



## DEPARTMENT OF HUMAN SETTLEMENTS

**TENDER REFERENCE: HHS 07-2023/24**

**APPOINTMENT OF CONTRACTOR FOR CONSTRUCTION OF BULK SEWER PIPE JACKING, REMEDIAL WORKS ON WATER AND SEWER RETICULATION AND CONNECTION OF STANDS AT RAMA CITY X10 FOR 18 MONTHS**

### VOLUME 1

A Tender for Category 7CE, 6CEPE or higher CIDB registered Contractors



**EXPANDED PUBLIC WORKS PROGRAMME  
CONTRIBUTING TO A NATION AT WORK**

<b>ISSUED BY:</b>	<b>PREPARED BY:</b>
The Chief Financial Officer Financial Services Department Supply Chain Management 320 Madiba Street, Pretoria PO Box 440 Pretoria 0001 Tel: (012) 358 8100	Group Head Human Settlements Department 320 Madiba Street, Pretoria PO Box 440 Pretoria, 0001 Contact: Ms Witness Masombuka Tel: (012) 358 1458 Email: WitnessM@tshwane.gov.za

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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City of Tshwane

In compliance with  
the CIDB Standard  
for Uniformity

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# **PORTION 1: TENDER**

## **PART T1: TENDER PROCEDURES**

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

**HHS 07-2023/24**

**CITY OF TSHWANE  
HUMAN SETTLEMENTS DEPARTMENT**

### **TENDER FOR APPOINTMENT OF CONTRACTOR FOR CONSTRUCTION OF BULK SEWER PIPE JACKING, REMEDIAL WORKS ON WATER AND SEWER RETICULATION AND CONNECTION OF STANDS AT RAMA CITY X10 FOR 18 MONTHS.**

Tenders are hereby invited for the above services.

Tenderers should have a CIDB contractor grading designation of **6CEPE OR 7CE** or higher.

Tenders will be received until **10:00 on 11 April 2024 2024**. Tenders will be received on the closing dates and times shown, must be enclosed in sealed envelopes, bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to:- **The Chief Financial Officer, Tshwane House, 320 Madiba Street, Pretoria, 0002**

Tenders are hereby invited for the above work.

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

A **COMPULSORY CLARIFICATION MEETING** with a representative of the Employer will take place in **Rama City, entrance along Rosslyn Road (R566) Coordinates: Latitude 25.624834°S, longitude 28.022192°E On 19 March 2024 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 11 April 2024**. 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.

**ENQUIRIES:** Ms Witness S. Masombuka  
Tel (Office): 012 358 1458  
Fax: NA  
E-Mail: WitnessM@tshwane.gov.za

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## 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 Act 38 of 2000 read with Regulation 24 of the Construction Industry Development Regulations, (as amended) issued in terms of section 33.**

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.

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
C.1.1	Actions	The Employer is <b>THE CITY OF TSHWANE</b> . The term “bid” in the context of this standard is synonymous with the term “tender”.
C.1.2	Tender documents	<p><u>Volume 1: Tender Document</u></p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering Procedures</b></p> <p>T1.1 – Tender Notice and Invitation to Tender</p> <p>T1.2 – Tender data</p> <p>T1.2 – Standard Conditions of Tender</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 – List of returnable documents</p> <p>T2.2 – Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and contract data</b></p> <p>C1.1 – Form of offer and acceptance</p> <p>C1.2 – Contract data</p> <p><b>Part C3: Scope of work</b></p> <p>C3 – Scope of work</p> <p><b>Part C4: Site information</b></p> <p><u>Volume 2: Tender Drawings</u></p>
C.1.3 C.1.3.4	Interpretation	Add the following new clause: The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English
C.1.4	Communication and Employer’s Agent	<p>Agent: <b>Hokwani Consulting CC</b></p> <p>Address: 13 Esdoring street, Centurion, 0157</p> <p>Tel: <b>081 270 6802</b></p> <p>Contact person: Manqoba Tshuma</p> <p>E-mail address: <b><u><a href="mailto:hokwaniconsulting@gmail.com">hokwaniconsulting@gmail.com</a></u></b></p>
C.2.1	Eligibility	C.2.1.1 Only those Tenderers who are registered with the CIDB, or are capable of being registered prior to the evaluation of submissions, in a contractor grading

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Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender
	<p>designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a <b>Level 7 Civil Engineering (CE), 6 CEPE or higher</b> Class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. Every member of a joint venture is registered with the CIDB</li> <li>2. The lead partner has a contractor grading designation in the <b>6 CE or higher</b> Class of construction work; not lower than one level below the required grading designation in the class of works construction works under consideration and possess the required recognition status; and</li> <li>3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation determined in accordance with the sum tendered for an <b>7 CE or higher</b> Class of construction work, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations</li> </ol> <p>C.2.1.1only tenderers who meet the mandatory requirements as follows:</p>
	<p><b>Mandatory requirements</b></p> <p>C.2.1.1 Only tenderers who meet the mandatory requirements as follows: <b>The company experience must indicate that at least one water and sewer project has been completed successfully.</b></p> <p><b>Project Contract Manager</b> Qualification: BSc or B-Tech in civil engineering</p> <ul style="list-style-type: none"> <li>• Professional registration with ECSA as Engineer or Technologist</li> <li>• Professional registration with SACPCMP as Construction Project Manager or Construction Manager</li> </ul> <p>(attach copy of qualifications and proof of professional registration)</p> <p><b>Project Site Agent/Construction Manager</b></p> <ul style="list-style-type: none"> <li>• Qualifications: Minimum National Diploma in civil engineering or higher qualification in civil engineering</li> </ul> <p>(attach copy of qualifications)</p> <p><b>Safety Officer</b> Professional registration with SACPCMP as Safety Officer or Safety Manager (attach copy of professional registration)</p>
C.2.2	<p>Cost of tendering</p> <p><b>Add the following</b> to the sub-clause C2.2.1:</p> <p>“Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer’s Agent (if required).”</p>

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Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
C2.5	Reference Documents	<p><b>Add the following:</b></p> <p>The following standards and conditions of contract will be applicable under this Contract:</p> <ul style="list-style-type: none"> <li>The document “<i>Standard Specifications for Municipal Civil Engineering Works</i>”, <i>Third Edition, 2005</i>” issued by the General Manager: Water and Sanitation of the City of Tshwane.</li> </ul> <p><b>THE DOCUMENT IS DOWNLOADABLE ON THE TSHWANE WEBSITE (<a href="http://www.tshwane.gov.za">www.tshwane.gov.za</a>) or E-tender PORTAL</b></p> <ul style="list-style-type: none"> <li>The document “<i>General Conditions of Contract for Construction Works, Third Edition, 2015</i>;</li> </ul> <p>Tenderers, Contractors and Sub-contractors shall purchase their own copy of the GCC 2015, available from:</p> <p>South African Institution of Civil Engineering Private Bag X200 Halfway House 1685 South Africa</p> <p>Tel +27 (0)11 805 5947</p> <p>All international standard specifications and codes listed and referenced in the Project and Particular Specifications.</p>
C.2.7	Clarification meeting	<p>The arrangements for a compulsory clarification meeting are as stated in the tender notice and invitation to tender.</p> <p>Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to and tenders received from those tendering entities appearing on the attendance register.</p> <p>Tender documents will not be made available at the clarification meeting</p>
C.2.8	Seek clarification	<p><b>Replace</b> the clause with the following:</p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least <b>7 (seven) working days</b> before the closing time stated in the tender data.</i></p> <p>The document is downloadable on the National Treasury website (<a href="http://www.etenders.gov.za">www.etenders.gov.za</a>) and City of Tshwane website (<a href="http://www.tshwane.gov.za">www.tshwane.gov.za</a>)</p>
C.2.9	Insurance	<p><b>Add</b> the following to the clause</p> <p>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.</p>
C2.10	Pricing the tender offer	<p><b>Add the following sub-clause 2.10.5:</b></p> <p>“A digital copy of the Bill of Quantities can be obtained from the Employer’s Agent at the office of the Engineer upon sufficient notice.”</p>

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Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
C.2.11	Alterations to documents	<p><b><u>Add the following to the clause:</u></b></p> <p>“In the event of a mistake having been made, it shall be crossed out in black ink and the corrected entry made above in black ink and shall be accompanied by the full signatures of the authorised signatories next to every correction.</p> <p><b><u>No correction fluid may be used. If correction fluid has been used, the tender as a whole will not be considered.</u></b></p> <p>The Municipality will reject the bid if corrections are not made in accordance with the above.”</p>
C.2.12	Alternative tender offers	No alternative tender offers will be considered.
C.2.13 C.2.13.2	Submitting a Tender Offer	<ul style="list-style-type: none"> <li>The tender offer <b><u>shall be completed in non-erasable black ink</u></b></li> <li>Any entry made by the tenderer in the document which the tenderer desires to change, <b><u>shall not be erased or painted out</u></b>. A line shall be drawn through the incorrect entry and the correct entry shall be written above in <b><u>non-erasable black ink</u></b> and the <b><u>full signature</u></b> of the tenderer shall be placed next to the correction.</li> </ul> <p>Replace the contents of the clause with the following:</p> <p>“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. All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.</p> <p>Each Tenderer is required to return the complete set of returnable documents as listed in Part T2 with all the required information supplied and completed in all respects.”</p>
C2.13.3		<p>Add the following to the clause:</p> <p>“Submission of copies of the tender document is NOT required. Tenderer will be required to submit the completed ORIGINAL tender documents as listed above in C1.2 PLUS any required supporting documentation.”</p>
C.2.13.4		<p><b><u>Add</u></b> 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 <b>ONE-PERSON CONCERN</b> submitting a tender, this shall be clearly stated.</i></p> <p><i>In the case of a <b>COMPANY</b> submitting a tender, include a copy of a <b><u>resolution by its board of directors</u></b> 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 <b>CLOSE CORPORATION</b> submitting a tender, include a copy of a <b><u>resolution by its members</u></b> authorising a member or other official of the corporation to sign the documents on each member’s behalf.</i></p>



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Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender
	<p><i>In the case of a <b>PARTNERSHIP</b> submitting a tender, <b>all the partners</b> 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 <b>proof of such authorisation</b> shall be included in the Tender.</i></p> <p><i>In the case of a <b>JOINT VENTURE/CONSORTIUM</b> submitting a tender, include a <b>resolution of each company</b> of the joint venture together with a <b>resolution by its members</b> authorising a member of the joint venture to sign the documents on behalf of the joint venture.</i></p> <p><b><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></b></p>
C.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as follows:</p> <p><b>Reference no. : HHS 07-2023/24</b> <b>Tender description:</b></p> <p><b>TENDER FOR APPOINTMENT OF CONTRACTOR FOR CONSTRUCTION OF BULK SEWER PIPE JACKING, REMEDIAL WORKS ON WATER AND SEWER RETICULATION AND CONNECTION OF STANDS AT RAMA CITY X10 FOR 18 MONTHS</b></p> <p><b>Correct closing time</b> : 10H00 <b>Correct due date</b> :</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><b>Supply Chain Management</b> <b>Tshwane House</b> <b>320 Madiba Street</b> <b>Pretoria CBD</b> <b>0002</b></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>
C.2.13.6	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
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	<b>Telephonic, telegraphic, telex, facsimile or e-mailed offers will <u>not</u> be accepted.</b>
C.2.13.10	<b>Add</b> the following sub- clause C.2.13.10:

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Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
		<p><i>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</i></p>
C.2.14	Information and Data to be completed in all respects	<p><b>Add</b> 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 T2.3 : Technical 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 : Bill of Quantities</i></p> <p><i>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</i></p> <p><i>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</i></p> <p><i>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</i></p> <p><i>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</i></p> <p><i>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer’s past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.</i></p> <p><i>Accept that the Employer is restricted in accordance with clause 5 (1) of the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.</i></p>
C.2.15 C.2.15.1	Closing Time	<p>The closing time for submission of tender offers is stated in the tender notice and invitation to tender. (Section T.1.1 of the document).</p>

Part T1: Tender Procedures

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
C.2.16 C.2.16.5	Tender Offer validity	The tender offer validity period is <b>90 days</b> .  <b>Add</b> the following new clause  <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>
C.2.16.6		<b>Add</b> the following new clause:  <i>Accept that should the Tenderer unilaterally withdraw his tender during the tender validity period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed</i>
C.2.18 C.2.18.1	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.  Add the following to the clause:  "Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.  Accept that the Employer or his agent reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture."
C.2.19	Inspections, tests and analysis	Add the following at the end of the clause:  "...or upon written request."
C2.22	Return of other tender documents	Return all retained tender documents prior to the closing time for the submission of Tender Offers.
C.2.23	Certificates	Refer to part T2: Returnable Documents for a list of documents that are to be returned with the tender.
<i>Add the following new clause:</i>	Canvassing and obtaining of additional	<i>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Project Coordinator or Deputy Directors (Regional Project Managers)/ 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>

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Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
"C.2.24"	information by tenderer	<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>
Add the following new clause: "C.2.25"	Prohibitions on awards to persons in service of the state	<p>Add the following new clause <i>The Employer is prohibited to award a tender to a person -</i></p> <ol style="list-style-type: none"> <li><i>a) who is in the service of the state; or</i></li> <li><i>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i></li> <li><i>c) a person who is an advisor or consultant contracted with the municipality or municipal entity.</i></li> </ol> <p><b><i>In the service of the state means to be -</i></b></p> <ol style="list-style-type: none"> <li><i>a) a member of: -</i> <ul style="list-style-type: none"> <li><i>• any municipal council;</i></li> <li><i>• any provincial legislature; or</i></li> <li><i>• the National Assembly or the National Council of Provinces;</i></li> </ul> </li> <li><i>b) a member of the board of directors of any municipal entity;</i></li> <li><i>c) an official of any municipality or municipal entity;</i></li> <li><i>d) an employee of any national or provincial department;</i></li> <li><i>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i></li> <li><i>f) a member of the accounting authority of any national or provincial public entity; or</i></li> <li><i>g) an employee of Parliament or a provincial legislature.</i></li> </ol> <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>
Add the following new clause: "C.2.26"	Awards to close family members of persons in the service of the state	<p><b>Add</b> the following new clause</p> <p><i>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause C.2.25), or has been in the service of the state in the previous twelve months, including -</i></p> <ol style="list-style-type: none"> <li><i>a) the name of that person;</i></li> <li><i>b) the capacity in which that person is in the service of the state; and</i></li> <li><i>c) the amount of the award.</i></li> </ol> <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>
Add the following new clause: "C.2.27"	Vendor registration	<p><b>Add</b> the following new clause</p> <p><i>The contractor will be required to register as a supplier/ service provider on the City of Tshwane's vendor register before any payment can be done.</i></p> <p><i>If the tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.</i></p> <p><i>Vendor registration documents are available from the Procurement Advice Centre or can be downloaded from:</i></p>

Part T1: Tender Procedures

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
		<p><a href="https://www.tshwane.gov.za/sites/business/RegistrationofSuppliers/pages/registration-of-suppliers.aspx">https://www.tshwane.gov.za/sites/business/RegistrationofSuppliers/pages/registration-of-suppliers.aspx</a></p> <p><i>All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.</i></p>
<p>Add the following new clause: "C.2.28"</p>	<p>Tax Clearance Certificate</p>	<p><b>Add</b> the following new clause</p> <p><b>National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that:</b></p> <p><i>The designated official(s) must verify the tenderer's tax compliance status prior to the finalisation of the award of the tender or price quotation.</i></p> <p><i>Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non-compliant status and the tenderer must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or eFiling</i></p> <p><i>Accept that the tenderer will be rejected if such tenderer fails to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18</i></p>
C.3.1	Respond to requests from tenderer	The employer will respond to requests for clarification up to 7 <b>(seven) working days</b> before the tender closing time.
C.3.1.1		
C.3.4	Opening of Tender submissions	Tenders will be opened immediately after the closing time for tenders. Bidders are requested to refer to the City's website where the closing register will be published.
C.3.4.1		
C.3.8	Test for responsiveness	<b>Add</b> the following to the sub-clause:
C.3.8.1		<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>

Part T1: Tender Procedures

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
C3.9	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> <p>a) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected.</p> <p>b) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the corrected total of the prices shall govern.</p> <p>c) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern.</p> <p>Notify a tenderer upon written request received after the closing date of tenders of all arithmetical errors made by that particular tenderer.</p>
C.3.11	Evaluation of tender offers	<p>Add the following to the sub-clause:</p> <p>Method 2 as described in Clause 3.11.3 will be used to evaluate all responsive tender offers.</p>
C.3.11.3	Evaluation of tender offers	<p><b>Method 2: Functionality, Price and Preference</b> In the case of functionality, price and preference:</p> <p>1) And Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.</p> <p>2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.</p> <p>Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in clauses C3.11.4 and C3.11.5 below.</p>
<p><i>Add the following new clause:</i></p> <p>C.3.11.4</p>		<p><b>The 80/20 preference points system for acquisition of services, works or goods with a Rand value equal to or below R 50 million.</b></p> <p>The following formula must be used to calculate the points for price in respect of tenders with a Rand value below R50 000 000 (all applicable taxes included):</p> $P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <p>Where</p> <p>P<sub>s</sub> = Points scored for price of tender under consideration;</p> <p>P<sub>t</sub> = Price of tender under consideration; and</p> <p>P<sub>min</sub> = Price of lowest acceptable tender.</p> <ul style="list-style-type: none"> <li>A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.</li> </ul>

Part T1: Tender Procedures

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender												
		<ul style="list-style-type: none"> <li>The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.</li> <li>Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.</li> </ul>												
<p>Add the following new clause:</p> <p>C.3.11.6</p>	<p>Scoring Functionality and Quality</p>	<p>A minimum of 70 points out of 100 must be scored to move to the next evaluation level</p> <p>Points allocation Company experience – 60 points Key personnel experience – 40 points</p>												
		<p><b>1. STAGES OF EVALUATION</b></p> <p>This bid will be evaluated in four evaluation stages namely:</p> <ul style="list-style-type: none"> <li><b>Stage 1:</b> Administrative compliance</li> <li><b>Stage 2:</b> Mandatory requirements</li> <li><b>Stage 3:</b> Functionality Criteria</li> <li><b>Stage 4:</b> Preference Points System</li> </ul> <p><b>1.1 ADMINISTRATIVE COMPLIANCE</b></p> <p>All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.</p> <p><b>A compulsory site meeting and briefing session to be held.</b></p> <table border="1"> <thead> <tr> <th>Compulsory Returnable Documentation (Submission of these are compulsory)</th> <th>Submitted (YES or NO)</th> <th>Checklist (Guide for Bidder and the Bid Evaluation Committee)</th> </tr> </thead> <tbody> <tr> <td>a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <input type="checkbox"/> A copy of their Tax Clearance Certificate (TCS); or <input type="checkbox"/> Indicate their tax compliance status PIN.</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?</td> </tr> <tr> <td>b) a copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;</td> <td></td> <td>CSD must be valid? Tax status must be compliant?</td> </tr> <tr> <td>c) Confirmation that the bidding company's rates</td> <td></td> <td>Was a Municipal Account Statement or landlord</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; <input type="checkbox"/> A copy of their Tax Clearance Certificate (TCS); or <input type="checkbox"/> Indicate their tax compliance status PIN.		TCS must be in the same business name as the bidding company? TCS must be valid? Tax status must be compliant?	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?	c) Confirmation that the bidding company's rates		Was a Municipal Account Statement or landlord
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Part T1: Tender Procedures

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender	
		<p>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 • Letter or Statement or Affidavit from landlord confirming that the Bidder (bidding company) has no disputed account(s) and the account is not in arrears for more than ninety (90) days. Where possible, the landlord letter, landlord statement or landlord affidavit should be accompanied with a signed lease agreement.</p>	<p>letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document? Are correspondence recent (not older than 3 months)? Are all payment(s) up to date (i.e. not in arrears for more than 90 days)?</p>
		<p>d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account 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 • Letter or Statement or Affidavit (correspondence should be dated and not older than 3 months) for all the South African based owners / members / directors / major shareholders from their respective landlord/s confirming that the owners / members / directors / major shareholders of the bidding company has no disputed account(s) and the account is not in</p>	<p>Was a Municipal Account Statement(s) or landlord letter(s) provided for ALL the bidding company's (SA based) directors? The names and/or addresses of all directors on statement correspond with CIPC document? Are correspondence recent (not older than 3 months)? Are all payments up to date (i.e. not in arrears for more than 90 days)?</p>



Part T1: Tender Procedures

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender		
		<p>arrears for more than ninety (90) days. Where possible, the landlord letter, landlord statement or landlord affidavit should be accompanied with a signed lease agreement.</p>		
		<p>e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.</p> <p><b>NB: Bidders must ensure that the directors, trustees, managers, principle shareholders, or stakeholders of this company</b></p> <p><b>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></b></p>		<p>All documents fully completed (i.e. no blank spaces)? All documents fully signed? Signature authorised (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required? Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other colour ink, or <b>none submission of the above</b>, will be considered)?</p>
		<p>Financial Statements for the most recent three (3) years or financial statements from date of existence for companies less than three years. NB: The bidder must submit signed audited annual</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</p>

Part T1: Tender Procedures

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender	
		<p>financial statements for the most recent 3 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>f) Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture) • Where the bidder bid as a Joint Ventures (JV), the required or relevant documents as per (a) to l 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>• Note: It is a condition of this bid that the successful bidder will continue with 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 e) must be provided for all partners of the JV.</p>
		<p>Bidder attended a compulsory briefing session where applicable</p>	<p>A compulsory briefing register must be signed by the bidder.</p> <p><b>Bidders will be disqualified should they fail to attend compulsory briefing session</b></p>
		<p>Pricing schedule (All items must be quoted for in pricing schedule and if not</p>	<p>Incomplete pricing schedule results in totals being incomparable.</p>

