



ROADS & TRANSPORT DEPARTMENT

TRANSPORT INFRASTRUCTURE DESIGN & CONSTRUCTION DIVISION

TENDER REFERENCE: RTD 14-2024/25

RTD 14-2024/25: TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF STORMWATER SYSTEMS IN RAMOTSE NETWORK 1A, 1C AND 1F FOR A PERIOD OF 18 MONTHS

VOLUME 1

A Tender for Category 7CE or higher CIDB registered Contractors

ISSUED BY:	PREPARED BY:
The Divisional Head Transport Infrastructure Design & Construction Division PO Box 1409 PRETORIA 0001 Tel: 012 358-3768	 Nevhutalu Consulting Engineers 521 Zuzette Street MORELETA PARK 0044 Tel: 012 993-0152

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

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PORTION 1: TENDER

PART T1: TENDER PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

RTD14-2024/25

**CITY OF TSHWANE
ROADS AND TRANSPORT DEPARTMENT**

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORMWATER SYSTEMS IN RAMOTSE NETWORK 1A,1C & 1F FOR A PERIOD OF 18 MONTHS

Tenders are hereby invited for the above tender.

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

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

Tenders will be evaluated on the basis of awarding points for the **80/20 or 90/10 Preference** Point System will be applied to this tender.

A **COMPULSORY BRIEFING MEETING** with a representative of the Employer will take place at the boardroom of the **Centurion Council Chamber, cnr Basden Avenue and Rabie Street, Lyttelton on 9th of May 2025 at 10h00.**

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

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of **90 days** after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Municipality.

The closing time for receipt of tenders is **10h00 on the 27 May 2025.** Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to the Executive Director, SUPPLY CHAIN MANAGEMENT, PRETORIA, 0001 and must be submitted in the tender box situated at **Tshwane House, 320 Madiba Street, Pretoria, 0002.** Tenders will be opened at the latter address at the time indicated.

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

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive together with the hard copy of the Bid/Proposals”.

ENQUIRIES:	Employers Agent:	Pauline Letsoalo
	Tel (Office):	012 358 2589
	E-Mail:	paulinem@tshwane.gov.za

T1.2 TENDER DATA

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

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

CLAUSE NUMBER	TENDER DATA
C.1.1 Actions	The Employer is City of Tshwane Metropolitan Municipality
C.1.2 Tender Documents	<p><u>Volume 1: Tender Document</u></p> <p>THE TENDER</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 – Tender Notice and Invitation to Tender</p> <p>T1.2 – Tender data</p> <p>T1.3 – Standard Conditions of Tender</p> <p>Part T2: Returnable documents</p> <p>T2.1 – List of returnable documents</p> <p>T2.2 – Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 – Form of offer and acceptance</p> <p>C1.2 – Contract data</p> <p>C1.3 – Form of guarantee</p> <p>C1.4 – Guarantee (Cash deposit)</p> <p>C1.5 – Health and safety agreement</p> <p>C1.6 – Adjudicators contract</p> <p>Part C3: Scope of work</p> <p>C3 – Scope of work</p> <p>Part C4: Site information</p> <p>C4 – Site information</p> <p><u>Volume 2: Tender Drawings</u></p>
C.1.3 Interpretation	Add the following new clause:
C.1.3.4	<i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i>
C.1.4 Communication and Employer's Agent	<p>Agent: Nevhutalu Consulting Engineers</p> <p>Address: 521 Zuzette Street MORELETA PARK 0044</p> <p>Tel: 012 993 0152</p> <p>E-Mail: admin@nevhutalu.co.za</p>
C.2.1 Eligibility	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contract grading designation equal to or higher

CLAUSE NUMBER	TENDER DATA
	<p>than a contractor grading designation determined in accordance with the sum tendered for a 7CE or higher class of construction work, are eligible to submit tenders.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of a joint venture is registered with the CIDB within 10 days of the closing date of tenderers; 2. the lead partner has a contractor grading designation in the 6CE or higher class of construction work; and 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation in accordance with the sum tendered for a 7CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.
C.2.2	<p>Cost of Tendering</p> <p>The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.</p>
C.2.5	<p>Reference Documents</p> <p>Add the following:</p> <p>Unless specified otherwise in this document, the following standards and conditions of contract will be applicable under this Contract:</p> <ul style="list-style-type: none"> • The document <i>“Standard Specifications for Municipal Civil Engineering Works”, Third Edition, 2005</i> issued by the Divisional Head: Roads and Stormwater of the City of Tshwane. <p>This document is obtainable free of charge on the website www.tshwane.gov.za.</p> <ul style="list-style-type: none"> • The latest print version as current at 30 days before close of tenders of the document <i>“General Conditions of Contract for Construction Works 3rd Edition, 2015</i> including corrections thereto as current at 30 days before close of tenders, as published by the <i>South African Institution of Civil Engineering</i>. <p>The document may be purchased in hard copy from the <i>South African Institution of Civil Engineering</i> or may be purchased online as an electronic reference document in PDF format by following the relevant links on www.saice.org.za. The corrections may be downloaded from the SAICE website www.saice.org.za.</p>
C.2.7	<p>Briefing meeting</p> <p>The arrangements for a compulsory briefing meeting are as stated in the tender notice and invitation to tender</p> <p>Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to and tenders received from those tendering entities appearing on the attendance register.</p> <p>Tender documents will be made available in the City of Tshwane website(www.tshwane.gov.za).</p>
C.2.8	<p>Seek clarification</p> <p>Replace the clause with the following:</p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least 7 (seven) working days before the closing time stated in the tender data.</i></p>
C.2.9	<p>Insurance</p> <p>Add the following to the clause</p>

CLAUSE NUMBER	TENDER DATA
	<p>Accept that the submission of a tender shall be construed as an acknowledgement by the tenderer that he is satisfied with, where applicable, the insurance cover the Employer will affect under the contract.</p>
C.2.12 Alternative offers	<p>Alternative tender offers will not be considered.</p>
C.2.13 Submitting a tender offer	<ul style="list-style-type: none"> • The tender offer shall be completed in non-erasable black ink • Any entry made by the tenderer in the document which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in non-erasable black ink and the full signature of the tenderer shall be placed next to the correction.
C.2.13.2	<p>Replace the contents of the clause with the following:</p> <p><i>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</i></p> <p><i>All volumes are to be left intact in original format and no pages shall be removed or re-arranged</i></p>
C.2.13.3	<p>Parts of each tender offer communicated on paper shall be submitted as an original, plus a scanned copy in PDF format on a Memory stick/flash disc (USB).</p> <p>In addition to the hard copy submission, each tenderer is required to submit a scanned copy of the fully completed and signed tender submission document.</p> <p>This is to be on a flash disc (USB) attached to the original tender submission documents, adequately identifiable as belonging to the tenderer, be in PDF format scanned, and be in full colour.</p>
C.2.13.4	<p>Add the following to the clause</p> <p><i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i></p> <p><i>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</i></p> <p><i>In the case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.</i></p> <p><i>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf.</i></p> <p><i>In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in the Tender.</i></p> <p><i>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a resolution of each company of the joint venture together with a resolution by its members</i></p>

CLAUSE NUMBER	TENDER DATA
	<p><i>authorising a member of the joint venture to sign the documents on behalf of the joint venture.</i></p> <p><u>Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.</u></p>
<p>C.2.13.5</p>	<p>The identification details are:</p> <p>Tender/Reference: RTD 14 2024/25</p> <p>Tender Description: Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 18 Months</p> <p>Closing Time: 10h00</p> <p>Closing Date: 27 May 2025</p> <p>Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be submitted (HAND DELIVERED) at:</p> <p style="text-align: center;">Supply Chain Management Tshwane House 320 Madiba Street Pretoria CBD 0002</p> <p>Please note that the tender box is open 24 hours. Please ensure that all required compliance documents are included upon submission as no additional documents will be requested from bidders after closing.</p> <p>BIDDERS MUST PLEASE ENSURE THAT THEY SIGN THE SUBMISSION REGISTER UPON HANDING IN THE DOCUMENTS.</p>
<p>C.2.13.9</p>	<p>Telephonic, telegraphic, telex, facsimile or e-mailed offers will <u>not</u> be accepted</p>
<p>C.2.13.10</p>	<p>Add the following sub- clause C.2.13.10:</p> <p><i>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</i></p>
<p>C.2.14 Information and data to be completed in all respects</p>	<p>Add the following to the clause:</p> <p><i>The Tenderer is required to enter information in the following sections of the document:</i></p> <p><i>Section T2.2 : Returnable Schedules</i> <i>Section C1.1 : Form of Offer and Acceptance</i> <i>Section C1.2 : Contract Data (Part 2)</i> <i>Section C2.2 : Pricing Schedule</i></p> <p><i>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</i></p>

CLAUSE NUMBER	TENDER DATA
	<p><i>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</i></p> <p><i>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</i></p> <p><i>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</i></p> <p><i>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.</i></p> <p><i>Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.</i></p>
C.2.15 Closing time	The closing time for submission of tender offers is stated in the tender notice and invitation to tender.
C.2.16 Tender offer validity C.2.16.5	<p>The tender offer validity period is 90 days.</p> <p>Add the following new clause</p> <p><i>If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</i></p>
C.2.16.6	<p>Add the following new clause:</p> <p><i>Accept that should the Tenderer unilaterally withdraw his tender during the tender validity period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed</i></p>
C.2.18 Provide other material	The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19 Inspections, tests and analysis	<p>Add the following at the end of the clause:</p> <p><i>....or upon written request.</i></p>

CLAUSE NUMBER		TENDER DATA
C.2.20	Submit securities, bonds, policies, etc.	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the performance bond to the format included in Section C1.3 of Part C1 Agreements and Contract Data of this document.
C.2.23	Certificates	Refer to Part T2 of this procurement document for a list of the documents that are to be returned with the tender.
C.2.24	<i>Conditions Associated with the Granting of Preferences</i>	Add the following new clause <i>The Tenderer, undertakes to:</i> a) <i>engage one or more Targeted Enterprises / Targeted Labour in accordance with the provisions of the SANS 1914 as varied in the Procurement Section of the Scope of Works;</i> b) <i>deliver to the Employer, within 5 working days of being requested in writing to do so, a Targeted Enterprise Declaration Affidavit in respect of all Targeted Enterprises engaged at prime contract level to satisfy Contract Participation Goal requirements;</i> c) <i>accept the sanctions set out in the Scope of Works should such conditions be breached.</i>
2.25	<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 agent 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>
C2.26	<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> a) <i>who is in the service of the state; or</i> b) <i>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i> c) <i>a person who is an advisor or consultant contracted with the municipality or municipal entity.</i> <i>In the service of the state means to be -</i> a) <i>a member of:-</i> <ul style="list-style-type: none">• <i>any municipal council;</i>• <i>any provincial legislature; or</i>• <i>the National Assembly or the National Council of Provinces;</i> b) <i>a member of the board of directors of any municipal entity;</i> c) <i>an official of any municipality or municipal entity;</i> d) <i>an employee of any national or provincial department;</i> e) <i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i> f) <i>a member of the accounting authority of any national or provincial public entity;</i> <i>or</i> g) <i>an employee of Parliament or a provincial legislature.</i> <i>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</i>
		Add the following new clause

CLAUSE NUMBER	TENDER DATA
<p>C2.27 Awards to close family members of persons in the service of the state</p>	<p>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 -</p> <ul style="list-style-type: none"> a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Part T2 of this procurement document must be completed.</p>
<p>C2.28 Vendor registration</p>	<p>Add the following new clause</p> <p>The contractor will required registering as a supplier/ service provider on the City of Tshwane’s vendor register before any payment can be done.</p> <p>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.</p> <p>Vendor registration documents are available from the Procurement Advice Centre or can be downloaded from</p> <p>All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this http://www.tshwane.gov.za/business/supplychain/vendor registration clause.</p>
<p>C2.29 Tax</p>	<p>Add the following new clause</p> <p>National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that:</p> <p>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.</p> <p>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</p> <p>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</p>
<p>C.3.1 Respond to requests from the tenderer</p> <p>C.3.1.1</p>	<p>The employer will respond to requests for clarification up to 7 (seven) working days before the tender closing time.</p>

CLAUSE NUMBER		TENDER DATA						
C.3.4	Opening of tender submissions	Upon request tenders will be opened immediately after the closing time for tenders. Bidders are also requested to refer to the City's website where the closing register will be published.						
C.3.8 C.3.8.2	Test for responsiveness	<p>Add the following to the sub-clause:</p> <p>Failure on the part of the Tenderer to submit a tender offer as stipulated in clause C2.13 prior to the closing time as stipulated in clause C2.15 shall be just cause for the Employer to consider the tender offer as being non-responsive.</p> <p>Failure on the part of the Tenderer to submit any one of the returnable documents or certificates listed in clause C2.23 within the period stipulated shall be just cause for the Employer to consider the tender offer as being non-responsive.</p>						
C.3.9	Arithmetical errors, omissions and discrepancies	<p>Replace the contents of the clause with the following: Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <ol style="list-style-type: none"> a) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected. b) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the corrected total of the prices shall govern. c) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern. <p>Notify a tenderer upon written request received after the closing date of tenders of all arithmetical errors made by that particular tenderer.</p>						
C.3.11	Evaluation of tender offers	<p>Add the following new clause:</p> <p>Stages of Evaluation.</p> <p>The following stages of evaluation will be applicable for this tender</p> <p>Stage 1: Administrative Compliance Stage 2: Mandatory Requirements Stage 3: Preference Points System Price</p> <p>1.1 STAGE 1: ADMINISTRATIVE COMPLIANCE</p> <p>All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Compulsory Returnable Documentation (Submission of these are compulsory)</th> <th style="width: 15%;">Submitted (YES or NO)</th> <th style="width: 25%;">Checklist (Guide for Bidder and the Bid Evaluation Committee)</th> </tr> </thead> <tbody> <tr> <td>a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <ul style="list-style-type: none"> • A copy of their Tax Clearance Certificate (TCS); or </td> <td></td> <td>TCS must be in the same business name as the bidding company. TCS must be valid. Tax status must be compliant before the award.</td> </tr> </tbody> </table>	Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)	a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <ul style="list-style-type: none"> • A copy of their Tax Clearance Certificate (TCS); or 		TCS must be in the same business name as the bidding company. TCS must be valid. Tax status must be compliant before the award.
Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)						
a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <ul style="list-style-type: none"> • A copy of their Tax Clearance Certificate (TCS); or 		TCS must be in the same business name as the bidding company. TCS must be valid. Tax status must be compliant before the award.						

CLAUSE NUMBER	TENDER DATA		
	<ul style="list-style-type: none"> Indicate their tax compliance status PIN. 		
	b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid. Tax status must be compliant before the award.
	c) Confirmation that the bidding company's rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
	d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
	e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or		All documents fully completed (i.e. no blank spaces)? All documents fully signed? Signature authorized (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority

CLAUSE NUMBER	TENDER DATA		
	<p>delegation of authority should be submitted with the bid document.</p> <p>NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u></p>		<p>would be required? Documents completed in black ink (i.e. no “Tippex” corrections, no pencil, no other colour ink, or non-submission of the above, will be considered)?</p>
	<p>f) Financial Statements for the most recent three (3) years or financial statements from date of existence for companies less than three years old.</p> <p>NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</p> <p>If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.</p>		<p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <p>Are Audited financial statements provided (Audited financials must be signed by auditor)? Or proof that the bidder is not required by law to prepare audited financial statements.</p>
	<p>g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.</p> <p>NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.</p>		<p>If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.</p>
	<p>h) Bidder attended a compulsory briefing session where applicable</p>		<p>A compulsory briefing register must be signed by the bidder.</p> <p>Bidders will be disqualified should they fail to attend compulsory briefing session</p>

CLAUSE NUMBER	TENDER DATA													
	<p>i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.</p>	<p>Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified.</p> <p>Bidder will be disqualified should they make corrections on the price schedule without attaching a signature thereto.</p> <p>Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.</p>												
<p>1.2 MANDATORY REQUIREMENTS</p>														
<p>The following information is mandatory, failure to provide any of them, will render the bidder disqualified:</p>														
<table border="1"> <thead> <tr> <th data-bbox="518 1095 1011 1144">Mandatory criteria</th> <th data-bbox="1011 1095 1444 1144">Supporting evidence</th> </tr> </thead> <tbody> <tr> <td data-bbox="518 1144 1011 1265">CIDB Grading of 7CE or higher.</td> <td data-bbox="1011 1144 1444 1265">Valid CIDB grading certificate</td> </tr> <tr> <td data-bbox="518 1265 1011 1496">Company's Experience</td> <td data-bbox="1011 1265 1444 1496">Tendering Company's experience of at least 3 successfully completed Roads and Stormwater Systems projects. (attach appointment letters and completion certificates as proof).</td> </tr> <tr> <td data-bbox="518 1496 1011 1727">A bank rating letter not older than 3 months from an approved financial institution accredited by FSCA and/or NCR</td> <td data-bbox="1011 1496 1444 1727">-Minimum rating to be considered is C.</td> </tr> <tr> <td data-bbox="518 1727 1011 1821">Performance Guarantee</td> <td data-bbox="1011 1727 1444 1821">Letter of intent – performance guarantee</td> </tr> <tr> <td data-bbox="518 1821 1011 2024">Construction Manager - The Construction Manager must have a minimum qualification of a National Diploma in Civil Engineering or equivalent qualification coupled with a minimum 5 years' experience.</td> <td data-bbox="1011 1821 1444 2024">Curriculum vitae and certified copy of qualification</td> </tr> </tbody> </table>			Mandatory criteria	Supporting evidence	CIDB Grading of 7CE or higher.	Valid CIDB grading certificate	Company's Experience	Tendering Company's experience of at least 3 successfully completed Roads and Stormwater Systems projects. (attach appointment letters and completion certificates as proof).	A bank rating letter not older than 3 months from an approved financial institution accredited by FSCA and/or NCR	-Minimum rating to be considered is C.	Performance Guarantee	Letter of intent – performance guarantee	Construction Manager - The Construction Manager must have a minimum qualification of a National Diploma in Civil Engineering or equivalent qualification coupled with a minimum 5 years' experience.	Curriculum vitae and certified copy of qualification
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CLAUSE NUMBER	TENDER DATA		
	<i>Level 4</i> <i>Level 5</i> <i>Level 6</i> <i>Level 7</i> <i>Level 8</i> <i>Non-compliant</i>	<i>5 Points</i> <i>4 Points</i> <i>3 Points</i> <i>2 Points</i> <i>1 Point</i> <i>0 Points</i>	Micro Enterprises or CIPC BBEE certificate.
	<i>EME and/ or QSE</i>	2	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE certificate
	<i>At least 51% Women owned companies</i>	2	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
	<i>At least 51% owned companies by People with disability</i>	2	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
	<i>At least 51% owned companies by Youth</i>	2	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
	<i>Local Economic Participation</i>		<i>Municipal Account statement/Lease agreement.</i>
	<i>City of Tshwane Participants</i>	4	
	<i>Gauteng Participants</i>	2	
	<i>National participants</i>	1	
<p>Add the following new clause:</p> <p><i>The 90/10 preference point system for acquisition of services, works or goods above a Rand value of R50 million:</i></p> <p style="text-align: center;">(a) <i>The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value above R50 000 000 (all applicable taxes included):</i></p>			

CLAUSE NUMBER	TENDER DATA	
	<p style="text-align: center;">(i) $P_s = 90 \times \left[1 - \left(\frac{P_t - P_{min}}{P_{min}} \right) \right]$</p> <p>Where</p> <p>$P_s$ = Points scored for comparative price of tender or offer under consideration;</p> <p>P_t = Comparative price of tender of offer under consideration; and</p> <p>P_{min} = Comparative price of lowest acceptable tender or offer.</p> <p style="text-align: center;">(ii) An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R 30 000, if and when appropriate.</p> <p style="text-align: center;">(b) Subject to subparagraph (c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:</p> <p style="text-align: center;">A maximum of 10 points may be allocated in accordance with</p> <p style="text-align: center;">(c) subparagraph (b)</p> <p style="text-align: center;">(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).</p> <p>The contract must be awarded to the tender who scores the highest total number of points.</p>	
	Specific goals	90/10 preference point system
	Proof of specific goals to be submitted	
	BB-BEE score of companies <ul style="list-style-type: none"> • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant 	<ul style="list-style-type: none"> • 4 Points • 3.5 Points • 3 Points • 2.5 Points • 2 Points • 1.5 Points • 1 Points • 0.5 Point • 0 Points
	EME and/ or QSE	1 Point
		Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.
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CLAUSE NUMBER	TENDER DATA		
	At least 51% of Women-owned companies	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
	At least 51% owned companies by People with disability	1 Point	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
	At least 51% owned companies by Youth	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
	Local Economic participation <ul style="list-style-type: none"> • City of Tshwane • Gauteng • National 	2 Points 1 Points 1 Point	Municipal Account statement/Lease agreement.

CLAUSE NUMBER	TENDER DATA
<p>C.3.13 Acceptance of Tender Offer</p>	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a.) the tenderer has complied in full with all the eligibility criteria b.) the tenderer is able to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no.7 of 2017/18 c.) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Section C1.3 of this procurement document; d.) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. e.) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; f.) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; g.) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer’s Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. h.) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; i.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; j.) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
<p>C.3.17 Copies of Contract</p>	<p>One signed copy of contract shall be provided by the Employer to the successful Tenderer.</p>

T1.3 STANDARD CONDITIONS OF TENDER

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Part T1: Tender Procedures

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C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

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

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

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

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

C.1.4 Communication and Employer's agent

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

C.1.5 Cancellation and re-invitation of tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, test and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The Employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the Employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

Contract: **RTD 14 2024/25:** Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 16 Months

Part T2: Returnable Documents

PART T2: RETURNABLE DOCUMENTS

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Part T2: Returnable Documents

T2.1 LIST OF RETURNABLE DOCUMENTS

RD.A MANDATORY RETURNABLE DOCUMENTS

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

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

RD.B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

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

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Valid B-BBEE Status Level of Contributor Certificate	Form RD.B.1	
MBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations, 2022	Form RD.B.2	
B-BBEE Exempted Micro Enterprise – Sworn Affidavit	Form RD.B.3	
Promotion of local enterprises (Local Economic Participation)	Form RD.B.4	
Certified copy of Identity Document/s proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)	Form RD.B.5	
Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers) proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)	Form RD.B.6	

Contract: **RTD 14 2024/25:** Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 16 Months

Part T2: Returnable Documents

RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Proof of registration on CSD with National Treasury	RD.C.1	
MBD 5: Declaration for procurement above R10 million (all applicable taxes included)	RD.C.2	
Proof of Registration with CIDB	RD.C.3	
Compliance with OHSA (Act 85 of 1993)	RD.C.4	
Record of services provided to organs of state	RD.C.5	
Schedule of plant and equipment	RD.C.6	
Status of concern submitting tender	RD.C.8	
Classification of business	RD.C.9	
Letter of intent to provide a performance bond	RD.C.10	

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

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

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

T2.2 RETURNABLE SCHEDULES

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FORM RD.A.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of Enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD number:

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

Name*	Identity Number*	Personal Income Tax Number*

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

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

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

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

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

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

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

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

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full name of bidder or his/her representative:

3.2 Identity Number:

3.3 Position occupied in Company:
(director, trustee, shareholder²)

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

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

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

Part T2: Returnable Documents

3.8 Are you presently in the service of the state?

YES	NO
-----	----

If yes, furnish particulars _____

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

YES	NO
-----	----

If yes, furnish particulars _____

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

YES	NO
-----	----

If yes, furnish particulars _____

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

YES	NO
-----	----

If yes, furnish particulars _____

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

YES	NO
-----	----

If yes, furnish particulars _____

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

YES	NO
-----	----

If yes, furnish particulars _____

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

YES	NO
-----	----

If yes, furnish particulars _____

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

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

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

Contract: **RTD 14 2024/25**: Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 16 Months

Part T2: Returnable Documents

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

Contract: **RTD 14 2024/25**: Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 16 Months

Part T2: Returnable Documents

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

1. This Municipal Bidding Document (MBD) must form part of all bids ³invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or bid rigging⁴). Collusive tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. Take all reasonable steps to prevent such abuse;
 - b. Reject the tender of any tenderer if that tenderer or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the tendering process or the execution of the contract.
4. This will serve as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination must be completed and submitted with the tender.

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

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

Contract: **RTD 14 2024/25:** Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 16 Months

Part T2: Returnable Documents

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

RTD 14 2024/25: Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 18 Months

in response to the invitation for the tender made by

City of Tshwane Metropolitan Municipality

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

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

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

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

Contract: **RTD 14 2024/25**: Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 16 Months

Part T2: Returnable Documents

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

Contract: **RTD 14 2024/25**: Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 16 Months

Part T2: Returnable Documents

FORM RD.A.5 CERTIFICATE OF AUTHORITY OF SIGNATORY

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

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

Held at: _____ (place)

On: _____ (date)

RESOLVED that:

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

Tender Number:	RTD 14 2024/25
Tender Description:	Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 18 Months

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

and who will sign as follow:

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

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

NAME	CAPACITY	SIGNATURE

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

Contract: **RTD 14 2024/25:** Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 16 Months

Part T2: Returnable Documents

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

*Joint venture/consortium name: _____

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

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

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

Note:

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

Contract: **RTD 14 2024/25**: Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 16 Months

Part T2: Returnable Documents

FORM RD.A.7 BANK RATING

The service provider must provide proof of financial support from an institution accredited by FSCA and/or NCR as proof of financial capacity. Proof of financial support shall be on the financial institution letterhead and shall be stamped/signed by the Financial Institution. In order to clarify the requirement above, the following will be accepted as proof of financial support:

- A bank rating letter not older than 3 months from an approved financial institution must be provided.
- Minimum rating to be considered is C.

Contract: **RTD 14 2024/25**: Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 16 Months

Part T2: Returnable Documents

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

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

NOTE:

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

FORM RD.B.2 MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this tender is estimated *not to exceed* R50 million and therefore the **80/20 and 90/10** system shall be applicable.

