly absolves the CLIENT from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures as the case may be.

4. The CONTRACTOR agrees that any duly authorized officials of the CLIENT shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with this undertaking as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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

Thus signed at PRETORIA for and on behalf of the CLIENT on this the.....day of..... 20

AS WITNESSES:

1.

2.

.....

SIGNATURE

Copyright © 2014

City of Tshwane

In compliance with
the CIDB Standard
for Uniformity

.....

NAME AND SURNAME

.....

CAPACITY

Thus signed at PRETORIA for and on behalf of the CONTRACTOR on this the

..... day of 20

AS WITNESSES:

1.

2.

.....

...

SIGNATURE

.....

NAME AND SURNAME

.....

CAPACITY

ANNEXURE 4
ACKNOWLEDGEMENT OF RECEIPT OHS SPECIFICATION

Acknowledgement of receipt of OHS Specification:

Name of Designer/Contractor

I, the undersigned, hereby acknowledge that I have obtained copies of OHS Specification and confirm full compliance to the conclusion of project or construction work.

Signed aton this Day of.....20.....

Signature of Designer /Contractor Manager

Date

Signature of Contractor Supervisor

Date

Witness 1 Witness 2

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City of Tshwane

In compliance with
the CIDB Standard
for Uniformity