Part T1: Tender Procedures

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender
	<p>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>Bidder must be disqualified.</p> <p><b>Bidder will be disqualified should they make corrections on the price schedule without attaching a signature thereto.</b></p> <p><b>Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.</b></p> <p><b>1.2 MANDATORY REQUIREMENTS</b></p> <p>It is expected that the bidder will deploy experienced key personnel team that should possess the relevant skills adequate for performing the tasks set out in this specification document.</p> <p>The following information must be provided:</p> <ul style="list-style-type: none"> <li>• Active CIDB grading level of 6CE PE or 7CE or Higher.</li> <li>• Valid Letter of Good Standing (i.e., COIDA, Department of Labour or any other accredited Institutions)</li> <li>• Qualifications of key personnel             <ul style="list-style-type: none"> <li>○ Project Contract Manager Qualification: BSc or B-Tech in civil engineering or Professional registration with ECSA as Engineer or Technologist or Professional registration with SACPCMP as Construction Project Manager or Construction Manager (attach copy of qualifications and proof of professional registration)</li> <li>○ Project Site Agent/Construction Manager Qualifications: Minimum National Diploma in civil engineering or higher qualification in civil engineering (attach copy of qualifications)</li> <li>○ Safety Officer Professional registration with SACPCMP as Safety Officer or Safety Manager (attach proof of professional registration)</li> </ul> </li> </ul> <p><b>1.3 FUNCTIONALITY CRITERIA</b></p> <p>Only tenderers who obtain a minimum of 70 points in respect of the following criteria will be considered for the next stage of evaluation. Bidders that do not achieve a minimum 70 points out of 100 points will not be evaluated further.</p>

Part T1: Tender Procedures

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender					
		Functionality and Quality Criteria – Tender Rating Matrix		A Tenderer rating (Score 0-5)	B Weighting	C Maximum score to be achieved	D Tenderer Score =(A x B)
		Company work experience as per FORM RDD.3 Bulk pipeline including Pipe jacking	Tendering Firm's experience of successfully completed contracts involving the construction of bulk pipeline including pipe jacking.  <b>(attach completion certificates as proof).</b>		6	30	
			Successfully completed 5 projects or more	5			
Successfully completed 4 projects	4						
Successfully completed 3 projects	3						
Successfully completed 2 projects	2						
Successfully completed 1 project	1						
Company work experience as per FORM RDD.3 Bulk water or bulk sewer pipeline	Tendering Firm's experience of successfully completed contracts involving the construction of bulk water or bulk sewer pipeline.  <b>(attach completion certificates as proof).</b>		2	10			
	Successfully completed 5 projects or more	5					
	Successfully completed 4 projects	4					
	Successfully completed 3 projects	3					
	Successfully completed 2 projects	2					
	Successfully completed 1 project	1					
Company work experience as	Tendering Firm's experience of successfully completed contracts involving the construction of sewer reticulation.		2				

Part T1: Tender Procedures

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender				
		(attach completion certificates as proof).			10	
		Successfully completed 5 projects or more	5			
		Successfully completed 4 projects	4			
		Successfully completed 3 projects	3			
		Successfully completed 2 projects	2			
		Successfully completed 1 project	1			
		Company work experience as per FORM RDD.3 Water reticulation	Tendering Firm's experience of successfully completed contracts involving the construction of water reticulation.  (attach completion certificates as proof).			
	Successfully completed 5 projects or more		5	2	10	
	Successfully completed 4 projects		4			
	Successfully completed 3 projects		3			
	Successfully completed 2 projects		2			
	Successfully completed 1 project		1			
		<b>TOTAL SCORE FOR TENDERER EXPERIENCE</b>			<b>60</b>	

Part T1: Tender Procedures

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender																																												
	<p><b>Key personnel experience</b> Tendering Firm to submit curriculum vitae of full time employed staff with detailing experience in implementing <b>water and sewer</b> projects.</p>																																												
		<table border="1"> <thead> <tr> <th></th> <th>A</th> <th>B</th> <th>C</th> <th>D</th> </tr> <tr> <th>Key personnel experience</th> <th>Tenderer rating (Score 0-5)</th> <th>Weighting</th> <th>Maximum score to be achieved</th> <th>Tenderer Score =(A x B)</th> </tr> </thead> <tbody> <tr> <td><b>Project Contract Manager</b> Minimum 5 years relevant experience <b>Specific Experience:</b> Attach a CV detailing experience in the position of Contract Manager on water and sewer projects.</td> <td></td> <td rowspan="5">5</td> <td rowspan="5">20</td> <td rowspan="5"></td> </tr> <tr> <td>More than 9 Years experience</td> <td>4</td> </tr> <tr> <td>8 – 9 Years experience</td> <td>3</td> </tr> <tr> <td>6 – 7 Years experience</td> <td>2</td> </tr> <tr> <td>5 Years experience</td> <td>1</td> </tr> <tr> <td><b>Site Agent / Construction Manager</b> Minimum 3 years relevant experience <b>Specific Experience:</b> Attach a CV detailing experience in the position of Site Agent on water and sewer projects</td> <td></td> <td rowspan="5">2</td> <td rowspan="5">10</td> <td rowspan="5"></td> </tr> <tr> <td>More than 9 Years experience</td> <td>5</td> </tr> <tr> <td>8 - 9 Years experience</td> <td>4</td> </tr> <tr> <td>6 – 7 Years experience</td> <td>3</td> </tr> <tr> <td>4 - 5 Years experience</td> <td>2</td> </tr> <tr> <td>3 Years experience</td> <td>1</td> </tr> <tr> <td><b>Construction Health &amp; Safety Officer (CHS)</b> Minimum 2 years relevant experience post registration as CHS Officer <b>Specific Experience:</b> Attach a CV detailing experience in the position of Construction Health &amp; Safety Officer on water and sewer projects</td> <td></td> <td rowspan="1">2</td> <td rowspan="1">10</td> <td rowspan="1"></td> </tr> </tbody> </table>		A	B	C	D	Key personnel experience	Tenderer rating (Score 0-5)	Weighting	Maximum score to be achieved	Tenderer Score =(A x B)	<b>Project Contract Manager</b> Minimum 5 years relevant experience <b>Specific Experience:</b> Attach a CV detailing experience in the position of Contract Manager on water and sewer projects.		5	20		More than 9 Years experience	4	8 – 9 Years experience	3	6 – 7 Years experience	2	5 Years experience	1	<b>Site Agent / Construction Manager</b> Minimum 3 years relevant experience <b>Specific Experience:</b> Attach a CV detailing experience in the position of Site Agent on water and sewer projects		2	10		More than 9 Years experience	5	8 - 9 Years experience	4	6 – 7 Years experience	3	4 - 5 Years experience	2	3 Years experience	1	<b>Construction Health &amp; Safety Officer (CHS)</b> Minimum 2 years relevant experience post registration as CHS Officer <b>Specific Experience:</b> Attach a CV detailing experience in the position of Construction Health & Safety Officer on water and sewer projects		2	10	
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Part T1: Tender Procedures

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		5 - 6 Years experience post registration	3																													
		3- 4 Years experience post registration	2																													
		2 Years experience post registration	1																													
		<b>TOTAL SCORE FOR KEY PERSONNEL</b>			<b>40</b>																											
		<p><b>1.4 PREFERENCE POINT SYSTEM</b></p> <p>The preferential point system used will be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022</p> <ul style="list-style-type: none"> <li>• 80 points for price</li> <li>• 20 points for specific goals</li> </ul> <p>10 points for Specific Goals (service provider to submit the certified copy of the specific goals). Refer to Table 1 below:</p> <table border="1" data-bbox="432 1171 1369 2040"> <thead> <tr> <th data-bbox="432 1171 820 1234">Specific Goal</th> <th data-bbox="820 1171 1059 1234">80/20 preference point system</th> <th data-bbox="1059 1171 1369 1234">Proof of specific goals to be submitted</th> </tr> </thead> <tbody> <tr> <td data-bbox="432 1234 820 1574">                     BB-BEE score of companies                      Level 1                      Level 2                      Level 3                      Level 4                      Level 5                      Level 6                      Level 7                      Level 8                      Non-compliant                 </td> <td data-bbox="820 1234 1059 1574">                     8 Points                      7 Points                      6 Points                      5 Points                      4 Points                      3 Points                      2 Points                      1 Point                      0 Points                 </td> <td data-bbox="1059 1234 1369 1574">                     Valid Certified copy of BBEE certificate. For EME's and QSE's copy of a valid Sworn affidavit.                 </td> </tr> <tr> <td data-bbox="432 1574 820 1630">EME and/ or QSE</td> <td data-bbox="820 1574 1059 1630">2</td> <td data-bbox="1059 1574 1369 1630">Valid Sworn affidavit</td> </tr> <tr> <td data-bbox="432 1630 820 1697">At least 51% Women owned companies</td> <td data-bbox="820 1630 1059 1697">2</td> <td data-bbox="1059 1630 1369 1697">Certified copy of Identity Document/s</td> </tr> <tr> <td data-bbox="432 1697 820 1854">At least 51% owned companies by People with disability</td> <td data-bbox="820 1697 1059 1854">2</td> <td data-bbox="1059 1697 1369 1854">Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers)</td> </tr> <tr> <td data-bbox="432 1854 820 1910">At least 51% owned companies by Youth</td> <td data-bbox="820 1854 1059 1910">1</td> <td data-bbox="1059 1854 1369 1910">Certified copy of Identity Document/s</td> </tr> <tr> <td data-bbox="432 1910 820 1944">Local Economic Participation</td> <td data-bbox="820 1910 1059 1944"></td> <td data-bbox="1059 1910 1369 1944" rowspan="4">Municipal Account statement/Lease agreement.</td> </tr> <tr> <td data-bbox="432 1944 820 1977">City of Tshwane Participants</td> <td data-bbox="820 1944 1059 1977">4</td> </tr> <tr> <td data-bbox="432 1977 820 2011">Gauteng Participants</td> <td data-bbox="820 1977 1059 2011">2</td> </tr> <tr> <td data-bbox="432 2011 820 2040">National participants</td> <td data-bbox="820 2011 1059 2040">1</td> </tr> </tbody> </table>				Specific Goal	80/20 preference point system	Proof of specific goals to be submitted	BB-BEE score of companies Level 1 Level 2 Level 3 Level 4 Level 5 Level 6 Level 7 Level 8 Non-compliant	8 Points 7 Points 6 Points 5 Points 4 Points 3 Points 2 Points 1 Point 0 Points	Valid Certified copy of BBEE certificate. For EME's and QSE's copy of a valid Sworn affidavit.	EME and/ or QSE	2	Valid Sworn affidavit	At least 51% Women owned companies	2	Certified copy of Identity Document/s	At least 51% owned companies by People with disability	2	Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers)	At least 51% owned companies by Youth	1	Certified copy of Identity Document/s	Local Economic Participation		Municipal Account statement/Lease agreement.	City of Tshwane Participants	4	Gauteng Participants	2	National participants	1
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Part T1: Tender Procedures

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
C3.13	Acceptance of Tender Offer	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a.) the tenderer has complied in full with the all eligibility criteria;</li> <li>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;</li> <li>c.) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;</li> <li>d.) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>e.) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect.</li> </ul> </li> <li>f.) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</li> <li>g.) the tenderer is registered and in good standing with the compensation fund or with a licenced compensation insurer.</li> <li>h.) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</li> </ul>
C.3.16	Registration of the award	<p><b>Add the following</b> to the clause:</p> <p>Notice of non-acceptance of the tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Employer' Agent.</p>
C.3.17	Provide Copies of Contract	<p>One signed copy of the contract shall be provided by the Employer to the successful Tenderer.</p>



## **T1.3 STANDARD CONDITIONS OF TENDER**

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### C.1 General

#### C.1.1 Actions

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

C.1.1.2 The employer and the tenderer and all their agents 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.

C1.1.3 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.

#### C1.2 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.

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C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall 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 in 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 tenderer 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 tenderer who 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 employer may, prior to the award of the tender, cancel a tender if-

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

C.1.5.2 The decision to cancel a tender invitation 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 the 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.

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The requirements of C.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 at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

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 comply with requirements.

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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 fourteen (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.

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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 must 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 must only be considered if the main tender offer 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 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.

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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, a tenderer must 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.

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### C.2.19 Inspections, tests 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 twenty-eight (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



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

### C.3.4 Opening of tender submissions

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

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

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

### C.3.5 Two-envelope system

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

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

### C.3.6 Non-disclosure

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

### C.3.7 Grounds for rejection and disqualification

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

### C.3.8 Test for responsiveness

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

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

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

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- 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.
- 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 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.

### C.3.10 Clarification of 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.

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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 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 No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

## Part T1: Tender Procedures

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- 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.3.17 Provide copies of the contracts

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

### C.3.18 Provide written reasons for actions taken

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

# **PART T2: RETURNABLE DOCUMENTS**

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## T2.1 LIST OF RETURNABLE DOCUMENTS

### RD.A MANDATORY RETURNABLE DOCUMENTS

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

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

### RD.B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

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

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

### RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

**Note:** *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the Tenderer having to submit same upon request within 7 days and if not complied with, will result to the tender offer being disqualified from further consideration.*

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	
<b>MBD 5:</b> 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 RETURNABLE DOCUMENTS REQUIRED FOR FUNCTIONALITY EVALUATION PURPOSES**

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

Document Name	Refer to Returnable Documents	Maximum Points	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender) Yes / No
Schedule of Tenderer's experience	RD.D.3	60	
Key Personnel	RD.D.8	40	
Curriculum vitae of key personnel	RD.D.9		
Summary Of Tenderer's Experience Score	RD.D.15		

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

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

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender) Yes / No
Record of addenda to tender documents	RD.E.1	
Form of Offer	Section C1.1	
Contract Data (Data provided by the contractor)	Section C1.2	

HHS 07-2023/24 TENDER FOR APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF BULK SEWER PIPE JACKING, REMEDIAL WORKS ON WATER AND SEWER RETICULATION AND CONNECTION OF STANDS AT RAMA CITY X10 FOR 18 MONTHS

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Pricing schedule	Section C2.2	
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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.

<b>Signed:</b>		<b>Date:</b>	
<b>Name:</b>		<b>Position</b>	
<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 state<sup>1</sup>.
- 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, shareholder<sup>2</sup>)

---

3.4 Company Registration Number:

---

3.5 Tax Reference Number:

---

3.6 VAT Registration Number:

---

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

3.8 Are you presently in the service of the state?

YES	NO
-----	----

---

<sup>1</sup> 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

<sup>2</sup> 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.

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 \_\_\_\_\_

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

Full Name	Identity Number	State Employee Number

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

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

Item	Question	Response	
4.1	Is the tenderer, any of it's directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? <b>(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)</b>  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)? <b>(The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.)</b>  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
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?  If so, furnish particulars:	YES	NO

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>3</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act Nol. 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 rigging<sup>4</sup>). 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.

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<sup>3</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying tender:

**HHS 07 – 2023/2024**

**TENDER FOR APPOINTMENT OF CONTRACTOR FOR CONSTRUCTION OF BULK SEWER PIPE JACKING, REMEDIAL WORKS ON WATER AND SEWER RETICULATION AND CONNECTION OF STANDS AT RAMA CITY X10 FOR 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 consortium<sup>5</sup> will not be construed as collusive tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. Prices;
  - b. Geographical area where product of services will be rendered (market allocation);
  - c. Methods, factors or formulas used to calculate prices;
  - d. The intention or decision to submit or not to submit, a tender;
  - e. The submission of a tender which does not meet the specifications and conditions of the tender; or
  - f. Tendering with the intention not to win the tender.
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.

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<sup>5</sup> 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.

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 from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM RD.A.5 CERTIFICATE OF AUTHORITY OF SIGNATORY**

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

\_\_\_\_\_

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

Held at: \_\_\_\_\_ (place)

On: \_\_\_\_\_ (date)

**RESOLVED** that:

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

Tender Number:	<b>HHS 07 – 2023/2024</b>
Tender Description:	<b>TENDER FOR APPOINTMENT OF CONTRACTOR FOR CONSTRUCTION OF BULK SEWER PIPE JACKING, REMEDIAL WORKS ON WATER AND SEWER RETICULATION AND CONNECTION OF STANDS AT RAMA CITY X10 FOR 18 MONTHS</b>

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

**Form RD.B.1**

**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 specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

---

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);

**To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

**1.3 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

**2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20**

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

Part T2: Returnable Documents

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

- (a) any other invitation for tender, for the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable 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.)**

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	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.3. Company registration number: .....

4.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]



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

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

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

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

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

NOTE:

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

**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.

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_ % black owned;
- The enterprise is \_\_\_\_\_ % woman owned;
- The enterprise is \_\_\_\_\_ % owned companies by People with disability;
- The enterprise is \_\_\_\_\_ % owned companies by Youth;
- 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.

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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:

If 80/20 preference point system applies:

	Promotion of local enterprises
<b>No Response (score 0)</b>	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,
<b>Satisfactory (score 1)</b>	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)
<b>Good (score 2)</b>	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)
<b>Very good (score 4)</b>	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.	
<u>Person authorized to sign the tender:</u>	
Full name (in BLOCK letters):	_____
Signature:	_____
Date:	_____

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

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

	<b>promotion At least 51% Women owned companies and At least 51% owned companies by youth</b>
<b>No Response (score 0)</b>	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,
<b>Good (score 1)</b>	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
<b>Good (score 1)</b>	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.	
<b>Person authorized to sign the tender:</b>	
<b>Full name (in BLOCK letters):</b>	_____
<b>Signature:</b>	_____
<b>Date:</b>	_____

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

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

	<b>Promotion of At least 51% owned companies by People with disability</b>
<b>No Response (score 0)</b>	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,
<b>Good (score 1)</b>	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:** \_\_\_\_\_

**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)
<b>Combined CIDB Grading for Joint Venture / Consortium:</b>			

(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 <b>YES</b> 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 <b>YES</b> what records are kept?	YES	NO
6. Do your company conduct monthly safety meetings? If <b>YES</b> , 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 <b>YES</b> , explain his duties and provide a copy of his CV	YES	NO
8. Do your company have trained first aid employees? If <b>YES</b> , indicate who.	YES	NO
9. Do your company have a safety induction training programme in place? If <b>YES</b> , provide a copy.	YES	NO
10. Does your company conduct medical surveillance for its employees?	YES	NO

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

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

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

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

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

(Attach additional pages if more space is required.)

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

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM RD.C.6 SCHEDULE OF PLANT AND EQUIPMENT**

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

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

(Attach additional pages if more space is required)

<b>Major equipment that will be hired or acquired for the execution of the works</b>	
<b>Quantity</b>	<b>Description, size, capacity etc.</b>

(Attach additional pages if more space is required)

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

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**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.
6	<u>Co-operative</u>	CIPRO CR2 - Certified copies of Company registration document.

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If the Tendering Entity is a:	Documentation to be submitted with the tender
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	<input type="checkbox"/>
No	<input type="checkbox"/>

(Make an X in the appropriate space)

REGISTRATION NO: \_\_\_\_\_



**FORM RD.C.9 CLASSIFICATION OF BUSINESS**

- 1. The Small Businesses are defined in the National Small Business Act, 1996 (Act 102 of 1996).
- 2. Information furnished with regard to the classification of Small businesses
  - (b.) Indicate whether the company/entity is defined as a small, medium or micro enterprise by the National Small Business Act.

YES	NO
-----	----

(Tick appropriate box)

- (c.) If the response to 2.(a.) is **YES**, the following must be completed:
  - i. Sector/sub-sector in accordance with the Standard Industrial classification:  
\_\_\_\_\_
  - ii. Size or class:  
\_\_\_\_\_
  - iii. Total full-time equivalent of paid employees:  
\_\_\_\_\_
  - iv. Total annual turnover:  
\_\_\_\_\_
  - v. Total gross asset value (fixed property excluded):  
\_\_\_\_\_

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

- (d.) The tenderer should substantiate the information provided by submitting the following documentation:
  - i. A letter from the tenderer's auditor or an affidavit from the South African Police Services confirming the correctness of the abovementioned information,
  - ii. Company profile indicating the tenderer's staff compliment, and
  - iii. 3 year financial statement or since their establishment if established during the past 3 years.

**SCHEDULE OF SECTORS**

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

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

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

Name of Surety (Bank or Insurer) \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

On behalf of Tenderer (name of tenderer) \_\_\_\_\_

Date: \_\_\_\_\_

**CONFIRMED BY** Surety's Authorised representative

Signature(s): \_\_\_\_\_

Name (print): \_\_\_\_\_

Capacity \_\_\_\_\_

On behalf of Surety (Bank or Insurer) \_\_\_\_\_

Date: \_\_\_\_\_

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM RD.D.3 SCHEDULE OF TENDERERS EXPERIENCE**

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture consortium, in similar projects, within the past 5 years, shall be evaluated. Proof of experience (Appointment letters and Completion certificates) will influence the scoring on listed projects.

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

The following is a statement of similar work successfully executed by Tenderer:

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

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	<b>Employer, contact person and telephone number (Project will be rejected without current accurate contact data)</b>	<b>Description of contract of similar (points to be allocated for each project of similar nature or scope – ref C3.11)</b>	<b>Date completed</b>
	<hr/>		
7	Employer: <hr/> Contact Person: <hr/> Tel: <hr/>		
8	Employer: <hr/> Contact Person: <hr/> Tel: <hr/>		
9	Employer: <hr/> Contact Person: <hr/> Tel: <hr/>		
10	Employer: <hr/> Contact Person: <hr/> Tel: <hr/>		

**FORM RD.D.8 KEY PERSONNEL**

The Tenderer shall schedule the following Key Personnel who would be assigned to this Contract. The Contractor shall be contractually obliged to make these personnel available for the duration of the Contract, failing which alternative personnel of equal or higher qualification may be accepted by the employer.

POSITION	NAME	YEARS OF EXPERIENCE	NUMBER OF PROJECTS COMPLETED OF SIMILAR NATURE
Contract Manager (Maximum more than 10 years experience)			
Site Agent (Maximum more than 10 years experience)			
Occupational Health & Safety Officer (Maximum 3 years experience post professional registration)			

The Tenderer shall complete a CV for each of the Key Personnel in Form RD.D.9 accompanied by the certified proof of Qualifications, Professional Registrations, and Proof of Identity for all personnel.

**FORM RD.D.9.1 CURRICULUM VITAE FOR PROFESSIONALLY REGISTERED PERSONNEL**

Note: This form should be completed for the **Contract Manager**, as listed in Form RD.D.8.

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership, registration or license:	
Name of employer (firm):	
Current position:	Years with firm:
Certification:	
<p>I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.</p>	
<p>_____</p> <p><i>(Signature of person named in schedule)</i></p>	<p>_____</p> <p>Date:</p>

**D.9.1.1 EMPLOYMENT RECORD** (from most recent)

EMPLOYER	POSITION HELD / ROLES	DATES		YEARS EXPERIENCE	POINTS
		FROM	TO		
TOTAL POINTS					

**D.9.1.2 PARTICULAR & APPROPRIATE EXPERIENCE**

(A project will be rejected without current & accurate contact details)

CLIENT & CONTACT	PROJECT DESCRIPTION (ref C3.1)	DATES		VALUE	POINTS
		FROM	TO		
TOTAL POINTS					
GRAND TOTAL POINTS (CARRIED OVER TO FORM RD.D.8)					

**FORM RD.D.9.2 CURRICULUM VITAE OF KEY PERSONNEL**

Note: This form should be completed for the **Site Agent**, as listed in Form RD.D.8.