1.3 Preference points for this tender shall be awarded for:

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

1.3.1 The points for this tender are allocated as follows:

	POINTS
PRICE	<i>80</i>
B-BBEE STATUS LEVEL OF CONTRIBUTION	<i>20</i>
Total points for Price, B-BBEE must not exceed	100

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

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

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

2. DEFINITIONS

2.1 **all applicable taxes** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

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- 2.2 **B-BBEE** means broad-based black economic empowerment as defined in Section 1 of the Broad-Based Black Economic Empowerment Act.
- 2.3 **B-BBEE Status Level of Contributor** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 2.4 **Broad-Based Black Economic Empowerment Act** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 2.5 **comparative price** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
- 2.6 **consortium or joint venture** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.7 **contract** means the agreement that results from the acceptance of a tender by an organ of state.
- 2.8 **EME** means any enterprise with an annual total revenue of R5 million or less.
- 2.9 **firm price** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
- 2.10 **functionality** means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder.
- 2.11 **non-firm prices** means all prices other than **firm** prices.
- 2.12 **person** includes a juristic person.
- 2.13 **rand value** means that total estimated value of a contract in South African currency, calculated at the time of tender invitations and includes all applicable taxes and excise duties.
- 2.14 **sub-contract** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.15 **tender** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services works or goods, through price quotations, advertised competitive bidding processes or proposals.
- 2.16 **total revenue** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007.
- 2.17 **trust** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **trustee** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

Contract: **RTD 14 2024/25:** Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 16 Months

Part T2: Returnable Documents

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 AND 90/10 PREFERENCE POINT SYSTEM

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

80/20

90/10

$$P_S = 80 \left(1 - \frac{P_T - P_{MIN}}{P_{MIN}} \right) \qquad P_S = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

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 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender.
- 5.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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Part T2: Returnable Documents

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

80/20:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
BB-BEE score of companies		
Level 1	8 Points	
Level 2	7 Points	
Level 3	6 Points	
Level 4	5 Points	
Level 5	4 Points	
Level 6	3 Points	
Level 7	2 Points	
Level 8	1 Point	
Non-compliant	0 Points	
EME and/or QSE	2	
At least 51% Women owned companies	2	
At least 51% owned companies by People with disability	2	
At least 51% owned companies by Youth	2	
Local Economic Participation		
City of Tshwane Participants	4	
Gauteng Participants	2	
National participants	1	

90/10

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
BB-BEE score of companies		
Level 1	4 Points	
Level 2	3.5 Points	
Level 3	3 Points	
Level 4	2.5 Points	
Level 5	2 Points	
Level 6	1.5 Points	
Level 7	1 Point	
Level 8	0.5 Points	
Non-compliant	0 Points	

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EME and/or QSE	1	
At least 51% Women owned companies	1	
At least 51% owned companies by People with disability	1	
At least 51% owned companies by Youth	1	
Local Economic Participation		
City of Tshwane Participants	2	
Gauteng Participants	1	
National participants	1	

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm:

5.4 Company registration number:

5.5 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

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

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not

Contract: **RTD 14 2024/25**: Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 16 Months

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exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution, if deemed necessary.

NAME:
(in BLOCK letters)

CAPACITY:
(of authorized agent)

SIGNATURE:
(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1.

2.

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FORM RD.B.3 VALID B-BBEE STATUS LEVEL OF CONTRIBUTOR CERTIFICATE

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

NOTE:

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

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

I, the undersigned

Full Name & Surname																		
Identity Number								-						-			-	

Hereby declare under oath as follow:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

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

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

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

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

FORM RD.B.4 PROMOTION OF LOCAL ENTERPRISES

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

80/20 preference point system applies:

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

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

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

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

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:	_____

Contract: **RTD 14 2024/25** Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 18 months

Part T2: Returnable Documents

Date:

FORM RD.B.5 AT LEAST 51% WOMEN OWNED COMPANIES AND AT LEAST 51% OWNED COMPANIES BY YOUTH

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

	Promotion of At least 51% Women owned companies and At least 51% owned companies by youth
No Response (score 0)	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
Good (score 1)	Certified copy of Identity Document/s that proof that company is 51% owned by Women and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership
Good (score 1)	Certified copy of Identity Document/s that proof that company is 51% owned by youth and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership

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

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

FORM RD.B.6 AT LEAST 51% OWNED COMPANIES BY PEOPLE WITH DISABILITY

Contract: **RTD 14 2024/25** Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 18 months

Part T2: Returnable Documents

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

	Promotion of At least 51% owned companies by People with disability
No Response (score 0)	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
Good (score 1)	Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

Contract: **RTD 14 2024/25** Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 18 months

Part T2: Returnable Documents

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

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

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

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

Indicate whether these have been included in the tender:

YES	NO
-----	----

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

YES	NO
-----	----

If so, state particulars _____

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

YES	NO
-----	----

If so, state particulars _____

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

YES	NO
-----	----

If so, state particulars _____

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

YES	NO
-----	----

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

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

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

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

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

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

(Tick applicable box)

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

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

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

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

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

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

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

(Attach additional pages if more space is required.)

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.8 STATUS OF CONCERN SUBMITTING TENDER

1. General

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

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

(Mark the appropriate option)

2. Information to be provided

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

Contract: **RTD 14 2024/25** Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 18 months

Part T2: Returnable Documents

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

Note:

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

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

Yes

No

(Make an X in the appropriate space)

REGISTRATION NO: _____

FORM RD.C.9 CLASSIFICATION OF BUSINESS

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

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

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

YES	NO
-----	----

(Tick appropriate box)

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

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

ii. Size or class:

iii. Total full-time equivalent of paid employees:

iv. Total annual turnover:

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

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

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

i. A letter from the tenderer's auditor or an affidavit from the South African Police Services confirming the correctness of the abovementioned information,

ii. Company profile indicating the tenderer's staff compliment, and

iii. 3 year financial statement or since their establishment if established during the past 3 years.

Contract: **RTD 14 2024/25** Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 18 months

Part T2: Returnable Documents

SCHEDULE OF SECTORS

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

Contract: **RTD 14 2024/25** Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 18 months

Part T2: Returnable Documents

Micro	5	R 200 000	R 100 000
-------	---	-----------	-----------

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

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

Name of Surety (Bank or Insurer)

Address:

Signed:

Name:

Capacity:

On behalf of Tenderer (name of tenderer)

Date:

CONFIRMED BY Surety's Authorised representative

Signature(s):

Name (print):

Capacity

On behalf of Surety (Bank or Insurer)

Date:

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

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

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

	DATE	REFERENCE	TITLE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.D.2 KEY PERSONNEL

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

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

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

	NAME	PROFESSIONAL REGISTRATION CATEGORY	Number of years post registration experience
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

(Attach additional pages if more space is required)

FORM RD.D.3 CURRICULUM VITAE OF KEY PERSONNEL

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

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Number of years post registration experience:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience record pertinent to project scope:	
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:

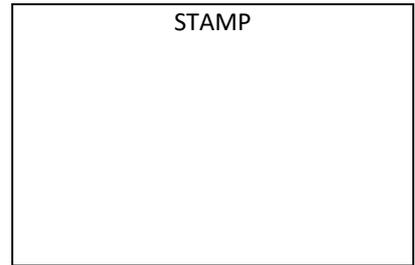
PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

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C1.1 FORM OF OFFER AND ACCEPTANCE



OFFER

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

RTD 14 2014/25: Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 18 Months

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

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

THE OFFERED TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX IS

R *(in figures)*

(in words)

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

FOR AND ON BEHALF OF THE TENDERER:

NAME:
(In BLOCK letters) _____

CAPACITY:
(Of authorized agent) _____

SIGNATURE:
(Of authorized agent) _____

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____

2. _____

ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

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

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(In BLOCK letters)

CAPACITY:

(Of authorized agent)

SIGNATURE:

(Of authorized agent)

SIGNED at _____

on this _____

day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

SCHEDULE OF DEVIATIONS

Notes:

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

4.1 Subject: _____

Details: _____

4.2 Subject: _____

Details: _____

4.3 Subject: _____

Details: _____

4.4 Subject: _____

Details: _____

4.5 Subject: _____

Details: _____

Contract: **RTD 14 2024/25:** Tender for Work the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 18 Months

Part C1: Agreement and Contract Data

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

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

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(In BLOCK letters)

CAPACITY:

(Of authorized agent)

SIGNATURE:

(Of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(In BLOCK letters)

CAPACITY:

(Of authorized agent)

SIGNATURE:

(Of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

Contract: **RTD 14 2024/25:** Tender for Work the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 18 Months

Part C1: Agreement and Contract Data

CONFIRMATION OF RECEIPT

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

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(In BLOCK letters)

CAPACITY:

(Of authorized agent)

SIGNATURE:

(Of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

Contract: **RTD 14 2024/25:** Tender for Work the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 18 Months

Part C1: Agreement and Contract Data

C1.2 CONTRACT DATA

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Contract: **RTD 14 2024/25:** Tender for Work the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 18 Months

Part C1: Agreement and Contract Data

C.1.2.1 GENERAL CONDITIONS OF CONTRACT

The general conditions of contract applicable to this contract shall be **General Conditions of Contract for Construction Works, Third Edition (2015)** 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:

South African Institution of Civil Engineering (SAICE)

Telephone: 011 80505947 / 48 / 53

E-Mail: civilinfo@saice.org.za

Web: www.saice.org.za

C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT

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

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
1.1.1	Definitions	<p>1.1.1.3 Certificate of Completion</p> <p>Add the following to the clause:</p> <p><i>Unless specified otherwise in the Contract Data, separate Certificates of Completion will not be issued for portions or phases of the Works.</i></p> <p>1.1.1.24 Practical Completion</p> <p>Add the following to the clause:</p> <p><i>This clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to in writing.</i></p> <p>Add the following new clause:</p> <p>1.1.1.35 Construction Work Permit</p> <p><i>Construction Work Permit” means a statutory permit as defined in the Construction Regulations 2014.</i></p>
1.2.1	Delivery of notices	<p>Add the following to the clause:</p> <p>1.2.1.3 <i>Sent by facsimile, electronic or any like communication irrespective of time of transmission;</i></p> <p>1.2.1.4 <i>posted to the Contractor’s address, and delivered by the postal authorities; or</i></p> <p>1.2.1.5 <i>delivered by a courier service or messenger, and signed for by the recipient or his representative.</i></p>
1.2.3	Authority representatives of	<p>Add the following to the clause:</p> <p>1.2.3.1 <i>The Employer has authorised the Divisional Head: Transport Infrastructure Design & Construction to act on his behalf in respect of this Contract, save for such duties or functions:</i></p> <p>1.2.3.1.1 <i>which other holders of office ex officio execute on behalf of the Employer; or</i></p> <p>1.2.3.1.2 <i>for which the Divisional Head: Transport Infrastructure Design & Construction has no authority and the Employer’s approval is required before execution thereof.</i></p>
2.4.1	Ambiguity or Discrepancy	<p>Delete the contents of the clause and insert the following:</p>

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

		<p>4.1.2.1 <i>A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</i></p> <p>4.1.2.2 <i>Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</i></p> <p>4.1.2.3 <i>Design calculations should the Employer’s Agent request a copy thereof.</i></p> <p>4.1.2.4 <i>Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer’s Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.</i></p> <p>4.1.2.5 <i>“As-Built” drawings in DXF electronic format after completion of the Works.</i></p> <p><i>The Contractor shall be responsible for the design of the Temporary Works.</i></p>
4.3	Legal Provisions	<p>Add the following new sub-clause:</p> <p>4.3.3 <i>Wages and conditions of work:</i></p> <ul style="list-style-type: none"> i. <i>For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the Bargaining Council for the Civil Engineering Industry Collective Agreement as published from time to time.</i> ii. <i>Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</i> <p>Add the following new sub-clause:</p> <p>4.3.4 <i>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37(2) of the Act. The Contractor shall sign the Occupational Health and Safety Agreement for Contract Work in the City of Tshwane Metropolitan Municipality included in section C1.5.</i></p> <p>Add the following new sub-clause:</p> <p>4.3.5 <i>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health</i></p>

		<p><i>and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</i></p>
		<p>Add the following new sub-clause:</p> <p>4.3.6 <i>Contractor’s Designer</i></p> <p><i>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract</i></p>
		<p>Add the following new sub-clause:</p> <p>4.3.7 <i>Construction Work Permit</i></p> <p><i>Unless duly exempted or otherwise duly agreed with the Contractor, the Employer shall forthwith, where a Construction Work Permit in terms of Regulation 3(1) of the Construction Regulations 2014 is required to be obtained by the Employer without derogation from the Employer’s duties, the Employer or his duly appointed Construction Health and Safety Agent in terms of Regulation 5(6) or otherwise, upon the Construction Work Permit becoming available, issue it to the Employer’s Agent, who, in turn, shall forthwith issue it to the Contractor.</i></p> <p><i>Notwithstanding anything stipulated to the contrary in these Conditions, the Contractor shall not be entitled to any claim or extension of time arising from any delay in obtaining a Construction Work Permit which has been duly applied for, unless such delay exceeds 84 consecutive days.</i></p>
5.3.3	Time to instruct the commencement of the works	Replace both periods of “7 days” in Clause 5.3.3 with “14 days”.
5.6.1	Programme of works	<p>Add the following to the clause:</p> <p><i>The Contractor shall have regard for the phases and sub-phases (if applicable) for the Works, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Scope of Works and/or will be indicated on the Phasing Plan which forms part of the Drawings.</i></p>
5.7.1	Rate of progress	<p>Delete the last paragraph of the clause and replace with the following:</p> <p><i>No instruction by the Employer’s Agent to the Contractor to improve his rate of progress in this regard will qualify for additional compensation, unless the instruction explicitly states that the Contractor is entitled to additional</i></p>

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

		<p><i>The symbols shall have the following meaning:</i></p> <p>V = <i>Extension of time in calendar days in respect of the calendar month under consideration</i></p> <p>N_w = <i>Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.</i></p> <p>R_w = <i>Actual rainfall in mm for the calendar month under consideration.</i></p> <p>N_n = <i>Average number of days as derived from existing rainfall records, on which a rainfall of Y mm or more has been recorded for the calendar month. Rainfall records and/or the derived values of N_n will be provided in the Specifications.</i></p> <p>R_n = <i>Average rainfall in mm for the calendar month, as derived from existing rainfall records. Rainfall records and/or the derived values of R_n will be provided in the Project Specifications.</i></p> <p>X = <i>20 unless otherwise provided in the Project Specifications</i></p> <p>Y = <i>10 unless otherwise provided in the Project Specifications</i></p> <p><i>The total extension of time shall be the algebraic sum of the monthly totals for the period under consideration. However, if the grand total is negative the time for completion shall not be reduced on account of abnormal rainfall. Extension of time for parts of a month shall be calculated by pro rata values of N_n and R_n being used.</i></p> <p><i>The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm and wet conditions prevented or disrupted work.</i></p> <p><i>The factor $\frac{(R_w - R_n)}{X}$ shall be considered to represent a fair allowance for variations from the allowance for variations from the average number of days when wet conditions further to that allowed for the factor $(N_w - N_n)$, prevented or disrupted work during the calendar month.</i></p> <p><i>Accurate rain gauging shall be taken at a suitable point on Site and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with.</i></p> <p><i>This formula does not take into account further on concurrent delays which could be caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (5.12.5 Critical Path Provision) hereof.</i></p> <p><u>Method 2: Expected delay method</u></p> <p><i>The Contractor shall make provision in his programme for the execution of the Works, for an expected delay of "n" normal working</i></p>
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		<p><i>days (based on a working week of five normal working days) due to normal rainfall, for which he will not receive any extension of time.</i></p> <p><i>Unless otherwise provided in the Project Specifications, the value of "n" shall be taken as equal to the tendered time for completion of the Works in months, rounded off to an integer.</i></p> <p><i>Extension of time during normal working days will be granted to the degree to which actual delays as determined in accordance with Sub-Clause (5.12.5 Critical Path Provision) hereof, exceed the number of "n" normal working days.</i></p> <p><i>The value of "n" does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (5.12.5 Critical Path Provision) hereof.</i></p>
6.1	Payment to Contractor	<p>Add the following new sub-clause:</p> <p>6.1.2 <i>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way of his obligations either in contract or in delict.</i></p> <p>Add the following new sub-clause:</p> <p>6.1.3 <i>The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the Contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the employer. The Contractors invoices shall not be paid until all pending labour information has been submitted.</i></p> <p>Add the following new sub-clause:</p> <p>6.1.4 <i>The Contractor shall be paid at Pretoria in the currency of the Republic of South Africa only at the Office of the Chief Financial Officer of the CITY OF TSHWANE, unless otherwise stated in the Data provided by Employer.</i></p>
6.2	Security	<p>Add the following new sub-clause:</p> <p>6.2.4 <i>As an alternative to a performance guarantee, the Contractor may deposit with the Employer a cash amount in a sum equal to the amount stated in the Data provided by Employer. All the provisions in respect of the guarantee apply mutatis mutandis to the cash deposit accept that the amount deposited will be repaid to the Contractor within 30 (txaw2xde d34crv c3hirty) days after the issue of the Certificate or Certificates of Completion in respect of the whole of the permanent works.</i></p>
8.6	Insurances	<p>Replace clause 8.6 with the following:</p>

		<p>8.6 Insurances</p> <p>8.6.1 <i>Without limiting the Contractor's/Sub-contractor's obligation in terms of the Contract, the Employer will effect and maintain for the duration of the Contract until the issuing of the Final Approval Certificate, the following insurances in the name of the Contractor (including all Subcontractors whether nominated or otherwise):</i></p> <p>8.6.1.1 <i>The Employer's insurer will indemnify the Contractor/Sub-contractor against physical loss of or damage to any part of the Property Insured not exceeding the maximum contract value or the final contract value estimated at inception including free issue materials were applicable as stated in the Contract Data:</i></p> <ul style="list-style-type: none"> <i>a. Whilst in transit including loading and unloading whilst temporarily stored at any premises and route to or from the Contract Site within the Territorial Limits;</i> <i>b. From the time of unloading, dismantling or preparation at the Contract Site and thereafter until the Property Insured has been officially accepted by the Employer and becomes his responsibility by means of a notice of completion certificate or similar evidence of legal transfer of risk;</i> <i>c. During the contractual defects liability or Maintenance Period which shall not exceed the period reflected in the Schedule but only so far as the Contractors and/or Sub-Contractors may be liable for such loss or damage under the defects liability or maintenance condition/s of the Insured Contract;</i> <i>d. Removal of debris;</i> <i>e. Surrounding property</i> <i>f. Work away;</i> <i>g. 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> <p>8.6.1.2 <i>The Employer's insurer will indemnify the Contractor/Sub-contractor against all sums for which the Contractor/Sub-contractor shall become legally liable towards third party claimants to pay for and in consequence of:</i></p> <ul style="list-style-type: none"> <i>a. Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Subcontractor);</i> <i>b. Accidental physical loss or damage to tangible property occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule. The minimum limit of indemnity for any one event is R10-million</i>
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		<p style="text-align: right;"><i>in respect of contracts with a contract value of up to R50-million (excluding VAT).</i></p> <p>8.6.2 Insurance premium payable</p> <p><i>The Employer will pay the insurance premium for the works damage and public liability insurance cover. The insurance premium will be calculated based on the approved Capital Budget per financial year and the insurance premium will be charged out to the relevant departments by the Section: Insurance and Risk Management.</i></p> <p>8.6.3 Additional insurance by the Employer</p> <p><i>The Employer shall be free to effect at his own cost any additional insurance, which he deems necessary in own interest to cover loss or damage not insured in terms of the insurance policies of Sub-Clause 8.6.1.1 of this Clause.</i></p> <p>8.6.4 Additional insurance by the Contractor / Subcontractor</p> <p><i>The Contractor and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the Contractor/Subcontractor deem necessary to cover damage, loss or injury not insured in terms of the insurance effected by the Employer’s insurer. The cost of the additional insurance will be for the account of the Contractor/Subcontractor.</i></p> <p>8.6.5 Contractor satisfied with insurance</p> <p><i>The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover affected by the Employer.</i></p> <p>8.6.6 Contractor to observe conditions</p> <p><i>The Contractor shall give all notices and observe all conditions and requirements imposed by the relevant insurance policies, which shall be binding on the Contractor.</i></p> <p>8.6.7 Contractor to insure</p> <p><i>The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Final Approval Certificate, the following insurance policies at an insurance company within 14 (fourteen) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Employer’s Agent, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</i></p> <p>a. All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the</p>
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		<p><i>Contractor that are used in the execution of the contract for the full replacement value thereof.</i></p> <p>b. <i>Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R10-million per claim with the number of claims unlimited.</i></p> <p>c. <i>SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i></p> <p>d. <i>In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Subcontractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles.</i></p> <p>e. <i>Proof must also be submitted that the Contractor complies with the conditions of the following legislation:</i></p> <ul style="list-style-type: none"> - <i>Compensation for Occupational Injuries and disease, 1993</i> - <i>Unemployment Insurance Act, 1996</i> - <i>The Contractor shall in respect of the Site of the contract works appoint in writing a Section 16 appointee to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended.</i> <p>8.6.8 <i>The Employer’s Agent involved must furnish the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management.</i></p> <p>8.6.9 <i>Reporting of incidents</i></p> <p><i>In the event of an occurrence, which is likely to give rise to a claim under the insurance policy affected by the Employer, the Contractor / Subcontractors and Employer’s Agent will adhere to the following procedures:</i></p> <p>a. <i>In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer’s Agent of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.</i></p> <p>b. <i>The Employer’s Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Employer’s Agent more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Director motivating the reason(s) for the late reporting of the incident, but the Employer’s Agent must take note the</i></p>
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		<p><i>Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting.</i></p> <p>c. <i>The following documentation must be included with the claim documentation:</i></p> <ul style="list-style-type: none"> - <i>Photos of damages caused or suffered as proof or substantiation of the claims.</i> <p>d. <i>In the event of Insured Property being damaged during the Contract Works beyond economical repair, the property must be safeguarded and be handed over to the Employer’s insurer for salvage.</i></p> <p>e. <i>The Section: Insurance and Risk Management will inform the Employer’s insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer, the Employer’s Agent, the Employer’s insurers and/or representatives for the purpose of assessment of any loss or damage.</i></p> <p>8.6.10 Reporting of catastrophic incidents</p> <p><i>In the event of an occurrence, which is likely to give rise to a claim, under the insurance policy effected by the Employer, with an estimated loss or damage of more than R250 000,00, the Contractor and the Employer’s Agent will adhere to the following procedures:</i></p> <p>a. <i>In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer’s Agent of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.</i></p> <p>b. <i>The Employer’s Agent must notify the Section: Insurance and Risk Management on the same day that the Contractor/Sub-contractor has notified the Employer’s Agent of the incident.</i></p> <p>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></p> <p>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 Employer’s Agent more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.</i></p>
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		<p>8.6.11 Reporting of crime related incidents</p> <p><i>All crime related incidents, losses or shortages irrespective of the value, must be reported within 24 (twenty-four) hours by the person who was involved or who has discovered the incident to the nearest South African Police Services (SAPS) station. The name of the Police Station, Investigation Officer and the Case number must be obtained and stated on the Contractor Claim Form. Should the incident not be reported to the SAPS, the claim will be repudiated.</i></p> <p>8.6.12 Claim documentation</p> <p><i>The Employer’s Agent must obtain all relevant information from the Contractor/Sub-contractor and complete the Contractor Claim Form, included in this report as Annexure B that is available on the Intranet. The project number must be stated on the Contractor Claim Form.</i></p> <p><i>The Employer’s Agent must submit with the Contractor Claim Form a detailed cost sheet indicating the estimate of the loss or damage.</i></p> <p><i>Any misrepresentation, misdescription or non-disclosure of material facts, at the option of the insurers, can result in claims submitted being declared null and void.</i></p> <p>8.6.13 Authorization of claim forms</p> <p><i>It is imperative that a formally delegated official or his nominee of the Employer should authorize the Contractor Claim forms as proof of the appropriate authorization, verification and approval of claims submitted. The Divisional Head must provide an authorization letter to the Section: Insurance and Risk Management stating the names and the specimen signatures of the delegated official or his nominee within 30 (thirty) days from approval of this report by Council. Should the delegated official or his nominee not sign the relevant claim form, the claim will be repudiated as this may lead to inappropriate independent verification of the validity of claims, thereby increasing the risk of insurance fraud and consequent reputation damage to the Employer.</i></p> <p>8.6.14 Contractor to pay deductibles</p> <p><i>Any claim in terms of the insurance affected by the Employer shall be subject to the Contractor being responsible for the payment of the amount stated in the Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the Certificate of Insurance issued by the Employer’s insurer in terms of the Policy.</i></p> <p>8.6.15 Settlement of claims</p> <p><i>All incidents reported to the Section: Insurance and Risk Management in respect of an occurrence, which is likely to give rise to a claim will be forwarded to the Employer’s insurer who will take the necessary actions for the settlement of any such claims.</i></p>
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Contract: **RTD 14 2024/25:** Tender for Work the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 18 Months

Part C1: Agreement and Contract Data

		<p><i>The Contractor shall negotiate for the settlement of claims with the Employer or the Employer's insurer through the Section: Insurance and Risk Management. The Employer's Chief Financial Officer will authorize all settlements of claims.</i></p> <p><i>Should action for the settlement of any such claim to the satisfaction of the Employer's Agent not be taken by the Contractor/sub-contractor within 30 (thirty) days after receipt of such claim by the Contractor/sub-contractor, the Employer or the Employer's insurer may settle any such claim, after giving the Contractor notice of its intention to do so; provided that no such claim shall be settled by the Employer or the Employer's insurer without first consulting the Contractor/sub-contractor.</i></p> <p><i>The foregoing provisions of this Sub-Clause shall apply mutatis mutandis to any such claim received by the Contractor directly.</i></p>
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C1.2.3 DATA PROVIDED BY THE EMPLOYER

CLAUSE/OPTION		DATA																							
1.1.1.13	The Defects Liability period is:	12 (twelve) months from the date of the Certificate of Completion.																							
1.1.1.14	The time for achieving Practical Completion is:	Due Completion Date is 18 months from Commencement Date																							
1.1.1.15	The name of the Employer is:	City of Tshwane Metropolitan Municipality.																							
1.1.1.26	The Pricing Strategy is:	Re-measurement Contract																							
1.2.1.2	The address of the Employer is:	Physical Address:	Capitol Towers North, 225 Madiba (Vermeulen) Street, Pretoria																						
		Postal Address:	P.O. Box 1409 PRETORIA 0001																						
1.1.1.16	The name of the Employer's Agent is:	Nevhutalu Consulting Engineers																							
1.2.1.2	The address of the Employer's Agent is:	Physical Address:	521 Zuzette Street MORELETA PARK 0044																						
		Postal Address:	521 Zuzette Street MORELETA PARK 0044																						
		E-Mail Address:	admin@nevhutalu.co.za																						
3.1.3		<ul style="list-style-type: none"> • The Employer's Agent is required to obtain approval of the Employer: <ul style="list-style-type: none"> ▪ for expenditure on the Contract to exceed the Contract Price; ▪ prior to the execution of any of the following duties of functions: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">CLAUSE</th> <th>DUTY/FUNCTION</th> </tr> </thead> <tbody> <tr> <td>3.2.1</td> <td>Nomination of person as Employer's Agent's Representative</td> </tr> <tr> <td>3.3.4</td> <td>Authorization to Employer's Agent's Representative or any other person</td> </tr> <tr> <td>4.10.1</td> <td>Approval to use the Site for any other purpose such as housing</td> </tr> <tr> <td>5.3.1</td> <td>Delivery of the written notice to commence the execution of the works</td> </tr> <tr> <td>5.6.3</td> <td>Approval of programme of construction</td> </tr> <tr> <td>5.7.2</td> <td>Permission to carry out work by day and by night</td> </tr> <tr> <td>5.8.1.1</td> <td>Approval to work on special non-working days and between sunset and sunrise</td> </tr> <tr> <td>5.9.7</td> <td>Approval of Contractor's designs</td> </tr> <tr> <td>5.11</td> <td>Suspension of progress of the Works</td> </tr> <tr> <td>5.13.2</td> <td>Reduction of penalty for delay</td> </tr> </tbody> </table>		CLAUSE	DUTY/FUNCTION	3.2.1	Nomination of person as Employer's Agent's Representative	3.3.4	Authorization to Employer's Agent's Representative or any other person	4.10.1	Approval to use the Site for any other purpose such as housing	5.3.1	Delivery of the written notice to commence the execution of the works	5.6.3	Approval of programme of construction	5.7.2	Permission to carry out work by day and by night	5.8.1.1	Approval to work on special non-working days and between sunset and sunrise	5.9.7	Approval of Contractor's designs	5.11	Suspension of progress of the Works	5.13.2	Reduction of penalty for delay
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8.2.2.2	Order to repair and make good damage arising from any excepted risk																			
5.3.1	The documentation required before commencement with Works execution are:	<ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Proof that all contributions required in terms of the provisions of the Workman's Compensation Act (Act no 30 of 1941) as amended in 1993, 2002 have been paid (Refer to Cause 4.3.2) • A certified copy of Unemployment Insurance Certificate, Act of 1996 (Refer to Clause 4.3.2) 																		
5.3.2	The time to submit the documentation required from the Commencement Date is:	14 days																		
5.8.1	The non-working days are:	Sundays																		
	The special non-working days are:	<ul style="list-style-type: none"> • Annual builders holiday • Statutory public holidays 																		
5.13.1	The penalty for failing to complete the works is:	The penalty will be R5000/day.																		
5.14.1	Requirements for achieving Practical Completion	<ul style="list-style-type: none"> • Layer works, Surfacing, Pre-marking, Road signs • All storm water systems, inlets, outlets, junction boxes and manholes must be completed. 																		
5.16.3	The latent defect period is:	10 (ten) Years																		
6.1.3	Labour returns:	Labour returns will be submitted monthly .																		
6.2.1	Type of security for due performance:	<ul style="list-style-type: none"> • Fixed Performance Guarantee from approved financial institution or Cash Deposit. • The forms for the Guarantees is to contain the wording of the pro forma document included as C1.3 or C1.4 contained herein. 																		
	Liability of performance guarantee/cash deposit	The liability of the guarantee shall be for 10 (ten) % of the Contract Sum, excluding contingencies and VAT.																		
6.2.2	Retention money guarantee	Not permitted																		

CLAUSE/OPTION		DATA																		
6.8.2	Adjustment in rates and/or prices	<ul style="list-style-type: none"> The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: <table border="1" data-bbox="719 439 1433 734"> <thead> <tr> <th>Coefficient</th> <th>Description</th> <th>Value</th> </tr> </thead> <tbody> <tr> <td><i>x</i></td> <td>Portion not subject to adjustment</td> <td>0.10</td> </tr> <tr> <td><i>a</i></td> <td>Labour</td> <td>0.21</td> </tr> <tr> <td><i>b</i></td> <td>Civil Engineering Plant</td> <td>0.27</td> </tr> <tr> <td><i>c</i></td> <td>Civil Engineering Materials</td> <td>0.42</td> </tr> <tr> <td><i>d</i></td> <td>Fuel</td> <td>0.10</td> </tr> </tbody> </table> <p>(Coefficients a, b, c and d must sum to one)</p> The area nearest the Site is Gauteng. The base month is the month and year prior to the closing of the tender. 	Coefficient	Description	Value	<i>x</i>	Portion not subject to adjustment	0.10	<i>a</i>	Labour	0.21	<i>b</i>	Civil Engineering Plant	0.27	<i>c</i>	Civil Engineering Materials	0.42	<i>d</i>	Fuel	0.10
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6.8.3	Price adjustment for variations in the cost of special materials	Allowed																		
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is:	80% (Eighty percent)																		
6.10.3	Percentage retention is:	10% (ten percent) of the value of works, excluding contingencies and VAT																		
	The limit of retention money is:	5% (five percent) of Contract Sum, excluding contingencies and VAT.																		
8.6	Insurance of the Works and Public Liability Insurance	<p>The Employer shall arrange this insurance.</p> <p>A copy of the policy and the list of excesses may be obtained from</p> <p>Contractors All Risk and Liability Insurance Ms. Morongwa Mokoena (Tel: 012 358 1126) (morongwam@tshwane.gov.za) Mrs Ronett Marlow-Reid (Tel: 012 358 1131) (ronettm@tshwane.gov.za) Mr Lawrence Matjila (Tel: 012 358 1374) (lawrencem@tshwane.gov.za)</p>																		
	The value of plant and materials supplied by the Employer to be included in the insurance sum is:	R 0 (zero)																		
	Responsibility for payment of deductibles in respect of Insurance of Works as well as Public Liability Insurance:	Deductibles are the responsibility of the Contractor																		
	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																		

Contract: **RTD 14 2024/25:** Tender for Work the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 18 Months

Part C1: Agreement and Contract Data

CLAUSE/OPTION		DATA
10.6	Disagreement with Adjudication Board's decision, refer matters to:	Court proceedings

C1.2.4 DATA PROVIDED BY THE CONTRACTOR

CLAUSE/OPTION		DATA		
1.1.1.9	The name of the Contractor is:			
1.2.1.2	The address of the Contract is:	• Physical Address:		
		• Postal Address:		
		• Fax to E-Mail:		
		• E-Mail Address:		
6.2.1	The security to be provided by the Contractor shall be one of the following:	Type of Security	Contractor's choice (Indicate "Yes" or "No")	
		Performance guarantee (10% (ten percent)) of the Contract Sum, excluding contingencies ad VAT)		
		Cash deposit (10% (ten percent)) of the Contract Sum, excluding contingencies and VAT)		
6.5.1.2.3	The percentage allowance to cover profits and overhead charges for dayworks is:	<p>_____ %. (Maximum of 15% will be allowed)</p> <p><i>(In the case of the Contractor not providing a percentage the percentage as per the General Conditions of Contract will prevail)</i></p>		
6.8.3	Price adjustments for variations in the cost of special materials	The variation in cost of special materials is:		
		Type of material	Unit	Base Rate or Price
		Bitumen		
		Steel		

C1.3 PERFORMANCE GUARANTEE

C1.3 PERFORMANCE GUARANTEE

WHEREAS

The City of Tshwane Metropolitan Municipality

(hereinafter referred to as the "Council"),

enters into a Contract (No _____) with

_____ (hereinafter referred to as the "Contractor")

for _____

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

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

and acting in my/our capacity as _____

and _____

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

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

R _____ (_____)

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

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

R _____ (_____)

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

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

Exceptio non numerate pecuniae

Contract: **RTD 14 2024/25:** Tender for Work the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 18 Months

Part C1: Agreement and Contract Data

Exception non causa debiti

Beneficium de duobus vel pluribus reis debendi

Beneficium ordinis de excussionis

Beneficium divisionis

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

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

This document is not negotiable or transferable.

FOR AND ON BEHALF OF THE BANKER/INSURER:

BANKER/INSURER:

NAME: _____

(in BLOCK letters)

CAPACITY: _____

(of authorized agent)

SIGNATURE: _____

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

Contract: **RTD 14 2024/25:** Tender for Work the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 18 Months

Part C1: Agreement and Contract Data

C1.4 CASH DEPOSIT GUARANTEE

Contract:	Contract RTD 14 2024/25
Description of Contract:	Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 18 Months
Employer:	CITY OF TSHWANE METROPOLITAN MUNICIPALITY
Contractor:	

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

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

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

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

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

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

¹ Delete which is not applicable

Contract: **RTD 14 2024/25:** Tender for Work the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 18 Months

Part C1: Agreement and Contract Data

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____

on this _____

day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

C1.5 HEALTH AND SAFETY AGREEMENT

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

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

AND

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

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

RTD 14 2024/25: Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A,1C & 1F for a period of 18 Months

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

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

NOW THEREFORE the parties agree as follows:

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

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

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

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

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

Annexure 1

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

APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK

This application must be submitted with the following documents:

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

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

2. Details of the agent

(a) Title, Surname and initials:

(b) Identity number / Passport number:

(c) Registration number with SACPCMP:

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

(e) Postal address:

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

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

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

(a) Construction Manager: _____

(b) Construction Health and Safety Officer _____

(c) Construction Health and Safety Officer _____

6. Exact physical address of the construction and site office

7. Nature of construction work

8. Expected commencement date

9. Expected completion date

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

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

12 Names(s) of contractors appointed

18. Signature of Client / Client's Agent

C1.7 ADJUDICATOR'S AGREEMENT

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

_____ (name of company / organisation)

of _____

_____ (address) and

_____ (name of company / organisation)

of _____

_____ (address) (the

Parties) and

_____ (name of Adjudicator)

of _____

_____ (address) (the

Adjudicator).

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

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

IT IS NOW AGREED as follows:

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

¹ Delete as necessary

² Delete as necessary

SIGNED by:

SIGNED by:

SIGNED by:

Name: _____

Name: _____

Name: _____

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

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

the Adjudicator in the presence of

Witness

Witness:

Witness:

Name: _____

Name

Name: _____

Address: _____

Address:

Address: _____

Date: _____

Date: _____

Date: _____

Contract Data

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

¹ Delete as necessary

PART C2: PRICING DATA

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2.	Pay Items	2
3.	Rates	3
4.	Corrections of entries made by tenderer	4
C2.2	PRICING SCHEDULE	5

C2.1 PRICING INSTRUCTIONS

1. General

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

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

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

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

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

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

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

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

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

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

2. Pay Items

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

2.2 The item numbers appearing in the Price Schedule refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the latter case, the item number is prefixed with the letter "B". The same applies to new clauses added to the standard specifications. The prefix "LI" is simply highlighting that the item is to be done using labour intensive methods.

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			

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 The tenderers shall be requested to supply three (3) quotations on each provisional sums items provided as and when needed. The service provider will be required to provide a minimum of three (3) quotations every time he is allocated work depending on the available budget and scope thereof. The approved quotation will be taken as a lump sum for that specific period only and paid for according to the CTMM Standard Specifications for Civil Engineering works 2005 or as specified in terms of a “B” item.
- 3.7 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.
- 3.8 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.
- 3.9 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.

4. Corrections of entries made by tenderer

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

C2.2 PRICING SCHEDULE

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SERIES 0: GENERAL				
001		SECTION 001 : GENERAL				
		REQUIREMENTS AND CHARGES				
001.01		Preliminary and general charges:				
001.01.01		Fixed charges	Lump Sum	1		
001.01.02		Time-related charges	Month	18		
001.02		Locating Existing Services	Lump Sum	1		
LI001.03		Excavate by hand to expose existing services and backfill	m ³	100		
001.04		Compliance with the Occupational Health and Safety Act and applicable regulations:				
001.04.01		Provision of a Health and Safety Plan	Lump Sum	1		
001.04.02		Provision of a Health and Safety File	Lump Sum	1		
001.04.03		Provision of construction supervisors	Lump Sum	1		
001.04.04		Provision of a safety officer - (part-time)	Month	18		
001.04.05		Health and safety training	Lump Sum	1		
001.04.06		Provision of personal protective clothing and equipment	Lump Sum	1		
001.04.07		Provision of safety fences, signs and barricades	Lump Sum	1		
001.04.08		Other Obligations				
B001.04.08.01		Safeguarding against theft and vandalism	Lump Sum	1		
TOTAL SECTION 001 CARRIED FORWARD						

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SERIES 0: GENERAL

SECTION 001: GENERAL REQUIREMENTS AND CHARGES

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BROUGHT FORWARD						
B001.04.08.02		Compliance with Environmental Management Plan	Lump Sum	1		
B001.04.08.03		Compliance with OHS Act Regulations	Lump Sum	1		
001.05		Community liaison officer	Prov. Sum	18	R360 000.00	R 360 000.00
B001.05.01		Contractor's overhead charges and profit on item 001.05	%	R360 000.00		
B001.08		Registration with Compensation Fund or approved/ licensed compensation insurer	Prov. Sum	1	R 30 000.00	R 30 000.00
B001.11		Training:				
B001.11.01		Provision of Accredited Technical Skills Training	Prov. Sum	1	R 500 000.00	R 500 000.00
B001.11.02		Handling cost and charges for the Contractor on item B003.11.02	%	R 500 000.00		
TOTAL SECTION 001 CARRIED FORWARD TO SUMMARY						

SERIES 0: GENERAL

SECTION 002: ENGINEER'S ACCOMMODATION

ITEM	L/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SERIES 0 : GENERAL				
002		SECTION 002: ENGINEERS'S ACCOMMODATION				
002.01		Services:				
B002.01.01		Services for offices and laboratories	Month	18		
002.01.02		Services for Cooking and Ablution Facilities on Site for the Engineer's Site Staff	Lump Sum	1		
002.02	LI	Treatment and maintenance of areas surrounding offices and laboratories	Month	18		
002.03		Offices and laboratory accommodation	Month	18		
002.04		Provision of survey equipment and assistants	Month	18		
B002.05		Project Name Boards	No.	2		
TOTAL SECTION 002 CARRIED FORWARD TO SUMMARY						

SERIES 1: ANCILLIARY WORKS

SECTION 101: SITE CLEARING AND GRUBBING

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SERIES 1 : ANCILLARY WORK				
101		SECTION 101 : SITE CLEARING AND GRUBBING				
101.01		Clearing and Grubbing:				
101.01.01		Strips				
101.01.01.01		15m width (M02-T07)	m	1300		
101.01.01.02		10m width (M04, T08)	m	440		
101.01.01.03		8m Width (M07, M08, T09)	m	900		
101.01.01.04		6m Width (S04, T10)	m	200		
101.01.01.05		4m Width (S01-L06)	m	2 200		
101.02	LI	Cutting and removal of large trees with a girth:				
101.02.01	LI	Exceeding 1m and up to and including 2m	No	125		
101.02.02	LI	Exceeding 2m and up to and including 3m	No	15		
101.03	LI	Grubbing and the removal of the stumps and roots of large trees with a girth:				
101.03.01	LI	Exceeding 1m and up to and including 2m	No	125		
101.03.01	LI	Exceeding 2m and up to and including 3m	No	15		
101.05		Removal and disposal of specific elements				
101.05.01	LI	Concrete kerbing / kerbing combination	m	100		
TOTAL SECTION 101 CARRIED FORWARD						

SERIES 1: ANCILLIARY WORKS
SECTION 101: SITE CLEARING AND GRUBBING

ITEM	L/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BROUGHT FORWARD						
101.05.02	LI	Concrete or brick elements (reinforced or unreinforced)				
101.05.02.01	LI	Small Concrete Structures, up to 4m ² and 1.0m high	m ³	500		
101.05.02.02	LI	Erosion Control Beams	m ³	20		
101.05.03	LI	Asphalt Surfacing	m ²	500		
TOTAL SECTION 101 CARRIED FORWARD						

SERIES 1: ANCILLIARY WORKS
SECTION 102: ACCOMMODATION OF TRAFFIC

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SERIES 1 : ANCILLARY WORK				
		SECTION 102: CCOMMODATION OF TRAFFIC				
102.01		Accommodation of traffic and maintenance of bypasses	m	500		
102.02		Earthworks for bypasses:				
102.02.01		Shaping of bypasses	m	500		
102.03		Gravel wearing courses for bypasses	m ³	300		
102.04		Watering of bypasses	kl	200		
102.05		Blading of bypass by motor grader	km	1		
102.14		Temporary traffic-control facilities:				
102.14.01	LI	Flagmen	Lump Sum	1		
102.14.02		Portable STOP and GO-RY signs	No	6		
102.14.03		Amber flicker lights	No	6		
102.14.04		Road signs, TR-series, 1 200 mm in diameter or 900 mm x 675 mm if rectangular	No	10		
102.14.05		Road signs, TW-series, 1 524 mm sides	No	10		
102.14.06		Road signs, TG-series, (excluding G49)	m ²	10		
102.14.07		Danger plates and delineators	No	30		
102.14.08		Movable barricades (chevron and ROAD CLOSED types)	No	20		
102.14.09		Traffic cones	Lump Sum	1		
TOTAL SECTION 102 CARRIED FORWARD						

SERIES 1: ANCILLIARY WORKS
SECTION 102: ACCOMMODATION OF TRAFFIC

ITEM	L/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BROUGHT FORWARD						
102.15		Re-use or Removal of Traffic Control Facilities:				
102.15.01		Amber flicker lights	No	6		
102.15.02		Road signs, TR and TW-series	No	10		
102.15.03		Road signs, TG-series	No	10		
102.15.04		Danger plates and delineators	No	30		
TOTAL SECTION 102 CARRIED FORWARD TO SUMMARY						

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SERIES 1: ANCILLIARY WORKS

SECTION 103: OVERHAUL

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
103		SERIES 1 : ANCILLARY WORK				
		SECTION 103 : OVERHAUL				
103.01		Overhaul on material hauled outside the defined free-haul boundaries	m ³ .km	10 000		
TOTAL SECTION 103 CARRIED FORWARD TO SUMMARY						

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SERIES 1 : ANCILLARY WORK				
		SECTION 104 : LANDSCAPING AND GRASSING				
104.01		Trimming:				
104.01.01		Machine trimming	m ²	6300		
104.01.02	LI	Hand trimming	m ²	2 000		
104.02		Use of machines for trimming or shaping (alternative to subitem 104.01.01):				
104.02.01		Bulldozer	h	2		
104.02.02		Motor grader	h	2		
104.03		Preparing areas for grassing and ground covers:				
104.03.01		Scarifying	ha	2		
104.03.02		Topsoiling on the Site with -				
104.03.02.01		Topsoil obtained from the Site or borrow areas provided by the Employer	m ³	2350		
104.03.02.02		Topsoil provided by the Contractor from other sources (including all haul)	m ³	50		
104.03.03	LI	Topsoiling of borrow pits with topsoil obtained from borrow areas or from the Site	m ³	50		
104.03.04	LI	Supplying and applying chemical fertilizers -				
104.03.04.01	LI	Lime	t	5		
104.03.04.02	LI	Superphosphate	t	1		
TOTAL SECTION 104 CARRIED FORWARD						

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SERIES 1: ANCILLIARY WORKS

SECTION 104: LANDSCAPING AND GRASSING

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BROUGHT FORWARD						
104.03.04.03	LI	Limestone ammonium nitrate	t	1		
104.03.04.04	LI	2:3:2 (22)	t	1		
104.03.05	LI	Stockpiling of topsoil	m ³	2300		
104.04	LI	Grassing:				
104.04.01	LI	Planting of grass cuttings	ha	1		
104.04.02	LI	Sodding	m ²	500		
104.04.04	LI	Hydroseeding -				
104.04.04.01	LI	Providing approved seed mixture for hydroseeding	kg	250		
104.04.04.02	LI	Hydroseeding	ha	1		
104.06		Anti-erosion compounds such as organic adhesives or bio-degradable covering material (Verdyolor a similar approved compound)	kg	100		
104.07		Trees, shrubs, grass and reeds -				
104.07.01		Provision of trees and shrubs (Acacia Tortilis, 40l)	No	500		
104.07.02		Provision of trees and shrubs (Acacia Nilotica, 40l)	No	500		
104.07.03		Provision of grass Layer (Mixture of <i>Eragrostis tef</i> (10 – 15%), <i>Cenchrus ciliaris</i> (30%), <i>Digitaria eriantha</i> (30%) and <i>Cynodon dactylon</i> (30%))	ha	2		
104.07.04		Provision of Reeds (Mixture of <i>Typha capensis</i> , <i>Schoenoplectus</i> and <i>Imperata</i>)	m ²	5000		
TOTAL SECTION 104 CARRIED FORWARD						

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SERIES 1: ANCILLIARY WORKS

SECTION 104: LANDSCAPING AND GRASSING

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BROUGHT FORWARD						
104.07.03	LI	Planting and establishing of -				
104.07.03.01	LI	Trees	No	1000		
104.07.03.02	LI	Grass	ha	2		
104.07.03.04	LI	Reeds	m ²	5000		
104.08		Extra work for landscaping	Prov. Sum	1	R100 000.00	R 100 000.00
TOTAL SECTION 104 CARRIED FORWARD TO SUMMARY						

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
105		SERIES 1 : ANCILLARY WORK				
		SECTION 105 : FENCING				
105.01		Supply and erection of new fencing material:				
105.01.01		Campeon Barbed Wire High-tensile grade, oval shaped, three strands wire, 2.60mm x 2.00mm	m	1000		
105.01.02		Smooth Straining Wire, Mild Steel, 4mm in dia	m	1000		
105.01.04		Diamond mesh, 1.8m high, 2,5mm dia wire, 64mm mesh size	m ²	1 260		
105.01.05		Fencing (concrete palisade)	m ²	6000		
105.01.06		Corner, end, straining and gate posts, including anchors, hot dip galvinised, 75mm tubing and 3.15m length	No	150		
105.01.07		Standards, hot dip galvinised, 50mm dia tubing and 3.15m length	No	350		
105.01.08		Droppers, Standard black, 2.5kg/m, 2.4m length	No	6		
105.02		New gates:				
105.02.02		Double leaf, 5m width as shown on the drawings	No	6		
105.03	LI	Moving of existing fences and gates:				
105.03.01	LI	Fences :				
105.03.01.01	LI	Ordinary fences	m	300		
105.03.01.02	LI	Security fences	m	300		
105.03.02	LI	Gates	No	6		
105.04	LI	Dismantling of existing fences	m	400		
TOTAL SECTION 105 CARRIED FORWARD						

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SERIES 1: ANCILLIARY WORKS

SECTION 105: FENCING

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BROUGHJT FORWARD						
105.05		The drilling and blasting of holes for posts and anchors	No	5		
105.06		Provision of temporary fencing				
105.06.01		Ordinary	m	200		
105.06.02		Security	m	450		
TOTAL SECTION 105 CARRIED FORWARD TO SUMMARY						

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
106		SERIES 1 : ANCILLARY WORK				
		SECTION 106 : SERVICE DUCTS				
106.01	LI	Bedding and backfilling up to 300 mm above pipes:				
106.01.01	LI	Using selected excavated material	m ³	25		
106.01.02	LI	Using imported selected material	m ³	25		
106.01.03	LI	Using imported non-cohesive material	m ³	25		
106.01.04	LI	Using crushed stone	m ³	25		
106.01.05	LI	Using stabilized material	m ³	25		
106.02		The casting of in situ concrete in bedding and the encasing of pipes (Class 20/19 Concrete)	m ³	30		
106.03		Soilcrete	m ³	30		
106.04		Service duct pipes:				
106.04.01		Ordinary pipes				
106.04.01.01		160mm uPVC	m	3000		
106.04.02		Split pipes				
106.04.02.01		160mm uPVC	m	200		
TOTAL SECTION 106 CARRIED FORWARD TO SUMMARY						

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
202		SERIES 2 : EARTHWORKS				
		SECTION 202 : TRENCHING				
202.01.01		Trench excavations: Concrete pipes up to 900 mm ø				
202.01.01.01	LI	up to 1,5 m deep	m ³	-		
202.01.01.02		Over 1,5 m and up to 2,0 m deep	m ³	100		
202.01.01.03		Over 2,0 m and up to 2,5 m deep	m ³	1600		
202.01.01.04		Over 2,5 m and up to 3,0 m deep	m ³	150		
202.01.02		Trench excavations: Concrete pipes up to 1200 mm ø				
202.01.02.01	LI	up to 1,5 m deep	m ³	-		
202.01.02.02		Over 1,5 m and up to 2,0 m deep	m ³	10		
202.01.02.03		Over 2,0 m and up to 2,5 m deep	m ³	600		
202.01.02.04		Over 2,5 m and up to 3,0 m deep	m ³	10		
202.02		Extra over items 202.01, 202.03, 202.04 and 202.09 for excavating in:				
202.02.01		Intermediate material	m ³	100		
202.02.02		Hard material	m ³	150		
202.03	LI	Excavations outside the normal trench profile	m ³	50		
202.08		Backfilling additional excavations in trench floor, using:				
202.08.01	LI	Class 1:3:6/19 concrete	m ³	10		
202.08.02	LI	Concrete aggregate, max size 38 mm	m ³	20		
TOTAL SECTION 202 CARRIED FORWARD						

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BROUGHT FORWARD						
202.10		Removal of spoil material:				
202.10.01		To positions indicated on the Drawings or by the Engineer	m ³	100		
202.10.02		To dumping areas to be provided by the Contractor	m ³	300		
202.12		Extra over item 202.06 for additional compaction of backfill to 93% of modified AASHTO density in road reserves	m ³	30		
202.13	LI	Backfilling trenches with soilcrete	m ³	300		
202.15		Reinstatement of bitumen surfaced roads	m ²	400		
TOTAL SECTION 202 CARRIED FORWARD TO SUMMARY						

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SERIES 2 : EARTHWORKS				
203		SECTION 203 : MASS EARTHWORKS				
203.01		Excavation and borrow to fill:				
203.01.01		Compaction to 90% of modified AASHTO density	m ³	8 000		
203.01.02		Rock-fill processing and compaction	m ³	4000		
203.02		Extra over item 203.01 for excavating in:				
203.03.01		Intermediate material	m ³	25 000		
203.03.02		Hard material	m ³	10 700		
203.03.03		Boulder material class A	m ³	40		
203.03.04		Boulder material class B	m ³	40		
203.03		Excavate and spoil of:				
203.03.01		Soft material	m ³	60000		
203.03.02		Intermediate material	m ³	15000		
203.03.03		Hard material	m ³	12000		
203.03.04		Boulder material class A	m ³	2000		
203.03.05		Boulder material class B	m ³	2000		
203.04		Removal of oversize material	m ³	3000		
203.06		Widening of cuttings (extra over items 203.01 and 203.03):				
203.06.01		In hard material	m ³	5500		
203.06.02		In intermediate and soft material	m ³	5550		
203.06.03		In boulder material class A or class B	m ³	1000		
TOTAL SECTION 203 CARRIED FORWARD						