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
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:

**D.9.2.1 EMPLOYMENT RECORD** (from most recent)

EMPLOYER	POSITION HELD / ROLES	DATES		YEARS EXPERIENCE	POINTS
		FROM	TO		
TOTAL POINTS					

**D.9.2.2 PARTICULAR & APPROPRIATE EXPERIENCE**

(A project will be rejected without current & accurate contact details)

CLIENT & CONTACT	PROJECT DESCRIPTION (ref C3.1)	DATES		VALUE	POINTS
		FROM	TO		
TOTAL POINTS					
GRAND TOTAL POINTS (CARRIED OVER TO FORM RD.D.8)					



**FORM RD.D.9.3 CURRICULUM VITAE OF KEY PERSONNEL**

Note: This form should be completed for the **Construction health and safety Officer**, as listed in Form RD.D.8.

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
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:

**D.9.2.3 EMPLOYMENT RECORD** (from most recent)

EMPLOYER	POSITION HELD / ROLES	DATES		YEARS EXPERIENCE	POINTS
		FROM	TO		
TOTAL POINTS					

**D.9.2.4 PARTICULAR & APPROPRIATE EXPERIENCE**

(A project will be rejected without current & accurate contact details)

CLIENT & CONTACT	PROJECT DESCRIPTION (ref C3.1)	DATES		VALUE	POINTS
		FROM	TO		
TOTAL POINTS					
GRAND TOTAL POINTS (CARRIED OVER TO FORM RD.D.8)					

**FORM RD.D.15 SUMMARY OF TENDERER'S EXPERIENCE SCORE**

<b>CRITERIA</b>	<b>REFERENCE</b>	<b>MAX POINTS</b>	<b>TENDERER'S SCORE</b>
<b>Tenderers Experience</b>			
Schedule of Tenderer's Experience	RD.D.3	60	
<b>Total</b>			
<b>Key Personnel</b>			
Contracts Manager	RD.D.8	10	
Site Agent	RD.D.8	20	
Occupational Health	RD.D.8	10	
<b>Total</b>		40	
<b>GRAND TOTAL</b>		<b>100</b>	
<b>Min Points</b>		<b>70</b>	

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

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

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **PART C1: AGREEMENTS AND CONTRACT DATA**

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## C1.1 FORM OF OFFER AND ACCEPTANCE

STAMP
-------

### OFFER

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

### TENDER FOR APPOINTMENT OF CONTRACTOR FOR CONSTRUCTION OF BULK SEWER PIPE JACKING, REMEDIAL WORKS ON WATER AND SEWER RETICULATION AND CONNECTION OF STANDS AT RAMA CITY X10 FOR 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 T1	Tendering Procedures	Part C2	Pricing Data
Part T2	Returnable Documents	Part C3	Scope of Work
Part C1	Agreements and Contract Data	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: \_\_\_\_\_

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

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

**FOR AND ON BEHALF OF THE TENDERER:**

NAME:

(in BLOCK letters)

\_\_\_\_\_

CAPACITY:

(of authorized agent)

\_\_\_\_\_

SIGNATURE:

(of authorized agent)

\_\_\_\_\_

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

WITNESSES:

(Full name in BLOCK letters and signature)

1. \_\_\_\_\_

2. \_\_\_\_\_

**FOR AND ON BEHALF OF THE EMPLOYER:**

NAME:

(in BLOCK letters)

\_\_\_\_\_

CAPACITY:

(of authorized agent)

\_\_\_\_\_

SIGNATURE:

(of authorized agent)

\_\_\_\_\_

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

WITNESSES:

(Full name in BLOCK letters and signature)

1. \_\_\_\_\_

2. \_\_\_\_\_



**CONFIRMATION OF RECEIPT**

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

**FOR AND ON BEHALF OF THE CONTRACTOR:**

NAME:  
(in BLOCK letters) \_\_\_\_\_

CAPACITY:  
(of authorized agent) \_\_\_\_\_

SIGNATURE:  
(of authorized agent) \_\_\_\_\_

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

WITNESSES:  
(Full name in BLOCK letters and signature)

1. \_\_\_\_\_

2. \_\_\_\_\_

**C1.2 CONTRACT DATA**

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C1.2.4 DATA PROVIDED BY THE CONTRACTOR ..... 30

### **C.1.2.1 GENERAL CONDITIONS OF CONTRACT**

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

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

Engineering Contracting Strategies (ECS)

Telephone: 011 803 3008

E-Mail: [admin@ecs.co.za](mailto:admin@ecs.co.za)

Web: [www.ecs.co.za](http://www.ecs.co.za)

OR

Consulting Engineers South Africa (CESA)

Telephone: 011 463 2022

E-Mail: [general@cesa.co.za](mailto:general@cesa.co.za)

Web: [www.cesa.co.za](http://www.cesa.co.za)

OR

South African Institution of Civil Engineering (SAICE)

Telephone: 011 80505947 / 48 / 53

E-Mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za)

Web: [www.saice.org.za](http://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	VARIATION / ADDITION
1.1	<p><b>Add</b> the following definitions:</p> <p>1.1.1.13        <i>The Defects Liability Period is <b>365 Days (12 months)</b> from the date of the Completion Certificate</i></p> <p>1.1.1.14.1 <i>The starting/ commencement date is the date which the contractor receives a signed copy of the contract document with a schedule of deviations, if any. The contractor is to submit documents listed under clause 5.3.1 herein prior to commencement.</i></p> <p>1.1.1.14.2 <i>The time for achieving Practical Completion is <b>18 months from date of commencement.</b></i></p> <p>1.1.1.15        <i>The name of the Employer is:</i></p> <p style="padding-left: 40px;"><i>City of Tshwane, represented by the Group Head Human Settlements Department, and / or any other person or persons duly authorised thereto by the Employer in writing.</i></p> <p>1.1.1.16        <i>The name of the Employer’s Agent is:</i></p> <p style="padding-left: 40px;"><i><b>Hokwani Consulting (Pty) Ltd</b>, acting through a principal or an official authorised thereto in writing. The principal representing the Employer’s Agent is <b>Mr Manqoba G. Tshuma.</b></i></p> <p>1.1.1.26        <i>The pricing strategy of a re-measurement Contract shall apply</i></p>
1.2.1	<p><b>Add</b> the following to the clause:</p> <p>1.2.1.2 <i>The address of the Employer is:</i></p> <p style="padding-left: 40px;"><i>Postal address:</i></p> <p style="padding-left: 80px;"><i>P O Box 440</i></p> <p style="padding-left: 80px;"><i>PRETORIA</i></p> <p style="padding-left: 80px;"><i>0001</i></p> <p style="padding-left: 40px;"><i>Details of the Project Manager:</i></p> <p style="padding-left: 40px;"><i>Physical address:</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>Human Settlements Department                      1st floor Tshwane House                      320 Madiba Street                      Pretoria                      0002</i></p> <p><i>Contact numbers:                      Telephone: 012 358 1458                      Fax: NA                      e-mail address: <a href="mailto:witnessm@tshwane.gov.za">witnessm@tshwane.gov.za</a></i></p>
1.2.2	<ul style="list-style-type: none"> <li>• <i>The Employer has authorised the Group Head to act on his behalf in respect of this Contract, save for such duties or functions:</i></li> <li>• <i>which other holders of office ex officio execute on behalf of the Employer; or</i></li> <li>• <i>for which the Group Head has no authority and the Employer’s approval is required before execution thereof.</i></li> <li>• <b>The Group Head is:</b>  <i>Nonto Memela                      Human Settlements Department</i></li> </ul>
3.2.3	<p><i>The Employer’s Agent is required in terms of his appointment by the Employer to obtain the specific approval of the Employer for any variations to the Scope of Work which may increase the contract sum.</i></p>
4.3	<p><b>Add</b> the following new sub-clause:</p> <p>4.3.3 <i>Wages and conditions of work:</i></p> <ul style="list-style-type: none"> <li>i. <i>For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectoral Determination: Civil Engineering Sector published from time to time.</i></li> <li>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></li> </ul>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><b>Add</b> 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><b>Add</b> the following new sub-clause:</p> <p>4.3.5 <i>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</i></p>
5.3.1	<p><i>The documentation required before commencement with Works execution are :</i></p> <ul style="list-style-type: none"> <li>• <i>A signed copy of the Form of Offer and Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the contract.</i></li> <li>• <i>A permit or notification of construction works in terms of Regulations 3(1) and (2) of the Construction Regulations 2014.</i></li> <li>• <i>Health and Safety Plan (Refer to Clause 4.3) approved by Safety Agent, Safety File approved by Safety Agent and/or CoT OHS Department.</i></li> <li>• <i>A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3) use latest 2014.</i></li> <li>• <i>Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for</i></li> </ul>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>Occupational Injuries and Diseases Act, No. 130 of 1993 (Refer to Clause 4.3).</i></p> <ul style="list-style-type: none"> <li>• <i>Initial programme (Refer to Clause 5.6)</i></li> <li>• <i>Security (Refer to Clause 6.2)</i></li> <li>• <i>Insurance (Refer to Clause 8.6)</i></li> <li>• <i>Initial Cashflow Projections for the approval by Engineer</i></li> </ul> <p><i>Additional documentation required before commencement with Works execution are:</i></p> <ul style="list-style-type: none"> <li>• <i>Quality Control Site Books, such as Site Diary, Compaction Control Tests, Levels, Concrete Tests, Site Instructions, Plant and Equipment, Labour for approval by Employer’s Agent / Representative and acknowledgement to adhere to Engineer’s QMS</i></li> <li>• <i>Construction Method Statements</i></li> <li>• <i>Staff CVs for approval by Employer and Employer’s Agent as per contract specification (Part T1.2-Tender Data, Clause C2.1)</i></li> <li>• <i>SMME Management and Monitoring plan for CoT approval. The SMME Management Plan shall entail breakdown of the scope of works to be executed by local SMMEs, SMME selection approach, management and skills transfer approach, number of local SMMEs to be engaged on the project</i></li> </ul>
5.3.2	<p><i>The time to submit the documentation required before commencement with Works execution is 21 days.</i></p>
5.4.2.1	<p><i>Section of the pipeline is in a private and business property therefore working areas needs to be barricaded and signs erected to limit access to the construction working areas.</i></p>
5.5.1	<p><i>The estimated construction period is 18 months from date of commencement based on the engineer’s estimates.</i></p>
5.8.1	<p><i>The non-working days are Saturdays and Sundays</i></p> <p><i>The special non-working Days are:</i></p> <p style="text-align: center;"><i>Statutory public holidays; and</i></p> <p style="text-align: center;"><i>All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors, and which commence before the Completion Date.</i></p>
5.12	<p><b>Add</b> the following new sub-clause</p> <p><i>5.12.5 Critical path provision</i></p>

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



CLAUSE / SUB- CLAUSE	VARIATION / ADDITION
	<p> <math>N_w</math> = Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.  <math>R_w</math> = Actual rainfall in mm for the calendar month under consideration.  <math>N_n</math> = 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 <math>N_n</math> will be provided in the Specifications.  <math>R_n</math> = Average rainfall in mm for the calendar month, as derived from existing rainfall records. Rainfall records and/or the derived values of <math>R_n</math> will be provided in the Project Specifications.  <math>X</math> = 20 unless otherwise provided in the Project Specifications  <math>Y</math> = 10 unless otherwise provided in the Project Specifications                 </p> <p>                     The total extension of time shall be the algebraic sum of the monthly totals for the period under consideration. However, if the grand total is negative the time for completion shall not be reduced on account of abnormal rainfall. Extension of time for parts of a month shall be calculated by pro rata values of <math>N_n</math> and <math>R_n</math> being used.                 </p> <p>                     The factor <math>(N_w - N_n)</math> shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm and wet conditions prevented or disrupted work.                 </p> <p>                     The factor <math>\frac{(R_w - R_n)}{X}</math> 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 <math>(N_w - N_n)</math>, prevented or disrupted work during the calendar month.                 </p> <p>                     Accurate rain gauging shall be taken at a suitable point on Site and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with.                 </p> <p>                     This formula does not take into account further on concurrent delays which could be caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (42.5 Critical Path Provision) hereof.                 </p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><u><i>Method 2: Expected delay method</i></u></p> <p><i>The Contractor shall make provision in his programme for the execution of the Works, for an expected delay of "n" normal working days (based on a working week of five normal working days) due to normal rainfall, for which he will not receive any extension of time.</i></p> <p><i>Unless otherwise provided in the Project Specifications, the value of "n" shall be taken as equal to the tendered time for completion of the Works in months, rounded off to an integer.</i></p> <p><i>Extension of time during normal working days will be granted to the degree to which actual delays as determined in accordance with Sub-Clause (42.5 Critical Path Provision) hereof, exceed the number of "n" normal working days.</i></p> <p><i>The value of "n" does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (42.5 Critical Path Provision) hereof.</i></p>
5.13.1	<i>The penalty for failing to complete the Works is R 2 000.00 per day.</i>
5.16.3	<i>The latent defect period is 5 years, commencing on the day after the date of certification of Practical Completion</i>
6.1	<p><b>Add</b> 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><b>Add</b> the following new sub-clause</p> <p>6.1.3 <i>The Contractor shall be paid at Pretoria in the currency of the Republic of South Africa only at the Office of the Chief Financial Officer of the CITY OF TSHWANE, unless otherwise stated in the Data provided by Employer.</i></p>
6.2.1	<p><i>The form of Security for this Contract will be a Performance Guarantee.</i></p> <p><i>This Performance Guarantee is to be 10% of the Contract Value.</i></p>
6.5.1.2.3	<i>The percentage allowance to cover overhead charges is 10%.</i>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION				
6.8.2	<p><i>The values of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</i></p> <p><i>The values of the coefficients are:</i>  <math>a = 0.20</math>  <math>b = 0.40</math>  <math>c = 0.25</math>  <math>d = 0.15</math></p> <p><i>The site or largest part thereof shall be deemed to be located in the national province of Gauteng</i></p> <p><i>The applicable industry for the Producer Price index for materials is Building and Construction Civil Engineering.</i></p> <p><i>The area for the Producer Price Index for fuel is Witwatersrand.</i>  <i>The base month is the month before the month in which the tenders close.</i></p>				
6.10.1.5	<p><i>The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of ownership is required.</i></p>				
6.10.3	<p><i>The percentage retention money is 10 % of the Certificate Value.</i></p>				
6.10.3	<p><i>The limit of retention money is 5% of the Contract Sum.</i></p>				
8.6	<p><b>8.6.1 For contracts within the policy limit of R50-million each (VAT exclusive), the contractor is to choose between the following options and submit proof of the documentation requested:</b></p> <table border="1" data-bbox="466 1402 1449 2067"> <thead> <tr> <th data-bbox="466 1402 911 1442">OPTION A</th> <th data-bbox="911 1402 1449 1442">OPTION B</th> </tr> </thead> <tbody> <tr> <td data-bbox="466 1442 911 2067"> <p><b><u>The Contractor's own Public Liability Insurance Policy and/or Contractors All Risk Policy only applicable for Service Contracts</u></b></p> <p><b>Contractor to insure the following:</b></p> <p>a) All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</p> </td> <td data-bbox="911 1442 1449 2067"> <p><b><u>The City of Tshwane's Public Liability for Contractors Policy or Principal Controlled Contractors All Risk Policy for all contracts including Service Contracts</u></b></p> <p><b>The City of Tshwane to only insure the works by the Contractor.</b></p> <p>The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurance policies in</p> </td> </tr> </tbody> </table>	OPTION A	OPTION B	<p><b><u>The Contractor's own Public Liability Insurance Policy and/or Contractors All Risk Policy only applicable for Service Contracts</u></b></p> <p><b>Contractor to insure the following:</b></p> <p>a) All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</p>	<p><b><u>The City of Tshwane's Public Liability for Contractors Policy or Principal Controlled Contractors All Risk Policy for all contracts including Service Contracts</u></b></p> <p><b>The City of Tshwane to only insure the works by the Contractor.</b></p> <p>The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurance policies in</p>
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CLAUSE / SUB-CLAUSE	VARIATION / ADDITION	
	<p>b) Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R5-million per claim with the number of claims unlimited.</p> <p>c) SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</p> <p>d) In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Sub-contractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Sub-contractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles.</p> <p>e) Proof must also be submitted that the Contractor complies with the conditions of the following legislation:</p> <ol style="list-style-type: none"> <li>1. Compensation for Occupational Injuries and diseases, 1993.</li> <li>2. Unemployment Insurance Act, 1996.</li> <li>3. The Contractor shall in respect of the Site of the contract works appoint in writing a competent person to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended.</li> </ol>	<p>the name of the Contractor (including all Subcontractors whether nominated or otherwise) at an insurance company within 21 (twenty-one) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Project Manager 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</p> <p><b>Contractor to insure the following:</b></p> <p>a) All Risk Insurance cover with regard to all Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</p> <p>b) Motor Vehicle and Passenger Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R10-million per claim with the number of claims unlimited.</p> <p>c) SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</p> <p>d) In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of</p>

CLAUSE / SUB- CLAUSE	VARIATION / ADDITION	
	<p>f) Public Liability insurance cover in the name of the contractor. The minimum limit of indemnity for any one event is R5- million and the number of claims will be unlimited.</p> <p>g) The insurance period must be specified in the Insurance Policy.</p> <p>h) The rights and interests of the City of Tshwane must be noted in the Insurance Policy in the form of an endorsement.</p>	<p>Subcontractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Subcontractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles.</p> <p>e) Without limiting the Contractor's obligation in terms of the Contract, the Contractor will effect and maintain for the duration of the contract period until the issuing of the Defects Certificate or the end of the Maintenance Period insurance against all accidents or misfortunes including accidental loss of or damage to tangible property (except the Works, Plant and Materials and Equipment) and liability for accidental death of or bodily injury to or illness or disease contracted by any person (not an employee of the Contractor) occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule at any insurance company or under the policy effected by the Employer within 30 (thirty) days before the inception of the contract. The minimum limit of indemnity for any one event is R5-million and the number of claims will be unlimited.</p> <p>f) Proof must also be submitted that the Contractor complies with the conditions of the following legislation:</p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION		
	<table border="1" data-bbox="466 331 1450 810"> <tr> <td data-bbox="466 331 979 810"></td> <td data-bbox="979 331 1450 810"> <ol style="list-style-type: none"> <li>1. Compensation for Occupational Injuries and diseases, 1993.</li> <li>2. Unemployment Insurance Act, 1996.</li> <li>3. The Contractor shall in respect of the Site of the contract works appoint in writing a competent person to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended.</li> </ol> </td> </tr> </table> <p>8.6.1.2 <i>The Employer’s insurer will indemnify the Contractor against all sums for which the Contractor shall become legally liable towards third party claimants to pay for and in consequence of:</i></p> <ol style="list-style-type: none"> <li>a) <i>Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Sub-contractor);</i></li> <li>b) <i>Accidental physical loss or damage to tangible property occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule. The minimum limit of indemnity for any one event is R10-million in respect of contracts with a contract value of up to R50-million (excluding VAT).</i></li> </ol> <p>8.6.2 <i>Insurance Premium payable</i>  <i>The Employer will pay the insurance premium for the works damage and public liability insurance cover. The insurance premium will be calculated based on the approved Capital Budget per financial year and the insurance premium will be charged out to the relevant departments by the Section: Insurance and Risk Management.</i></p> <p>8.6.3 <i>Additional insurance by the Employer</i>  <i>The Employer shall be free to effect at his own cost any additional insurance, which he deems necessary in own interest to cover loss or damage not insured in terms of the insurance policies of Sub-Clause 1 of this Clause.</i></p> <p>8.6.4 <i>Additional insurance by Contractor/Sub-contractor</i>  <i>The Contractor and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the Contractor/Sub-contractor deem necessary to cover damage, loss or injury not insured in terms of the insurance effected by the Employer’s insurer. The cost of the additional insurance will be for the account of the Contractor/Sub-contractor.</i></p> <p>8.6.5 <i>Contractor satisfied with insurance</i></p>		<ol style="list-style-type: none"> <li>1. Compensation for Occupational Injuries and diseases, 1993.</li> <li>2. Unemployment Insurance Act, 1996.</li> <li>3. The Contractor shall in respect of the Site of the contract works appoint in writing a competent person to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended.</li> </ol>
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CLAUSE / SUB- CLAUSE	VARIATION / ADDITION
	<p><i>The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover effected by the Employer.</i></p> <p>8.6.6 <i>Contractor to observe conditions</i>  <i>The Contractor shall give all notices and observe all conditions and requirements imposed by the relevant insurance policies, which shall be binding on the Contractor.</i></p> <p>8.6.7 <i>Contractor to Insure</i>  <i>The Contractor must obtain for the duration of the contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurance policies at an insurance company within 21 (twenty-one) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Project Manager, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</i></p> <p>a) <i>All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i></p> <p>b) <i>Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R10-million per claim with the number of claims unlimited.</i></p> <p>c) <i>SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i></p> <p>d) <i>In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Subcontractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles.</i></p> <p>e) <i>Proof must also be submitted that the Contractor complies with the conditions of the following legislation:</i></p> <p>i. <i>Compensation for Occupational Injuries and diseases, 1993.</i></p> <p>ii. <i>Unemployment Insurance Act, 1996.</i></p> <p>iii. <i>The Contractor shall in respect of the Site of the contract works appoint in writing a Section 16 appointee to meet the requirements of the Health and Safety Act, No. 85 of 1993 as amended.</i></p>

CLAUSE / SUB- CLAUSE	VARIATION / ADDITION
	<p>f) <i>The Project Manager involved must furnish the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management.</i></p> <p>g) <i>In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Project Manager of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.</i></p> <p>h) <i>The Project Manager will be responsible too complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident, but the Project Manager must take note the Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting.</i></p> <p>i) <i>The following documentation must be included with the claim documentation:</i>  a. <i>Photos of damages caused or suffered as proof or substantiation of the claims.</i></p> <p>j) <i>In the event of Insured Property being damaged during the Contract Works beyond economical repair, the property must be safeguarded and be handed over to the Employer's insurer for salvage.</i></p> <p>k) <i>The Section: Insurance and Risk Management will inform the Employer's insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer, the Project Manager, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</i></p> <p>8.6.8 <i>Reporting of catastrophic incidents</i></p> <p><i>In the event of an occurrence, which is likely to give rise to a claim, under the insurance policy effected by the Employer, with an estimated loss or damage of more than R250 000,00, the Contractor and the Project Manager will adhere to the following procedures:</i></p> <p>a) <i>In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Project Manager of every</i></p>



CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.</i></p> <p>b) <i>The Project Manager must notify the Section: Insurance and Risk Management on the same day that the Contractor has notified the Project Manager of the incident.</i></p> <p>c) <i>The Section: Insurance and Risk Management will notify the Employer’s insurer of the incident. The Contractor shall afford all reasonable access to the Site to the Employer, the Project Manager, the Employer’s insurers and/or representatives for the purpose of assessment of any loss or damage</i></p> <p>d) <i>The Project Manager will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Group Head motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.</i></p> <p>8.6.9 <i>Reporting of crime related incidents</i></p> <p><i>All crime related incidents, losses or shortages irrespective of the value, must be reported within 24 (twenty-four) hours by the person who was involved or who has discovered the incident to the nearest South African Police Services (SAPS) station. The name of the Police Station, Investigation Officer and the Case number must be obtained and stated on the Contractor Claim Form. Should the incident not be reported to the SAPS, the claim will be repudiated.</i></p> <p>8.6.10 <i>Claim documentation</i></p> <p><i>The Project Manager must obtain all relevant information from the Contractor and complete the Contractor Claim Form, included in this report as Annexure B that is available on the Intranet. The project number must be stated on the Contractor Claim Form. The Project Manager must submit with the Contractor Claim Form a detailed cost sheet indicating the estimate of the loss or damage.</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>Any misrepresentation, mis-description or non-disclosure of material facts, at the option of the insurers, can result in claims submitted being declared null and void.</i></p> <p><b>8.6.11 Authorization of claim forms</b></p> <p><i>It is imperative that a formally delegated official or his nominee of the Employer should authorize the Contractor Claim forms as proof of the appropriate authorization, verification and approval of claims submitted. The Group Head must provide an authorization letter to the Section: Insurance and Risk 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><b>8.6.12 Contractor to pay deductibles</b></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><b>8.6.13 Settlement of claims</b></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. The Contractor shall negotiate for the settlement of claims with the Employer or the Employer’s insurer through the Section: Insurance and Risk Management. The Employer’s Chief Financial Officer will authorize all settlements of claims. Should action for the settlement of any such claim to the satisfaction of the Project Manager not be taken by the Contractor within 30 (thirty) days after receipt of such claim by the Contractor, the Employer or the Employer’s insurer may settle any such claim, after giving the Contractor notice of its intention to do so; provided that no such claim shall be settled by the Employer or the Employer’s insurer without first consulting the Contractor.</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>The foregoing provisions of this Sub-Clause shall apply mutatis mutandis to any such claim received by the Contractor directly</i></p> <p><i>Add the following Clause:</i></p> <p><i>Pricing of Standing Time</i></p> <p><i>The Contractor shall price the standing time items included in the Pricing Data and set out all labour and equipment he proposes to use in the execution of the Contract and their respective daily rates in a Schedule attached to the Bill of Quantity of this tender.</i></p> <p><i>These rates shall only be subject to escalation if the Contract is subject to escalation, failing which they will be fixed for the duration of the Contract including any extension of time that may be granted in accordance with the provisions of the Contract.</i></p> <p><i>Contractor’s Plant:</i></p> <p><i>The standing time rates shall be the total cost to the Employer in respect of any standing time incurred by the Contractor and shall include for all Contractor’s profits, overheads, transport to site, establishment on site, removal from site, supervision, hire rates, fuel, oil, maintenance and servicing, associated items such as slings, jackets, etc. test certificates, operator costs (including overtime and Sunday time), accommodation, travelling, subsistence and other costs relative to the employment by the Contractor of the personnel.</i></p> <p><i>Contractor’s Labour:</i></p> <p><i>The standing time rates shall be the total cost to the Employer in respect of standing time of labour and shall include for all Contractor’s profits, overheads, establishments, supervision, wages, accommodation, travelling, subsistence and other costs relative to the employment by the Contractor of the categories of labour detailed, and for hand and small tools such as cutting and welding torches, angles grinders, drilling machines, etc. and consumables normal to the trade or labour category.</i></p>
11.2	<p><i>Where the Contractor has not inserted rates for specific labour or plant, that could have reasonably have been foreseen at tender stage, the Employer’s Agent – in agreement with the employer shall have the sole discretion, in the event of such foreseeable labour and plant becoming necessary, to set a rate that is in his opinion the most appropriate for such labour or tradesmen.</i></p>

<b>CLAUSE / SUB- CLAUSE</b>	<b>VARIATION / ADDITION</b>
	<p><i>No additional Preliminary and General costs shall be paid for standing time as these costs shall be deemed to be covered for in the rates and prices for Preliminary and General items. If the contract duration is extended, then the Preliminary and General charges shall be adjusted accordingly as stated in the General Condition of Contract only if the motivation is recommended by the engineer and approved by the client.</i></p>
11.3	<p><i>The payment of any standing time by the Employer shall be subject to the Contractor demonstrating that it has a valid claim in terms of Clause 10.1 of the GCC.</i></p>

**C1.2.3 DATA PROVIDED BY THE EMPLOYER**

CLAUSE/OPTION		DATA													
1.1.1.13	The Defects Liability period is:	<b>12 (twelve) months</b> from the date of the Certificate of Completion.													
1.1.1.14	The time for achieving Practical Completion is:	Due Completion Date is <b>18 Months</b> from Commencement Date													
1.1.1.15	The name of the Employer is:	<b>City of Tshwane Metropolitan Municipality.</b>													
1.1.1.26	The Pricing Strategy is:	<b>Re-measurement Contract</b>													
1.2.1.2	The address of the Employer is:	Physical Address:	<b>Tshwane House, Madiba (Vermeulen) Street, Pretoria</b>												
		Postal Address:	<b>P.O. Box 1409 PRETORIA 0001</b>												
1.1.1.16	The name of the Employer's Agent is:	<b>Hokwani Consulting CC Mr Manqoba G. Tshuma</b>													
1.2.1.2	The address of the Employer's Agent is:	Physical Address:	<b>Hokwani Consulting CC 13 Esdoring street, Centurion, 0157</b>												
		Contact number:	<b>072 383 3545</b>												
		E-Mail Address:	<b><u><a href="mailto:hokwaniconsulting@gmail.com">hokwaniconsulting@gmail.com</a></u></b>												
3.1.3		<ul style="list-style-type: none"> <li>• The Employer's Agent is required to obtain approval of the Employer: <ul style="list-style-type: none"> <li>▪ for expenditure on the Contract to exceed the Contract Price;</li> <li>▪ prior to the execution of any of the following duties of functions:</li> </ul> </li> </ul> <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th>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> </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
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CLAUSE/OPTION		DATA
		5.7.2 Permission to carry out work by day and by night
		5.8.1.1 Approval to work on special non-working days and between sunset and sunrise
		5.9.7 Approval of Contractor's designs
		5.11 Suspension of progress of the Works
		5.13.2 Reduction of penalty for delay
		5.14.2 The issue of a Certificate of Practical Completion
		5.14.4 The issue of a Certificate of Completion
		5.16.1 The issue of a Final Approval Certificate
		6.3.1 Variation Orders in respect of variations which are not small
		6.6 Instruction to expend on Provisional and Prime Cost Sums
		6.11 Adjustment of Preliminary and General allowances
		7.8.1 Order to execute work of repair, etc. during the Defects Liability Period
		7.8.2 Determination of value of repair work
		8.2.2.2 Order to repair and make good damage arising from any excepted risk
5.3.1	The documentation required before commencement with Works execution are:	<ul style="list-style-type: none"> <li>• Health and Safety Plan (Refer to Clause 4.3)</li> <li>• Initial programme (Refer to Clause 5.6)</li> <li>• Security (Refer to Clause 6.2)</li> <li>• 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)</li> <li>• A certified copy of Unemployment Insurance Certificate, Act of 1996 (Refer to Clause 4.3.2)</li> </ul>
5.3.2	The time to submit the documentation required from the Commencement Date is:	<b>14 days</b>
5.8.1	The non-working days are:	Sundays
	The special non-working days are:	<ul style="list-style-type: none"> <li>• Annual builders holiday</li> <li>• Statutory public holidays</li> </ul>
5.13.1	The penalty for failing to complete the works is:	0.05% of the contract amount with a minimum of R 2000 per calendar working day.
5.14.1	Requirements for achieving Practical Completion	<ul style="list-style-type: none"> <li>• <i>The water and sewer reticulation must be tested and fully operational.</i></li> </ul>

CLAUSE/OPTION		DATA																		
		<ul style="list-style-type: none"> <li>The house connections for both water and sewer must be tested and fully operational.</li> <li>The bulk water and sewer pipeline must be completed and tested.</li> </ul>																		
5.16.3	The latent defect period is:	<b>10 (ten) Years</b>																		
6.1.3	Labour returns:	Labour returns will be submitted <b>monthly</b> .																		
6.2.1	Type of security for due performance:	<ul style="list-style-type: none"> <li>Fixed Performance Guarantee from approved financial institution or Cash Deposit.</li> <li>The forms for the Guarantees is to contain the wording of the pro forma document included as <b>C1.3</b> or <b>C1.4</b> contained herein.</li> </ul>																		
	Liability of performance guarantee/cash deposit	The liability of the guarantee shall be for <b>10 (ten) %</b> of the Contract Sum, excluding contingencies and VAT.																		
6.2.2	Retention money guarantee	<b>Not permitted</b>																		
6.8.2	Adjustment in rates and/or prices	<ul style="list-style-type: none"> <li>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</li> </ul> <table border="1" data-bbox="748 1072 1461 1460"> <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><b>0.10</b></td> </tr> <tr> <td><i>a</i></td> <td>Labour</td> <td><b>0.20</b></td> </tr> <tr> <td><i>b</i></td> <td>Civil Engineering Plant</td> <td><b>0.25</b></td> </tr> <tr> <td><i>c</i></td> <td>Civil Engineering Materials</td> <td><b>0.40</b></td> </tr> <tr> <td><i>d</i></td> <td>Fuel</td> <td><b>0.15</b></td> </tr> </tbody> </table> <p>(Coefficients a, b, c and d must sum to one)</p> <ul style="list-style-type: none"> <li>The area nearest the Site is <b>Gauteng</b>.</li> <li>The base month is <b>the month and year prior to the closing of the tender</b>.</li> </ul>	Coefficient	Description	Value	<i>x</i>	Portion not subject to adjustment	<b>0.10</b>	<i>a</i>	Labour	<b>0.20</b>	<i>b</i>	Civil Engineering Plant	<b>0.25</b>	<i>c</i>	Civil Engineering Materials	<b>0.40</b>	<i>d</i>	Fuel	<b>0.15</b>
		Coefficient	Description	Value																
<i>x</i>	Portion not subject to adjustment	<b>0.10</b>																		
<i>a</i>	Labour	<b>0.20</b>																		
<i>b</i>	Civil Engineering Plant	<b>0.25</b>																		
<i>c</i>	Civil Engineering Materials	<b>0.40</b>																		
<i>d</i>	Fuel	<b>0.15</b>																		
6.8.3	Price adjustment for variations in the cost of special materials	<b>Allowed</b>																		
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is:	<b>0% (Zero percent)</b>																		
6.10.3	Percentage retention is:	<b>10% (ten percent) of Contract Sum, excluding contingencies and VAT</b>																		
	The limit of retention money is:	<b>5% (five percent) of Contract Sum, excluding contingencies and VAT.</b>																		

CLAUSE/OPTION		DATA
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><b>Contractors All Risk and Liability Insurance</b>                      Ms. Morongwa Mokoena (Tel: 012 358 1126)                      (<a href="mailto:morongwam@tshwane.gov.za">morongwam@tshwane.gov.za</a>)                      Mrs Ronett Marlow-Reid (Tel: 012 358 1131)                      (<a href="mailto:ronettm@tshwane.gov.za">ronettm@tshwane.gov.za</a>)                      Mr Lawrence Matjila (Tel: 012 358 1374)                      (<a href="mailto:lawrencem@tshwane.gov.za">lawrencem@tshwane.gov.za</a>)</p>
	The value of plant and materials supplied by the Employer to be included in the insurance sum is:	<b>R 0 (zero)</b>
	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	<b>Ad-hoc</b> Adjudication Board
10.5.3	Number of Adjudication Board members to be appointed:	<b>One</b>
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 <b>15%</b> 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:		
		<b>Type of material</b>	<b>Unit</b>	<b>Base Rate or Price</b>

The forms contained below will be completed by the successful bidder before commencement of work:

- C1.3. Performance Guarantee
- C1.4. Cash deposit guarantee
- C1.5 Health & Safety Agreement
- C1.6. Application for a permit from Department of Labour & Employment to do construction work

### C1.3 PERFORMANCE GUARANTEE

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

#### GUARANTOR DETAILS AND DEFINITIONS

*Guarantor* means: **State Guarantor legal name**

Physical address: **State physical address**

*Employer* means: The City of Tshwane Metropolitan Municipality

*Contractor* means:

*Employers Agent* means: Hokwani Consulting CC

*Works* mean: **TENDER FOR APPOINTMENT OF CONTRACTOR FOR CONSTRUCTION OF BULK SEWER PIPE JACKING, REMEDIAL WORKS ON WATER AND SEWER RETICULATION AND CONNECTION OF STANDS AT RAMA CITY X10 FOR 18 MONTHS**

Site means: RAMA CITY X10

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

Contract Sum means The accepted amount inclusive of tax:

Amount in words:

Guaranteed Sum means: The maximum aggregate amount of

Amount in words:

Type of Performance Guarantee: **Fixed**

Expiry Date means: **18 Months from commencement date**

#### CONTRACT DETAILS

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

**1. VARIABLE PERFORMANCE GUARANTEE**

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

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

**R**

(Amount in words: \_\_\_\_\_ )

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

**R**

(Amount in words: \_\_\_\_\_ )

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

**2. FIXED PERFORMANCE GUARANTEE**

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

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

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

**3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES**

3.1 The *Guarantor* hereby acknowledges that:

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

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

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

## **ANNEXURE**

List of institutions from which contract /deposit guarantees can be accepted

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

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## C1.4 CASH DEPOSIT GUARANTEE

Contract: \_\_\_\_\_

Description of Contract: \_\_\_\_\_

Employer: **CITY OF TSHWANE METROPOLITAN MUNICIPALITY**

Contractor: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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.

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<sup>1</sup> Delete which is not applicable

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**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

**TENDER FOR APPOINTMENT OF CONTRACTOR FOR CONSTRUCTION OF BULK SEWER PIPE JACKING, REMEDIAL WORKS ON WATER AND SEWER RETICULATION AND CONNECTION OF STANDS AT RAMA CITY X10 FOR 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. \_\_\_\_\_

---

**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**

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**2. Details of the agent**

(a) Title, Surname and initials:

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(b) Identity number / Passport number:

---

(c) Registration number with SACPCMP:

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

---

(e) Postal address:

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

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

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

(a) Construction Manager:

---

Construction Health and Safety

(b) Officer

---

Construction Health and Safety

(c) Officer

---

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**6. Exact physical address of the construction and site office**

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**7. Nature of construction work**

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**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**

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**18. Signature of Client / Client's Agent**

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**19. Signature of the Principal Contractor**

FOR OFFICE USE ONLY					
Authorization / Unique No.	LABOUR CENTRE	OFFICE APPROVAL STAMP			
<p><b>13. Date of application:</b> _____</p>					
<p><b>14. Submitted documents prescribed in Construction Regulation 5(4).</b> (Please tick <input type="checkbox"/>)</p>					
CR 5(1)(a)		CR 5(1)(b)		CR 5(1); (C-S)	
<p><b>15. Result of the application.</b> (Please tick <input type="checkbox"/>)</p>				<b>Approved</b>	
<p><b>16. Reason for declining the application</b></p>				<b>Declined</b>	
<hr/> <hr/> <hr/>					

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-

<b>17 Signature of the Supervisor:</b> _____
<b>18 Signature of revoking officer / inspector:</b> _____

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-

## 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 arisen<sup>2</sup> between the Parties under a Contract dated \_\_\_\_\_

and \_\_\_\_\_ known \_\_\_\_\_ as

\_\_\_\_\_

and these disputes or differences shall be/have been<sup>3</sup> 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.

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<sup>2</sup> Delete as necessary

<sup>3</sup> Delete as necessary

- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by:

SIGNED by:

SIGNED by:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

the Adjudicator in the presence of

Witness

Witness:

Witness:

Name: \_\_\_\_\_

Name \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Contract Data**

1	The Adjudicator shall be paid at the hourly rate of R _____ in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R _____. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an



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	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 <sup>4</sup> 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.

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<sup>4</sup> Delete as necessary

# PART C2: PRICING DATA

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## C2.1 PRICING INSTRUCTIONS

### 1. General

1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule **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.

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 <sup>2</sup>	=	square metre	no	=	number
m <sup>2</sup> .pass	=	square metre pass	sum	=	sum
ha	=	hectare	MN	=	mega newton
m <sup>3</sup>	=	cubic meter	MN.m	=	mega newton metre
m <sup>3</sup> .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 All rates and sums of money quoted in the Price Schedule shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 3.7 All prices and rates entered in the Price Schedule must be **excluding VAT**. VAT will be added last on the summary page of the Price Schedule.
- 3.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 3.9. The rates will be fixed for 12 months and contract price adjustment will be applicable on month 13 onwards.**

**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	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SECTION</b>	<b>1 : GENERAL</b>				
	<b>FIXED-CHARGE ITEMS</b>				
B001.01.01	Fixed Charge	L. Sum	1,00		
	<b>TIME-RELATED ITEMS</b>				
B001.01.02	Time Related Charges	L. Sum	1,00		
	<b>SERVICES LOCATION</b>				
001.02	Locating existing services	L. Sum	1,00		
	<b>EXPOSING OF SERVICES</b>				
001.03	Excavate by hand to expose existing services, and backfill	m <sup>3</sup>	20,00		
	<b>EXISTING SERVICES</b>				
<b>B001.03.02</b>	<b>Protection of services that intersect or adjoin a pipe trench</b>				
<b>B001.03.02</b>	<b>Services that intersect and adjoin a trench</b>				
B001.03.02.01	Telkom and Neotel fibre-optic cable	No.	5,00		
B001.03.02.02	Overhead electric cable (medium voltage up to 11 kV)	No.	10,00		
B001.03.02.03	Overhead electric cable (high voltage up to 275 kV)	No.	10,00		
B001.03.02.04	Underground electrical cables (medium voltage up to 11 kV)	No.	20,00		
B001.03.02.05	Water mains of pipe diameters up to DN 500 mm	No.	15,00		
B001.03.02.06	Sewer gravity mains of pipe diameters up to DN 300 mm	No.	10,00		
B001.03.02.07	Fences	No.	25,00		
B001.03.02.08	Stormwater pipes up to DN 600	No.	10,00		
B001.03.02.09	5m wide gravel track	No.	5,00		
B001.03.02.10	Stormwater channel crossings	No.	10,00		
B001.03.02.11	Surface Road	No.	25,00		
<b>B001.03.02</b>	<b>Services that adjoin a trench</b>				
B001.03.03.01	Fences	m	30,00		
B001.03.03.02	5m wide gravel track	m	10,00		
B001.03.03.03	Sewer gravity mains of pipe diameters up to DN 300mm	m	50,00		
B001.03.03.04	Water mains of pipe diameters up to DN 500 mm	m	10,00		
B001.03.03.05	Medium voltage electric cable (up to 11 kV)	m	25,00		
B001.03.03.06	Telkom and Neotel fibre-optic cable	m	10,00		
B001.03.03.07	Overhead Telkom Line	m	15,00		
<b>B001.03.03</b>	<b>Alteration to existing Services</b>				
<b>B001.03.03</b>	<b>Alterations to and re-locating of existing services as well as point repairs</b>	<b>Prov. Sum</b>	<b>1,00</b>	<b>R 50 000,00</b>	<b>R 50 000,00</b>
<b>B001.03.03.02</b>	Contractor's handling costs, profit and other charges in respect of sub item B001.03.03		%		

TOTAL CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL CARRIED OVER FROM PREVIOUS PAGE					
<b>B001.04</b>	<b>OCCUPATIONAL HEALTH &amp; SAFETY</b>				
	<b>Preparation and submission of safety and health plan.</b>				
B001.04.01	The preparation and submission of the Safety and Health Plan as per the Specification.	L. Sum	1,00		
	<b>Construction Health and Safety Officer or Manager (CHSO) / (CHSM)</b>				
B001.04.04	Full time competent Construction Health and Safety Officer for the entire duration of the contract for Contractor	Month	12,00		
	<b>Employee Medicals</b>				
B001.04.04.01	Conduct health fitness by a medical officer at least on yearly basis to ensure their operator/workers are in good health before and during their engagement in the period of contract.	L. Sum	1,00		
	<b>1.7 Personal Protective Equipment</b>				
001.04.04.02	Provide, maintain and replace any damage personal protective equipment as per specification to all employees. Provide, maintain and replace any damaged items of the following personal protective equipment during the construction period.	L. Sum	1,00		
<b>001.04.05</b>	<b>1.8 Safety and Health Training</b>				
B001.04.05.01	First Aider Training	L. Sum	1,00		
B001.04.05.02	Scaffold Inspection Training	L. Sum	1,00		
B001.04.05.03	Scaffold Erector Training	L. Sum	1,00		
B001.04.05.04	Excavation Supervisor	L. Sum	1,00		
B001.04.05.05	Traffic Safety Officer Training	L. Sum	1,00		
B001.04.05.06	Health and Safety Representative Training	L. Sum	1,00		
B001.04.05.07	Work in Confined Spaces Training	L. Sum	1,00		
B001.04.05.08	Confined Space Inspector's Training	L. Sum	1,00		
B001.04.05.09	Fire Fighters and Marshalls	L. Sum	1,00		
	<b>1.12 Health and Safety Signage</b>				
001.04.06.01	Safety signage on site to ensure the workers and the public are aware about safety within the environment of the project.	L. Sum	1,00		
	<b>1.14 First Aid Facilities.</b>				
001.04.06.02	b) To provide and maintain first aid kit.	L. Sum	1,00		
	<b>1.15 Portable Fire Extinguisher.</b>				
001.04.06.03	Provide enough fire extinguishers on site. The cost also includes the maintenance and training of the use of equipment.	L. Sum	1,00		
<b>B001.05</b>	<b>COMMUNITY LIAISON OFFICER</b>				
B001.05	Community liaison officer monthly wage Task 5	P Sum	1,00	R 356 859,00	R 356 859,00
B001.05.01	Contractor's handling costs, profit and other charges in respect of sub item B001.05		%		
<b>TOTAL CARRIED FORWARD</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL CARRIED OVER FROM PREVIOUS PAGE					R -