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SERIES 2: EARTHWORKS

SECTION 203: MASS EARTHWORKS

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BROUGHT FORWARD						
203.08		Preparation and compaction of construction bed material to 90% of modified AASHTO density	m ³	10000		
203.11		Finishing off slopes:				
203.11.01	LI	Excavation slopes	m ²	10 000		
203.11.02	LI	Fill slopes	m ²	1 100		
203.14		Extra over item 203.01 for borrow material from sources to be supplied by the Contractor	m ³	2 000		
20.15		Extra over items 203.03 and 203.04 for disposing of spoil material to sites to be provided by the Contractor	m ³	8 000		
TOTAL SECTION 203 CARRIED FORWARD TO SUMMARY						

SERIES 5: DRAINAGE AND EROSION PROTECTION

SECTION 501: SUBSURFACE DRAINS AND DRAINAGE BLANKETS

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
501		SERIES 5 : DRAINAGE AND EROSION PROTECTION				
		SECTION 501 : SUBSURFACE DRAINS AND DRAINAGE BLANKETS				
501.01		Crushed stone:				
501.01.01	LI	Graded crushed stone	m ³	1000		
501.01.02	LI	Single-sized crushed stone (19mm nominal aggregate size)	m ³	4500		
501.01.03	LI	Single-sized crushed stone (50mm nominal aggregate size)	m ³	500		
501.02		Procuring of filter sand	Prov. Sum	1	R 10 000.00	R 10 000.00
501.03	LI	Placing of filter sand	m ³	500		
501.04		Geotextiles, U24 Bidim	m ²	10000		
501.05		Pipes in subsurface drains:				
501.05.01		Supply, deliver, install perforated pipes complete with couplings for:				
501.05.01.01		150mm dia	m	5200		
501.05.01.02		250mm dia	m	200		
TOTAL SECTION 501 CARRIED FORWARD TO SUMMARY						

SERIES 5: DRAINAGE AND EROSION PROTECTION

SECTION 502: PREFABRICATED CULVERTS AND STORMWATER SEWERS

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
502		SERIES 5 : DRAINAGE AND EROSION PROTECTION				
		SECTION 502: PREFABRICATED CULVERTS AND STORMWATER SEWERS				
502.01		Backfilling with selected excavated material compacted to:				
502.01.01	LI	90% of modified AASHTO density	m ³	2000		
502.01.02		93% of modified AASHTO density	m ³	200		
502.01.03		95% of modified AASHTO density	m ³	200		
502.02		Supplying and laying of concrete pipe culverts (type SC-pipes):				
502.02.01		Supply, handle, lay and bed concrete pipes Class 50D on Class B bedding:				
502.02.01.01		600mm dia	m	-		
502.02.01.02		675mm dia	m	-		
502.02.01.03		750mm dia	m	-		
502.02.01.04		900mm dia	m	100		
502.02.01.05		1050mm dia	m	20		
502.02.01.06		1200mm dia	m	-		
502.02.01.07		1500mm dia	m	-		
502.06		Supplying and laying portal and rectangular culverts (Measured under section 704)				
TOTAL SECTION 502 CARRIED FORWARD						

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BROUGHT FORWARD						
502.07		Extra over item 502.02 for end units for concrete pipe culverts with a skew of more than 20° :				
502.07.01		Type SC pipes				
502.07.01.01		900mm dia	No	2		
502.07.01.02		1050mm dia	No	2		
502.10		Cast in situ concrete:				
502.10.01		In class A bedding, blinding layers and encasing of pipes, including any formwork required				
502.10.01.01		Class 15/19mm Concrete	m ³	700		
502.10.02		In invert slabs for portal or rectangular culverts, including formwork to provide class F1 surface finish and class U2 surface finish for unformed surfaces				
502.10.02.01		Class 25/19 Concrete	m ³	50		
502.10.03		In inlet and outlet structures, catchpits, manholes and junction boxes excluding formwork, but including class U2 surface finish:				
502.10.03.01		Class 25/19 Concrete (k01 & K02)	m ³	105		
502.16		Manholes, catchpits, precast inlet and outlet structures and junction boxes complete:				
502.16.01	LI	Manholes, Concrete complete as per drwg no V03 for a standard depth of up to 3.5m	No	13		
TOTAL SECTION 502 CARRIED FORWARD						

SERIES 5: DRAINAGE AND EROSION PROTECTION
SECTION 502: PREFABRICATED CULVERTS AND STORMWATER DRAINAGE

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BROUGHT FORWARD						
502.16.02	LI	Drop Inlet/Field Inlet, Concrete complete as per drwg no V03 for a standard depth of up to 3.5m	No	12		
502.21		Soilcrete	m ³	100		
502.22		Extra over items 502.01 and 502.21 for using backfill material obtained:				
502.22.01		From borrow areas provided by Employer	m ³	100		
502.22.02		From sources provided by Contractor	m ³	1100		
TOTAL SECTION 502 CARRIED TO SUMMARY						

SERIES 5: DRAINAGE AND EROSION PROTECTION
SECTION 504: OPEN DRAINS

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
504		SERIES 5: DRAINAGE AND EROSION PROTECTION				
504.04		SECTION 504: OPEN DRAINS				
504.04	LI	CHANNELS (LABOUR)				
		Trimming the excavation, furnishing and installing the channel according to the detail on drawing no's 1763-E01 - 1763-E08 but excluding mass excavation (measured under section 203), grass blocks (measured under section 505), formwork (measured under section 702) reinforcement (measured under section 703), Concrete (measured under section 704) and Joints (measured under section 706)				
504.04.01	LI	Class 25/19 Trapezoidal Canal M01-05	m	1960		
504.04.02	LI	Class 25/19 Trapezoidal Canal M06	m	350		
504.04.03	LI	Class 25/19 Trapezoidal Canal M07	m	550		
504.04.04	LI	Class 25/19 Trapezoidal Canal M08	m	400		
504.04.05	LI	Class 25/19 Transition T07, Drwg no. T02-T07	m	100		
504.04.06	LI	Class 25/19 Transition T08, Drwg no. T08	m	20		
504.04.07	LI	Class 25/19 Transition T09, Drwg no. T09	m	10		
504.04.08	LI	Class 25/19 Transition T10, Drwg no. T10	m	10		
504.04.09	LI	Class 25/19 Transition T11, Drwg no. T11	m	10		

TOTAL SECTION 504 CARRIED FORWARD TO SUMMARY						

SERIES 5: DRAINAGE AND EROSION PROTECTION
SECTION 505: EROSION PROTECTION

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
505		SERIES 5: DRAINAGE AND EROSION PROTECTION				
		SECTION 505: EROSION PROTECTION				
505.01		Foundation trench excavation and backfilling:				
505.01.02		In all other classes of material	m ³	1 500		
505.02	SC	Surface preparation for the bedding of gabions	m ²	2 000		
505.03	SC	Gabions				
505.03.01		Gabion baskets (2m x 1m x1m) 80 - 100mm mesh	m ³	100		
505.03.02		Gabion baskets (2m x 1m x0.5m) 80 - 100mm mesh	m ³	100		
505.03.03		Gabion mattresses (4m x 2m x 0.3m) 80 - 100mm mesh	m ³	300		
501.04	LI	Geotextiles				
		(a) Class A6	m ²	1 500		
505.09		Concrete pitching				
505.09.03		Precast concrete grass blocks	m ²	2000		
B505.09.05		Armorflex Blocks	m ²	4 600		

TOTAL SECTION 505 CARRIED FORWARD TO SUMMARY						

SERIES 6: ROADS AND PARKING AREAS
SECTION 601: GRAVEL PAVEMENT LAYERS

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
601		SERIES 6: ROADS AND PARKING AREAS				
		SECTION 601: GRAVEL PAVEMENT LAYERS				
601.01		Preparation and compaction of in situ subgrade material to:				
601.01.01		90% of modified AASHTO density	m ³	6000		
601.02		Gravel layers constructed from material obtained from borrow pits:				
601.02.01		Selected layer				
601.02.01.02		Compacted to 93% of modified AASHTO density	m ³	500		
601.02.02		Subbase				
601.02.02.02		Compacted to 95% of modified AASHTO density	m ³	500		

TOTAL SECTION 601 CARRIED FORWARD TO SUMMARY						

SERIES 6: ROADS AND PARKING AREAS
SECTION 602: CRUSHED STONE PAVEMENT LAYERS

ITEM	L/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
602		SERIES 6: ROADS AND PARKING AREAS				
		SECTION 602: CRUSHED STONE PAVEMENT LAYERS				
602.01		Crushed-stone base constructed with material obtained from:				
602.01.01		Commercial sources				
602.01.01.01		G1 material compacted to 86% of apparent density	m ³	300		

TOTAL SECTION 602 CARRIED FORWARD TO SUMMARY						

SERIES 6: ROADS AND PARKING AREAS
SECTION 601: PRIME COAT

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
605		SERIES 6: ROADS AND PARKING AREAS				
		SECTION 605: PRIME COAT				
605.01		Prime Coat:				
605.01.01		RTH 3/12P or RTL 3/12P tar prime	lt	1 200		
605.01.03		MC-70 cut-back bitumen	lt	1 200		

TOTAL SECTION 605 CARRIED FORWARD TO SUMMARY						

SERIES 6: ROADS AND PARKING AREAS
SECTION 606: ASPHALT BASE AND SURFACING

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
606		SERIES 6: ROADS AND PARKING AREAS				
605.01		SECTION 605: ASPHALT BASE AND SURFACING				
605.01.01		Asphalt Surfacing: Continuous Medium Graded (40mm thick)	m ²	2500		

TOTAL SECTION 606 CARRIED FORWARD TO SUMMARY						

SERIES 6: ROADS AND PARKING AREAS
SECTION 612: TRAFFIC SIGNS

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
612		SERIES 6: ROADS AND PARKING AREAS				
B612.07		SECTION 612: TRAFFIC SIGNS				
		Small road signs with class 1 retro-reflective chromodek sheeting, complete with "D" section galvanized pole, excavation and backfilling included:				
B612.07.01		W-series (900 mm sides)	No	2		
B612.07.02		W401 (600mm x 150mm)	No	2		
B612.07.03		W402 (600mm x 150mm)	No	2		

TOTAL SECTION 612 CARRIED FORWARD TO SUMMARY						

SERIES 6: ROADS AND PARKING AREAS
SECTION 613: PRIME COAT

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
613		SERIES 6: ROADS AND PARKING AREAS				
		SECTION 613: TRAFFIC MARKINGS				
613.01		Road-marking paint:				
613.01.01		White lines (broken or unbroken) 150mm	km	0.5		
613.01.02		Yellow lines (broken or unbroken) 150mm	km	1		
613.06		Setting out and the pre-marking of lines (excluding traffic-island markings, lettering and symbols)	km	0.5		

TOTAL SECTION 613 CARRIED FORWARD TO SUMMARY						

SERIES 7: STRUCTURES

SECTION 701: FOUNDATIONS FOR STRUCTURES

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
701		SERIES 7 : STRUCTURES				
		SECTION 701 : FOUNDATIONS FOR STRUCTURES				
701.02		Excavations for structures:				
701.02.01		Excavation of soft material situated in the following depth ranges :				
701.02.01.01	LI	0m up to 2m	m ³	2000		
701.02.01.02		Exceeding 2m and up to 4m	m ³	8000		
701.02.02		Extra over subitem 701.02.01 for excavation in hard material irrespective of depth	m ³	2000		
701.02.03	LI	Extra over subitem 701.02.01 for additional excavation required by the Engineer after the Excavation has been completed	m ³	200		
701.04	LI	Dewatering of foundation excavations	Lump Sum	1		
701.05	LI	Backfill to excavations utilizing -				
701.05.02	LI	Material from the excavation compacted to				
701.05.02.01	LI	90% of modified AASHTO density	m ³	500		
701.06	LI	Fill with restricted areas (extra over Item 203.01)	m ³	200		
701.07	LI	Foundation fill consisting of				
701.07.01	LI	Rock	m ³	100		
701.07.02	LI	Crushed stone:	m ³	200		
701.07.03	LI	Compacted Granular Material	m ³	500		
701.07.04	LI	Mass Concrete (Class 20/19)	m ³	300		

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701.07.05	LI	75mm thick blinding layer, class 15/19 concrete	m ³	200		
TOTAL SECTION 701 CARRIED FORWARD TO SUMMARY						

SERIES 7: STRUCTURES

SECTION 702: FALSEWORK, FORMWORK AND CONCRETE FINISHING

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
702		SECTION 702 : FALSEWORK, FORMWORK AND CONCRETE FINISHING				
702.02	LI	Formwork class F2 surface finish:				
702.02.01	LI	Single-surface formwork:				
702.02.01.01	LI	Plane, horizontal	m ²	1 700		
702.02.01.02	LI	Plane, horizontal/sloping combination, 100mm high (between Channel sections M02-M08)	m ²	3 000		
702.02.01.03	LI	Plane, vertical	m ²	2 200		
702.02.01.05	LI	Curved, conical (Radius >5m, <100m))	m ²	1 200		
702.02.02	LI	Double-surface formwork:				
702.02.02.01	LI	Plane, horizontal	m ²	500		
702.02.02.02	LI	Plane, sloping	m ²	400		
702.02.02.03	LI	Plane, vertical	m ²	1 060		
702.02.02.05	LI	Curved, conical (Radius >5m, <100m)	m ²	700		
702.02.03	LI	Beams				
702.02.03.01	LI	Beams, Soffit	m ²	5		
702.02.03.01	LI	Beams, Sides	m ²	10		
702.02.04	LI	Columns				
702.02.04.01	LI	Square and Rectangular	m ²	100		
702.06	LI	Formwork to Openings	m ²	50		

TOTAL SECTION 702 CARRIED FORWARD TO SUMMARY						

SERIES 7: STRUCTURES

SECTION 703: STEEL REINFORCEMENT FOR STRUCTURES

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
703		SERIES 7 : STRUCTURES				
		SECTION 703 : STEEL REINFORCEMENT FOR STRUCTURES				
703.03		Welded Steel fabric for Culvert K01-K02 Floor Slab				
703.03.01		References No 772	kg	200		
703.03.01.01						
703.03.03		Transition T102-T011				
703.03.03.01		Reference No 193	kg	560		
703.03.04		Main Channel (M01-M08)				
703.03.04.01		Reference No 193	kg	50 000		
703.03.04.02		Bars with 12mm dia	t	5		
703.03.07		Reinforcement for Stilling basin and sediment trap floor	kg	2300		
703.03.10		Reinforcement culvert K01-K04				
703.10.01		Mild Steel				
703.10.01.01		Bars with 6mm dia	t	1		
703.10.02		High Yield Stress Steel				
703.10.02.01		Bars with 10mm dia	t	20		
703.10.02.02		Bars with 12mm dia	t	50		
703.03.10		Reinforcement culvert K01-K04				
703.11.01		Mild Steel				
703.11.01.01		Bars with 8mm dia	t	1.5		
703.11.01.02		Bars with 10mm dia	t	3.2		

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703.11.02		High Yield Stress Steel				
703.11.02.01		Bars with 10mm dia	t	50		
703.11.01.02		Bars with 12mm dia	t	35		
703.11.02.03		Bars with 20mm dia	t	0.5		
703.12		Reinforcement culvert L01-L06				
703.12.01		Mild Steel				
703.12.01.01		Bars with 8mm dia	t	0.4		
TOTAL SECTION 703 CARRIED FORWARD						

SERIES 7: STRUCTURES

SECTION 703: STEEL REINFORCEMENT FOR STRUCTURES

ITEM	L/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BROUGHT FORWARD						
703.12.02		High Yield Stress Steel				
703.12.02.01		Bars with 10mm dia	t	2		
703.12.01.02		Bars with 12mm dia	t	20		
703.12.01.02.01		Bars with 20mm dia	t	3		
703.13		Transition T10				
703.13.01		Mild Steel				
703.13.01.01		Bars with 8mm dia	t	0.1		
703.13.02		High Yield Stress Steel				
703.13.02.01		Bars with 10mm dia	t	0.5		
703.13.02.02		Bars with 12mm dia	t	1.5		
703.14		Transition T11				
703.14.01		Mild Steel				
703.14.01.01		Bars with 6mm dia	t	0.5		
703.14.02		High Yield Stress Steel				
703.14.02.01		Bars with 10mm dia	t	0.5		
703.14.02.02		Bars with 12mm dia	t	0.5		
703.15		Closed Channels (S03-S12)				
703.15.01		Mild Steel				
703.15.01.01		Bars with 6mm dia	t	5.5		

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703.15.02		High Yield Stress Steel				
703.15.02.01		Bars with 10mm dia	t	42		
703.15.02.02		Bars with 12mm dia	t	215		
703.15.02.03		Bars with 16mm dia	t	0.5		
703.15.02.04		Bars with 20mm dia	t	0.5		
703.16		Drop/Field Inlets				
703.16.01		Mild Steel				
703.16.01.01		Bars with 8mm dia	t	1		
TOTAL SECTION 703 CARRIED FORWARD						

SERIES 7: STRUCTURES

SECTION 703: STEEL REINFORCEMENT FOR STRUCTURES

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BROUGHT FORWARD						
703.16.02		High Yield Stress Steel				
703.16.02.01		Bars with 10mm dia	t	2		
703.16.02.02		Bars with 12mm dia	t	7		
703.16.02.03		Bars with 16mm dia	t	8		
703.18		Main Channel PM08				
703.18.01		Mild Steel				
703.18.01.01		Bars with 6mm dia	t	0.5		
703.18.02		High Yield Stress Steel				
703.18.02.01		Bars with 10mm dia	t	3		
703.18.02.02		Bars with 12mm dia	t	16		
703.18.02.03		Bars with 16mm dia	t	3		
703.03.19		Transition T02-T11				

TOTAL SECTION 703 CARRIED FORWARD TO SUMMARY						

SERIES 7: STRUCTURES
SECTION 704: CONCRETE

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
704		SECTION 704 : CONCRETE				
704.01		Cast in situ concrete:				
704.01.01		Stilling basin and sediment trap floor	m ³	1500		
704.01.02		Class 25/19 Trapezoidal Canal M02-M08	m ³	2150		
704.01.03		Class 25/19 Trapezoidal Canal MP08	m ³	50		
704.01.04		Class 25/19 culvert K01-K04	m ³	405		
704.01.09		Class 25/19 Trapezoidal Canal PM 08	m ³	400		
704.01.12		Class 25/19 Transition T02, Drwg no. T02-T11	m ³	440		
704.01.05		Class 25/19 Rectangular Canal S03	m ³	240		
704.01.06		Class 25/19 Rectangular Canal S04	m ³	300		
704.01.07		Class 25/19 Rectangular Canal S05	m ³	650		
704.01.08		Class 25/19 Rectangular Canal S06	m ³	160		
704.01.09		Class 25/19 Rectangular Canal S07	m ³	270		
704.01.10		Class 25/19 Rectangular Canal S11	m ³	240		
704.01.11		Class 25/19 Rectangular Canal S12	m ³	150		
704.01.12		Class 25/19 Transition T07, Drwg no. T07	m ³	30		

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704.01.13		Class 25/19 Transition T08, Drwg no. T08	m ³	30		
704.01.14		Class 25/19 Transition T09, Drwg no. T09	m ³	10		
704.01.15		Class 25/19 Transition T10, Drwg no. T10	m ³	10		
704.01.16		Class 25/19 Transition T11, Drwg no. T11	m ³	15		
704.02		Manufacture of precast concrete members				
704.02.01		Class 25/19 Concrete filter section, drwg no. U02	No	850		
704.02.01		Class 25/19 Culvert L05, 1.5m x 1.8m, drwg no. L01-L05	m	180		
704.02.01		Class 25/19 Culvert L06, 1.5m x 1.8m, drwg no. L06	m	50		
TOTAL SECTION 706 CARRIED FORWARD						

SERIES 7: STRUCTURES
SECTION 704: CONCRETE

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
704.03		Transportation and erection of precast concrete members				
704.03.01		Class 25/19 Culvert L05, 1.5m x 1.8m, drwg no. L05	m	55		
704.03.02		Class 25/19 Culvert L06, 1.5m x 1.8m, drwg no. L06	m	40		
704.03.06		Class 25/19 Culvert K01, 3 x 2.4m x 2.4m, drwg no. K01-K02	m	45		
704.03.08		Class 25/19 Culvert K03, 3 x 3.6m x 3.0m, drwg no. K03-K04	m	65		
704.03.10		Class 25/19 Rectangular Canal S01, 2.3m X 2.0m, drw no.S01-s12	m	2010		

TOTAL SECTION 706 CARRIED FORWARD TO SUMMARY						

SERIES 7: STRUCTURES
SECTION 706: JOINTS IN STRUCTURE

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
706		SERIES 7: ROADS AND PARKING AREAS				
		SECTION 706: JOINTS IN STRUCTURES				
706.03		Expansion joints complete including 12mm bars, bitumen emulsion and joint sealer as detailed on drawing for concrete canals	m	5250		
706.04		Filled Joints				
706.04.01		10mm filler between joints as indicated on Drawing	m	5250		

TOTAL SECTION 706 CARRIED FORWARD TO SUMMARY						

SERIES 8: SPECIFIC WORKS
SECTION 804: CULVERT JACKING AND BORING

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
804		SECTION 804 : PIPE JACKING AND BORING				
804.01		Establishment on Site for:				
804.01.01		Culvert jacking for Culvert K03	Lump Sum	1		
		Culvert jacking for Culvert K04				
		Culvert jacking for Culvert L01				
		Culvert jacking for Culvert L02				
		Culvert jacking for Culvert L06				
804.03		Excavating in soft material for:				
804.03.01		Culvert jacking for Culvert K03				
		Culvert jacking for Culvert K04	Lump Sum	1		

		Culvert jacking for Culvert L01				
		Culvert jacking for Culvert L02				
		Culvert jacking for Culvert L06				
804.04		Extra over Item 804.03 for excavating in hard material	m ³	30		
804.06		Supply and Construction of Culverts (Measured under Item 704)				
804.07		Jacking of Culverts through				
804.07.01		Soft Material	m ³	1200		
804.07.02		Hard Material	m ³	1000		
804.10		The grouting of voids for culvert jacking				
804.10.01		Unforseen and exposed during jacking	m ³	100		
804.10.02		Between culverts and surrounding material after jacking has been completed				
804.10.02.05		Culvert K03- L06	m ³	210		
TOTAL SECTION 804 CARRIED FORWARD TO SUMMARY						

SERIES 8: SPECIFIC WORKS

SECTION 809: STRUCTURAL STEEL WORKS

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SERIES 8 : SPECIFIC WORKS				
		SECTION 809 : STRUCTURAL STEELWORK				
809		Structural Steel Items				
809.01		Structural Steel Items				
809.01.04		Steel section to be supplied and construct into concrete floor, columns and beams as detailed on drawing no U02 and U03	No	15		

TOTAL SECTION 809 CARRIED FORWARD TO SUMMARY						

SERIES 8: SPECIFIC WORKS
SECTION 810: DAYWORKS

ITEM	LI/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SECTION 810 : DAYWORKS				
B810.01		Personnel during normal working hours:				
B810.01.01		Unskilled labour	h	12		
B810.01.02		Semi-skilled labour	h	12		
B810.01.03		Skilled labour	h	12		

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B810.02		Plant:				
B810.02.01		Tipper trucks (6m³ capacity)	h	12		
B810.02.02		Tipper trucks (10m³ capacity)	h	12		
B810.02.03		TLB	h	12		
B810.02.04		Truck mounted Hydraulic crane (20 ton)	h	12		
B810.02.05		Grader 140G	h	12		
B810.02.06		Compressors and equipment	h	12		
B810.02.07		Excavator (30 ton)	h	12		
B810.02.08		Bomac 60	h	12		
B810.02.09		Water tanker - 10,000 litre	h	12		
B810.03		Materials:				
B810.03.01		Procurement of materials	Prov. Sum	1	R100 000.00	R 100 000.00
B810.03.02		Contractor's handling costs, profit and all other charges in respect of subitem B810.03.01	%	100 000		
B810.04		Transport:				
B810.04.01		Lowbed	km	2 500		
TOTAL SECTION 810 CARRIED FORWARD TO SUMMARY						

**SERIES 9: QUALITY CONTROL
SECTION 903: TESTING**

ITEM	L/SC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
903		SERIES 9: QUALITY CONTROL				
		SECTION 903: TESTING				
903.06		Other special tests requested by the Engineer				
903.06.01		Cost of testing	Prov. Sum	1	R250 000.00	R 100 000.00
903.06.02		Charge on prime cost sum	%	R250 000.00		

TOTAL SECTION 903 CARRIED FORWARD TO SUMMARY						

SUMMARY OF BILL OF QUANTITIES

SECTION	DESCRIPTION	AMOUNT
001	GENERAL REQUIREMENTS AND CHARGES	
002	ENGINEERS'S ACCOMODATION	
101	SITE CLEARANCE AND GRUBBING	
102	ACCOMODATION OF TRAFFIC	
103	OVERHAUL	
104	LANDSCAPING AND GRASSING	
105	FENCING	
106	SERVICE DUCTS	
202	TRENCHING	
203	MASS EARTHWORKS	

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SECTION	DESCRIPTION	AMOUNT
501	SUB-SURFACE DRAINS AND DRAINAGE BLANKETS	
502	PRE-FABRICATED CULVERTS AND STORMWATER SEWERS	
504	OPEN DRAINS	
505	EROSION PROTECTION	
601	GRAVEL PAVEMENT LAYERS	
602	CRUSHED-STONE PAVEMENT LAYERS	
605	PRIME COAT	
606	ASPHALT BASE AND SURFACING	
612	TRAFFIC SIGNS	
613	TRAFFIC MARKINGS	
701	FOUNDATIONS FOR STRUCTURES	
702	FALSEWORK, FORMWORK AND CONCRETE FINISHING	
703	STEEL REINFORCEMENT FOR STRUCTURES	
704	CONCRETE	
706	JOINTS IN STRUCTURES	
804	CULVERT JACKING AND BORING	
809	STRUCTURAL STEELWORK	
810	DAYWORKS	
903	QUALITY CONTROL	
SUB-TOTAL A		
Add 10% for Contingencies on Sub-Total A		
Add 5% Contract Price Adjustment on Sub-Total A		
SUB-TOTAL B		
Add 15% VAT on Sub-Total B		
TOTAL AMOUNT CARRIED TO FORM OF OFFER		

PART C3: SCOPE OF WORK

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C3.1 DESCRIPTION OF THE WORKS

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C3.1 DESCRIPTION OF THE WORKS

1.1 Employers Objectives

The objective of the project is to provide stormwater system upgrading services at Ramotse. The aim is to ensure that the standard of living is improved through the provision of basic stormwater system services to the broader community. The project is also aimed at delivering public infrastructure to the community through construction by using conventional methods, and most importantly using Labour Intensive methods to empower the community according to the Expanded Public Works Programme (EPWP).

The project entails the upgrading of the stormwater system to serve the residential stands. This will include Trapezoidal Concrete Canals, Reticulation Concrete Canals, Prefabricated Box Culverts, Transition Channels and Rectangular Concrete Canals.

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

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

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

The Contractor will be appointed with a minimum Construction Industry Development Board (CIDB) 7CE.

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

1.2 Overview Of The Works

The project requires the construction of stormwater systems upgrading to service residential stands at Ramotse.

The description of the works contained is merely an outline of the Contract works to be undertaken and shall not limit the work to be carried out by the Contractor under this Contract. The Schedule of Quantities provide only for the type of work that may be undertaken and the quantities are provided purely for tendering purposes and is indicative of the expected or estimated quantities.

The Scope of Works entails the following:

- (i) 2674m of Trapezoidal Concrete Canal (M01 – M08).
- (ii) 54m of rectangular shape channel divided into three barrels (M04).
- (iii) 1495m of Rectangular concrete canal (S1 – S12).
- (iv) 95m of 900mm diameter concrete pipe (S08).
- (v) 406m of 900mm diameter concrete pipe (S09).
- (vi) 131m of 1050mm diameter concrete pipe (S10).
- (vii) 95m of stormwater (precast and insitu) culverts (K01 – K04).
- (viii) 289m of Prefabricated Box Culverts (L1 – L6).
- (ix) 104m of Transition channels (T02 – T11).
- (x) Stilling Basin and Sedimentation Trap Structure.

The following part of stormwater system require culverts jacking and boring:

- (i) K3: 15m of new 3 x 240mm x 3000mm prefabricated stormwater culverts.
- (ii) K04: 38m of new 3 x 2400mm x 3000mm prefabricated stormwater culverts.
- (iii) L6: 48m of new 1800mm x 1200mm prefabricated box culverts.
- (iv) L01: 54m of new 1800mm x 1500mm prefabricated box culverts.
- (v) L02: 42m of new 1800mm x 1500mm prefabricated box culverts.

C3.1.3 Extent Of The Works

a) The extent of the Works consists of:

General

- (i) General Requirements And Charges which covers the principles, responsibilities and requirements applicable to the contract as a whole as well as to all work and costs involved in the establishment of the Contractor's organization, camps and construction equipment on the site and their removal after completion.
- (ii) Provision of Office accommodation for the Engineer's resident staff.
- (iii) The Clearing of the Site and the Grubbing necessary for the Construction of the works covered by the contract.
- (iv) Accommodation of Traffic.
- (v) Overhaul.
- (vi) Landscaping and Grassing or establishment of vegetation at the pump station and along the pipeline.
- (vii) Erection of New fences, moving of existing fences, erection and later removal of temporary fences.
- (viii) Service Ducts.
- (ix) Trenching for stormwater systems.
- (x) Construction of large excavations and embankments for the stormwater systems.
- (xi) Sub-surface Drains and Drainage Blankets.
- (xii) Stormwater Sewers.
- (xiii) Open Drains.
- (xiv) Erosion Protection Gravel Pavement Layers.
- (xv) Crushed Stone Pavement Layers.
- (xvi) Prime Coat.
- (xvii) Asphalt Base And Surfacing.
- (xviii) Traffic Signs.
- (xix) Traffic Markings.
- (xx) Foundation work for the structures.
- (xxi) Design, supply and erection of all falsework and formwork in the construction of Pump Station.

- (xxii) Supplying and placing of steel reinforcement.
- (xxiii) Manufacture, transportation, placing and testing of concrete.
- (xxiv) Supply and installation of all permanent joints that will permit movement.
- (xxv) Culvert Jacking and Boring.
- (xxvi) Structural Steelwork
- (xxvii) Requirements for testing laboratories and equipments to test properties of materials.
- (xxviii) Dayworks.
- (xxix) Maintenance of the work during Construction and during the 12 months Defects Liability Period.

b) Particular Works

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

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

1.2.2 Phasing Of The Works

The works will not be phased but constructed over 2 financial years.

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

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

C3.1.3 NATURE OF THE WORKS

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

a) Conventional construction methods

- Site Establishment
- Setting Out of the Works
- Traffic Accommodation
- Excavation of trenches
- Construction of bedding
- Installation of Stormwater Sewers

- Backfilling
- Asphalt Surfacing
- Structures and Stormwater System
- Quality Control

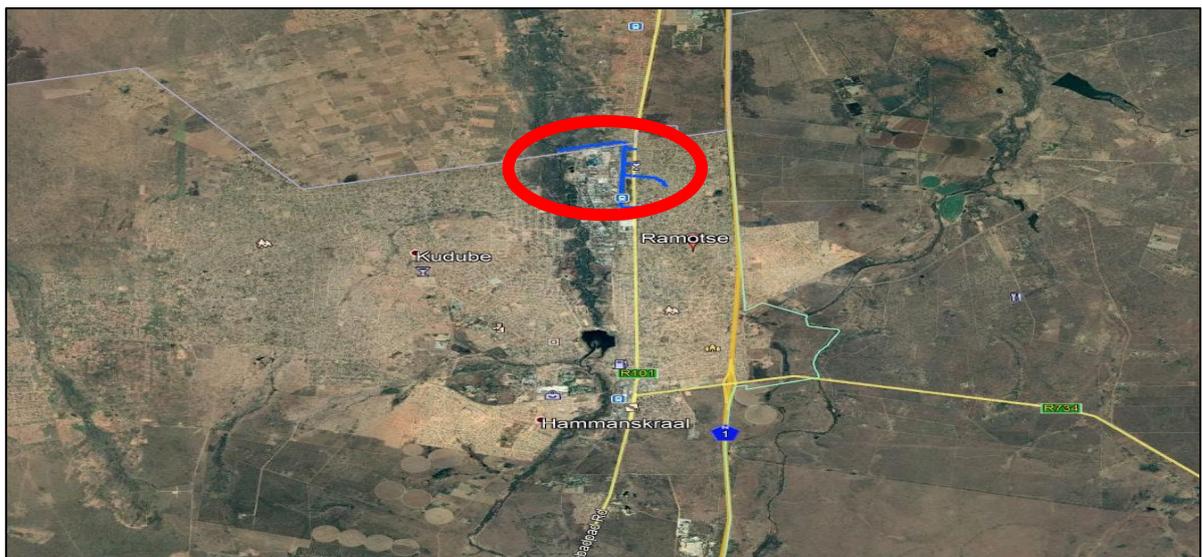
b) Labour intensive construction methods (EPWP)

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

- Clearing of the areas for the excavation of trenches, including the removal of any trees or other impediments to the installation of new reticulation pipelines.
- Excavation of trenches not exceeding 1,5m in depth, including for all shoring and other safety methods to ensure safe working conditions;
- Excavate by hand to expose existing services and backfill;
- Bedding of new stormwater pipelines;
- Backfilling of all new stormwater pipelines as specified;
- Construction of manholes, excluding the lifting of precast concrete rings.
- The installation of fence;
- Fixing damaged residential fences and walls

C.3.1.4 LOCATION OF SITE

The Ramotse site is situated in at Ramotse Ward 73 and 75 in the City Of Tshwane, Gauteng Province. The area is situated within Region 1 of the City of Tshwane’s Municipal Area and coordinates at the site are 25°21’02.73”S, 28°16’56.27”E.



1.7 GEOTECHNICAL INFORMATION

The completed geotechnical investigation concludes that the site is suitable for the proposed development provided that the following precautionary measures are taken into consideration.

1.7.1 Excavability

The soil is classified as soft to intermediate excavation. Excavability will not pose problems depending on the in-situ moisture content.

1.7.2 Stability Of Trenches

The report indicates that there is no evidence of side wall collapse during test pits excavation. It however recommends the battering of deep excavated trenches to stable angles or shored to avoid side wall collapse.

1.7.3 Construction Material

The report recommends that suitable construction materials are not present on site and should be acquired from commercial sources.

1.7.4 Earthworks

The report advises that all unsuitable fill material should be removed from the site and that the upper loose topsoil should be removed and stockpiled for use during rehabilitation.

The report recommends that during construction, an experienced geotechnical engineer be engaged to assess the foundation conditions to ensure the ground conditions are as anticipated and to make recommendations if conditions have changed.

1.8 FEATURES REQUIRING SPECIAL ATTENTION

1.8.1 Existing Services

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

The wayleaves are also to be utilized to identify clashes of services with the Sewer Rising Main and Gravity Main design

Wayleaves to be attained are shown on the table below.

Name of Institution	Type of Service
Eskom / Internal Distribution	Electricity
Telkom	Telecommunication
City Of Tshwane Municipality	Electricity
City Of Tshwane Municipality	Water and Sanitation
DFA	Fibre
Randwater	Water Pipes
Liquid Communication / Neotel	Fibre

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Part C3: Scope Of Work

Section C3.3: Procurement

Cell C	Fibre
City Of Tshwane Municipality	Environmental Services
City Of Tshwane Municipality	Roads and Stormwater
Frog Foot	Fibre
Extribx Pty Ltd T/A SAS Networks	Fibre
Link Africa	Fibre
Metro Fibre	Fibre
MTN	Fibre
Sasol	Gas Pipes
Transnet	Pipe Lines
Tshwane Broad Band	Fibre
Vodacom	Fibre
VumaTel	Fibre

1.8.2 Surveying and Cadastral Beacons (including Stand pegs)

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

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

1.9 SUPPLYING OF MATERIALS

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

While care had been taken in calculating the quantities, the Contractor shall check the quantities before ordering.

No claims for payment of excess or incorrect materials due to such shall be entertained.

1.10 QUALITY CONTROL

It is the responsibility of the Contractor to deliver work of quality and accuracy that is in accordance with the specifications and drawings, and the Contractor shall at his own cost provide a quality control system and provide experienced Engineers, Foreman, Surveyors, Technicians and other Technical Personnel together with the necessary transport, instruments and plant to ensure that proper supervision and

positive control be applied on the job at all times. This also includes work done by sub-contractors, including nominated sub-contractors for specialised work or otherwise.

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

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

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

C3.2 ENGINEERING

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C3.2.1 Standards And Codes Of Practice.....	3.2.1
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C3.2.2 Drawings.....	3.2.2

C3.2.1 STANDARDS AND CODES OF PRACTICE

The following design standards for civil engineering infrastructure will apply:

- i) *Guidelines for the provision of engineering services and amenities in residential township development* by the National Housing Board (Red book).
- ii) *General Conditions of Contract for Construction Works (2015) (Third Edition)* by the South African Institution of Civil Engineers.
- iii) *Standard Specifications for Municipal Civil Engineering Works* of the City of Tshwane (Third Edition 2005).

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

C3.2.2 EMPLOYER'S DESIGN

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

C3.2.3 DRAWINGS

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

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

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

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

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

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

Note: All applicable Drawings are Included Under Volume 2.

The tender drawings for the Upgrading of Stormwater Systems are as listed below:

DRAWING NO.	DESCRIPTION OF DRAWING
159-COT-001	LIST OF DRAWINGS
159-COT-002	LOCALITY PLAN
159-COT-003	SHOWING FLOODLINES
159-COT-004	BO1
159-COT-005	BO2-CONTRACT NAMEBOARD
159-COT-006	LONGSECTION FOR HYDRAULIC INFORMATION # 1
159-COT-007	MAIN CHANNEL M04: REINFORCING DETAILS
159-COT-008	MAIN CHANNEL M05: PLAN, LONGSECTION AND CROSS SECTION (Ch. 1155.232 TO Ch. 1640.226m)
159-COT-009	MAIN CHANNEL M06: PLAN, LONGSECTION AND CROSS SECTION (Ch. 1654.226 TO Ch. 1955.918m)
159-COT-010	MAIN CHANNEL M07: PLAN, LONGSECTION AND CROSS SECTION (Ch. 1972.290 TO Ch. 2484.003m)
159-COT-011	MAIN CHANNEL M08: PLAN, LONGSECTION AND CROSS SECTION (Ch. 2493.003 TO Ch. 2669.435m) (Ch. 2673.435 TO Ch. 2849.043m)
159-COT-017	HYDROLOGICAL LAYOUT
159-COT-018	SIDE CHANNEL S03: PLAN, LONGSECTION AND CROSS SECTION (Ch. 1645.239 TO Ch. 1779.004m)
159-COT-019	SIDE CHANNEL S03: CONCRETE DETAILS
159-COT-020	SIDE CHANNEL S03: MH. 102 – CONCRETE DETAILS
159-COT-021	SIDE CHANNEL S03: PRE-CAST COVER SLABS
159-COT-022	SIDE CHANNEL S03: REINFORCING DETAILS

DRAWING NO.	DESCRIPTION OF DRAWING
159-COT-023	SIDE CHANNEL S03: MH. 102 – REINFORCING DETAILS
159-COT-024	SIDE CHANNEL S04: PLAN, LONGSECTION AND CROSS SECTION (Ch. 1968.290 TO Ch.2149.683m)
159-COT-025	SIDE CHANNEL S04: CONCRETE DETAILS
159-COT-026	SIDE CHANNEL S04: PRE-CAST CONCRETE COVER SLABS
159-COT-027	SIDE CHANNEL S04: CONCRETE DETAILS MH. 105
159-COT-028	SIDE CHANNEL S04: REINFORCING DETAILS
159-COT-029	SIDE CHANNEL S04: REINFORCING DETAILS BASESLABS CULVERT LO4 AND MH. 105
159-COT-030	SIDE CHANNEL S05: PLAN, LONGSECTION AND CROSS SECTION (Ch. 2644.609 TO Ch. 2731.741m)
159-COT-031	SIDE CHANNEL S05: PANEL P13/MH. 106 CONCRETE DETAILS
159-COT-032	SIDE CHANNEL S05: CONCRETE DETAILS
159-COT-033	SIDE CHANNEL S05: PRE-CAST CONCRETE COVER SLABS
159-COT-034	SIDE CHANNEL S05: PANEL P13/MH. 106 REINFORCING DETAILS
159-COT-035	SIDE CHANNEL S05: REINFORCING DETAILS
159-COT-036	SIDE CHANNEL S06: PLAN, LONGSECTION AND CROSS SECTION (Ch. 2646.143 TO Ch. 2733.665m)
159-COT-037	SIDE CHANNEL S06: CONCRETE DETAILS
159-COT-038	SIDE CHANNEL S06: PRE-CAST CONCRETE COVER SLABS
159-COT-039	SIDE CHANNEL S06: REINFORCING DETAILS
159-COT-040	SIDE CHANNEL S07: PLAN, LONGSECTION AND CROSS SECTION (Ch. 2731.741 TO Ch. 2884.306m)
159-COT-041	SIDE CHANNEL S07: CONCRETE DETAILS
159-COT-042	SIDE CHANNEL S07: PRE-CAST CONCRETE COVER SLABS
159-COT-043	SIDE CHANNEL S07: REINFORCING DETAILS
159-COT-044	SIDE CHANNEL S08: PLAN, LONGSECTION OF STORMWATER PIPE (Ch. 2187.515 TO Ch. 2281.785m)
159-COT-045	SIDE CHANNEL S08: MANHOLE 118 – CONCRETE DETAILS
159-COT-046	SIDE CHANNEL S08: MANHOLE 118 – REINFORCING DETAILS
159-COT-047	SIDE CHANNEL S09: PLAN, LONGSECTION OF STORMWATER PIPE (Ch. 2486.003 TO Ch. 2619.447m)
159-COT-048	SIDE CHANNEL S10: PLAN, LONGSECTION OF STORMWATER PIPE (Ch. 2619.447 TO Ch. 2930.953m)
159-COT-049	SIDE CHANNEL S10: MANHOLE 119 – 124 CONCRETE DETAILS

DRAWING NO.	DESCRIPTION OF DRAWING
159-COT-050	SIDE CHANNEL S10: MANHOLE 119 – 124 REINFORCING DETAILS
159-COT-051	SIDE CHANNEL S11: PLAN, LONGSECTION AND CROSS SECTION (Ch. 2855.043 TO Ch. 2974.041m)
159-COT-052	SIDE CHANNEL S11: PANEL P1 & MANHOLE 127 – CONCRETE DETAILS
159-COT-053	SIDE CHANNEL S11: PANEL P1 & MANHOLE 127 – REINFORCING DETAILS
159-COT-054	SIDE CHANNEL S11: CONCRETE DETAILS P2 / P3 / P4
159-COT-055	SIDE CHANNEL S11: REINFORCING DETAILS PANELS P2 / P3 / P4
159-COT-056	SIDE CHANNEL S12: PLAN, LONGSECTION AND CROSS SECTION (Ch. 3040.830 TO Ch. 3119.853m)
159-COT-057	SIDE CHANNEL S12: CONCRETE DETAILS
159-COT-058	SIDE CHANNEL S12: REINFORCING DETAILS
159-COT-059	SIDE CHANNEL S12: REINFORCING DETAILS
159-COT-060	SIDE CHANNEL PM 08: PLAN, LONGSECTION OF STORMWATER PIPE (Ch. 2555.043 TO Ch. 2917.573m)
159-COT-061	SIDE CHANNEL PM 08: PLAN, LONGSECTION OF STORMWATER PIPE (Ch. 2555.043 TO Ch. 2917.573m)
159-COT-062	SIDE CHANNEL PM 08: PLAN, LONGSECTION OF STORMWATER PIPE (Ch. 2555.043 TO Ch. 2917.573m)
159-COT-063	CULVER L03: PLAN, LONGSECTION AND CROSS SECTION OF CULVERT (Ch. 1784.654 TO Ch. 1837.574m)
159-COT-064	CULVER L03: BASESLABS AND MANHOLE 103-CONCRETE DETAILS
159-COT-065	CULVER L03: BASESLABS AND MANHOLE 103-REINFORCING DETAILS
159-COT-066	CULVER L04: PLAN, LONGSECTION AND CROSS SECTION OF CULVERT (Ch's. 2151.216 TO Ch. 2187.515m)
159-COT-067	CULVER L05: PLAN, LONGSECTION AND CROSS SECTION OF CULVERT (Ch's. 2974.041 TO Ch. 3040.830m)
159-COT-068	CULVER L05: BASESLABS AND MANHOLE 128-CONCRETE DETAILS
159-COT-069	CULVER L05: BASESLABS AND MANHOLE 128- REINFORCING DETAILS
159-COT-070	CULVER L06: PLAN, LONGSECTION AND CROSS SECTION OF CULVERT (Ch. 3119.853 TO Ch. 3166.147m)
159-COT-071	CULVER L06: BASESLABS AND MANHOLE 130 CONCRETE DETAILS
159-COT-072	CULVER L06: BASESLABS AND MANHOLE 130 REINFORCING DETAILS
159-COT-073	TRANSITION T06: PLAN, LONGSECTION AND SECTIONS (Ch's. 1144.232 TO Ch. 1155.232m) CONCRETE DETAILS
159-COT-074	TRANSITION T06: REINFORCING DETAILS
159-COT-075	TRANSITION T07: PLAN, LONGSECTION AND SECTIONS (Ch's. 1640.226 TO Ch. 1654.226m)

DRAWING NO.	DESCRIPTION OF DRAWING
159-COT-076	TRANSITION T07: REINFORCING DETAILS
159-COT-077	TRANSITION T08: PLAN, LONGSECTION AND SECTIONS (Ch's. 1955.918 TO Ch. 1972.290m)
159-COT-078	TRANSITION T08: CONCRETE DETAILS
159-COT-079	TRANSITION T08: REINFORCING DETAILS
159-COT-080	TRANSITION T09: PLAN, LONGSECTION AND SECTIONS (Ch's. 2484.003 TO Ch. 2491.003m) CONCRETE DETAILS
159-COT-081	TRANSITION T10: PLAN, LONGSECTION AND SECTIONS (Ch's. 2449.043 TO Ch. 2855.043m) CONCRETE DETAILS
159-COT-082	TRANSITION T10: CONCRETE DETAILS
159-COT-083	TRANSITION T10: REINFORCING DETAILS
159-COT-084	TRANSITION T11: PLAN, LONGSECTION AND SECTIONS (Ch's. 2669.435 TO Ch. 2673.435m) CONCRETE DETAILS
159-COT-085	LAYOUT PLAN FOR FENCING AROUND OPEN CANALS
159-COT-086	DETAILS FOR FENCING
159-COT-087	BENDING SCHEDULE 1
159-COT-088	BENDING SCHEDULE 2
159-COT-089	BENDING SCHEDULE 3
159-COT-090	BENDING SCHEDULE 4
159-COT-091	BENDING SCHEDULE 5
159-COT-092	BENDING SCHEDULE 6
159-COT-093	BENDING SCHEDULE 7
159-COT-094	BENDING SCHEDULE 8
159-COT-095	BENDING SCHEDULE 9
159-COT-096	BENDING SCHEDULE 10
159-COT-097	BENDING SCHEDULE 11
159-COT-098	BENDING SCHEDULE 12
159-COT-099	BENDING SCHEDULE 13
159-COT-0100	BENDING SCHEDULE 14
159-COT-101	PRE-CAST CONCRETE COVER SLABS – REINFORCING DETAILS
159-COT-102	PRE-CAST CONCRETE COVER SLABS – REINFORCING DETAILS

The Principal Contractor will receive 3 sets of construction drawings, of which 1 set shall be designated for as-built records and updated by the Principal Contractor on a daily basis. The latter shall be:

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Part C3: Scope Of Work

Section C3.3: Procurement

- Made available to the Engineer or his/her duly authorised representative within 24 hours on request.
- Submitted to the Engineer with the completion of each project.

Take note: The information contained in the drawings, relating to the position, material and size of the existing services, may not be 100% accurate.

C3.3 PROCUREMENT

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C3.3.2.3	Subcontracting procedures	Error! Bookmark not defined.

C3.3.1 Preferential procurement procedures

C3.3.1.1 Requirements

The City of Tshwane (CoT) has a mandate and responsibility to fight poverty, build clean, healthy, safe and sustainable communities. To achieve this, the City adopted an Integrated Poverty Reduction and Community Development Strategy which requires all departments to cooperate and contribute towards poverty reduction through employing EPWP participants on projects. Therefore, the Roads and Stormwater Division is committed to utilize participants that are registered on the CoT Central Database on all projects. The aim is to ensure commitment by each contractor on a project to utilize 100% of its personnel of the EPWP Central Database in order to enhance poverty alleviation and the uplifting of participants.

The successful contractor appointed will have to request labour from the EPWP Office that will do a random selection from the Central Database. Fifty percent of all personnel on a project must be appointed from the Central Database provided by the EPWP Office. The idea is to place beneficiaries in the correct or appropriate project roles/occupations to help them achieve income capacity and/or to equip them through skills development. The contractor must provide data about the number of beneficiaries required, qualifications, type of placement/occupation and gender before the project starts. The successful contractor appointed must accommodate students that are in need of practical training or in- service training. One student per annum must be trained on this contract. The minimum wage as per Sectoral Determination: Civil Engineering Sector published in the Government Gazette will be payable for students.

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

1. Requirements for the sourcing and engagement of labour
 - 1.1 Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be sourced from EPWP.
 - 1.2 The guideline pay rate will be as set by the CIDB/ SAFCEC Gazetted rates
 - 1.3 Tasks by the Contractor must be such that:
 - (a) the average worker completes 5 tasks per week in 40 hours or less; and
 - (b) the weakest worker completes 5 tasks per week in 55 hours or less.
 - 1.4 The Contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.3.

C3.3.1.1.2 Appointment of Community Liaison Officer (CLO)

1. After selection of the PSC, at the same meeting indicated under item C3.5.1.15.1, residents and stakeholders in attendance are to vote for poll of three (3) potential CLO's coming from the community concerned.
2. In the event that a PSC is not constituted by public meeting, or cannot proceed with its work, as contemplated by section 6.1.3.5 of the Framework, the appointed PSC will nominate potential CLOs.
3. It is from this pool that the contractor, after interviewing the three (3) nominees and consultation with the PSC appoints the CLO.
4. Administrative processes for appointment of Community Liaison Officers.

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Part C3: Scope Of Work

Section C3.3: Procurement

- Minutes and an attendance register must be kept as evidence of the proceedings of the election meeting.
 - The office of the speaker must submit the results (minutes) and attendance registrar of the community liaison officer election meeting to the chairperson of the PSC, the contractor and the Expanded Public Works Programme (EPWP) Division.
 - The elected CLO will be appointed by the contractor for the duration of the project and also be remunerated by the contractor. Where the CLO is no longer available and another is appointed, the existing CLO shall cease to receive remuneration.
 - An employment agreement containing the general terms and conditions of the contract, will be issued to the CLO and must be signed by the CLO before commencement of duties.
 - A CLO will be appointed from the ward in which the project is executed.
 - The CLO's will be remunerated according to the entry level basic salary of an Administrator Officer position of the City of Tshwane (Task Level 5 notch 1 (B1-1)). No benefits will be applicable.
5. The CLO must have the following attributes: -
- have credibility and standing in the community.
 - have a strong personality.
 - be able to be firm and decisive.
 - be able to facilitate in disputes.
 - be able to handle conflict.
 - be able to keep minutes and records in a proper and orderly way.
 - have a knowledge of labour laws and industrial relations (training will be provided where necessary).
 - be objective and impartial.
 - be fair.