	<b>SECURITY SERVICES</b>				
<b>B001.07</b>	Appointment of Local Security company	Months	18,00		
<b>B001.08</b>	<b>Notice Board</b>				
B001.08.01	Contract Notice Boards	No.	2,00		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SECTION</b>	<b>GENERAL</b>				
Section 002	<b>Engineer's Accommodation</b>				
002.01	<b>General requirements and Offices</b>				
<b>B002.01</b>	<b>Office &amp; laboratory Services</b>				
B002.01.01	Services for offices and laboratories	L. Sum	1,00		
B002.01.02	Services for ablution facilities on Site for the Employers Agent's.	L. Sum	1,00		
<b>B02.04</b>	<b>Survey Equipment</b>				
<b>B02.04.01</b>	Provision of survey equipment and assistants	L. Sum	1,00		

<b>TOTAL CARRIED FORWARD TO SUMMARY</b>	<b>R</b>	<b>-</b>
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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SECTION</b>	<b>ANCILLARY WORK</b>				
<b>Section 101</b>	<b>Site Clearance and Grubbing</b>				
	<b>SITE CLEARANCE</b>				
101.01.02	Clear 3m wide vegetation and trees of girth up to 1m	m	3 522,00		
101.02.01	Remove trees over 1 m and up to 2 m girth	No.	53,00		
101.01	Clearing and grubbing				
101.01.01	(a). Areas	m <sup>2</sup>	100		
101.02	Cutting and removing large trees with a girth-				
101.02.01	(a). Exceeding 1m and up to and including 2m	No.	1,00		
101.02.02	(b). Exceeding 2m and up to and including 3m	No.	2,00		
101.02.03	Grubbing and the removal of the stumps and roots of large trees with a girth.	No.	2,00		
102,16	Reclearing areas (only on the written instructions of the Engineer)				
102.16.01	(a). Asphalt Surfacing	m <sup>2</sup>	100		
102.16.02	(b). Saw-cutting of asphalt base paving to 300mm depth	m	250		
<b>TOTAL CARRIED FORWARD</b>					<b>R -</b>

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SECTION</b>	<b>ACCOMODATION OF TRAFFIC</b>				
	<b>Traffic Accommodation</b>				
	The cost to ensure safety and proper traffic management at workplace by providing all the following items within the contract period.				
B102.14.02	a) Traffic Accommodation Signage	L. Sum	1,00		
B102.14.01	b) Provision of flagman to control and regulate the movement of site traffic / vehicle within, going out and coming into the site.	L. Sum	1,00		

<b>TOTAL CARRIED FORWARD TO SUMMARY</b>	<b>R</b> -
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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SECTION</b>	<b>ANCILLARY WORK</b>				
<b>Section 104</b>	<b>Landscapping and Grassing</b>				
	<b>Preparing areas for grassing and ground covers</b>				
104.03.01	Scarifying	ha	0,30		
	Topsoiling on the Site with -				
104.03.02.01	Topsoil obtained from the Site or borrow areas provided by the Employer	m <sup>3</sup>	450,00		
104.03.02.02	Topsoil provided by the Contractor from other sources (including all haul)	m <sup>3</sup>	450,00		
104.03.02.03	Topsoiling of borrow pits with top soil obtained from the Site	m <sup>3</sup>	900,00		
104.04	<b>Grassing</b>				
104.04.01	Planting of grass cuttings hectare (ha)	ha	0,30		

<b>TOTAL CARRIED FORWARD TO SUMMARY</b>	<b>R</b> -
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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SECTION</b>	<b>ANCILLARY WORK</b>				
<b>SECTION 105</b>	<b>FENCING</b>				
105.03.01	<b>Moving of existing fences and gate</b>				
105.03.01.01	Ordinary Fences	m	300,00		
105.03.01.02	Security Fences	m	50,00		
105.03.02.03	Gates	No.	20,00		
105.03.02	<b>Reinstate existing fences and gate</b>				
105.03.02.01	Ordinary Fences	m	300,00		
105.03.02.02	Security Fences	m	50,00		
105.03.02.03	Gates	No.	20,00		

<b>TOTAL CARRIED FORWARD TO SUMMARY</b>									

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SECTION</b>	<b>ANCILLARY WORK</b>				
<b>Section B107</b>	<b>DAYWORKS</b>				
<b>B107.01</b>	<b>LABOUR</b>				
B107.01.01	a) Contractor's Representative	/hour	8,00		
B107.01.02	b) Surveyor	/hour	8,00		
B107.01.03	c) Qualified artisan	/hour	8,00		
B107.01.04	d) Qualified Mechanic	/hour	8,00		
B107.01.05	e) Foreman, leader-hand (_9_ h work day)	W/day	1,00		
B107.01.06	f) Semi-skilled labourer (_9_ hour work day)	W/day	1,00		
B107.01.07	g) Labourer (_9_ hour work day)	W/day	1,00		
<b>B107.02</b>	<b>PLANT HIRE : WORK RATES ON SITE</b>				
	Tipper truck				
B107.02.01	a) 5,5 m <sup>3</sup>	/hour	8,00		
	Flatbed truck				
B107.02.02	a) 7 t	/hour	8,00		
B107.02.03	LDV	/km	1,00		
B107.02.04	Tractor loader backhoe (TLB) ____ m <sup>3</sup> bucket (specify type) _____	/hour	8,00		
B107.02.05	Excavator ____ m <sup>3</sup> bucket (specify type) ____30ton____	/hour	8,00		
B107.02.06	Honey sucker 8000 -10 000 liters	/hour	8,00		
	Pedestrian roller				
B107.02.07	a) BW 65	/hour	8,00		
	Concrete mixer (specify)				
B107.02.08	a) (small, towable)	/hour	8,00		
	Wheelbarrow Haul				
B107.02.09	a) 0 - 100m	0.06m <sup>3</sup>	1,00		
B107.02.10	b) 101 - 200m	0.06m <sup>3</sup>	1,00		
B107.02.11	14 ton bucket Crane truck	/hour	8,00		
<b>B107.03</b>	<b>MISCELLANEOUS</b>				
B107.03.01	Compressor with capacity of 125 cfm	/hour	8,00		
B107.03.02	Water pump with 40 mm outlet (diesel driven)	/hour	8,00		
B107.03.03	Welding unit (300 Amp)	/hour	8,00		
B107.03.04	1,5 kVA diesel-driven generator set	/hour	8,00		
<b>B107.04</b>	<b>SPECIAL WATER CONTROL</b>				
B107.04.01	Allow for Special Water Control on all works both due to rains and other related causes.	L. Sum	1,00		
<b>B107.05</b>	<b>SUMS STATED PROVISIONALLY BY THE ENGINEER</b>				
B107.05.01	Materials for Dayworks	<b>P.Sum</b>	<b>1,00</b>	<b>R 150 000,00</b>	<b>R 150 000,00</b>
B107.05.02	Overheads, charges and profit on Item 1.3.1	%	1,00		

TOTAL CARRIED FORWARD TO SUMMARY	
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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SECTION</b>	<b>EARTHWORKS</b>				
<b>SECTION 202</b>	<b>TRENCHING</b>				
	<b>SEWER TRENCHING</b>				
202.01.01	<b>Trench excavations</b> Rate for all inclusive costs for the trench excavations including all necessary associated requirements for sewer pipe excavations (Diameter ranging from 110mm to 200mm diameter pipe), up to 1,0 m wide ;				
202.02.02.01	For excavations below 2.5m deep	m <sup>3</sup>	150,00		
202.02.02.02	Over 2,5 m and up to 4,0 m deep	m <sup>3</sup>	150,00		
202.02.02.03	Over 4,0 m and up to 5 m deep	m <sup>3</sup>	75,00		
202.02.02.04	Over 5,0 m and up to 10,0 m deep	m <sup>3</sup>	40,00		
	Extra over items 3..4.1.4 to 3.4.1.4 for excavating in;				
202.02.01	Intermediate material	m <sup>3</sup>	92,75		
202.02.02	Hard material	m <sup>3</sup>	53,00		
202,06	The backfilling of trenches (excluding backfill around the pipe barrel) with material obtained from excavations	m <sup>3</sup>	40,00		
<b>202,1</b>	<b>Spoil Material</b>				
	Removal of spoil material				
202.10.01	To a designated dumping area to be located by the Contractor	m <sup>3</sup>	37,15		
202.10.02	To a position within the site as per the Engineer's instruction	m <sup>3</sup>	18,60		
804.12	Extra over shoring for deep excavation	m <sup>2</sup>	200,00		
202.01	<b>EXCAVATION - "MECHANICAL"</b>				
	Excavate in all materials for trenches for pipes with a diameter between 63 mm and 400 mm, backfill compact and dispose of surplus/unsuitable material  Note : See length categories.  Up to 1,5m in depth for the following:				
202.01.01	a.) Total pipe line length (as per instruction) less than 200m	m <sup>3</sup>	423,13		
202.01.01.02	b.) Total pipe line length (as per instruction) ≥ 200m but < 500m	m <sup>3</sup>	10,00		
	Extra-over item 3.2.1.1 incl. for excavation (provisional) in :				
202.02.01	a) Intermediate material	m <sup>3</sup>	83,47		
202.02.02	b) Hard rock material	m <sup>3</sup>	35,00		
	Extra over Item 3.2.1.1				
202,06	a) Backfill and compact by means of labour intensive construction methods in layers of 200mm compacted to 90% mod AASHTO	m <sup>3</sup>	41,73		
202.10.02	b) Disposal of surplus material by means of labour intensive construction methods within 20m from the source of spoil utilising wheel barrows	m <sup>3</sup>	35,00		
202.10.03	Excavate unsuitable material from trench bottom and dispose thereof within the free haul distance (Provisional)	m <sup>3</sup>	24,00		

TOTAL CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL CARRIED OVER FROM PREVIOUS PAGE					
<b>EXCAVATION ANCILLARIES - "MECHANICAL"</b>					
202.07.01	Imported backfill materials from designated borrow pits (Only if approved by Engineer)	m <sup>3</sup>	92,00		
	Compaction in road reserves	m <sup>3</sup>	47,25		
	Overhaul :				
202.07.01.01	a) Short haul	m <sup>3</sup> /km	778,00		
202.07.01.02	b) Truck haul	m <sup>3</sup> /km	3 568,00		
<b>FINISHING - "MECHANICAL"</b>					
202.15	Reinstate road surfaces complete with:				
202.15.01	a) Gravel	m <sup>2</sup>	235,00		
202.15.02	b) 30mm premix	m <sup>2</sup>	285,00		
	Excavate in all materials for trenches for pipes with a diameter between 20 mm and 200 mm, backfill compact and dispose of surplus/unsuitable materials:				
	Up to 1,5m in depth				
202.01.01	Extra-over item 3.3.1.1 incl. for excavation (provisional) in :				
	a) Soft excavation Class 2	m <sup>3</sup>	45,00		
	b) Soft excavation Class 3	m <sup>3</sup>	90,00		
202.01	<b>EXCAVATION - "LABOUR BASED"</b>				
202.02.01	c) Intermediate material	m <sup>3</sup>	15,00		
	Excavate unsuitable material from trench bottom and dispose thereof	m <sup>3</sup>	18,00		
<b>EXCAVATION ANCILLARIES - "LABOUR BASED"</b>					
202.07.01	Imported backfill materials from designated borrow pits (Only if approved by Engineer)	m <sup>3</sup>	40,00		
05.05	Opening up and closing down of designated borrow pit	No.	1,00		
202.12	Compaction in road reserves	m <sup>3</sup>	20,00		
	Overhaul :				
<b>a) Wheel barrow haul.</b>					
	i) 0 - 100m	0.06m <sup>3</sup>	500,00		
	ii) 101 - 200m	0.06m <sup>3</sup>	250,00		
<b>FINISHING - "LABOUR BASED"</b>					
	Reinstate road surfaces complete with:				
202.15	a) Gravel	m <sup>2</sup>	70,00		
202.15	b) 30mm premix	m <sup>2</sup>	70,00		
<b>SHORING</b>					
202.11	Timbering and shoring left in excavation	m <sup>2</sup>	85,00		

<b>TOTAL CARRIED FORWARD</b>					
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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
<b>SECTION</b>	<b>SEWERS</b>					
<b>SECTION 302</b>	<b>CONSTRUCTION</b>					
	<b>PROVISION OF BEDDING "MECHANICAL"</b>					
	Provision of bedding material from trench excavations					
302.02.01	a) Selected granular material	m <sup>3</sup>	106,00			
30213.01	b) Selected fill material	m <sup>3</sup>	306,00			
	Provision of bedding material by importation from other necessary excavations (free haul within the development boundaries)					
302.02.02	a) Selected granular material	m <sup>3</sup>	130,00			
30213.02	b) Selected fill material	m <sup>3</sup>	258,00			
	Provision of bedding material by importation from borrow pits (free haul within the development boundaries)					
302.02.03	a) Selected granular material	m <sup>3</sup>	68,00			
30213.03	b) Selected fill material	m <sup>3</sup>	153,00			
202.08.01	Concrete bedding	m <sup>3</sup>	12,00			
302.03	Encasing of pipes in Class 19/20 concrete	m <sup>3</sup>	35,00			
103.01	Overhaul of material for bedding cradle and selected fill blanket	m <sup>3</sup> /km	12 000,00			
	<b>COLLECTOR SEWER PIPE WORK</b>					
302.01	Supply, lay, joint, bed, Commission and disinfect the following pipe work (diameter 525mm oPVC) including manhole complete with couplings to the relevant SABS standards similar to the existing ones.					
	<b>uPVC pipes</b>					
302.01.01	a) 160 Class 16	m	50,00			
302.01.02	b) 525mm diameter Class 400 at an average depth of 5.5m as per drawing	m	150,00			
302.01.03	c) 110 Class 16	m	50,00			
	<b>SEWER PIPELINE</b>					
<b>302.01</b>	Supply, lay, joint, bed, Commission and disinfect the following pipe work (varying diameter from 110mm to 200mm uPVC) including manhole complete with couplings to the relevant SABS standards similar to the existing ones.					
	<b>uPVC pipes</b>					
302.01.01	a) 110mm diameter Class 16	m	750,00			
302.01.02	b) 160mm diameter Class 16	m	250,00			
302.01.03	c) 200mm diameter Class 16	m	150,00			
<b>TOTAL CARRIED FORWARD</b>					<b>R</b>	<b>-</b>



ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>TOTAL CARRIED OVER FROM PREVIOUS PAGE</b>					
	<b>Sewer House Connection</b>				
<b>B302.23.01</b>	Construction of house connections complete as detailed in Construction of manholes up to 5.0m deep :(Drawing <b>COT/RC/S/R0201</b> ), for sewer with diameter less than 200mm using a 1250mm diameter concrete manhole rings.	No.	75,00		
<b>302.01</b>	Allow for all works required prior to the construction of a manhole for the sewer pipe diameters up to and not exceeding 300mm diameter size.	No.	75,00		
<b>302.13</b>	Extra over the above items for the construction of the house connections in the following combinations;				
302.13.01	<b>One-House Connection</b>	No.	60,00		
302.13.02	<b>Two-House Connection</b>	No.	15,00		
<b>302.14</b>	Provision of backfill and its placing thereof with material from;				
302.14.01	a). excavations within site	m <sup>3</sup>	360,00		
302.14.02	b). imported material	m <sup>3</sup>	240,00		
	<b>SEWER PIPWORK CLEANING</b>				
<b>B302.23.02</b>	Removal of sand, silt, roots, etc. (all causes) from sewer pipes using various rodding equipment for pipe diameter::				
B302.23.02.01	a). 160 mm uPVC	m	5,00		
B302.23.02.02	b). 525 mm uPVC	m	100,00		
B302.23.02.03	c). 600mm uPVC	m	5,00		
<b>B302.23.03</b>	Removal of sand, silt, roots, etc. (all causes) using high pressure water jetting equipment at +450Bar pressure for pipe diameter				
B302.23.03.01	a). 160 mm uPVC	m	5,00		
B302.23.03.02	b). 525 mm oPVC	m	100,00		
B302.23.03.03	c). 600mm uPVC	m	5,00		
<b>B302.23.04</b>	Removal of silt, fat, etc. (all causes) using combination of vacuum jetting methods apart from high pressure equipment for sewer pipes (Vactor or similar) for pipe				
B302.23.04.01	a). 160 mm uPVC	m	5,00		
B302.23.04.02	b). 525 mm oPVC	m	75,00		
B302.23.04.03	c). 600mm uPVC	m	5,00		
<b>B302.23.05</b>	<b>Damaged Sewer Replacement</b>				
	Repair and replace, where necessary, damaged sewer pipes of the following diameters;				
B302.23.05.01	a). 160 mm uPVC	m	20,00		
B302.23.05.02	b). 525 mm oPVC	m	50,00		
<b>TOTAL CARRIED FORWARD</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
TOTAL CARRIED OVER FROM PREVIOUS PAGE						
B302.23.06	<p><b>Sewer Manhole Cover Fixing</b></p> <p>Supply all material and equipment required for the removal of the built fibre optic manhole covers on sewer manholes and replace with proper sewer manhole covers as per the requirement by the CoT Standards for sewer manholes.</p>	No.	35,00			
B302.24	<p><b>Leaking / Seeping Precast Concrete Manhole</b></p> <p>Remove Sand Leaking Manholes &amp; Relay with proper jointing &amp; seal for manhole of depth;</p>					
B302.24.01	For excavations below 2.5m deep	No.	5,00			
B302.24.02	Over 2,5 m and up to 4,0 m deep	No.	15,00			
B302.24.03	Over 4,0 m and up to 5 m deep	No.	10,00			
B302.24.04	Over 5,0 m and up to 10,0 m deep	No.	10,00			
B302.24.05	Extra over, replacing of damaged units from the above operation for precast manhole chambers. Sum to include all related works and material provision.	L. Sum	1			
TOTAL CARRIED FORWARD TO SUMMARY					R	-

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SECTION</b> Section 303	<b>SEWERS</b> Testing				
<b>303.0</b>	<b>Testing of the Sewer reticulation</b>				
<b>303.01</b>	Sewer testing of manholes as per the project SANS Specification for manholes of depths;				
303.01.01	For excavations below 2.5m deep	No.	50,00		
303.01.02	Over 2,5 m and up to 4,0 m deep	No.	75,00		
303.01.03	Over 4,0 m and up to 5 m deep	No.	100,00		
303.01.04	Over 5,0 m and up to 10,0 m deep	No.	15,00		
303,01	<b>Sewer Pipeline Testing - Reticulation</b>				
303,02	Allow for complete Sewer Air Testing for the following pipe diameters;				
303.02.01	40mm diameter pipes	m	2 500,00		
303.02.02	50mm diameter pipes	m	5 500,00		
303.02.03	75mm diameter pipes	m	10 000,00		
303.02.04	90mm diameter pipes	m	5 000,00		
303.02.05	110mm diameter pipes	m	22 350,00		
303.02.06	160mm diameter pipes	m	3 150,00		
303.02.07	200mm Diameter pipes	m	1 850,00		
303.02.08	250mm diameter pipes	m	50,00		
303.02.09	300mm diameter pipes	m	50,00		
<b>B302.23.04</b>	<b>Reticulation CCTV Camera Inspection</b>				
B302.23.04.04	Allow for a CCTV Camera inspection for pipe diameters up to 200mm size.	m	5 500,00		
<b>303.01</b>	<b>TESTING</b>				
303,01	Testing of manholes	No.	65,00		
303.02	Air testing of sewers				
303.02.01	a). 500 mm uPVC	m	15,00		
303.02.02	b). 525 mm oPVC	m	275,00		
303.02.03	c). 600mm uPVC	m	15,00		
<b>B302.23.04</b>	<b>Bulk CCTV Camera Inspections</b>				
B302.23.04.01	a). 500 mm uPVC	m	25,00		
B302.23.04.02	b). 525 mm oPVC	m	5 250,00		
B302.23.04.03	c). 600mm uPVC	m	25,00		
	<b>DESIGN AND TESTING</b>				
B302.23.04.04	<b>Other special tests that might be requested by the Engineer upon excavating open the trenches.</b>				
	<b>(a). Cost of testing</b>	<b>Prov. Sum</b>	<b>1,00</b>	<b>R 200 000,00</b>	<b>R 200 000,00</b>
	(b). Charge on prime cost sum	%	200000,00		R -
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SECTION</b>	<b>WATER RETICULATION AND WATER MAINS</b>				
<b>SECTION 402</b>	<b>CONSTRUCTION</b>				
402.05	<b>WATER SCOPE - BEDDING (PIPES)</b>				
	<b>PROVISION OF BEDDING "MECHANICAL"</b>				
	Provision of bedding material from trench excavations				
402.05.01	a) Selected granular material	m <sup>3</sup>	60,00		
402.05.01	b) Selected fill material	m <sup>3</sup>	120,00		
	Provision of bedding material by importation from other necessary excavations (free haul within the village boundaries)				
402.05.03	a) Selected granular material	m <sup>3</sup>	15,00		
402.05.03	b) Selected fill material	m <sup>3</sup>	35,00		
	Provision of bedding material by importation from borrow pits (free haul within the village boundaries)				
402.05.03	a) Selected granular material	m <sup>3</sup>	20,00		
402.05.03	b) Selected fill material	m <sup>3</sup>	45,00		
106,02	Concrete bedding	m <sup>3</sup>	2,00		
402,03	Encasing of pipes in Class 19/20 concrete	m <sup>3</sup>	5,00		
103,01	Overhaul of material for bedding cradle and selected fill blanket	m <sup>3</sup> /km	2 000,00		
	<b>PROVISION OF BEDDING "LABOUR BASED"</b>				
	Available from trench within excavation (Subclause 3.3.1)				
402.05.01	a) Selected granular material	m <sup>3</sup>	18,00		
402.05.01	b) Selected fill material	m <sup>3</sup>	36,00		
	Import from borrow pit within a distance of 0.2km (Only with written consent of Engineer), Import from borrow pit with wheelbarrow				
	a) Selected granular material				
402.05.03	i) 0 - 100m	0.06m <sup>3</sup>	80,00		
402.05.03	ii) 101 - 200m	0.06m <sup>3</sup>	20,00		
	b) Selected fill material				
402.05.03	i) 0 - 100m	0.06m <sup>3</sup>	100,00		
402.05.03	ii) 101 - 200m	0.06m <sup>3</sup>	20,00		
	Concrete bedding	m <sup>3</sup>	1,00		
402,03	Encasing of pipes in Class 19/20 concrete	m <sup>3</sup>	1,00		
130,01	Overhaul of material for bedding cradle and selected fill blanket	m <sup>3</sup> /km	110,00		
<b>B402.05</b>	<b>Uncompacted backfill areas</b>				
B402.05	Excavate and remove uncompacted trenches	m <sup>3</sup>	427,50		
B402.05	Backfill and compact in 200mm thick layers	m <sup>3</sup>	534,38		

<b>TOTAL CARRIED FORWARD</b>	
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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>TOTAL CARRIED OVER FROM PREVIOUS PAGE</b>					
<b>PIPE WORK</b>					
402.01	Supply, lay, joint, bed, test and disinfect the following pipes complete with couplings to the relevant SABS standards including short lengths				
402.01.01	<b>uPVC pipes</b>				
402.01.01.01	a) 160 Class 16	m	40,00		
402.01.01.03	b) 110 Class 16	m	75,00		
402.01.01.05	c) 110 Class 9	m	35,00		
402.01.01.12	d) 75 Class 12	m	20,00		
402.01.01.15	e) 63 Class 16	m	100,00		
402.01.01	<b>HDPE pipes Type IV</b>				
402.01.01.01	a) 63 mm class 4	m	75,00		
402.01.01.03	b) 63 mm class 10	m	50,00		
402.01.01.09	c) 32 mm class 6	m	100,00		
402.01.01.11	d) 25 mm class 10	m	50,00		
<b>WATER RETICULATION PIPELINES</b>					
402.01	<b>Supplying, laying and jointing of water pipes irrespective of depth:</b>				
Supraflo uPVC Class 12 pipes (or similar) on a Class B bedding					
402.01.01	01. 110 mm dia.	m	100,00		
402.01.02	02. 160 mm dia.	m	250,00		
402.01.03	03. 200 mm dia.	m	300,00		
402.02	Extra over item 10.01 for providing and installing fittings, valves and specials for use with Superflo uPVC pipes 90 Degree Class 16 uPVC Bends				
402.02.01	110 mm dia.	No.	6,00		
402.02.02	160 mm dia.	No.	4,00		
402.02.03	200 mm dia	No.	5,00		
402.02.04	250 mm dia	No.	1,00		
<b>Erf Connections</b>					
Provide erf connections complete as detailed in CoT standard detail drawings - Drw 7515-W104.					
Short erf connections : Single erf connection from the following main size:					
402.02.01	110 mm dia.	No.	61,00		
402.02.02	160 mm dia.	No.	24,00		
Long erf connections : Single erf connection from the following main size:					
402.02.01	110 mm dia.	No.	36,00		
402.02.02	160 mm dia.	No.	19,00		
Short erf connections : Double erf connection from the following main size:					
402.02.01	110 mm dia.	No.	28,00		
402.02.02	160 mm dia.	No.	71,00		

TOTAL CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL CARRIED OVER FROM PREVIOUS PAGE					
	Long erf connections : Double erf connection from the following main size:				
402.02.01	110 mm dia.	No.	181,00		
402.02.02	160 mm dia.	No.	90,00		
	<b>Connecting existing Erf Connection</b>				
<b>B402.12.01</b>	Test and repair or replace existing meter pipeline and connect as detailed in CoT standard detailed drawing - Drw 7515-W-104 for;				
	Short erf connections : Single erf connection from the following main size:				
B402.12.01.01	110 mm dia.	No.	97,00		
B402.12.01.02	160 mm dia.	No.	39,00		
	Long erf connections : Single erf connection from the following main size:				
B402.12.01.03	110 mm dia.	No.	182,00		
B402.12.01.04	160 mm dia.	No.	29,00		
	Short erf connections : Double erf connection from the following main size:				
B402.12.01.05	110 mm dia.	No.	93,00		
B402.12.01.06	160 mm dia.	No.	131,00		
	Long erf connections : Double erf connection from the following main size:				
B402.12.01.07	110 mm dia.	No.	210,00		
B402.12.01.08	160 mm dia.	No.	220,00		
	<b>Water Pipe Diversions</b>				
	Isolate and relay pipe in the proper position and connect to the existing pipe reticulation. Rate to include all material delivery including the pipe laying and reinstating the damaged finishes for the following;				
402.02.01	110mm diameter	m	150		
402.02.02	160mm diameter	m	30,00		
	Extra over item 2.3.5.1 and 2.3.5.8, allow for all miscellaneous works related to the works including reducing the impact of the disturbances on occupied units.	L. Sum	1,00		
<b>B402.07.07</b>	<b>Isolation Valve installation</b>				
	Supply complete and install 80mm diameter gate valve for reticulation isolation for the following pipe diameters;				
B402.07.07.01	110mm diameter	No.	20,00		
B402.07.07.02	160mm diameter	No.	10,00		
TOTAL CARRIED FORWARD					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL CARRIED OVER FROM PREVIOUS PAGE					
	<b>WATER SCOPE: HDPE PIPEWORK</b>				
	<b>FITTINGS FOR HDPE PIPES</b>				

	Plasson compression fittings to the relevant SABS specifications, or similar approved				
402.02.01.01	<b>Elbow for :</b>				
	a) 32 mm Ø	No.	35,00		
	b) 40 mm Ø	No.	35,00		
	c) 50 mm Ø	No.	40,00		
402.02.01.01	<b>Equal Tees</b>				
	a) 20 mm Ø	No.	15,00		
	b) 25 mm Ø	No.	10,00		
	c) 32 mm Ø	No.	10,00		
	d) 40 mm Ø	No.	20,00		
	e) 50 mm Ø	No.	25,00		
402.02.01.01	<b>Unequal tees</b>				
	a) 25 x 20 ND	No.	15,00		
	b) 32 x 25 ND	No.	10,00		
	c) 40 x 25 ND	No.	10,00		
	d) 40 x 32 ND	No.	15,00		
	e) 50 x 32 ND	No.	10,00		
	f) 50 x 40 ND	No.	5,00		
402.02.01.01	<b>Reducers</b>				
	a) 25 x 20 ND	No.	20,00		
	b) 32 x 25 ND	No.	10,00		
	c) 40 x 25 ND	No.	10,00		
	d) 40 x 32 ND	No.	15,00		
402.02.01.01	<b>Plugs</b>				
	a) 20 mm Ø	No.	25,00		
	b) 25 mm Ø	No.	25,00		
	c) 32 mm Ø	No.	25,00		
402.02.01.01	<b>Socket Adaptors</b>				
	a) 25 ND	No.	10,00		
	b) 32 ND	No.	10,00		
	c) 40 ND	No.	10,00		
	d) 50 ND	No.	5,00		

<b>TOTAL CARRIED FORWARD</b>					
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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	TOTAL CARRIED OVER FROM PREVIOUS PAGE				
402.02	<b>WATER FITTINGS AND SPECIALS</b>				



402.02.01	Extra over item 3.4 for supplying, installing, bedding and testing in PVC mains the following fittings and specials complete. Cutting of pipes and couplings included Fittings of PVC, cast iron or aluminium				
402.02.01.01	<b>Bends 90°</b>				
	a) 160 Ø	No.	10,00		
	b) 110 Ø	No.	15,00		
	c) 63 Ø	No.	10,00		
402.02.01.01	<b>Bends 45 °</b>				
	a) 160 Ø	No.	5,00		
	b) 110 Ø	No.	10,00		
	c) 75 Ø	No.	5,00		
	d) 63 Ø	No.	10,00		
402.02.01.01	<b>Bends 22°</b>				
	a) 160 Ø	No.	5,00		
	b) 110 Ø	No.	5,00		
	c) 63 Ø	No.	5,00		
402.02.01.01	<b>Bends 11.25°</b>				
	a) 160 Ø	No.	5,00		
	b) 75 Ø	No.	5,00		
	c) 63 Ø	No.	5,00		
402.02.01.01	<b>Tees</b>				
	a) 63 x 63 mm	No.	10,00		
	b) 75 x 63 mm	No.	5,00		
	c) 90 x 63 mm	No.	5,00		
	d) 90 x 75 mm	No.	5,00		
	e) 90 x 90 mm	No.	3,00		
	f) 110 x 75 mm	No.	5,00		
	g) 110 x 90 mm	No.	5,00		
	h) 110 x 110 mm	No.	2,00		
	i) 160 x 90 mm	No.	4,00		
	j) 160 x 110 mm	No.	3,00		
	k) 160 x 160 mm	No.	3,00		
402.02.01.01	<b>Reducers</b>				
	a) 75 x 63 mm	No.	5,00		
	b) 90 x 63 mm	No.	3,00		
	c) 90 x 75 mm	No.	3,00		
	d) 110 x 75 mm	No.	5,00		
	e) 160 x 90 mm	No.	5,00		
	f) 160 x 110 mm	No.	5,00		
<b>TOTAL CARRIED FORWARD</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL CARRIED OVER FROM PREVIOUS PAGE					

402.02.01.01	<b>End caps</b>				
	a) 63 mm Ø	No.	6,00		
	b) 110 mm Ø	No.	5,00		
	c) 160 mm Ø	No.	3,00		
402.02.01.01	<b>Double Socket</b>				
	a) 75 mm Ø	No.	2,00		
	b) 110 mm Ø	No.	2,00		
	c) 160 mm Ø	No.	2,00		
402.02.01.01	<b>Repair Coupling</b>				
	a) 63 mm Ø	No.	10,00		
	b) 75 mm Ø	No.	5,00		
	c) 90 mm Ø	No.	5,00		
	d) 110 mm Ø	No.	10,00		
	e) 160 mm Ø	No.	5,00		
402.02.01.01	<b>Flanged adaptor</b>				
	a) 63 mm Ø	No.	5,00		
	b) 75 mm Ø	No.	5,00		
	c) 90 mm Ø	No.	5,00		
	d) 110 mm Ø	No.	5,00		
	e) 160 mm Ø	No.	10,00		
	<b><u>WATER SCOPE: MAIN SUPPLY LINE</u></b>				
B402.12.03	<b>MAIN SUPPLY PIPELINE LEAKAGE</b>				
B402.12.03.01	Clear access to the burst pipe area, expose the existing 500mm diameter uPVC -O Class 16 pipe and fix the leakage in the 'likely' VJ Coupling pipe joint. Rate to include identification of the black conduit pipe running above the uPVC pipe, liaison with the Service Providers and likely reposition it to ensure that it does to sit directly over the pipe joint (and thus weighing it down to cause the leakage). Necessary permission from the Service Provider(s) is to be sought before this is carried out.				
	The rate to cover all necessary works and provision of the plant and material around the likely leaking VJ Coupling Joint. Arrangements to isolate the water pipe during the works will also be necessary.	L. Sum	1,00		
<b>B402.07</b>	<b>Air Valve Chamber</b>				
	Open existing manhole chamber, inspect for any leakage, service any chamber fittings (as may be required), fix any damages &/ leakages and re-commission for the following (Refer to the layout drawing CIT / RC /0000);				
B402.07.01	(a) 80mm Air Valve Chamber No. 1 at Chainage GH 0 + 600.000	L. Sum	1,00		
B402.07.02	(b) 80mm Air Valve Chamber No. 2 at Chainage GH 1 + 149.293	L. Sum	1,00		
B402.07.03	(c) 80mm Air Valve Chamber No. 3 at Chainage GH 1 + 813.948	L. Sum	1,00		
B402.07.04	(d) 80mm Air Valve Chamber No. 4 at Chainage GH 2 + 400.000	L. Sum	1,00		
B402.07.05	(e) 80mm Air Valve Chamber No. 5 at Chainage GH 3 + 001.341	L. Sum	1,00		
B402.07.06	(f) 80mm Air Valve Chamber No. 6 at Chainage GH 3 + 500.000	L. Sum	1,00		
B402.07.07	(g) 80mm Air Valve Chamber No. 7 at Chainage GH 4 + 100.000	L. Sum	1,00		
<b>TOTAL CARRIED FORWARD</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
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TOTAL CARRIED OVER FROM PREVIOUS PAGE					
<b>B402.07.02</b>	<b>Scour Valve Chamber</b>				
	Open existing manhole chamber, inspect for any leakage, service any chamber fittings (as may be required), fix any damages &/ leakages and re-commission for the following;				
B402.07.02.01	(a). Scour Valve Chamber 01 at Chainage 0 + 825.660. The works to include the fixing of the leakage on the downstream puddle flange and the waterproofing of the reinforced concrete manhole chamber to avoid water ingress. Allowance of working within the river to be included.	L. Sum	1,00		
B402.07.02.02	(b). Scour Valve Chamber 02 at Chainage 4 + 437.434. The works to include the fixing of the leakage on the downstream puddle flange and the waterproofing of the reinforced concrete manhole chamber to avoid water ingress. Allowance of working within the river to be included.	L. Sum	1,00		
B402.07.03	<b>Rand Water Connection Chamber</b>				
B402.07.03	Open up the manhole chambers to the Rand Water Connection pipeline, inspect the chambers for any fittings leakages, fix and leakages, test the settings of the control valve to ensure they adhere to the design requirements and re-commission.	L. Sum	1,00		
<b>402.02</b>	<b>WATER SCOPE - SUNDRIES</b>				
402.02.01	Encasing in Class 15/19 concrete	m <sup>3</sup>	12,00		
<b>402.08</b>	Position pipeline markers as per specification Drawings, drawing number C00000/124	No.	12,00		
402.04	Thrust blocks as per typical details on Specification Drawing including formwork for concrete class 15/19,	m <sup>3</sup>	8,00		
	<b>Miscellaneous</b>				
B402.09.01	<b>By-Pass System for water provision</b>				
B402.14.01.01	Allow for by-pass system temporal by-pass while the water chamber works are carried out. Rate to allow for the down time when working from the time of demolition up to the commissioning. Down time of water supply to be kept to a minimum.	L. Sum	1		
<b>B402.10</b>	<b>Leaking Fire Hydrants</b>				
<b>B402.10.01</b>	<b>Allow for a lump sum amount to fix leaking fire hydrants. Rate to include the diagnosis of what is damaged, supply and installation of required parts including commissioning.</b>	<b>Prov. Sum</b>	<b>1,00</b>	<b>R 200 000,00</b>	<b>R 200 000,00</b>
<b>B402.11.01</b>	<b>REMOVAL OF ILLEGAL PIPELINES</b>				
	Allow for removal of illegal pipelines erected with the erven. Rate to cover the the pipe removal, its disconnection (plugging off from the existing reticulation), backfilling and making good the rea excavated. Allowance should be made to minimise the disruptions while work is ongoing within the erf.	L. Sum	1,00		
	<b>ADDITIONAL SUNDRY ITEMS</b>				
	Add any other sundry items as might be required;				
	1. ....	Sum	1,00		
	2. ....	Sum	1,00		
	3. ....	Sum	1,00		
	4. ....	Sum	1,00		
	5. ....	Sum	1,00		
	6. ....	Sum	1,00		

TOTAL CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL CARRIED OVER FROM PREVIOUS PAGE					
	<b>Erf Connection Water pipeline leakages</b>				
B402.12.01	Complete material supply and fixing of leaking water pipelines leading to the domestic meters (Works <u>exclude the installation of water meters</u> );				
B402.12.01.01	a) 50 mm	No.	10,00		
B402.12.01.02	b) 65 mm	No.	5,00		
B402.12.01.03	c) 80 mm	No.	15,00		
B402.12.01.04	d) 100 mm	No.	5,00		
TOTAL CARRIED FORWARD					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
<b>SECTION</b> Section 403	<b>WATER RETICULATION AND WATER MAINS</b> TESTING					
B403.02	<b>Water Pressure Logging</b>					
B403.02.01	Allow for a 48 hour pressure logging of the system pressure in three different positions as pointed out by the Engineer. Pressure logging to be done at continuous regular interval and results submitted to the Engineer for analysis and further design input.	L. Sum	1,00			
B403.02.02	Allow for handling fee	%	0,00			
403.06	Hydrostatic testing of complete pipeline	m	5 500			
403.13	Sterilization of complete pipeline	m	5 500			
<b>TOTAL CARRIED FORWARD</b>					<b>R</b>	<b>-</b>

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SECTION</b>	<b>SPECIFIC WORKS</b>				
<b>SECTION 804</b>	<b>PIPE JACKING AND BORING</b>				
	<b>ROAD CROSSING: MOLOTLEGI STREET</b>				
<b>804.01.01</b>	<b>Jacking Establishment</b>				
804.01.01.01	Fixed charges	L. Sum	1,00		
804.01.01.02	Time related charges	L. Sum	1,00		
<b>804.03.</b>	<b>Excavation for jacking</b>				
804.03.01	Excavate for pipe at the drilling face (including removal and disposed of surplus excavated material). Rate shall include any shoring that is required	m³	180,00		
<b>804.04</b>	<b>Extra over for Excavation for jacking above:</b>				
804.04.01	Hard rock excavation	m³	36,00		
	Excavate by hand in soft material to expose existing services	m³	25,00		
<b>804.06</b>	<b>Supply and install pipes by means of jacking for the following pipes:</b>				
804.06.01	DN 9000 Class 100 D Type SC reinforced concrete pipes	m	25,00		
<b>804.09</b>	<b>Miscellaneous</b>				
B804.13.02	Recording of movements	L. Sum	1,00		
B804.13.03	Brick-up ends of pipe sleeve	No	300,00		
402.08	Pipe Markers	No	10,00		
<b>B102.01</b>	<b>Allow for Traffic Accommodation</b>				
B102.01	Accommodation of traffic and maintenance of by-passes	L. Sum	1,00		
	<b>ROAD AND RAIL CROSSING</b>				
<b>804.01.01</b>	<b>Jacking Establishment</b>				
804.01.01.01	Fixed charges	L. Sum	1,00		
804.01.01.02	Time related charges	L. Sum	1,00		
<b>804.03.</b>	<b>Excavation for jacking</b>				
804.03.01	Excavate for pipe at the drilling face (including removal and disposed of surplus excavated material). Rate shall include any shoring that is required	m³	405,00		
<b>804.04</b>	<b>Extra over for Excavation for jacking above:</b>				
804.04.01	Hard rock excavation	m³	81,00		
	Excavate by hand in soft material to expose existing services	m³	20,00		
<b>804.06</b>	<b>Supply and install pipes by means of jacking for the following pipes:</b>				
804.06.01	DN 9000 Class 100 D Type SC reinforced concrete pipes	m	45,00		
<b>804.09</b>	<b>Miscellaneous</b>				
B804.13.01	Lay, joint, fix and test 525 oPVC pipes in the pipe sleeves complete with trolley system as detailed on Dwg. DWS 1110	m	55,00		
<b>TOTAL CARRIED FORWARD</b>					<b>R -</b>

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>TOTAL CARRIED OVER FROM PREVIOUS PAGE</b>					<b>R -</b>

B804.13.02	Recording of movements	L. Sum	1,00	
B804.13.03	Brick-up ends of pipe sleeve	No.	2 500,00	
402.08	Pipe Markers	No.	10,00	
B102.01	<b>Allow for Traffic Accommodation</b>			
B102.01	Accommodation of traffic and maintenance of by-passes	L. Sum	1,00	
<b>PART 4.3 : ROAD CROSSING: PILANI STREET</b>				
<b>804.01.01</b>	<b>Jacking Establishment</b>			
804.01.01.01	Fixed charges	L. Sum	1,00	
804.01.01.02	Time related charges	L. Sum	1,00	
804.03.	<b>Excavation for jacking</b>			
804.03.01	Excavate for pipe at the drilling face (including removal and disposed of surplus excavated material). Rate shall include any shoring that is required	m³	180,00	
804.04	<b>Extra over for Excavation for jacking above:</b>			
804.04.01	Hard rock excavation	m³	36,00	
	Excavate by hand in soft material to expose existing services	m³	25,00	
804.06	<b>Supply and install pipes by means of jacking for the following pipes:</b>			
804.06.01	DN 9000 Class 100 D Type SC reinforced concrete pipes	m	25,00	
804.09	<b>Miscellaneous</b>			
	Lay, joint, fix and test DN 525 oPVC pipes in the pipe sleeves complete with trolley system as detailed on Dwg.	m	35,00	
B804.13.02	Recording of movements	Sum	1,00	
B804.13.03	Brick-up ends of pipe sleeve	No.	300,00	
B102.01	<b>Allow for Traffic Accommodation</b>			
B102.01	Accommodation of traffic and maintenance of by-passes	L. Sum	1,00	
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				<b>R</b>
				<b>-</b>

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SECTION</b>	<b>QUALITY CONTROL</b>				
<b>B903.07</b>	<b>Laboratory Costs</b>				
	Other special tests requested by the Engineer				
B903.07.01	Remuneration and other costs for the combined laboratory	Prov Sum	1,00	R 600 000,00	R 600 000,00
B903.07.02	Charge on Prime cost sum (B903.07.01)	%			R -



<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				

**SUMMARY OF PRICING SCHEDULE**

SECTION	DESCRIPTION	AMOUNT
<b>SECTION 0</b>	<b>GENERAL</b>	
001	General Requirements and Charges	
002	Engineers Accommodation	
<b>SECTION 1</b>	<b>ANCILLARY WORK</b>	
101	Site Clearing and Grubbing	
102	Accommodation of Traffic	
104	Landscaping and grassing	
105	Fencing	
B107	Dayworks	
<b>SECTION 2</b>	<b>EARTHWORKS</b>	
201	General	
202	Trenching	
202	Trenching (Sewer)	
<b>SECTION 3</b>	<b>SEWERS</b>	
302	Construction	
303	Testing	
<b>SECTION 4</b>	<b>WATER RETICULATION AND WATER MAINS</b>	
402	Construction	
403	Testing	
<b>SECTION 8</b>	<b>SPECIFIC WORK</b>	
804	Pipe Jacking and Boring	
<b>SECTION 9</b>	<b>QUALITY CONTROL</b>	
903	Testing	
<b>TOTAL OF SCHEDULED PRICES</b>		
<b>ADD ESTIMATED CPA @ 10% BASED ON THE FORMULA TO BE APPLIED TO TOTAL SCHEDULED PRICES</b>		
<b>ADD CONTINGENCIES @ 10% of TOTAL SCHEDULED PRICES TO BE APPLIED TO TOTAL SCHEDULE PRICES</b>		
<b>SUBTOTAL</b>		
<b>ADD 15% VAT</b>		
<b>CONTRACT PRICE CARRIED FORWARD TO FORM OF OFFER</b>		

CITY OF TSHWANE  
HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: HHS 07-2023/24

**APPOINTMENT OF CONTRACTOR FOR CONSTRUCTION OF BULK SEWER PIPE JACKING, REMEDIAL WORKS ON WATER AND SEWER RETICULATION AND CONNECTION OF STANDS AT RAMA CITY X10 FOR 18 MONTHS**

**PORTION 2: CONTRACT**

**PART C3: SCOPE OF WORK**

## **PART C3: SCOPE OF WORK**

### **TABLE OF CONTENTS**

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C3.3	PROCUREMENT	7
C3.4	CONSTRUCTION	15
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C3.7	REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS: HEALTH AND SAFETY SPECIFICATION	58 127
C3.8	REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE ENVIRONMENTAL MANAGEMENT PLAN	

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

## **C3.1 DESCRIPTION OF THE WORKS**

### **1.1 EMPLOYER'S OBJECTIVES**

The objective is to appoint a suitable contractor for the design review of bulk sewer, testing and commissioning of bulk water, water and sewer reticulation and preparation of as-builts to the housing development of Rama City X10 for a period of 18 months. The aim is to ensure that the standard of living is improved through the provision of basic water and sanitation services.