C3.3.1.2 Resource standard pertaining to targeted procurement

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

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

1. General

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

2. Amendments to SANS 1914-4

2.1 Replace the existing definitions with the following:

contract participation goal (CPG)

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

2.2 Add the following definitions:

contract amount

1) targeting strategy A

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

2) targeting strategy B

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

targeting strategy A

a strategy which:

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

targeting strategy B

a strategy which:

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

2.3 Replace clauses 3.11 and 3.12 with the following:

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

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

2.4 Replace 3.2.2 with the following:

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

2.5 Replace 4.1 with the following:

4.1 The contractor shall enter into written contractual agreements with all the targeted enterprises and targeted partners cited in the contract participation goal implementation plan and shall, as soon as is practicable, furnish the employer's representative with copies of such

agreements and the written acceptances thereof. The contract to be performed by the targeted enterprises and targeted partners shall, in the case of targeting strategy A, thereafter neither be reduced in scope, nor terminated without the prior written approval of the employer's representative, which shall not be unreasonably withheld or delayed.

2.6 Replace 4.2.1 with the following:

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

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

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

2.7 Replace 4.3 with the following:

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

2.8 Replace 6 with the following:

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

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

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

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

1. General

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

2. Amendments pertaining to SANS 1914-5

2.1 Replace the existing definitions with the following:

contract participation goal (CPG)

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

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

2.2 Add the following definitions:

Contract Amount

1) targeting strategy A

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

2) targeting strategy B

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

Targeting Strategy A

a strategy which:

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

Targeting Strategy B

a strategy which:

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

2.3 Terms and conditions for the engagement of targeted labour

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

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

2.5 Replace 6 with the following:

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

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

3. Training of targeted labour

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Part C3: Scope Of Work

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

C3.3.2 Subcontracting

C3.3.2.1 Scope of mandatory subcontract works

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

- Removal and reinstatement of Paving
- Establishment of the Contractor's base camp or depot
- Site Clearance
- Selected trench excavations
- Pipe laying smaller than 200 diameters (service ducts)
- Erection of traffic signs and Markings
- Traffic calming measures
- Bedding
- Construction of Manholes and junction boxes
- Construction of kerb inlet, and outlet structures
- Paving for walkways
- Laying of Edge beams and kerbing

C3.3.2.2 PREFERRED SUBCONTRACTORS/SUPPLIERS

Section 47 of the SCM Policy SUB-CONTRACTING

When subcontracting:

The City shall obligate main contractors or service providers to engage targeted enterprises in the performance of their contracts incorporating resource specifications.

- (1) The appointed service provider must source competent and capable service providers and where applicable be registered with the relevant body and submit a list of sub-contractors for approval to the City of Tshwane.
- (2) Sub-contracting entity should have at least equal B-BBEE level status and /or specific goals or higher than the main contractor.
- (3) Minimum of 30% will be sub-contracted for this tender.
- (4) Local economic participation should be given priority when making a list of potential subcontractors available

• City of Tshwane Participants with specific attention for the region in which the contract is to be executed should be given priority and the below competent and capable designated groups should be prioritized.

- a) An EME or QSE
- b) An EME or QSE which is at least 51% Black Owned

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- c) An EME or QSE which is at least 51% Owned by Black youth
- d) An EME or QSE which is at least 51% Black Women Owned
- e) An EME or QSE which is at least 51% owned by black people with disabilities
- f) An EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships
- g) A cooperative which is at least 51% owned by black people
- h) An EME or QSE which is at least 51% owned by black people who are military veterans; or
- i) More than one of the categories referred to in paragraphs (a) to (h).

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

- Gauteng Participants
- National participants

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

C3.3.2.3.2 The contractor shall without delay enter into a written contract with the successful tendering subcontractor based on their accepted tender submission.

C3.3.2.3.3 The contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

CITY OF TSHWANE
ROADS AND STORMWATER

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UPGRADING OF STORMWATER SYSTEMS IN RAMOTSDE NETWORK
1A, 1C AND 1F FOR A PERIOD OF 18 MONTHS**

C3.4 CONSTRUCTION

C3.4 CONSTRUCTION

C3.4.1 Works Specifications

C3.4.1.1 Applicable standards

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

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

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

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

C3.4.1.2 Applicable national and international standards

Will be specified per work package

C3.4.1.3 Particular/generic specifications

C3.4.1.3.1 Generic Labour Specification

01 Scope

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

- a) trenches having a depth of less than 1.5 metres
- b) stormwater drainage
- c) low-volume roads
- d) sidewalks and non-motorised transport infrastructure
- e) water and sanitation

02 Precedence

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

03 Hand excavate-able material

Hand excavate-able material is material:

- a) granular materials:
 - i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dens, or dense; or

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

NOTE:

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

Table 1: Consistency of materials when profiled

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

Trench excavation

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

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

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

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

06 Excavation

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

07 Clearing and grubbing

Grass and bushes shall be cleared by hand.

08 Shaping

All shaping shall be undertaken by hand.

09 Loading

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

10 Haul

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

11 Offloading

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

12 Spreading

All material shall be spread by hand.

13 Compaction

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

14 Grassing

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

15 Stone pitching and rubble concrete masonry

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

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

Grout shall be mixed and placed by hand.

16 Manufactured Elements

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

C3.4.1.4 Labour Intensive Competencies of Supervisory and Management Staff

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

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

TABLE 1: Skills Programme for Supervisory and Management Staff

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

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

C3.4.1.5 Required performance characteristics on Traffic Markings

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

01 Durability

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

02 Night-time visibility

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

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

TABLE 7.2

FACTOR	NEW MATERIALS (Tested within one month of application)			USED MATERIALS (Tested after twelve months of application)		
	WHITE	YELLOW	RED	WHITE	YELLOW	RED
Colour	0,305	0,494	0,660	0,305	0,481	0,655
	0,335	0,470	0,610	0,350	0,444	0,579
	0,325	0,493	0,638	0,340	0,494	0,606
	0,295	0,522	0,690	0,295	0,054	0,690
$\gamma^{(1)}$	0,315	0,505	0,340	0,315	0,518	0,345
	0,345	0,480	0,340	0,360	0,476	0,341
	0,355	0,457	0,312	0,370	0,426	0,314
	0,325	0,477	0,310	0,325	0,454	0,310
Luminance Factor	0,6	0,4	+0,08	0,45	0,3	+0,06
Coefficient of Retro reflection (millicandelas/lux/m²)	200	135	50	140	90	20
Skid Resistance BPN ⁽²⁾	50	50		50		

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

03 Materials

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

04 Colour

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

05 Protection

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

06 Quality Control

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

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

C3.4.2 Plant and materials

C3.4.2.1 Plant and materials supplied by the employer

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

C3.4.2.2 Materials, samples and shop drawings

C3.4.2.2.1 Road Construction Materials

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

C3.4.2.2.2 Aggregate for Concrete

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

C3.4.2.2.3 Water for Concrete and Construction Purposes

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

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

C3.4.2.2.4 Spoil Material

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

C3.4.2.2.5 Cement for concrete

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

C3.4.3 Construction equipment

C3.4.3.1 Requirements for equipment

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

C3.4.3.2 Equipment provided by the Employer

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

C3.4.4 Existing services

C3.4.4.1 Location of services

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

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

C3.4.4.2 Treatment of existing services

As per the Engineer's Instructions.

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

Equipment to be used at the direction of the Engineer

C3.4.4.4 Damage to services

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

C3.4.4.5 Reinstatement of services and structures damaged during construction

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

C3.4.5 Site establishment

C3.4.5.1 Services and facilities provided by the employer.

The employer will not provide any services and / or facilities

C3.4.5.2 Facilities provided by the contractor

C3.4.5.2.1 Contractor's Camp site

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

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

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

C3.4.5.2.2 Water Supply

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

C3.4.5.2.3 Power Supply

The Contractor shall make his own arrangements.

C3.4.5.2.4 Ablution Facilities

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

C3.4.5.2.5 Cellular Telephone

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

C3.4.5.2.6 Site Facilities required by the Engineer

One site office of approximately 36m² complete with sufficient lighting and power points. Two desks, ten chairs, one conference table and two steel filing cabinets. Three carports for his exclusive use, a net shade cover will suffice. An ablution unit for his exclusive use.

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

C3.4.5.3 Storage and laboratory facilities

The Engineer will order the Contractor to provide as needed.

C3.4.5.4 Other facilities and services

None.

C3.4.5.5 Vehicles and equipment

The Engineer will order the Contractor to provide as needed.

C3.4.5.6 Advertising rights

Not applicable.

C3.4.5.7 Notice boards

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

C3.4.6 Site usage

Not applicable.

C3.4.7 Permits and way leaves

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

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

To be carried out with the instruction from the Engineer.

C3.4.9 Inspection of adjoining properties

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

C3.4.10 Water for construction purposes

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

C3.4.11 Survey control and setting out of the works

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

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ROADS AND STORMWATER

CONTRACT NO: RTD 14-2024/25

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE
UPGRADING OF STORMWATER SYSTEMS IN RAMOTSDE NETWORK
1A, 1C AND 1F FOR A PERIOD OF 18 MONTHS**

C3.5 MANAGEMENT

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C3.5 MANAGEMENT

C3.5.1 Management of the works

C3.5.1.1 Applicable SANS 1921 standards

Will be specified per work package

C3.5.1.2 Particular / generic specifications

C3.5.1.2.1 Corrections and amendments to the Standard Specifications

CLAUSE / ITEM

CORRECTION

Series 6: Roads and Parking Areas

Section 602: Crushed-stone Pavement Layers

08 MEASUREMENT AND PAYMENT

Item

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

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

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

SERIES 1: ANCILLARY WORK

SECTION 001: GENERAL REQUIREMENTS AND CHARGES

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ITEM 001.03.03.2: Relocating of existing services

Add pay item 001.03.03.2 Relocating of existing services with the following

Item		Unit
B 003.03.2	Relocating of existing services	Prov- sum
B001.03.03.03	Percentage on item B001.03.02 for charges And profit	percentage (%)

The Payment will be made once we receive the completion notification for the relocated services from the relevant department.

Item 001.05: Community liaison officer

Replace pay item 001.05 Community liaison officer with the following:

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

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

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

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

Add the following Items:

Item		Unit
B001.06	Contract Name Board	No

The sums tendered shall include full compensation for the procurement and erection of the Contract name board as specified on drawings and at locations specified by the Engineer.

Item		Unit
B001.07	Accredited training	
B001.07.01	Accredited training for Labourers	Prov. Sum

B001.07.02 Percentage on item B001.07.01 for charges and profit percentage (%)

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

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

Item

B606.02.02 Extra over or under item 606.02.01 for traffic calming measures (Speed Humps) as per dwg STD0016 No

The unit of measurement shall include full compensation for supplying of Asphalt, construction of speedhump, marking, and installation of its associated signs.

Payment will be made upon the approval of the completed speedhump by the Engineer,

Replace pay item 903.06 *Other Special Tests Requested by the Engineer* with the following

Item

B903.06 Other Special Tests Requested by the Engineer

B903.06.01 Cost of Testing Prime Cost Sum

B903.06.02 Percentage on item B903.06.01 for charges and profit percentage (%)

The Engineer will, through a site instruction nominate the appointment of a SANAS accredited laboratory to conduct all special tests required. The Contractor will pay the laboratory on a monthly basis throughout the duration of the project until all special tests required are completed

C3.5.1.3 Planning and Programming

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

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

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

- The dates when, in order to construct the Works in accordance with his programme, the Contractor will need materials and other things to be provided by the Employer.
- For each activity, a statement of how the Contractor plans to do the work identifying the principal equipment and other resources which he plans to use.
- The execution of the work must be programmed in such a manner as to limit disruption to passing traffic and residents to a minimum.

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

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

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

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

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

C3.5.1.4 Sequence of the works

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

C3.5.1.5 Software application for programming

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

C3.5.1.6 Methods and procedures

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

C3.5.1.7 Quality plans and control

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

C3.5.1.12 Recording of weather

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

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

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

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

Extension of time due to abnormal rainfall for the purposes of this contract shall be determined by means of Method 1. The rainfall records at Rainfall Station, Pretoria University Proefplaas 05134651 for the period 1960 to 2004 reproduced in the accompanying table and the monthly averages, Rn and Nn, for this period, shall for the purpose of this Contract be taken as normal rainfall.

MONTH	Rn	Nn	MONTH	Rn	Nn
January	118.6	3.7	July	2.2	0.0
February	89.6	2.7	August	5.0	0.1
March	86.0	2.6	September	18.2	0.6
April	50.4	1.5	October	71.3	2.2
May	14.0	0.4	November	103.4	3.9
June	7.3	0.2	December	115.5	4.0
			TOTAL	696.7	22.3

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

C3.5.1.13 Format of communications

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

C3.5.1.14 Key personnel

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

C3.5.1.15 Management meetings

C3.5.1.15.1 Community participation

Community participation consists of engagement of Project Steering Committees (PSC). The relevant Ward Councillor shall, in cooperation with the Office of the Speaker and the Expanded Public Works

Programme (EPWP) Division, facilitate an initial public meeting for the community and stakeholders to enable them to nominate members for the Project Steering Committees (PSC)

The functions of the PSC will be to:

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

The PSC will not have the power to:

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

A monthly meeting will be held with the PSC to discuss relevant matters. The site agent and resident engineer will attend the meetings. The contractor will have to report on progress, deviations from the programme, financial matters community related aspects, general problems and co-operation at the meeting. The PSC members will not receive any remuneration for attending, and they must provide their own transport.

C3.5.1.16 Forms of contract administration

Contract administration pro-formas will be as provided by the Engineer

C3.5.1.17 Electronic payments

Will be as per City of Tshwane's standards.

C3.5.1.18 Daily records

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

C3.5.1.19 Bonds and guarantees

Will be as specified in the Contract Data

C3.5.1.20 Payment certificates

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

C3.5.1.21 Permits

Not applicable.

C3.5.1.22 Proof of compliance with law

Not applicable.

C3.5.1.23 Insurance provided by the employer

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

Contractors All Risk and Liability Insurance:

Mrs Morongwa Mokoena

Ms Morongwa Mokoena

Tel No: (012) 358 1126

Email: MorongwaM@Tshwane.gov.za

Red Brick Building

2nd Floor, Room 205

Eskia Mphahlele Drive

C3.5.2 Environmental Specification

C.3.5.A.1 Introduction

This Environmental Specification is an important component of the Environmental Management Programme (EMP) for the construction of 3.0 km of internal roads, walkways, and stormwater systems. It outlines the environmental management measures required to mitigate impacts and ensure compliance with legislative and municipal requirements.

C.3.5.A.2 Objectives

- Ensure environmental compliance during construction activities.
- Minimize negative Environmental impacts.
- Promote sustainable Construction practices.
- Align construction activities with the City of Tshwane Municipality's environmental and planning standards.

C.3.5.A.3 Roles and Responsibilities

- Project Engineer: Ensure adherence to this specification and oversee Contractor compliance.
- Environmental Control Officer (ECO): Conduct monthly audits, monitor compliance, and provide guidance on environmental issues.
- Contractor: Implement and comply with all environmental requirements and instructions issued by the ECO or Project Engineer.

C.3.5.A.4 Environmental Management Measures

C.3.5.A.4.1. Pre-Construction Phase

- Develop a Contractor's Environmental Management Plan (CEMP) to be approved by the ECO.
- Conduct environmental awareness training for all personnel involved in the project.
- Clearly demarcate and protect sensitive environmental areas.
- Ensure that necessary permits and approvals are obtained prior to construction.

C.3.5.A.4.2 Construction Phase

Stormwater Management:

- Prevent sedimentation of stormwater systems by using silt traps.

- Ensure all stormwater discharges are clean and free of pollutants.

Erosion Control:

- Stabilize disturbed areas promptly.
- Use temporary erosion control measures (e.g., geo-textiles or straw bales) where required.

Dust Management:

- Implement regular water spraying on unpaved surfaces to reduce dust.
- Cover stockpiles to prevent wind erosion.

Waste Management:

- Segregate and dispose of construction waste appropriately.
- Recycle materials where feasible.

Noise Control:

- Limit construction activities to designated working hours.
- Use silencers or noise-dampening equipment for machinery.

Vegetation Management:

- Avoid unnecessary removal of vegetation.
- Rehabilitate cleared areas with indigenous vegetation post-construction.

C.3.5.A.4.3 Post-Construction Phase

- Rehabilitate all disturbed areas to pre-construction conditions or better.
- Remove all construction equipment, debris, and temporary facilities from the site.
- Conduct a final environmental audit to ensure compliance and address outstanding issues.

C.3.5.A.5 Compliance and Monitoring

- Monthly environmental monitoring and auditing by the ECO.
- Submission of monthly environmental compliance reports to the project team.
- Immediate reporting and resolution of non-compliance incidents.

C.3.5.A.6 Penalties

- Non-compliance with environmental specifications may result in penalties as stipulated in the contract / Environmental Management Programme. The contractor will be responsible for all costs associated with remediation of environmental damages caused by their activities.

Contract: RTD01-2024/2025-TIDC--: Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network
1A, 1C & 1F
Part C3: Scope Of Work
Section 3.6: Particular Specifications and variations and additions to the Standard Specifications

CITY OF TSHWANE
ROADS AND STORMWATER

CONTRACT NO: RTD 14-2024/25

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE
UPGRADING OF STORMWATER SYSTEMS IN RAMOTSDE NETWORK
1A, 1C AND 1F FOR A PERIOD OF 18 MONTHS**

Contract: RTD 14-2024/25: Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A, 1C & 1F

Part C3: Scope Of Work

Section 3.8: Health And Safety Specification

CITY OF TSHWANE
ROADS AND STORMWATER

CONTRACT NO: RTD14 -2024/25

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE
UPGRADING OF STORMWATER SYSTEMS IN RAMOTSE NETWORK 1A,
1C AND 1F FOR A PERIOD OF 18 MONTHS**

**C3.8 REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT AND
REGULATIONS: HEALTH AND SAFETY SPECIFICATION**

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

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

1. SCOPE

1.1 Scope of Specification

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

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

This specification applies to tunneling although the minimum requirements for tunneling are contained in the Mines Health and Safety Act. This specification however does not apply to underground construction at this point in time as covered by the Mines Health and Safety Act, 1996 (Act 29 of 1996) as amended.

1.2 Philosophy contingencies

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

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

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

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

The specification accordingly provides for:

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

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

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

1.3 Consultant OHS Inspector

Candice Projects & Safety Concern will be representing the client/client's agent as their Occupational Health and safety agent in accordance with Section 5(6) of the Construction Regulations of 2014.

2. INTERPRETATIONS

2.1 Supporting specifications

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

- a) Occupational Health and Safety Act, (Act 85 of 1993), and all regulations associated with the scope of works which shall include, but shall not be limited to the following:
 - Construction Regulations, 2014.
 - Regulations for Hazardous Biological Agents, 2001 read with COVID-19 OHS Directives issued under the Disaster Management Act (Act 57 of 2002).
 - General Safety Regulations, 1986.
 - General Administrative Regulations, 2003,
 - Driven Machinery Regulations, 2015,
 - Electrical Installation Regulations, 2009,
 - Electrical Machinery Regulations, 2011,

- Environmental Regulations for Workplaces, 1987.
 - Facilities Regulations, 2004.
 - Noise-Induced Hearing Loss Regulations, 2003
- b) Clauses 4.5.2, 4.6, 4.7 and 4.8 of the Contract Data.
- c) Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005, of City of Tshwane Metropolitan Municipality.

2.2 Application

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

2.3 Definitions

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

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

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

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

2.4 Duties, responsibilities, and liabilities

2.4.1 Principal Parties

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

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

- Contractor's Designer

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

a) Employer

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

5.(1) A client must –

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

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

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

b) Employer's Safety Agent

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

c) Contractor

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

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

- 4(1) Notify the provincial director in writing (Annexure 2 or similar form) 7 days prior to the commencement of the intended construction works. Ensure that a copy of the notification letter is kept on site for inspection on request as well as proof of its receipt by the Department of Labour.
- 7(1)(a) Prepare a Health and Safety Plan which includes a COVID-19 Response Plan, based on the Employer's health and safety specifications.
- 7(1)(a) Implement the Health and Safety Plan from the Commencement Date until completion of the Works.
- 7(1)(b) Open and keep on site a health and safety file which must include all documentation required by the OHS Act and the associated regulations as well as the Employers health

- and safety specifications, which shall be made available on request of an Inspector, the employer or employers' agent.
- 7(4) Ensure co-operation between all contractors to enable each to comply with the provisions of Construction Regulations.
- 7(1)(c)(i) Provide any Tenderer or Sub-Contractor with copies of the Employer's health and safety specifications.
- 7(1)(c)(v) Appoint each Sub-Contractor in writing for their part of the project.
- 7(1)(c)(vi) Ensure that each Subcontractor's Health and Safety Management Plan is implemented and maintained on their portion of the Works.
- 7(1)(c)(vii) Ensure that periodic site audits and document verification is done at regular intervals as agreed between Principal Contractor and Sub-Contractor not exceeding 30 days in between.
- 7(1)(c)(viii) Stop any Sub-Contractor from executing Works, not in accordance with, the Employers Health and Specifications and/or the Principal Contractors Health and Safety Plan or which poses a threat to the health and safety of persons.
- 7(1)(c)(ix) Ensure that sufficient health and safety information and appropriate resources are made available where applicable, to the Sub-Contractor when changes are brought about to the design of the Works.
- 7(1)(c)(iv) Ensure that his Sub-Contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works.
- 7(1)(c)(ii) Ensure that his Tenderers have made provision in their tenders for the cost of health and safety measures during the construction of the Works in line with the requirements of the Employers Health and Safety Specification and his Health and Safety Management Plan.
- 7(1)(c)(x) Discuss and negotiate the contents of his Sub-Contractor's Health and Safety Plan, to ensure compliance with the Employer's Health and Safety Specification and consistent with the Contractors Health and Safety Management Plan.
- 7(2)(a) Approve his Sub-Contractor's Health and Safety Plan for implementation and to keep records of all such approvals on site for auditing purposes.
- 7(2)(a) On request, make available a copy of his and his Sub-Contractor's Health and Safety Plan to an employee, inspector, contractor, the Employer or the Employer's Safety Agent.
- 7(2)(b) Open and keep on site a health and safety file which must include all documentation required by the OHS Act and the associated regulations as well as the Employers health and safety specifications and the Principal Contractors Health and Safety Plan, which shall be made available on request of an Inspector, the employer or employers' agent and the Principal Contractor or its agent.
- 7(e) Hand over a consolidated health and safety file to the employer upon completion of the Works.
- 7(f) Ensure that a comprehensive and updated list of all his Sub-Contractors (including their respective sub-contracting agreements) are included in the health and safety files.
- 7(c)(iii) Satisfy himself on the competencies and resources of the Sub-Contractor he intends appointing.
- 7(5) Ensure that all employees undergo health and safety induction prior to permitting each employee access to the Works. The Contractor shall ensure that proof of such is available on site for auditing purposes.

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

In terms of Clause 4.6 of the Contract Data, it shall be deemed that the parties to this Contract have agreed in writing in terms of Section 37(2) of the Occupational Health and Safety Act, 1993 that the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 and all its regulations, including the Constructions Regulations, 2014, for which he is liable as mandatory.

d) Sub-Contractor

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

- 7(2)(a) Demonstrate a Health and Safety Plan based on the Employer's health and safety specification.
- 7(2)(a) Apply his Health and Safety Plan from the Commencement Date and until completion of the Works.

- 7(2)(c) Satisfy himself on the competencies and resources of any Sub-Contractor he intends appointing.
- 7(2)(e) Provide the Contractor with any information which might affect the health and safety of any person or which might justify a review of the Health and Safety Plan.

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

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

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

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

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

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

2.4.2 Secondary Parties

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

- Construction Manager
- Construction Health and Safety Officer
- Contractor's Employees

- Fall Protection Developer
- Health and Safety Consultant
- Health and Safety Representative
- Risk Assessor

a) Construction Manager CR 8(1)

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

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

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

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

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

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

c) Contractor's Employees

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

- Take reasonable care for the health and safety of himself and of other persons who may be affected by his acts,
- Co-operate with his employer with regards to health and safety to ensure that his employer complies with requirements imposed on him,
- Obey the health and safety rules and procedures laid down by his employer,
- Report any unsafe or unhealthy situation to his employer or to the health and safety representative for his workplace,

- Immediately report any incident including near miss incidents, in which he was involved, or which has caused an injury to himself or others, and
- Assist in inquiries and incident investigations.

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

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

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

e) Health and Safety Consultant CR 5(6)

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

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

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

g) Risk Assessor CR 9(1)

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

2.4.3 Supervisors, Inspectors and Issuers

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

a) Construction Supervisor CR 8(7)

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

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

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

c) Demolition Work Supervisor CR 14(1)

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

d) Electrical Temporary Installation Inspector CR 24(d)

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

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

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

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

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

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

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

g) Fire Extinguisher Inspector CR 29(h)

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

h) Ladder Inspector GSR 13A (1)

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

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

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

j) Scaffolding Supervisor CR 16(1)

The Scaffold Supervisor will be required to supervise all scaffolding work operations carried out on the Works and to ensure compliance with Section 16 of the Construction Regulations, 2014 as well as ensure compliance with applicable SANS 10085-1:2014 Standards. The Contractor shall ensure that proof of such is available on site for auditing purposes.

k) Stacking and Storage Supervisor CR 28(a)

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

l) Suspended Platform Supervisor CR 17(1)

The Suspended Platform Supervisor will supervise all suspended platform work operations carried out on the Works and to ensure compliance with Section 17 of the Construction Regulations, 2014. The supervisor will also see to it that all suspended platform erectors, operators, and inspectors are competent to carry out their work. The Contractor shall ensure that proof of such is available on site for auditing purposes.

3. GENERAL REQUIREMENTS OF HEALTH AND SAFETY PLAN & COVID-19 RESPONSE PLAN

3.1 Outline of COVID-19 Response Plan

It will be expected from the Contractor to include in his safety plan a COVID-19 Response Plan on how to accomplish the requirements relating to the Construction Regulations, 2014, Regulations for Hazardous Biological Agents read with COVID-19 OHS Directives issued under the Disaster Management Act (Act 57 of 2002) and related incorporated standards and regulations.