The project is also aiming to deliver 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).

### **1.2 OVERVIEW OF THE WORKS**

The contract entails the construction and completion of the works that were partially constructed by others, and implement remedial measures for the successful completion of the project. The scope of the works contained in 1.3 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 bidding purposes and is not indicative of the expected or estimated quantities.

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.

### **1.3 SCOPE OF THE WORKS**

The works included in this contract is interlinked and spread throughout Rama City X10 and comprises the following:

#### **a. Water Bulk**

- Inspect, service and re-commission manhole chambers to the Rand Water Connection pipeline.
- Inspect, service and recommission scour valve chamber 01.

Remedial works on scour valve chamber 01 include:

- Fixing of the leakage on the downstream puddle flange
- Waterproofing the reinforced concrete manhole to avoid water ingress.
- Inspect, service and recommission scour valve chamber 02

#### **b. Sewer Bulk**

- 45m pipe jacking to be done across railway line and road surface parallel to the rail for a 525mm diameter uPVC pipe.
- 22,5m pipe jacking to be done for Molotlegi Street crossing for a 525mm diameter uPVC pipe.
- 22,5m pipe jacking to be done for Pilane Street crossing for a 525mm diameter uPVC pipe.
- Construct and lay 251m of 525mm diameter uPVC pipe between various manholes to complete existing bulk sewer line.
- Construction and installation of 3 manholes of various depths to complete existing bulk sewer line.
- Test, sterilize and commission the completed bulk sewer line.
- Remedial works on the existing bulk sewer line include:
  - Excavate and remove uncompact trench material.
  - Backfill and compact in 200mm thick layers using proper materials.

#### **c. Water Reticulation**

- Construction of erf connections to +- 1184 stands and connect them to the existing water network.
- Commission and test the entire water network to +-1622 units.
- Refurbishment of existing fire hydrants.

#### **d. Sewer Reticulation**

- Clean out sand silted +-53 manholes of varying depths. With maximum and minimum depths being 5.737m and 0.815m respectively
- Clean out sand silted sewer reticulation pipelines of 160mm diameter uPVC and total length +-2525m.
- Verify connectivity and flow directions between some manholes.
- Test and commission entire sewer reticulation pipeline.

## 1.4 LOCATION OF SITE

Rama City (755ha) is located within the north-western part of the City of Tshwane, directly south of Ga-Rankuwa and west from the Rosslyn Industrial Area on the Brits Road (K8), directly south from Sefako Makgatho Health Science University.

**GPS** coordinates are 25° 37' 53,8" S, 28° 01' 38,9" E, please refer to **Figure 1** below:



**Figure 1: Project Location**

## **C3.2 ENGINEERING**

### **3.2.1 STANDARDS AND CODES OF PRACTICE**

The following design standards for Civil Engineering Infrastructure will apply:

- i) City of Tshwane: Guidelines for the Design and Construction of Water and Sanitation Systems (Revised November 2016).
- ii) Standard Specification for Municipal Civil Engineering Works Series 4, Third Edition (2005)
- iii) Guidelines for the provision of engineering services and amenities in residential township development by the National Housing Board (Red Book).
- iv) The General Conditions of Contract for Works of Civil Engineering Construction, First Edition (2015) issued by the South African Institute of Civil Engineers
- v) City of Tshwane's Standard Drawings for Sewer, January 2017
- vi) EPWP Specifications

### **3.2.2 EMPLOYER'S DESIGN**

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

### **3.2.3 DRAWINGS**

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

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

Drawings are bound in Volume 2 book of drawings. 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.

## **C3.3 PROCUREMENT**

### **C.3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES**

#### **C3.3.1.1 Requirements**

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

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

(c) 2% persons with disabilities.

#### C3.3.1.1.2 Appointment of Community Liaison Officer

1. A community liaison officer (CLO) will be appointed in terms of the Policy Framework for the Recruitment of EPWP and the Code of Good Practice to appoint Community Liaison Officers.
2. 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 for the Project Steering Committee (PSC).
3. After the election of the PSC at the same meeting, residents and stakeholders in attendance are to vote for a pool of three (3) potential CLO's coming from the community concerned.
4. In an event that the PSC is not constituted by public meeting, or it cannot proceed with its work as contemplated by Section 6.1.3.5 of the Policy Framework for the Recruitment of EPWP, the appointed PSC should nominate potential CLO's.
5. It is from this pool that the Contractor after interviewing the three nominees, and consultation with the PSC, appoints the CLO.
6. Provision for the payment of the CLO has been made in the Pricing Data and will, be in terms of the salary scale Task Level 5
7. The successful tenderer shall enter into an employment agreement with the appointed community liaison office (CLO)
8. The duties or functions of the CLO can be summarised as follows:
  - Liaising with project manager
  - Liaising with community on detail construction activities of the project
  - Attending community meetings
  - Arranging special meetings
  - Facilitation of community disputes

#### 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.

Clause	Specification Data	
<b>The specification data associated with SANS 1914-5 is as follows</b>		
2.7	The employer's representative is:	Hokwani Consulting CC
	Target area:	
	<b>Target Area 1</b>	The ward/wards in which the work package is to be performed
	<b>Target Area 2</b>	The ward/wards directly adjoining the ward/wards in which the work package is to be performed.
	<b>Target Area 3</b>	The region within which the ward/wards in which the work package is to be performed resides

	<b>Target Area 4</b>	The City of Tshwane Municipal area
2.17	Targeted enterprise is	Will be specified for each work package.
	The targeting strategy is	Strategy A b)
	The contract participation goal is	<i>The min. goal is 10% and the maximum goal is 20% (The combined goal for the contract will not exceed 30%)</i>
	The contract participation goal may only be achieved by subcontracting work to one or more targeted enterprises to perform commercially useful functions in the performance of the contract.	
2.9	The following weightings shall apply:	
	<b>Target Area 1</b>	1.2
	<b>Target Area 2</b>	1.0
	<b>Target Area 3</b>	0.8
	<b>Target Area 4</b>	0.6
6	<b>Sanctions</b>	<p>In the event that the Contractor fails to substantiate that any failure to achieve the Contract Participation Goal relating to the granting of preference was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay the Employer a financial penalty in the following manner:</p> $P = 0.15 \times \frac{(D - D_o)}{100} \times N_A$ <p>Where</p> <p><math>D</math> = required Contract</p>

			<p>Participation Goal percentage</p> <p><math>D_o</math> = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the work package</p> <p><math>N_A</math> = Net Amount</p> <p><math>P</math> = Rand value of penalty payable</p>
--	--	--	--

### **C3.3.2 SCOPE OF MANDATORY SUBCONTRACT WORK FOR TARGETED SMALL BUSINESS ENTERPRISES**

#### **C3.3.2.1 Scope of mandatory subcontract works**

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

- Repairing of leaking water reticulation pipes
- Repairing of fire hydrants,
- Construction of sewer manholes,
- Installation of sewer pipelines,
- Removal and re-erection of fence and gate;

### **C3.3.3 PREFERRED SUBCONTRACTORS/SUPPLIERS**

Local economic participation should be given priority when making a list of potential subcontractors available.

- City of Tshwane Participants with specific attention for the region in which the contract is to be executed should be given first priority and the below competent and capable designated groups should be prioritized:
  - An EME or QSE
  - An EME or QSE which is at least 51% Black Owned
  - An EME or QSE which is at least 51% Owned by Black youth
  - An EME or QSE which is at least 51% Black Women Owned



- An EME or QSE which is at least 51% owned by black people with disabilities.
  - An EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships
  - A cooperative which is at least 51% owned by black people,
  - An EME or QSE which is at least 51% owned by black people who are military veterans; or
  - o More than one of the categories referred to in paragraphs (a) to (h).
- Should subcontractors within Tshwane not be identified, the appointed service provider can extend the list of subcontractors to:
- Gauteng Participants
  - National participants.

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.

#### **C3.3.4. SUBCONTRACTING POLICY**

The City of Tshwane SCM Policy objective is to support the growth and development of SMME's. This Policy is driven to give effect to section 217 of the Constitution of the Republic of South Africa by implementing a system that is fair, equitable, transparent, competitive and cost effective.

In this Tender, this policy will be advance through the following means.

- Supporting growth and development of SMME's through training, and procurement opportunities in the form of subcontracting. (Refer to SCM Clause 3(4))

This Tender allows for subcontracting and obligates the Main Contractor to engage targeted enterprises in the performance of their contracts incorporating resource specification. This is to be done and will be managed by the Project Manager and the Employer's Agent. The following are the conditions to be adhered to:

- 1) Up to a maximum of 25% can be sub-contracted for this tender, the appointed service provider is to request sub-contracting from the city. Such a request must be made in writing.

### **C3.3.5 SUBCONTRACTING PROCEDURES**

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

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

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

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

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

### **C3.3.6 EVALUATION CRITERIA**

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

## **C3.4 CONSTRUCTION**

### **C3.4.1 STANDARD SPECIFICATIONS**

The applicable “Standard Specifications” shall be the document “**Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005**”, issued by the Executive Director: Water and Sanitation of the City of Tshwane, read together with the Particular Specifications.

Tenderers, Contractors and Subcontractors shall obtain their own copies of the document “**Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005**”, for tendering purposes and for use for the duration of the Contract from the Procurement Advice Centre, C de Wet Centre, 175 E’skia Mphahlele Drive, Pretoria West and shall bear all expenses in this regard. Also, freely available in electronic (pdf) format at:

[http://www.tshwane.gov.za/documents/tenders/CTMM\\_Civil\\_Specification\\_2005.zip](http://www.tshwane.gov.za/documents/tenders/CTMM_Civil_Specification_2005.zip)

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

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

**Section C3.6 covers references to the Particular Specifications in the Standard Specifications as well as variations and additions to the Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005.**

**Section C3.7** covers Health and safety specifications &

**Section C3.8** covers Environmental management plan/specification.

C3.4.1.2 Applicable national and international standards  
Will be specified per work package

C3.4.1.3 Particular/generic specifications

C3.4.1.3.1 Generic Labour Specification

#### **01 Scope**

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

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

- b) sewer installation
- c) sidewalks and non-motorized transport infrastructure
- d) 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	Very soft	Geological pick head can easily be pushed in as far as the shaft

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

#### 04 Trench excavation

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

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

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

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

## **06 Excavation**

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

## **07 Clearing and grubbing**

Grass and bushes shall be cleared by hand.

## **08 Shaping**

All shaping shall be undertaken by hand.

## **09 Loading**

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

## **10 Haul**

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

## **11 Offloading**

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

## **12 Spreading**

All material shall be spread by hand.

## **13 Compaction**

Small areas may be compacted by hand provided that the specified compaction is achieved. Appropriate rollers should be used where higher

(than can be achieved by hand) levels of compaction are required or for large areas.

#### **14 Grassing**

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

#### **15 Stone pitching and rubble concrete masonry**

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

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

Grout shall be mixed and placed by hand.

#### **16 Manufactured Elements**

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

### **C3.4.2 PLANT AND MATERIALS**

#### **C3.4.2.1 Plant and materials supplied by the employer**

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

#### **C3.4.2.2 Materials, samples and shop drawings**

##### **C3.4.2.2.1 Construction Materials**

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

##### **C3.4.2.2.2 Water for Concrete and Construction Purposes**

No natural water from rivers, streams, boreholes, pans, dams or irrigation canals shall be used for concrete, stabilised layers or compaction purposes.

Only suitably purified (drinking quality) water shall be used.

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

#### C3.4.2.2.3 Spoil Material

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

#### C3.4.2.2.4 Cement for concrete

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

### **C3.4.3 CONSTRUCTION EQUIPMENT**

#### C3.4.3.1 Requirements for equipment

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

#### C3.4.3.2 Equipment provided by the Employer

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

All construction equipment to be supplied by the Contractor.

### **C3.4.4 CONTRACTOR'S EMPLOYEES**

#### **C3.4.4.1 Minimum employment Conditions for Conventional Construction Works**

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

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



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

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

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

#### **C3.4.4.1.1 Employment contracts**

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

#### **C3.4.4.1.2 Normal working hours**

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

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

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

#### **C3.4.4.1.3 Minimum wages**

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

Overtime pay shall be 1.5 times the ordinary wage.

An employee shall be paid fortnightly.

Wages should be increased by CPI excluding owners' equivalent rent (eoe) plus two percentage point for the second and third years of the determination. The CPI to be used is the one that is published by StatsSA

six weeks prior to the scheduled increment date. Below are the recommendations of the Department regarding new minimum wages levels:

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

Task Grade	Hourly Rate from 1 September 2019 to 31 August 2020 (rate adjusted by 7.5%)	Hourly Rate from 1 September 2020 to August 2021 adjusted by 7.5% or CPI whichever is the greater	Hourly Rate from 1 September 2021 to August 2022 adjusted by 7.5% or CPI whichever is the greater
1	R 37.04	R 39.82	R 41.72
2	R 37.90	R 40.75	R 42.70
3	R 38.96	R 41.88	R 43.89
4	R 40.41	R 43.44	R 45.53
5	R 45.73	R 49.16	R 51.56
6	R 51.91	R 55.80	R 58.56
7	R 59.46	R 63.92	R 67.06
8	R 66.66	R 71.66	R 75.19
9	R 75.35	R 81.00	R 84.98

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

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

#### **C3.4.4.1.5 Short time resulting from inclement weather**

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

#### **C3.4.4.1.6 Vacation leave**

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

#### **C3.4.4.1.7 Family responsibility leave**

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

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

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

#### **C3.4.4.1.8 Maternity leave**

At least four (4) months unpaid leave.

#### **C3.4.4.1.9 Sick leave**

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

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

#### **C3.4.8.1.10 Piece work**

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

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

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

#### **C3.4.4.2 EMPLOYMENT CONDITIONS FOR LABOUR INTENSIVE WORKS AND CONSTRUCTION**

The Ministerial Determination 4, Expanded Public Works Programme (revised 2012) issued in terms of the Basic Conditions of Employment Act of 1997 by the

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

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

#### **C3.4.4.2.1 Terminology**

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

#### **C3.4.4.2.2 Terms of Work**

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

#### **C3.4.4.2.3 Normal Hours of Work**

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

week to complete the tasks allocated (based on a 40-hour week) to that worker.

#### **C3.4.4.2.4 Meal Breaks**

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

#### **C3.4.4.2.5 Special Conditions for Security Guards**

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

#### **C3.4.4.2.6 Daily Rest Period**

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

#### **C3.4.4.2.7 Weekly Rest Period**

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

#### **C3.4.4.2.8 Work on Sundays and Public Holidays**

- i. A worker may only work on a Sunday or public holiday to perform emergency or security work.
- ii. Work on Sundays is paid at the ordinary rate of pay.
- iii. A task-rated worker who works on a public holiday must be paid –

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

#### **C3.4.4.2.9 Sick Leave**

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

#### **C3.4.4.2.10 Maternity Leave**

- i. A worker may take up to four consecutive month's unpaid maternity leave.
- ii. A worker is not entitled to any payment or employment-related benefits during maternity leave.

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

#### **C3.4.4.2.11 Family Responsibility Leave**

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

#### **C3.4.4.2.12 Statement of Conditions**

- i. An employer must give a worker a statement containing the following details at the start of employment –
  - a. the employer's name and address and the name of the EPWP;
  - b. the tasks or job that the worker is to perform; and
  - c. the period for which the worker is hired or, if this is not certain, the expected duration of the contract;

- d. the worker's rate of pay and how this is to be calculated;
  - e. the training that the worker will receive during the EPWP.
- ii. An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
  - iii. An employer must supply each worker with a copy of these conditions of employment.

#### **C3.4.4.2.13 Keeping Records**

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

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

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

- i. An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- ii. A worker may not be paid less than the minimum EPWP wage rate of R102.00 per day or per task. This will be adjusted annually on the 1st of November in line with inflation (available CPI as provided by Stats-SA six (6) weeks before implementation).
- iii. A task-rated worker will only be paid for tasks that have been completed.
- iv. An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- v. A time-rated worker will be paid at the end of each month.
- vi. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- vii. Payment in cash or by cheque must take place –



- a. at the workplace or at a place agreed to by the worker;
  - b. during the worker's working hours or within fifteen minutes of the start or finish of work;
  - c. in a sealed envelope which becomes the property of the worker.
- viii. An employer must give a worker the following information in writing –
- a. the period for which payment is made;
  - b. the numbers of tasks completed or hours worked;
  - c. the worker's earnings;
  - d. any money deducted from the payment;
  - e. the actual amount paid to the worker.
- ix. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- x. If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

#### **C3.4.4.2.15 Deductions**

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

#### **C3.4.4.2.16 Health and Safety**

- i. Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- ii. A worker must –
  - a. work in a way that does not endanger his/her health and safety or that of any other person;
  - b. obey any health and safety instruction;
  - c. obey all health and safety rules of the EPWP;

- d. use any personal protective equipment or clothing issued by the employer;
- e. report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

#### **C3.4.4.2.17 Compensation for Injuries and Diseases**

- i. It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on an EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- ii. A worker must report any work-related injury or occupational disease to their employer or manager.
- iii. The employer must report the accident or disease to the Compensation Commissioner.
- iv. An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

#### **C3.4.4.2.18 Termination**

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

#### **C3.4.4.2.19 Certificate of Service**

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

stating –

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

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

##### **C3.4.4.4.1 Requirements for the Sourcing and Engagement of Labour**

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

##### **C3.4.4.4.2 Specific Provisions Pertaining to SANS 1914-5**

i. Definitions

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

ii. Contract participation goals

- a. there is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- b. The wages and allowances used to calculate the contract participation goal shall, with respect to both time-related and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

iii. Terms and conditions for the engagement of targeted labour

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

iv. Variations to SANS 1914-5

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

#### **C3.4.4.4.3 Training of Targeted Labour**

- i. The contractor shall provide all the necessary **Bold** Accredited training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- ii. The cost of the formal training of targeted labour, shall be measured and paid for in the schedule of quantities of this contract document.
- iii. The contractor shall do nothing to dissuade targeted labour from

participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.

- iv. An allowance equal to 100 % of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of (iii) above.
- v. This training should take place as close to the project site as practically possible. The CoT will ensure that training arrangements for participants are in place and appointment of the training provider facilitated in time.
- vi. The project Manager and Consulting Engineer shall approve the training provided prior to commencement of training

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

#### **C3.4.4.5 COMMUNITY LIAISON OFFICER**

**C3.4.4.5.1** The successful tenderer shall enter into an agreement with the Ward Councillor/Ward Committee whereby the Ward Councillor shall provide to the Contractor the following if necessary:

- a) A Community Liaison Officer (CLO) for liaison with the recipient community, who as part of his/her duties will also act as a Labour Desk Officer (LDO) for labour recruitment.

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

**C3.4.4.5.3** The CLO will be remunerated according to the entry level salary of Administrative Officer (T5-level monthly notch) in the City of Tshwane. CoT will provide the Contractor with the figures accordingly.

#### Community Strategy

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

**C3.4.4.5.4** Only one CLO shall be appointed per project. If the project spans over more than one Ward, the relevant Ward Councillors shall agree on one CLO to be appointed by the Contractor. Should no agreement be found as envisaged, the relevant Project Manager together with the Executive Director: Integrated Community Development, or their nominees, will

interview prospective appointees and in their discretion appoint such CLO.

Notwithstanding the above, if the vastness of the project requires the use of more than one CLO, this will be permitted provided that the total monthly sum paid to all CLO's shall not exceed the amount allowed for in paragraph 5.3.

**C3.4.4.5.5** Should the Contractor experience any difficulties with the community, these difficulties shall immediately be brought to the attention of the Department/Project Manager who shall arrange a meeting with the relevant Ward Councillor(s) and the CLO to resolve such difficulties.

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

**C3.4.4.5.6** Should any of the above conditions be less favourable than any Bargaining Council Agreement or Act applicable to the Contractor, the more favourable condition will apply.

### **C3.4.5 EXISTING SERVICES**

#### **C3.4.5.1 Location of services**

The location of services previously done will be shared with the successful Contractor, however the oppositions of these services cannot be full affirmed. The Contractor shall locate and establish the actual position of any services on Site before starting the construction. The Contractor will be responsible to obtain the necessary permissions and way leave approvals from the relevant Service Owners.

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

#### **C3.4.5.2 Treatment of existing services**

As per the Engineer's Instructions.

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

Equipment to be used at the direction of the Engineer.

#### **C3.4.5.4 Damage to services**

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

#### **C3.4.5.5 Reinstatement of services and structures damaged during construction**

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

### **C3.4.6 Site establishment**

#### **C3.4.6.1 Contractor's Camp site**

The Contractor shall provide 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.

#### **C3.4.6.2 Water Supply**

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

#### **C3.4.6.3 Power Supply**

The Contractor shall make his own arrangements.

#### **C3.4.6.4 Ablution Facilities**

The Contractor shall, at each construction area, provide sufficient portable chemical latrine units. The latrine units shall be serviced daily and kept in a

hygienic and orderly state to the approval of the engineer.

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

#### **C3.4.6.5 Cellular Telephone**

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

#### **C3.4.6.6 Site Facilities required by the Engineer**

This facility must have the following;

- One office for site meetings for 10 – 12 people (approximately 20m<sup>2</sup> complete with sufficient lighting and power points. Two desks, ten chairs, one conference table and two steel filing cabinets).
- Two carports for the engineers' exclusive use, with solid sheeting, not shade cover.
- An ablution unit for his exclusive use.
- The engineer does not require a separate office for his personnel.