The following aspects must be covered in the Contractors COVID-19 Response Plan:

- The appointment of a COVID-19 Compliance Officer.
- The duties of the COVID-19 Compliance Officer.
- Strategies to prevent the spreading of COVID-19.
- Risk Assessments on high-risk areas, activities and employees.
- Develop Policies on:
 - COVID-19
 - Social Distancing
 - Protection of Vulnerable Employees
 - Medical Surveillance Policy
 - Transport Policy on Company Provided Transport as well as Public Transport (Protection of other commuters)
- Develop Procedures for:
 - Access Control and Screening Procedures for Employees and Visitors
 - Contact Tracing (Assisting the Department of Health)
 - Protection of vulnerable employees.
 - Reporting of positive cases.
 - Procedures following positive cases.
 - Resumption of work after positive cases.
 - Medical Surveillance of employees.
 - Hygiene in the Workplace
 - Social Distancing
 - Engineering methods (providing protective barriers)
 - Safe Work Procedures (where social distancing cannot be established)
 - Staggered work hours, tea times, lunch times etc.
- Awareness Programs focusing of providing critical information, safety tips, hygiene protocols, social distancing, the use of protective equipment etc.

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

The following generic aspects should be covered in their safety plan

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

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

Once a successful tenderer has been appointed, the Contractor shall supply a detailed Health and Safety Plan for review by the Employer, prior to site mobilization, to ensure compliance with the Construction Regulations, 2014. Mobilization shall be dependent upon the acceptance of the Contractor's Health and Safety Management Plan by the Employer. The Contractor's Health and Safety Plan should include, but not be limited to, those sections indicated in Section 3.2 of this specification.

3.2 Outline of Health and Safety Plan

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

1. Aim and Scope of Plan,
2. COVID-19 Response Plan,
3. Scope of Work
 - a. Main Construction Work,
 - b. Excavations,
 - i. Demarcation of excavations,
 - ii. Access and Egress,
 - iii. Shoring,
 - iv. Inspections,
 - v. Public Access,
 - c. Bulk Earthworks,
 - i. Clearing and Grubbing,
 - ii. Stockpiling,
 - iii. Borrow pits,
 - iv. Transporting,
 - v. Environmental Management Plan
 - d. Temporary Works,
 - i. Formworks,
 - ii. Support Works,
 - e. Road Works,
 - i. Traffic Accommodation Plan
4. Location of the Works
5. Risk Management,
 - a. Alternative Forms of Risk Assessment,
 - b. Methodology of Risk Assessment,
 - c. Elements of Risk Assessment,
 - i. Scope of assessment,
 - ii. Risks Identified,
 - iii. Risk Analysis,
 - iv. Risk Evaluation,

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

4. COVID-19 RESPONSE PLAN

This section of the specification provides guidelines for the Contractor in preparation of their COVID-19 Response Plan:

In accordance with the COVID-19 Directives every employer must appoint a person who is part of management as a COVID-19 Compliance Officer.

The duties of the COVID-19 Compliance Officer must for part of the COVID-19 Response Plan. The duties must include:

- Developing of strategies to prevent the spreading of COVID-19 in the workplace.
- Conduct Risk Assessments on high-risk areas, activities and employees.
- Develop Policies on:
 - COVID-19
 - Social Distancing
 - Protection of Vulnerable Employees
 - Medical Surveillance Policy
 - Transport Policy on Company Provided Transport as well as Public Transport (Protection of other commuters)
- Develop Procedures for:
 - Access Control and Screening Procedures for Employees and Visitors
 - Contact Tracing (Assisting the Department of Health)
 - Protection of vulnerable employees.
 - Reporting of positive cases.
 - Procedures following positive cases.
 - Resumption of work after positive cases.
 - Medical Surveillance of employees.
 - Hygiene in the Workplace
 - Social Distancing
 - Engineering methods (providing protective barriers)
 - Safe Work Procedures (where social distancing cannot be established)
 - Staggered work hours, tea times, lunch times etc.
- Implement awareness programs focusing of providing critical information, safety tips, hygiene protocols, social distancing, the use of protective equipment etc.

5. SCOPE OF WORK:

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

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

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

6. LOCATION OF THE WORKS

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

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

7 RISK MANAGEMENT

7.1 General

This section of the specification provides guidelines for the Contractor in preparation of risk assessments in order to ensure compliance with Section 9 of the Construction Regulations, 2014. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged.

A suitable and sufficient risk assessment is an assessment which:

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

The requirements of the Construction Regulations, 2014, will not be satisfied by a single risk assessment exercise that holds good for all time. The risk assessment process on the Works is an ongoing process.

The objectives of risk assessments are to:

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

- Identify the nature of the required ongoing attention.

7.2 Forms of Risk Assessment

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

7.2.1 Baseline or datum risk assessments

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

7.2.2 Issue based risk assessments

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

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

7.2.3 Continuous risk assessments

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

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

7.3 Methodology for the Preparation of Risk Assessments

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

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

7.4 Elements of a Risk Assessment

7.4.1 General

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

- 1) Consider scope and nature of risks involved, determine purpose and physical and legal bounds of assessment and define risk evaluating criteria,
 - 2) Systematically identify risks,
 - 3) Analyze risks with regard to causes, likelihood of occurrence and possible consequences against the background of existing controls and its effectiveness,
 - 4) Evaluate risks in terms of pre-established criteria to determine need and priority for attention,
 - 5) Treat risks through a process of risk elimination, substitution, controlling risk at source, risk mitigation such as training and as far as risk remains, provide personal protective equipment (PPE),
 - 6) The mitigation methods must focus the 4 T's of risk management.
 - a. Terminate the risk entirely at the source through engineering controls.
 - b. Treat the risk through a combination of engineering controls and Safe Work Procedures.
 - c. Transfer the risk to someone (company) more suited to handle the specific types of risks.
 - d. Tolerate the risk depending on the type of risk as well as the residual risk factor only after the implementation of engineering controls and/or safe work procedures and the use of personal protective equipment.
- Bear in mind that Personal Protective Equipment (PPE) shall only be identified as a last resort in the mitigation of risks.
- 7) Monitor and review progress and performance in terms of management system, and
 - 8) Communicate and consult.

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

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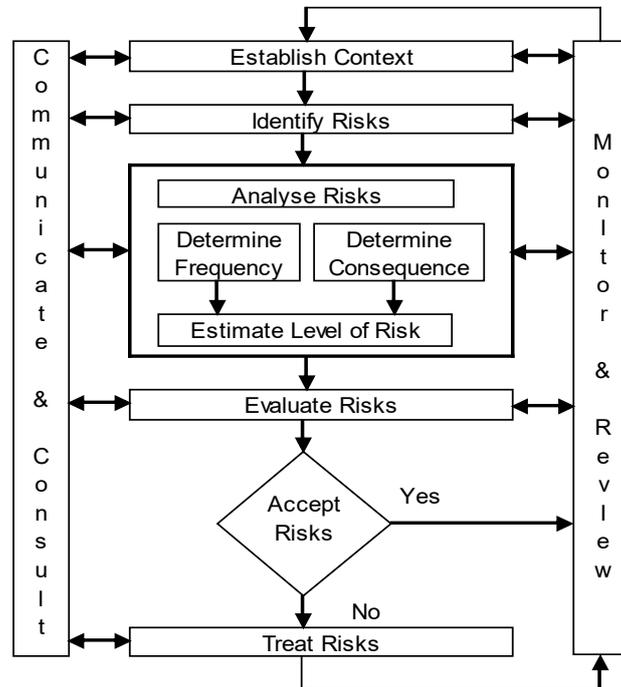


Figure 1: Risk Management Process

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

7.4.2 Risk Identification

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

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

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

7.4.3 Risk Analysis

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

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

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.

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

7.4.4 Risk Evaluation

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

- If the assessed risk exceeds similar risks that have occurred in the past and that are considered to be unacceptable, the assessed risk will require treatment depending upon its magnitude as discussed in Section 4.4.5, or

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

7.4.5 Risk Treatment

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

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

The following principles enable the optimum treatment to be determined:

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

7.4.6 *Reporting and Recording*

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

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

7.4.7 *Monitoring and Review*

It is necessary to monitor risks, the effectiveness of the risk treatment plan and the strategies and management system set up to control implementation. Control of the risk management program entails the setting of standards, monitoring actual performance, comparing the performance with the standards, and correcting any deviations from the standard. Risks and the effectiveness of the control measures need to be monitored to ensure changing circumstances do not alter risk priorities. Few risks remain static.

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

7.4.8 *Communication and Consultation*

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

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

8. BASELINE RISK ASSESSMENT

8.1 Purpose

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

It is to further ensure that the client has advised and inform the Principal Contractor, Contractor and the Department of Labour of the prevailing risk and hazards associated with the project before commencement with the work on site.

To ensure that the Principal Contractor, Contractor identify, analyse, evaluate, and establish control measures to eliminate, mitigate before issuing Personal Protective Equipment of clothing to the workers or any other person affected by activities on site.

8.2 Scope

This Baseline Risk Assessment (BRA) apply to the above-mentioned project and for the application of Construction work permit as well as for the Principal Contractor & Contractor appointed for the Project.

8.3 Normative Reference

Section 8(2)(d) of the Occupational Health and Safety Act

Section 5(1)(a) & Section 9 of the Construction Regulation 2014.

Section 6 of Regulations for Hazardous Biological Agents read with COVID-19 OHS Directives.

8.4 Baseline Risk Assessment

In terms of Construction Regulation 5(1)(a), a client is required to prepare a baseline risk assessment of the intended construction project. This Baseline Risk Assessment has been developed in order to ensure that risks and hazards are identified, analysed and evaluated in order to eliminate, mitigate and reduce the exposure to such risk.

Effort shall be made to identify more site-based risks and hazards and possible solutions as far as is reasonably practicable to prevent exposure to such risks and hazards, a task-based risk assessment shall have conducted on site.

In the table below are some of identified baseline risks to be taken into consideration when preparing the health and safety plan for the project:

ITEM	ACTIVITY ISSUE	HAZARD	RISK	RISK RATING (High/Med/Low)	MINIMUM CONTROL
1.	Access control	Public access to site	Injury & Damage to property	Medium	Protection of site (Barricade and fence); Controlled access point; Secure; Signage (Information, Warning & Prohibition signs); Traffic management; Notifications and planning & Identification of high risk areas & Location.
2.	Transportation	Transportation of worker & Material	Road accident; Overloading;	Medium	Training; Inspection of equipment; Competent person; Safe work and operating procedures; Personal Protective Equipment & Clothing
3.	Traffic Accommodation	Traffic movement	Accident	Medium	Protection of the road (Barricade, barriers, speed humps); Road traffic control; access point; Signage (Information, Warning & Prohibition signs); Traffic management; Notifications and planning & Identification of high risk areas & Location.
4.	Site Establishment	Plant, Equipment Machinery; workers and environment	Injury; damage to property & Environmental impact	Low	Supervision; Prevent exposure; Substitution; Engineering controls;

ITEM	ACTIVITY ISSUE	HAZARD	RISK	RISK RATING (High/Med/Low)	MINIMUM CONTROL
					Training; Inspection of equipment; Competent person; Safe work and operating procedures; Personal Protective Equipment & Clothing
5.	Underground Services & Overhead powerlines	Water/Sewage/gas pipes & Electrical cables	Injury; Electrocution; damage to property & Environmental impact	Medium	Supervision; Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent & qualified person; Safe work and operating procedures; Lockout & Tag; Personal Protective Equipment & Clothing
6.	Redirecting Isolation and disconnecting Services	Electricity, Water/Sewage/gas pipes; Excavation	Electrocution; damage to property & Environmental impact	Medium	Supervision; Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent & qualified person; Safe work and operating procedures; Lockout & Tag; Personal Protective Equipment & Clothing
7.	Storage of flammable material and liquids	Fuel storage; gas bottles; Smoking; spark	Fire; explosion; damage to property;	Medium	Management & Control of exposure; Prevent exposure; Substitution;

ITEM	ACTIVITY ISSUE	HAZARD	RISK	RISK RATING (High/Med/Low)	MINIMUM CONTROL
			Environmental impact		Engineering controls; Training; Inspection of equipment; Competent person; Safety Symbolic signs (Information, Warning & Prohibition); Safe work and operating procedures; Personal Protective Equipment & Clothing
8.	Temporary Electrical Installation	Electricity	Electrocution; Fire; explosion damage to property	Low	Supervision; Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent & qualified person; Safe work and operating procedures; Lockout & Tag; Personal Protective Equipment & Clothing
9.	Bulk Earthworks (surface works) and stockpile including excavations deeper than 1.5 metres	Underground Services; Plant, Equipment Machinery; Excavation; workers and environment	Injury; Electrocution; damage to property; ground collapse & Environmental impact	Medium	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Rescue plan Personal Protective Equipment & Clothing
	Bulk Earthworks (excavations) and	Underground Services; Plant,	Injury; Electrocution;	Medium	Locating of underground services;

ITEM	ACTIVITY ISSUE	HAZARD	RISK	RISK RATING (High/Med/Low)	MINIMUM CONTROL
	excavations deeper than 1.5 metres	Equipment Machinery; Excavation; workers and environment	damage to property; ground collapse & Environmental impact		Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Rescue plan Personal Protective Equipment & Clothing
10.	Mobile plant and construction equipment	Plant, Equipment Machinery; workers and environment	Injury; damage to property & Environmental impact	Medium	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Personal Protective Equipment & Clothing
11.	Demolition work	Wall, concrete slab, Steel work	Injury; damage to property & Environmental impact	Medium	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Rescue plan Personal Protective Equipment & Clothing
12.	Temporary works (Formwork and support work) including	Scaffolding; Shatters; Beams; Reinforcement;	Injury; damage to property & Environmental impact	Low	Prevent exposure; Substitution; Engineering controls; Training;

ITEM	ACTIVITY ISSUE	HAZARD	RISK	RISK RATING (High/Med/Low)	MINIMUM CONTROL
	reinforcement and shutters.	Concrete works			Inspection of equipment; Competent person; Safe work and operating procedures; Fall protection; Rescue plan Personal Protective Equipment & Clothing
13.	Bulk mixing plant (Batch plant)	Cement; sand; fly ash; concrete stone; pumps	Injury; damage to property & Environmental impact	Low	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Dust suppression; Personal Protective Equipment & Clothing
14.	Working close to water	Reservoirs; Wastewater dams; Pits and water channels	Injury; damage to property & Environmental impact	Low	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Rescue plan Personal Protective Equipment & Clothing
15.	Confined space	Manholes, channels; Silos	Injury; damage to property & Environmental impact	Low	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person;

ITEM	ACTIVITY ISSUE	HAZARD	RISK	RISK RATING (High/Med/Low)	MINIMUM CONTROL
					Safe work and operating procedures; Rescue plan; Personal Protective Equipment & Clothing
16.	Electrical Equipment and hand tools	Jack hammers; grinders; impact drillers; concrete cutter etc.	Injury; damage to property & Environmental impact	Medium	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Fall protection; Rescue plan Personal Protective Equipment & Clothing
17.	Working at heights	Lifting Equipment; Crane; Scaffold; Ladder; Rope access work	Falling; Injury; damage to property & Environmental impact	Medium	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Fall protection; Rescue plan Personal Protective Equipment & Clothing
18.	Pressure Equipment	Compressor air	Injury; damage to property & Environmental impact	Medium	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures;

ITEM	ACTIVITY ISSUE	HAZARD	RISK	RISK RATING (High/Med/Low)	MINIMUM CONTROL
					Personal Protective Equipment & Clothing
19.	Enabling & Builders work	Concrete work; Brick work; Joinery; plumbing; Drainage	Injury; damage to property & Environmental impact	Medium	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Fall protection; Personal Protective Equipment & Clothing
20.	Covid-19	Hazardous biological agents (Contaminated areas, surfaces & equipment, tools); (Contaminated Personal Protective Equipment & Clothing)	Injury; damage to property & Environmental impact	Medium	Prevent exposure; Decontaminating; Sanitisation; Screening & testing; Isolating and quarantining; Engineering controls; Training & information; Safety symbolic signs; Provision of hand washing facilities & soap; Inspection of equipment; Competent person; Safe work and operating procedures; Personal Protective Equipment & Clothing

9. INCIDENT MANAGEMENT

Under this section the contractor must provide a clear description on how he intends to manage all types of incidents that may occur during the works based on the scope of work.

It shall furthermore include the reporting of all reportable incidents in accordance with Section 24 of the Occupational Health and Safety Act.

The contractor shall also provide for the investigation of incidents and/or accidents and how similar incidents/accidents shall be avoided.

10 RESOURCES

10.1 General

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993, Regulation 6 for Hazardous Biological Agents read with COVID-19 OHS Directives and all its Regulations and related incorporated standards with regards to the resources and facilities intended for use on the temporary and permanent Works.

10.2 Employees

10.2.1 Inspectors, supervisors and Issuers

The Contractor shall provide in his Health and Safety Plan his intended Staffing Organogram for the Works. The organogram should include those inspectors, supervisors and issuers as envisaged in the Construction Regulations, 2014 required for the Works and any additional supervisory staff members as the Contractor (having taken the scope of the Works into account) considers necessary.

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

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

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

In preparing his Health and Safety Plan, the Contractor shall ensure compliance with Clause PS 22 in Section 4.2 of the Project Specifications.

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

10.2.2 Subcontractors

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

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

10.2.3 Competencies

The Contractor shall establish if a person is competent to perform a certain duty or be appointed in a certain capacity by requesting all candidates to supply the required certificates of competency. Where certificates of competencies cannot be delivered, the Contractor shall request a portfolio of evidence from the respective candidates.

Contractors should do enquiries at the South African Qualifications Authority (SAQUA) relating to the qualifications required for appointment of competent persons.

10.2.4 Physical and Psychological Fitness

Were required by the Occupational Health & Safety Act and its regulations the contractor shall ensure that his employees are in possession of a valid medical certificate of fitness to work in such an environment.

In terms of Section 7(8) of the Construction Regulations 2014 - A contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

10.3 Plant, Vehicles and Equipment

10.3.1 Suspended platform

The 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:

- How he intends complying with SABS 1808 and SABS 1903,
- 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.

10.3.2 Rope Access Work

The Contractor shall with reference to Section 18: Rope Access Work of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Explain what systems he intends using to ensure the safety of employees,
- Explain how he intends maintaining the different types of equipment to be use,
- What tests will be performed to establish the durability and safety of the equipment, and
- How he will document the design, testing, maintenance and inspections of all rope access works.

10.3.3 Material hoists

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

- How he intends confirming the construction stability of the material hoists,
- What systems he intends using to ensure the safety of all material hoists,
- What tests will be performed to establish the safety of all material hoists,
- How he intends maintaining the material hoists being used, and
- How he will document the design, testing, maintenance and inspections of all material hoists and
- What safety procedures and precautions are envisaged to ensure safe operation of the materials hoists.

10.3.4 Batch Plants/Bulk Mixing Plants

The Contractor shall with reference to Section 20: Bulk Mixing Plant 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 batch plants,
- How he intends maintaining the batch plants in use, and
- How he will document the design, testing, maintenance and inspections of batch plants in use.

10.3.5 Explosive Actuated Fastening Devices

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

- How he intends controlling the issuing of explosive powered tools,
- How he intends implementing safety procedures prior to use of explosive powered tools, and
- What safety measures will be required during the use of explosive powered tools.

10.3.6 *Cranes*

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

The 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 considered 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 document the design, testing, maintenance and inspections of all cranes in use, and
- The contractor shall proof compliance of the Driven Machinery Regulation, 1988, with reference to the lifting machinery and tackle being used.

10.3.7 *Construction vehicles and mobile plant*

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

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

10.3.8 *Electrical Installation and Machinery on construction sites*

This section of the specification shall be read in conjunction with the provisions contained in the Electrical Installation Regulations, 2009.

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

- How he intends safeguarding employees against electrical cables or apparatus under, over or on site, and

- How he will ensure that electrical installations are of adequate strength to withstand working conditions on a construction site.

10.3.9 Ladders

The Contractor shall with reference to Section 13A of the General Safety Regulations and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

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

11. MEDICAL FITNESS OF EMPLOYEES

In this section the contractor shall with reference to Section 7(8) of the Construction Regulations, 2014, be required to describe the procedures by which employee's status of their health is determined (Entry Medicals).

The contractor shall also provide in detail the procedures by which the health of employees is monitored through a Medical Surveillance procedure.

The contractor must also provide for exit medicals in order to determine if the health of an employee have deteriorated during his/her duration of employment.

12. EMPLOYEE FACILITIES

In this section the contractor shall with reference to the Facilities Regulations 2004, as well as Section 30 of the Construction Regulations 2014, be required to provide employees with the required facilities.

The contractor shall indicate exactly what facilities shall be provided.

The contractor shall also indicate how the facilities shall be maintained (cleaning and sanitizing)

Emphasis must be placed on the provisioning of toilet facilities, the maintenance services thereof and the provisioning of drinking water

13. MATERIALS

13.1 General

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the design, supply, storage and erection of materials used for the temporary and permanent Works.

13.2 Fall Protection Equipment

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

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

13.3 Scaffolding

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

- How compliance with SABS 085 will be ensured,
- How scaffolding in use will be maintained,
- What systems are intended to ensure the safety of scaffolding used, and
- What tests will be performed to establish the safety of scaffolding used
- Training plan for scaffold erectors and inspectors.

13.4 Use and temporary storage of flammable liquids on construction sites

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

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

- How flammable liquids will be stored to minimize the risk of fire or explosions,
- How the contractor will identify a flammable store
- What safety precautions will be employed if ventilation of the flammable store is not possible,
- How access to flammable stores will be controlled,
- How empty vessels used for the storage of flammable liquids will be disposed of,
- What quantity of flammable liquids will be stored on the construction site,

- What systems are intended to ensure the safe storage of flammable liquids, and
- What retaining methods will be used to prevent the spreading of any spillage.

13.5 Stacking and storage

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

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

- Who will supervise the stacking and storage of materials on site, and
- What systems are intended to ensure the safe stacking and storage of materials on the site

13.6 Personnel Safety Equipment and Facilities

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

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

13.7 First Aid, Emergency Equipment and Procedures

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

14. CATEGORIES OF WORK

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

14.1 General

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

14.1.1 *Construction welfare facilities*

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

This regulation must be read in conjunction with the provisions of the Facilities Regulations, 2004 (as amended) and SANS 0400.

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

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

14.1.2 *Environmental regulations for workplaces*

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

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

14.1.3 *Housekeeping on construction sites*

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

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

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

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

14.1.4 *Fire precaution on construction sites*

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

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

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

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

14.1.5 *Water Environments*

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

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

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

14.1.6 *Structures*

The Contractor will be required to adhere to Section 11: Structures, of the Construction Regulations, 2014.

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

- Explain what controls, test or precautions will be made to prevent structures from collapsing during construction,
- The Contractor shall indicate what steps will be taken and implemented to ensure that structures or parts thereof will not be loaded in such a manner that it may collapse, and
- What procedures does the Contractor envisage to implement in order to obtain all relevant data on structures before commencement of construction work.

14.1.7 *Hazardous Chemical Substances*

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

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

- Storage of substance
- Handling of substance
- Protective clothing and other devices to be used while handling the substance
- Medical surveillance.

14.1.8 *Hazardous biological agents (Contaminated areas, surfaces & equipment, tools); (Contaminated Personal Protective Equipment & Clothing)*

The Contractor will be required to adhere to Regulations for Hazardous Biological Agents read with COVID-19 OHS Directives.

The Contractor must discuss the following in detail in his safety plan in respect of each hazardous biological agents:

- Prevent exposure
- Decontaminating
- Sanitisation;
- Screening & testing;
- Isolating and quarantining;
- Engineering controls;
- Training& information;
- Safety symbolic signs;
- Provision of hand washing facilities & soap;
- Inspection of equipment;
- Competent person;
- Safe work and operating procedures;
- Personal Protective Equipment & Clothing

14.2 Site Clearance

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

14.2.1 *Demolition work*

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

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

- Briefly explain how he will safeguard people and property during and after demolition works
- Briefly explain how he will protect staff from dangerous situations
- Discuss the methods proposed to safeguard the public and property against harm during demolition works
- Discuss what type of equipment he envisages to use during demolition work
- How will the Contractor ensure the safety of equipment used during demolition work

- What steps will the Contractor deem necessary to take where hazardous materials is encountered
- Dust control measures
- Noise control measures

14.3 Earthworks

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

14.3.1 Excavation work

Contractors will be required to adhere to Construction Regulation 13: Excavation work, of the Construction Regulations, 2014.

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

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

14.4 Concrete

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

14.5 Welding, flame cutting, grinding, soldering or similar operations

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

15. IMPLEMENTATION OF CONTRACTOR'S HEALTH AND SAFETY PLAN

15.1 General

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

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

The Contractor shall indicate how internal audits will be carried out, how shortcomings will be addressed, how he intends to review the safety plans, how he would train staff and how he would implement the findings and recommendations of internal audits or inputs of employees.

15.2 Administrative Systems

The Contractor's administrative system shall without limiting his obligations, cover the following:

- Up-keep of a safety file on site,
- Maintenance of his Health and Safety plan,
- Procedures to follow for the appointment of competent persons,
- Application of construction work permits or Notification of construction work
- Submit the Notification of Construction to the provincial director
- Provide a valid Letter of Good Standing
- Procedures to follow for notifications,
- Injury on duty [IOD] administration,
- Recording of minutes of safety meetings,
- Recording of checklists,
- Safe keeping of checklists, and
- Internal audits.

The Contractor shall in particular ensure that a copy of the Occupational Health and Safety Act, 1993 and its Regulations is available on the site and is easily accessible by employees.

15.3 Reporting Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 2003 and shall in particular (in accordance with section 12) furnish an inspector with information relating to health and safety on the construction site, when requested to do so.

The Contractor shall notify the Employer of any investigations, complaint or criminal charge which may arise as a consequence of the provision of the Occupational Health and Safety Act, (Act 85 of 1993) and its Regulations, pursuant to work performed in terms of this Contract.

15.4 Training

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

- The hazards of any work he must perform or plant machinery or equipment he is permitted to use, and
- The precautionary measures which should be taken regarding the above.

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

- Identifying the training needs of the personnel he intends employing, and
- Implementing the training identified

- What proof of induction training will be carried by his employees (e.g., laminated type identification card)?

15.5 Safety Meetings

The Contractor shall conduct at least one formal safety meeting per month with his employees to ensure safety awareness and shall maintain appropriate records of attendance and meeting content. Such records shall be made available to the Employers Safety Agent. Such meetings shall address at least the following:

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

15.6 Inspections and Monitoring

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

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

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

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

- The Employer or his Safety Agent,
- The Employer's Occupational Safety Officer, or
- The designated officer serving in the Department of Manpower and appointed by the Minister as Chief Inspector or his representative.

In addition to site inspections performed by the Employer or his safety agent they shall also do audits and assess the safety situation at the works and investigate incidents. Follow-up inspections will be performed to ensure compliance to recommendations done.

The Employer, his Safety Agent or his Occupational Safety Officer may stop the work at any time under the following conditions:

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

Inspections by the Chief Inspector or his representative will be by appointment and the purpose would be to investigate complaints received by the Inspector or to investigate serious incidents.

The Chief Inspector or his representative may issue prohibition notices to stop the activities at the works until the situation investigated has been resolved or he may issue an improvement notice whereby the Contractor will have a period to rectify any hazard identified by the inspector.

16. AUDITING

16.1 Internal Audits

The audits contemplated in CR 5(1)(o) of the Construction Regulations, 2014 will be carried out by the Employer or his appointed Safety Agent.

The intervals for the audits shall be agreed between the Contractor and the Employer or his Safety Agent during the preparation of the Contractor's Health and Safety Plan, but shall be carried out at least once every month or at such shorter interval that an inspector may require. The Employer or his Safety Agent shall provide at least 7 calendar days' notice prior to the conducting of an audit.

The findings of each audit will be made known to the Contractor and the Employer in a report prepared by the Employer or his Safety Agent and will be submitted to all parties within seven working days of the respective audit being completed. Any shortfalls identified will be documented in the audit report together with the Contractor's proposals to rectify the same. All audit reports will be filed in the Health and Safety File.

A date for a follow up audit will be negotiated with the Contractor to verify the implementation of all actions to rectify shortfalls as identified in the audit report.

The Contractor will ensure that the same arrangement detailed above be implemented with his Contractors to ensure his compliance with the Construction Regulations as contemplated in Section 7

16.1.1 Audits by Employer or Safety Agent

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

- i) The audit or follow-up audit are carried out during ordinary working hours, and
- ii) The Employer or Safety Agent gives the Contractor at least 24 hours' notice of his intention to carry out such audits.

The Contractor's employees will be present during any audit carried out by the Employer or his Safety Agent.

17. MEASUREMENT AND PAYMENT

17.1 Measurement and Payment

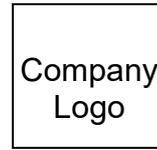
17.1.1 The scheduled items for health and safety will be as specified in clause 31 of section 001 of the Standard Specifications.

17.1.2 The Contractor shall price all items scheduled in this section of the schedule of quantities to enable the Employer to comply with clause 4.1.(h) of the contract. Failure by the Contractor to price these items will force the Employer to reject the Contractor's tender in terms of clause 4.(4) of the contract.

Contract: RTD 14-2024/25: Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A, 1C & 1F
Part C3: Scope Of Work
C3.8: Health And Safety Specifications
Annexure 1: Appointment Letters

ANNEXURE 1

APPOINTMENT LETTERS



Company Name
Company Address
Company Address
Code

Attention: (**Assistant Construction Supervisor's Name**)

APPOINTMENT OF THE ASSISTANT CONSTRUCTION SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 8(8)

I, (**contractor's name**) hereby appoint (**assistant construction supervisor's name**) as the assistant supervisor responsible for (**site address**) to carry out the construction work of (**description of construction work and area of responsibility**).

In terms of this appointment, you are required to ensure that all construction work performed under your supervision is carried out as follows:

1. By persons suitably trained and competent to do such work;
2. That all persons are aware and understand the hazards attached to the work being carried out;
3. That the required risk assessments are carried out;
4. That precautionary measures are identified and implemented;
5. That discipline is enforced at the construction site at all times;
6. That all identified statutory requirements are met; and
7. That any other interest in terms of health and safety with respect to the responsible area is met.
8. You will accept the duties of the Construction Supervisor in his absence.

You are required to report any deviations of the above-mentioned instruction to (**construction supervisor's name**) and in his absence to the contractor's representative.

This appointment is valid from (**date**) to the completion of the stipulated construction work.

You shall submit a written weekly report any non-compliance with the construction Regulations, 2014.

Contractor's Representative full name Signature Date
.....

Kindly confirm your acceptance of this appointment by completing the following:

I, (**assistant construction supervisor**) understand the implications of the appointment as detailed above and confirm my acceptance.

Assistant construction supervisor's Signature Date
full name

Contract: RTD 14-2024/25: Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A, 1C & 1F
Part C3: Scope Of Work
C3.8: Health And Safety Specifications
Annexure 1: Appointment Letters



Company Name
Company Address
Company Address
Code

Attention: (**Safety Officer's Name**)

APPOINTMENT OF THE CONSTRUCTION HEALTH AND SAFETY OFFICER IN TERMS OF CONSTRUCTION REGULATION 8(5)

I, (**contractor's name**) hereby appoint (**safety officer's name**) as the Construction Health and Safety Officer responsible for (**site address**) to manage all the health and safety issues as required in terms of the Act by establishing a health and safety program with elected health and safety Representatives.

You shall ensure that all the requirements in terms of the Act and in particular in terms of the Construction Regulations, 2014 are met. You shall also ensure that all appointed sub-contractors comply with the requirements as stipulated in the Construction Regulations, 2014.

You shall further ensure that all records, registers and required lists are maintained and shall stop construction work upon identifying any non-compliance by any contractor; this includes stopping any work should the competency of the person carrying out such work be questionable.

This appointment is valid from (**date**) to the completion of the stipulated construction work.

Contractor's Representative full name Signature Date

.....
Kindly confirm your acceptance of this appointment by completing the following:

I, (**construction health and safety officer's name**) understand the implications of the appointment as detailed above and confirm my acceptance.

Construction Health & Safety Officer's full name Signature Date



Company Name
Company Address
Company Address
Code

Attention: **(Construction Vehicle and Mobile Plant Inspector)**

APPOINTMENT OF THE CONSTRUCTION VEHICLE AND MOBILE PLANT INSPECTOR IN TERMS OF CONSTRUCTION REGULATION 23(1)(k)

I, **(contractor's name)** hereby appoint **(construction vehicles and mobile plant inspector's name)** as the construction vehicles and mobile plant inspector responsible for **(site address)** to inspect on a daily basis all construction vehicles and mobile plant, as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to construction vehicles and mobile plant that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2014 are at all times met.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

Contractor's Representative full name Signature Date
.....

Kindly confirm your acceptance of this appointment by completing the following:

I, **(construction vehicles and mobile plant inspector's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

Construction vehicles and mobile plant Signature Date
inspector's full name



Company Name

Company Address

Company Address

Code

Attention: **(Sub-Contractor's Name)**

APPOINTMENT OF SUB-CONTRACTOR IN TERMS OF THE CONSTRUCTION REGULATION 7(1)(c)(v)

I, **(contractor's name)** hereby appoint **(sub-contractor's name)** as the sub-contractor responsible for **(site address)** to carry out the construction work of **(description of construction work)**.

You shall ensure that you meet all the requirements in terms of the Act and in particular in terms of the section 37(2) agreement and the Construction Regulations, 2014. You shall also ensure that all contractors appointed by yourself and reporting to you comply with the requirements as stipulated in the Construction Regulations, 2014.

You shall also ensure that all the information and specifications to ensure that the construction work is carried out in a safe manner are carried over to all contractors appointed and reporting to you.

You shall further ensure that all records, registers and required lists are maintained and that all persons appointed to carry out tasks as stipulated by these regulations are competent and have the necessary resources to complete their tasks effectively in such a manner that health and safety is not in any manner compromised.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

Contractor's Representative full name Signature Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(sub-contractor's name)** understand the implications of the appointment as detailed above and confirm my acceptance.

Sub-Contractor's Representative full name Signature Date



Company Name
Company Address
Company Address
Code

Attention: (**Construction Supervisor's Name**)

APPOINTMENT OF THE CONSTRUCTION SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 8(7)

I, (**contractor's name**) hereby appoint (**construction supervisor's name**) as the Supervisor responsible for (**site address**) to carry out the construction work of (**description of construction work and area of responsibility**).

In terms of this appointment, you are required to ensure that all construction work performed under your supervision is carried out as follows:

1. By persons suitably trained and competent to do such work;
2. That all statutory appointments have been completed;
3. That, where required, health and safety committees are established and that meetings are accordingly held;
4. That all persons are aware and understand the hazards attached to the work being carried out;
5. That the required risk assessments are carried out;
6. That precautionary measures are identified and implemented;
7. That discipline is enforced at the construction site at all times;
8. That all identified statutory requirements are met; and
9. That any other interests in terms of health and safety with respect to the responsible area is met.
10. You will in writing delegate your duties to the Assistant Construction Supervisor while absent from site.

You are required to report any deviations of the above-mentioned instructions to (**contractor's name**). This appointment is valid from (**date**) to the completion of the stipulated construction work. You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

Contractor's Representative full name Signature Date

Kindly confirm your acceptance of this appointment by completing the following:

I, (**construction supervisor**) understand the implications of the appointment as detailed above and confirm my acceptance.

Construction Supervisor's full name Signature Date



Company Name

Company Address

Company Address

Code

Attention: (**Excavation Work Supervisor's Name**)

APPOINTMENT OF THE EXCAVATION WORK SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 13(1)(a)

I, (**contractor's name**) hereby appoint (**excavation work supervisor's name**) as the excavation work supervisor responsible for (**site address**) to supervise and carry out all the necessary inspections in terms of all excavation work as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to excavation work that that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met.

This appointment is valid from (**date**) to the completion of the stipulated construction work.

Contractor's representative full name Signature Date

Kindly confirm your acceptance of this appointment by completing the following:

I, (**excavation work supervisor's full name**) understand the implications of the appointment as detailed above and confirm my acceptance.

Excavation Work Supervisor full name Signature Date



Company Name
Company Address
Company Address
Code

Attention: **(Risk Assessor's Name)**

APPOINTMENT OF THE CONSTRUCTION SITE RISK ASSESSOR IN TERMS OF CONSTRUCTION REGULATION 9(1)

I, **(contractor's name)** hereby appoint **(risk assessor's name)** as the construction site risk assessor responsible for **(site address)** to carry out risk assessments prior to the commencement of construction work and any other risk assessment that may be required for the duration of the construction work.

You shall ensure that all risks are identified and analyzed and that safe working procedures are drafted and implemented to reduce, mitigate or controls the hazards that were identified.

You will at least use the risk evaluation program with the provided checklists.

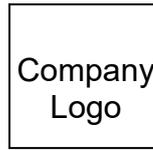
This appointment is valid from **(date)** to the completion of the stipulated construction work.

Contractor's representative full name Signature Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(construction site risk assessor's name)** understand the implications of the appointment as detailed above and confirm my acceptance.

Construction site Risk Assessor's Signature Date
full name



Company Name
Company Address
Company Address
Code

Attention: *(Scaffolding Supervisor's Name)*

APPOINTMENT OF THE SCAFFOLDING SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 16(1)

I, *(contractor's name)* hereby appoint *(scaffolding supervisor's name)* as the scaffolding supervisor responsible for *(site address)* to supervise and carry out all the necessary inspections in terms of all scaffolding work. (Whether newly erected, altered or moved as per the provided checklist)

You shall ensure that when becoming aware of any health and safety hazards in respect to scaffolding work that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2014 are at all times met.

This appointment is valid from *(date)* to the completion of the stipulated construction work.

Contractor's Representative full name Signature Date

Kindly confirm your acceptance of this appointment by completing the following:

I, *(scaffolding supervisor's full name)* understand the implications of the appointment as detailed above and confirm my acceptance.

Scaffolding Supervisor's full name Signature Date



Company Name

Company Address

Company Address

Code

Attention: **(Stacking and Storage Supervisor's Name)**

APPOINTMENT OF THE STACKING AND STORAGE SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 28(a)

I, **(contractor's name)** hereby appoint **(stacking and storage supervisor's name)** as the stacking and storage supervisor responsible for **(site address)** to manage all stacking and storage on site.

You shall inspect all new stacking and thereafter as often as needed according to the checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to stacking and storage that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met. On identifying any shortfalls or hazards convey such information in writing to the construction supervisor.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

Contractor's Representative full name Supervisor Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(stacking and storage supervisor's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

Stacking and Storage Supervisor's Signature Date
full name

ANNEXURE 2

NOTIFICATION TEMPLATES



Company Name
Company Address
Company Address
Code

Attention: The Provincial Director
The Department of Labour
[Postal Address*]

**NOTIFICATION OF CONSTRUCTION WORK ON CONTRACT [NUMBER]
[CONTRACT DESCRIPTION]**

In terms of regulation 4. (1) of the Construction Regulations, 2014 promulgated on 07 February 2014 in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), we hereby notify you of our intention to commence construction works on the abovementioned contract, which:

- Includes the demolition of a structure exceeding a height of 3 meters,
- Includes the use of explosives to perform the construction work,
- Includes the dismantling of fixed plant at a height greater than 3 meters,
- Will exceed 30 days or will involve more than 300-person days of construction,
- Includes excavation work deeper than 1 meter, or
- Includes working at a height greater than 3 meters above ground or a landing.

1. Parties involved on the Contract

1.1 The Principal Contractor is: [Contractor's Name]
[Contractor's postal address]
[Contractor's postal address]
Att: [Contractor's contact person and telephone number]

1.2 The Client (Employer) is: [Employer's Name]
[Employer's postal address]
Att: [Employer's contact person and telephone number]

1.3 The Client's Safety Agent is: [Safety Agent's Name]
[Safety Agent's postal address]
Att: [Safety Agent's contact person and telephone number]

1.4 The Contractor's Construction Supervisor is: [Contractor's Construction Supervisor's name and telephone number]

2. Details of the construction works

2.1 The physical address of the works is: [Physical address of works]
3.8.63

[Physical address of works]

- 2.2 The nature of the construction works is: [Provide a description of the works].
- 2.3 The expected commencement date of the Works is _____ : [Insert expected commencement date]
- 2.4 The expected completion date of the works is: [Insert expected completion date]
- 2.5 The estimated maximum number of persons on the construction site:
- 2.6 A total of _____ contractors will be accountable to the Principal Contractor on the construction site during the execution of the Works. The names of the contractors already chosen are as follows: [Provide a list of the Contractor's subcontractors already appointed]

3. Other details

- 3.1 The Principal Contractor's compensation registration number is: _____
- 3.2 Keep a copy of this notification of construction on site for inspection.

We trust the above is in order.

Yours faithfully,

Signature

Date

* Postal Address of Provincial Director as indicated in regulation 1 of the General Administrative Regulations, 1996.

ANNEXURE 3
IDENTIFIED HEALTH AND SAFETY HAZARDS

ANNEXURE 3: IDENTIFIED HEALTH AND SAFETY HAZARDS

In terms of Regulation 9(1) (b) of the Construction Regulations 2014 the following hazards anticipated with the scope of work have been identified.

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

Potential Hazards

1. Commissioning of new installations
2. Confined space entry
3. Demolition/breaking into existing structures
4. Excavation shoring / brazing
5. Excavations been flooded during rainy season
6. Explosives
7. Hazardous material handling / storage / management
8. Heat stress
9. Loading and offloading vehicles
10. Manual handling of materials
11. Plant and equipment integrity
12. Public and traffic safety
13. Requirements for plant isolations
14. Safe usage and storage of Oxygen, Acetylene and LPG cylinders
15. Scaffolding
16. Stacking and storage of equipment / materials
17. Tie-ins into existing equipment
18. Usage of compressed air and equipment
19. Work involving radioactive sources
20. Working in operational areas
21. Working on live electrical installations / sub-stations / MCC rooms
22. Working on moving equipment.
23. Contaminated areas, surfaces & equipment, tools; Contaminated Personal Protective Equipment & Clothing.

Contract No: RTD 14-2024/25: Tender for the appointment of a Contractor for the Upgrading of Stormwater Systems in Ramotse Network 1A, 1C & 1F.

Part C3: Scope Of Work

C3.9: Reference to the Scope of Works in Terms of the Environmental Management Plan

CITY OF TSHWANE
ROADS AND STORMWATER

CONTRACT NO: RTD 14-2024/25

**APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF
UPGRADING OF STORMWATER MANAGEMENT SYSTEMS IN
RAMOTSE NETWORK 1A, 1C AND 1F.**

**C3.9 REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE
ENVIRONMENTAL MANAGEMENT PLAN**

C3.9 REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE ENVIRONMENTAL MANAGEMENT PLAN

1. INTRODUCTION

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

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

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

2. POLICY STATEMENT

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

3. OBJECTIVES OF THE EMP

The EMP has the following goals:

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

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

4. DESIGNATED ENVIRONMENTAL OFFICER

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

5. LEGAL REQUIREMENTS

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

6. MITIGATION MEASURES

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

6.1 Establishment of site offices

6.1.1 Site plan

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

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

6.1.2 Vegetation

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

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

6.1.3 Rehabilitation

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

6.1.4 Water for human consumption

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

6.2 Sewage treatment

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

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

Read with Specifications 104.

6.3 Waste management

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

6.3.1 Litter

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

6.3.2 Removal of solid waste

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

6.3.3 Hazardous waste

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

6.4 Soil Management

6.4.1 Topsoil

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

6.4.2 Borrow material

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

6.5 Discovery of archaeological sites, artifacts or graves

6.5.1 Archaeological site

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

6.5.2 Graves

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

6.6 Stockpiled material

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

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

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

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

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

Read with Series 2: Earthworks – Section 203.

6.7 Fuel, diesel and other hazardous materials

6.7.1 Hazardous materials

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

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

6.7.2 Fuel

Should any fuel storage tank be required on site, the Contractor shall ensure that he has complied with the necessary legal requirements for the erection of such tanks. Leakage must be avoided. The fuel and diesel must be stored in a bunded area with adequate containment (at least 1,5 times the volume of the fuel) for potential spills and leaks.

6.7.3 Oil, grease

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

6.7.4 Cooking oil

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

6.7.5 Spillages

Streams, rivers and dams must be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous products. In the event of a spillage, prompt action must be taken by competent instances to clear the affected area.

6.8 General considerations

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

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

7. MEASUREMENT AND PAYMENT

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

TABLE 1 SUMMARY OF MITIGATION MEASURES

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
<i>Establishment of site offices</i>	<i>Siting of offices</i>	<i>Preferred areas would be flat areas along the route. Avoid steep areas as soil erosion could increase. Avoid water courses</i>	<i>001 002.02.01</i>
	<i>Site Plan</i>	<i>Contractor will provide engineer detail of layout of site facilities within two weeks of moving to the site ie chemical toilets, the demarcation of areas for stockpiling of materials, storage of hazardous materials and the provision of containers. The offices shall be fenced. The site plan will be submitted before the site hand over meeting.</i>	<i>001 002</i>
<i>Site rehabilitation</i>	<i>Cleanup</i>	<i>All construction material is to be removed from the site on completion of the contract.</i>	<i>001 002 104</i>
<i>Vegetation</i>	<i>On site</i>	<i>Vegetation planted on the site should be indigenous. Only trees directly affected by works as indicated in writing by Engineer, shall be sawn off/removed</i>	<i>104</i>

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
	Weeds	Clearance of weeds must be done by hand before seeding.	104
	Grass cover	The grass cover surrounding the construction site is to be left as in tact as possible or restored to its original condition.	104
Water	Available for human consumption	Water for human consumption must be tested and treated in accordance with recommendations.	
Soil management	Topsoil	The topsoil (\pm 300 mm) of any excavation shall be removed and stockpiled separately from underlying material in an appointment area	203 104
	Borrow material	EMPR's for borrow pits to be submitted to the Department of Mineral and Energy Affairs for approval	201 203
Archaeological & Cultural sites	Discover of archaeological sites of artefacts	If an artefact on site is uncovered, work in the immediate vicinity must be stopped immediately and an archaeological consultant must be contacted. Work may only resume once clearance is given in writing by the archaeologist.	GCC
Graves	Discovery of graves	If a grave on site is uncovered, work in the immediate vicinity must be stopped and an undertaker should be contacted	GCC
Waste management	Solid & Construction waste	Solid waste is to be stored in an appointment area for collection and disposal. Disposal of waste will be in a DWAF licensed landfill, and no waste may be burnt on site.	
	Litter	The site is to be kept free of litter	001
Sewage treatment	Toilet facilities	Adequate toilet facilities are to be provided, and the siting of chemical toilets is to be done in consultation with the site engineer. Use of the veld for this purpose shall not be allowed.	001 002

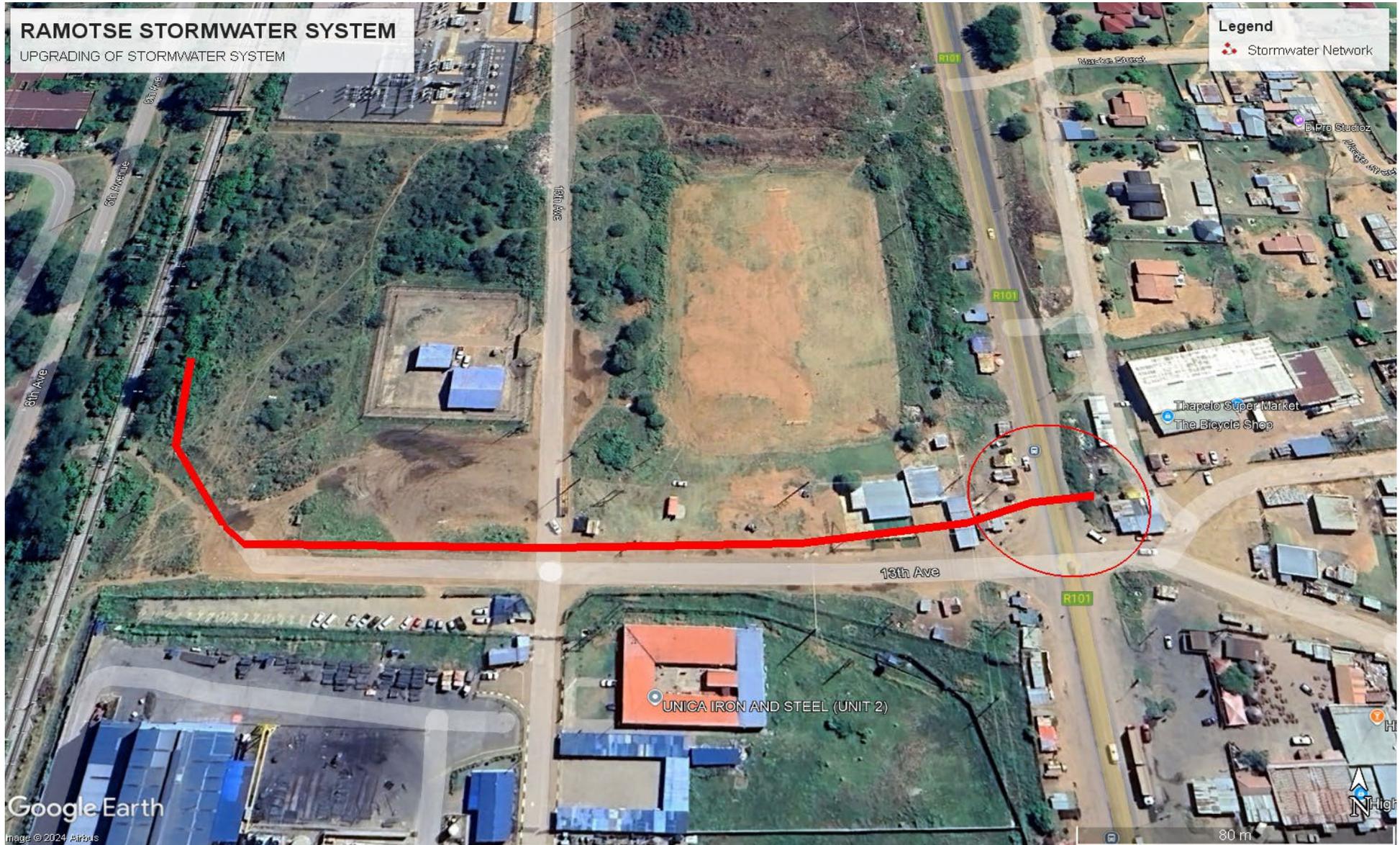
ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
<i>Fuel, diesel & hazardous materials</i>	<i>Hazardous Materials</i>	<i>All hazardous materials ie bitumen binders will be stored in an appointed area that is fenced and has restricted entry. No spoiling of bituminous products on site, over embankments, in borrow pits or any burning. No spillage of bituminous products shall be allowed on site.</i>	
	<i>Fuels</i>	<i>All fuel tanks will be stored in an appointed area. Leakage will be avoided.</i>	
	<i>Cooking fuel</i>	<i>The Contractor should ensure that sufficient fuel is available for heating and cooking purposes should this be necessary.</i>	
	<i>Oil, grease</i>	<i>Oil, grease and cleaning materials from maintenance of vehicles shall be collected in a sump and sent back to supplier.</i>	
	<i>Spillages</i>	<i>Streams, rivers or dams must be protected against spillages of pollutants mentioned in 6.7 (e). In the event of a spillage, prompt action must be taken to clear the affected area.</i>	
<i>General considerations</i>	<i>Lines of authority</i>	<i>A nominated representative of the contractor will be the designated environmental officer for the site.</i>	RELEVANT SECTION IN SPECIFICATIONS
	<i>Reports</i>	<i>The environmental officer will submit monthly reports to the Engineer who will verify the information</i>	
	<i>Complaints</i>	<i>Complaints received regarding activities on the construction site pertaining to the environment should be recorded in a designated register, and the response noted with the date and action taken. This record must be submitted with the monthly report</i>	

CITY OF TSHWANE
ROADS AND TRANSPORT DEPARTMENT

CONTRACT NO: RTD 14-2024/25

C4 **SITE INFORMATION**

C4.1 LOCALITY



C4.2 SOIL CONDITIONS

Soil Conditions

1.1 GEOTECHNICAL INFORMATION

The completed geotechnical investigation concludes that the site is suitable for the proposed development provided that the following precautionary measures are taken into consideration.

1.1.1 Excavability

The soil is classified as soft to intermediate excavation. Excavability will not pose problems depending on the in-situ moisture content.

1.1.2 Stability Of Trenches

The report indicates that there is no evidence of side wall collapse during test pits excavation. It however recommends the battering of deep excavated trenches to stable angles or shored to avoid side wall collapse.

1.1.3 Construction Material

The report recommends that suitable construction materials are not present on site and should be acquired from commercial sources.

1.1.4 Earthworks

The report advises that all unsuitable fill material should be removed from the site and that the upper loose topsoil should be removed and stockpiled for use during rehabilitation.

The report recommends that during construction, an experienced geotechnical engineer be engaged to assess the foundation conditions to ensure the ground conditions are as anticipated and to make recommendations if conditions have changed.