#### **C3.4.6.7 Storage and laboratory facilities**

The Contractor is to provide for his storage facility, and the Engineer will order the Contractor to provide laboratory facility as needed.

#### **C3.4.6.8 Other facilities and services**

None.

#### **C3.4.6.9 Vehicles and equipment**

The Contractor to provide for his own operations, however the Engineer will order the Contractor to provide more as might be needed.

#### **C3.4.6.10 Advertising rights**

Not applicable.



#### **C3.4.6.11 Notice boards**

**Two** notice boards will be supplied by the Contractor which will be erected within the construction area as per instruction of the Engineer.

#### **C3.4.7 Site usage**

Not applicable.

#### **C3.4.8 Permits and way leaves**

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

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

To be carried out with the instruction from the Engineer.

#### **C3.4.10 Inspection of adjoining properties**

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

#### **C3.4.11 Water for construction purposes**

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

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

#### **C3.4.12 Survey control and setting out of the works**

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

## **C3.5 MANAGEMENT**

### **C3.5.1. Management of the works**

#### **C3.5.1.1 Applicable Specifications**

The applicable "Standard Specifications" shall be the document "**Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005**", issued by the Executive Director: Water and Sanitation of the City of Tshwane, read together with the particular specifications and variations specified in Section C3.6, shall be applicable to this project

#### **C3.5.1.2 Concurrent Construction Contracts**

The Contractor's attention is drawn to the fact that other contiguous works may be executed concurrently by independent Contractor's under separate contracts in the vicinity of the Site.

The Contractor shall ensure that neither his operations nor those of his subcontractors nor the activities of his employees shall interfere with or hinder the operations of the Employer or of other Contractors and he shall indemnify the Employer against all claims arising through default of this requirement.

The Contractor shall hand over portions of the Site of the Works (whether completed or not), or completed portions of the Works, to these Contractors when required by the Employer or detailed elsewhere in this document. The Contractor shall cause no interference with or delays in the execution of these contiguous contracts.

No discount or commission for the Contractor is allowed on these contracts, and it will be assumed that he has fully allowed in the Contract Price for the presence of these Contractors on Site. Any service rendered or assistance given by the Contractor to these Contractors, save as are provided for in the Project Specifications, shall be for their accounts only since the Employer shall in no way be responsible to the Contractor for any payments in this respect.

The Contractor shall protect all known existing services as well as all work being carried out and structures being erected on the Site by other Contractors. Any damage caused to these services or structures, or any obstructions or hindrance caused to other contractors by the Contractor, and all claims arising there from, will be the sole responsibility of the Contractor.

All repair work shall be carried out at the Contractor's expense to the entire satisfaction of the Engineer.

The same obligations shall be imposed on the Employer and on other Contractors in respect of the Works being executed under this Contract

### **C3.5.1.3 Contractor's Project Management Plan**

The Contractor is required to prepare and submit a project management plan for the construction. The particular contents that should be included in the Contractor's Project Management Plan are listed below:

- ***Project structures and agreements***

The Contractor shall indicate how responsibility for the various work packages will be divided between joint venture partners (where applicable) and sub-contractors. A contract organogram shall be provided showing work apportionment and project management responsibilities. The particular division of work shall match the established capabilities and capacities of each particular partner or subcontractor.

- ***Plant, materials and equipment***

The Contractor shall prepare a Plant and Materials procurement plan, indicating the source of key Plant and Materials designated for inclusion in the Works, and demonstrating that such Plant and Materials have a proven track record of successful maintenance support in South Africa.

The Contractor shall also prepare a plan of Contractor's Equipment, indicating the source and details of construction equipment planned for use on the Contract and based on the Contractor's particular approach.

- ***Staffing plan***

The Contractor shall prepare a detailed staffing plan showing in an organogram all key members of the Contractor's Personnel, providing a detailed CV for each such key position. The Contractor shall also show the numbers and source of all non-key staff and indicating the particular local content offering of the Contractor.

- ***Method statements***

The Contractor shall clearly describe the overall methodology proposed for construction of the Works and include particular method statements for each work discipline included in the Works.

### **C3.5.1.4 Construction Programme**

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

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

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

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

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

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

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

#### **C3.5.1.5 Quality Assurance**

The Contractor shall institute a quality assurance system and provide experienced personnel as well as all the necessary transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times in order to comply with the requirements. The Contractor shall deliver to the Engineer, for his consideration, quality assurance programmes prior to the Contractor's appointment of any suppliers or commencement of the Works. Failure to comply with these requirements shall be just cause for the Engineer to order supervision of the Works without additional remuneration or for him to recommend termination to the Employer in terms of the Conditions of Contract.

The Contractor shall do at least the quality control tests at the frequencies specified in the Scope of Works. If the scale of the works, construction methods or any other circumstances dictates, the Contractor shall do more tests when required for quality assurance purposes.

The Contractor shall keep systematic records of the test results and all worksheets relating thereto. All test results obtained by the Contractor in the course of his process control of the Works shall be submitted to the Engineer or his Representative prior to requesting inspection of the relevant portions of the Works. Any request for inspection shall be submitted on the prescribed forms.

The employer is at liberty to carry out such tests as he deems necessary to determine compliance with the contract requirements and will make available the results of all tests to the contractor.

Acceptance control, record keeping and payment certificates shall be done in accordance with the Engineer's standard system except if the Engineer approves that the Contractor's standard system may be used.

#### **C3.5.1.6 Site Administration**

- ***Daily Site Diary***

The daily site diary shall be kept up to date by the Contractor's Site Agent and will be signed on a daily basis by the Engineer's Representative.

- **Information in Respect of Plant**

Information relating to plant on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given for each day of the month. Distinction shall be made between plant in working order and plant out-of-order. Such inventory shall be submitted by the first day of the month following the month to be reported.

- **Information in Respect of Employees**

Information relating to labour and management on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.

- **Rainfall Records**

Rainfall records for the period of construction shall be taken on Site and recorded in the daily site diary. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.

- **Extension of time on account of abnormal rainfall**

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

STATISTICAL INFORMATION: CITY OF TSHWANE			
RAINFALL			
Month	Nn = Actual number of days during the calendar months in which a rainfall of more than Y-mm has been received	Rn = monthly rainfall	Average
January	3.4	129	
February	3.2	88	
March	3.4	76	
April	1.3	44	
May	0.5	15	
June	0.1	7	

<b>July</b>	0.0	7
<b>August</b>	0.1	6
<b>September</b>	0.3	20
<b>October</b>	1.9	68
<b>November</b>	3.3	112
<b>December</b>	4.3	105
<b>TOTAL</b>	<b>21.8</b>	<b>677</b>

### **C3.5.1.7 Site Instructions**

Site instructions by the Engineer, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's Representative unless a break in the sequence of numbers is brought to the notice of the Engineer in writing immediately.

### **C3.5.1.8 Site Meetings**

The Contractor and his authorised representative shall attend all meetings held on the Site with the Employer and the professional team at dates and times to be determined by the Engineer. Such meetings will be held to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise. It is not the intention to discuss day-to-day technical matters at such meetings.

### **C3.5.1.9 Payment Certificate**

Monthly Progress Payment Certificates shall be submitted to the Engineer's Representative on Site not later than the 20th of each month (or on the last working day prior to this date) in order to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate. Each progress payment certificate shall include work executed or reasonably expected to be executed up to the 30th day of the specific month. The Engineer's Representative shall have a period of five (5) calendar days to review the draft certificate in collaboration with the Contractor. All quantity calculations and certificates submitted by the Contractor for checking shall be in accordance with the Engineer's standard site administration forms and formats as referred to in C3.5.1.5.

Upon agreement by the Engineer's Representative by not later than the 25th of each month, the certificate shall be submitted by the Contractor in a neat typed form in accordance with the prescribed format, and with the correct spelling, to the Engineer by not later than the 28th of each month (or on the first working day thereafter), together with four additional copies, for certification.

Where dayworks have been instructed by the Engineer, the Contractor shall

submit the returns to the Engineer for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Daywork returns shall be submitted on forms according to the Engineer's standard format as referred to in Section C3.5.1.5. Failure to comply with the terms of this clause will result in non-payment for such dayworks.

All costs for the preparation and submission of progress certificates shall be borne by the Contractor.

#### **C3.5.1.10 Drawings, Operation and Maintenance Manuals**

All information in the possession of the Contractor that is required by the Engineer's Representative in order to complete the As-Built drawings and to prepare a completion report for the Employer must be submitted to the Engineer's Representative before a Certificate of Practical Completion will be issued for the Works. Similarly, the Contractor will be required to submit full details of all pipes, valves, meters and specials in a suitable loose bound format, including any special operational and maintenance procedures related thereto, for incorporation in the overall operation and maintenance manual for the Scheme prior to the issue of a Certificate of Completion for the Works.

Only figured dimensions on the Drawings may be used in the interpretation thereof, and the Drawings shall not be scaled unless the Contractor is so instructed by the Engineer in writing. The Contractor shall notify the Engineer in writing of any lack of information or conflict in the information on the Drawings. The Engineer will upon written request provide any dimensions that may have been omitted from the Drawings.

#### **C3.5.1.11 Environmental Management Plan**

The Contractor shall comply with all the conditions of the Record of Decision and the Environmental Management Plan.

#### **C3.5.1.12 Community participation**

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

The functions of the PSC will be to:

- Assist in monitoring the project.



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

The PSC will not have the power to:

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

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

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

- (a) The Ward Councilors(s)
- (b) The Client
- (c) The Engineer
- (d) The Contractor
- (e) The CLO(s)
- (f) Members of Ward Committees nominated by Ward Councilors(s)
- (g) Local Security Company

The Community Liaison Officer shall manage the labour desk and will have regular meetings with the Contractor where all construction and labour matters will be addressed. Some of the role players will only attend these meetings on an ad hoc basis as needed.

The Local Security Company shall be responsible for the safekeeping of all plant, materials, construction equipment and all personnel employed on the project, 24 hour a day, seven days a week from site handover to project completion.

The following aspects will have to be clarified by the labour desk before any

person is engaged in construction work:

- Contract of Employment
- Type of Work
- Duration of appointment
- Workman's Compensation
- Tax deduction
- Insurance (UIF)
- Wages and bonus and overtime regulations
- Production pay-rate per unit of production
- Working hours
- Start and end times of a daily shift
- Lunch breaks
- Company policy regarding:
  - Rain time
  - No work no pay
  - Disciplinary policy
  - Grievance policy
- Method of payment and intervals
- Safety equipment where applicable

The appointment of any local labour under this project will be the responsibility of the main contractor. All employee/employer issues will be ruled by the statutory labour relations' regulations as well as per the relevant contractual clauses.

### **C3.5.1.13 Construction management service requirements**

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

#### **C3.5.1.13.1 General**

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

- a) comply with agreements made with the employer and the local community, if any, monitor and report on project expenditure and costs and construction progress, and co-ordinate site activities,
- b) advise, assist and train the supported contractor on the job in terms of the contract between the employer and the supported contractor and, if so required in the specification data, arrange for the supply of certain items of equipment and the supply and delivery to site of materials,
- c) remain impartial in his dealings with the employer and the supported

- contractor,
- d) engage, on behalf of and with the approval of the employer, specialist contractors to execute parts of the works and coordinate the work of supported contractors and the specialist contractors,
  - e) cooperate with other professional service providers appointed by the employer,
  - f) visit the site at appropriate intervals during the various stages of construction in order to confirm that the supported contractor is making satisfactory progress, that he shows technical competence in the execution of all aspects of the works and generally fulfils all contractual obligations,
  - g) provide continuous support to the supported contractor in order to ensure that the employer's objectives are achieved,
  - h) operate within any structured framework developed by the employer to enable interim payments to be made to supported contractors within relatively short time frames,
  - i) provide site facilities for the employer and his agents, as provided for in the specification data,
  - j) ensure the economic and efficient use of all plant and, to this end, maintain adequate records of plant usage,
  - k) maintain detailed records of all costs relating to the construction of the works including those relating to the provision of construction management services, and report to the employer at intervals not exceeding one month on the financial status of the contract, and
  - l) assist supported contractors in registering with a public body, if required, in terms of the specification data.

### **C3.5.1.14 Construction stage requirements**

#### **C3.5.1.14.1 General**

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

- a) attend site and coordination meetings conducted by the employer and his agents,
- b) arrange weekly or fortnightly site progress meetings with the supported contractor and record and distribute the minutes thereof,
- c) liaise with the employer at coordination meetings at regular, agreed intervals and keep him fully informed regarding all aspects of the supported contractors' contracts,
- d) confirm insurance arrangements, notify insurers of all claims and ensure that all insurance policies are maintained,
- e) bring to the attention of the employer without delay any deficiencies in materials or in work performed by the supported contractor and

- follow up corrective actions which might be prescribed,
- f) inspect all exposed services, report in writing any damage to the employer and, subject to the approval of the employer, take the necessary action to have the damage repaired,
  - g) implement and monitor approved security arrangements and recommend and implement changes which might be necessary, where required by the employer in terms of the specification data, arrange for the supply and erection of suitable name boards,
  - h) maintain and update the assets register,
  - i) monitor the progress of the supported contractor and submit monthly progress reports to the employer which provide information relating to,
    - i. progress in relation to the programme,
    - ii. costs incurred in respect of materials, labour, plant, transport, specialist contractors and construction management services,
    - iii. the actual cash flow compared with the predicted cash flow,
    - iv. expected savings or excess expenditure,
    - v. site meetings,
    - vi. details of plant hired, including standing-time charges, breakdowns and reasons for the use thereof, and
    - vii. details regarding the theft of materials issued to site,
  - j) coordinate and monitor the activities of the supported contractor and others involved in the works,
  - k) maintain all necessary site records and documentation including those pertaining to personnel on site, equipment, progress, deliveries of materials to supported contractors, variations to their respective contracts, quantities of work executed, etc.,
  - l) ensure that the supported contractor implements a systematic testing programme,
  - m) review and monitor the supported contractor's quality control systems,
  - n) establish and maintain a list of defects and ensure that these are remedied,
  - o) brief supported contractors on health and safety requirements, and
  - p) verify claims for payment to supported contractors and other parties in accordance with the provisions of the contract.
  - q) Provide a full-time **site agent**

### **C3.5.1.15 Advice and assistance to the supported contractor**

The construction manager shall, as a minimum,

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

### **C3.5.1.16 Training**

The construction manager shall, as a minimum,

- a) teach the supported contractors how to assess and order materials required for incorporation into the works,
- b) train, advise and guide supported contractors both in-house and on the job with regard to the following aspects of the contract:
  - the basic work techniques required to perform the contract;
  - the need to develop communication skills;
  - what is expected of a supported contractor;
  - health and safety requirements;
  - the need to execute appropriate tasks correctly the first time;
  - how to submit claims for payments;
  - how to control and motivate their work-forces;
  - the necessity for planning;
  - how to prepare and use construction programmes;
  - the relationship between tender pricing, productivity and profit; and
  - payment procedures for payments required in terms of the law, including all applicable taxes and levies, and
- c) act generally as a mentor to the supported contractor and facilitate,

when appropriate, training of the supported contractor by other organizations.

#### **C3.5.1.17 Tools and equipment**

The construction manager shall, as a minimum,

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

#### **C3.5.1.18 Materials (where materials management services are provided to supported contractors)**

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

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

quantities used in the works and issue a materials reconciliation certificate to supported contractors upon completion of the works.

### **C3.5.1.19 Post-Construction Stage Requirements**

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

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

### **C3.5.1.20 Materials management service requirements General**

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

- a) procure, store and issue materials for incorporation into the works either to the construction manager, who will deliver such materials to the place of work or directly to the supported contractor,
- b) establish a stores facility which is capable, at short notice, of supplying all the materials required for the project in a reliable, efficient and cost-effective manner,
- c) establish and implement management procedures and systems for procuring, storing, issuing and accounting for materials that
  - take cognizance of specific storage requirements for individual materials,
  - comply with the employer's procurement policies and

- procedures,
  - provide for quality checks upon delivery,
  - provide for the processing and timeous payment of statements for materials supplied and the delivery of materials to site,
  - account for the quantities of materials that are procured, stored and issued to or on behalf of each individual supported contractor,
  - ensure that records are readily auditable and protect the employer against corruption and theft, and
  - allow the employer to be informed monthly as to the status of all aspects of the materials management,
- d) ensure that all possible trade and settlement discounts are obtained and that the most favourable prices are paid for materials, and
- e) ensure that all materials purchased and issued comply fully with the employer's specifications embodied in the scope of work of the supported contractors' contract or in the contract with the employer.



CITY OF TSHWANE  
HUMAN SETTLEMENTS DEPARTMENT  
CONTRACT NO: HHS07-2021/22

## **APPOINTMENT OF CONTRACTOR FOR CONSTRUCTION OF BULK SEWER PIPE JACKING, REMEDIAL WORKS ON WATER AND SEWER RETICULATION AND CONNECTION OF STANDS AT RAMA CITY X10 FOR 18 MONTHS**

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

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

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

#### **SERIES 0: GENERAL**

##### **SECTION 001: GENERAL REQUIREMENTS AND CHARGES**

##### **SECTION 001: GENERAL REQUIREMENTS AND CHARGES**

##### **B001.01 Preliminary and General Charge**

*Add the following:*

Over and above the normal requirements as specified, provision need to be made for a permanent EPWP sign board, in addition to the Contract Name Board. EPWP branding must be part of the sign boards. These boards will remain on site after completion of the contract to indicate that the service provided was done according to the EPWP guidelines. See **Part 7: Additional Documents** for particulars about the EPWP sign board. All labourers will be required to wear EPWP branded orange overalls.

##### **Measurement and Payment:**

##### **B001.01 Preliminary and General Charge**

*Change the following:*

<b>"Item</b>	<b>Description</b>	<b>Unit</b>
B001.01.01	Fixed Charges	Lump Sum

The unit of measurements shall be lump sum over the specified contract period as set out in the contract data.

The tendered rates under sub item B001.01.01 shall represent that part of the contractor's fixed charges for the completion of the project. The number of months payable shall only be the number of months the contractor shall be employed on a project. The monthly rate will be paid per month pro-rata to the contractor's progress percentage on site.

*Change the following:*

<b>"Item</b>	<b>Description</b>	<b>Unit</b>
B001.01.02	Time Related Charges	Months

The unit of measurements shall be in months over the specified contract period as set out in the contract data.

The tendered rates under sub item B001.01.02 shall represent that part of the contractor's fixed charges for the completion of the project. The number of months payable shall only be the number of months the contractor shall be employed on a project. The monthly rate will be paid per month pro-rata to the contractor's progress percentage on site.

## **MEASUREMENT AND PAYMENT**

### **B001.03.02 Protection of services that intersect or adjoin a pipe trench.**

<b>Item</b>	<b>Unit</b>
<b>B001.03.02 Services that intersect and adjoin a trench.</b>	
Telkom and Neotel fibre-optic cable	Number (No)
Overhead electric cable (medium voltage up to 11 kV)	Number (No)
Overhead electric cable (high voltage up to 275 kV)	Number (No)
Underground electrical cables (medium voltage up to 11 kV)	Number (No)
Watermains of pipe diameters up to DN 500 mm	Number (No)
Sewer gravity mains of pipe diameters up to DN 300 mm	Number (No)
Fences	Number (No)
Stormwater pipes up to DN 600	Number (No)
5m wide gravel track	Number (No)
Stormwater channel crossings	Number (No)

Surface Road

Number (No)

The listed services that intersect and/or adjoin a trench (parallel to or at an angle between centrelines) °and lie within a plane which lies at an angle of 45° from the edge of the specified base width of the trench will be measured under this item. The unit refers to one service but where they are so grouped that they can be contained within a horizontal distance of 200mm at right angles to the axis of the service will be measured as one service. Only the services listed is measurable and payable as all other services is deemed to be included in rates elsewhere.

The rates for Items B001.03.02 above shall cover the cost of extra care in excavating the trench, protecting and maintaining the service during the period when the trench is open and any repairs necessitated by damage caused by the Contractor.

**B001.03.03 Alterations to and re-locating of existing services as well as Provisional Sum point repairs**

Where existing services, either “known” or discovered in the course of investigations are found to require alteration or re-location, the Contractor shall inform the Engineer that such alteration or re-location will be necessary. The Engineer shall then, in conjunction with the Contractor and the owner of the service, decide on the action to be taken and shall:

- a) prepare a specification of the work to be carried out and:
- b) request the Contractor to submit a quotation for the cost of the alteration and/or re-location of the relevant service.

All action taken in respect of establishing existing services, whether “known” or not, and whether requiring alteration or relocation or not, shall be carried out as far in advance of the Contractor’s operations as possible.

Where the authority concerned elects to carry out on its own account any alterations or protective measures, the Contractor shall co-operate with and allow such authority reasonable access and sufficient space and time to carry out the required work.

Permanent alterations to or permanent diversion of services necessitated by the execution of the Works and authorised by the Engineer will be paid for under the relevant Lump Sum, but no such work will be paid for if it has not been previously inspected and if written instructions have not been given.

**B001.04. Occupational Health & Safety Training**

**B001.04.01: Preparation and submission of Health and Safety plan**

*Change the following:*

“Item	Description	Unit
B001.04.01	Provision and Implementation of a Health and Safety Plan	Lump Sum

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

the act and regulations for both the main contractor and subcontractors.

Eighty per cent (80%) of the amount will be paid when an approved health and safety plan has been received by the client. A further 10% will be paid when the value of all work done, excluding escalation, exceeds one-half of the Tender Price, and the remaining 10% will be payable when the completion certificate has been issued.

**B001.04.02: Provision of a Health and Safety file**

*Change the following:*

<b>“Item</b>	<b>Description</b>	<b>Unit</b>
B001.04.02	Provision of a Health and Safety File	Lump Sum

The lump sum tendered shall include full compensation for the provision and maintenance of a health and safety file on site containing all the documentation required in terms of the act and applicable regulations for both the main contractor and subcontractors.

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

**B001.04.04: Provision of a safety officer or manager (full-time)**

*Change the following:*

<b>“Item</b>	<b>Description</b>	<b>Unit</b>
B001.04.04	Provision of a safety officer (full-time)	Months

The lump sum tendered shall include full compensation for the provision of a competent and experienced safety officer, full-time for the duration of the construction work or contract period.

The payment for a full-time safety officer will be made per month on the project.

**B001.04.01 and B001.04.02 Employee medicals and personal protective equipment**

*Change the following:*

<b>“Item</b>	<b>Description</b>	<b>Unit</b>
B001.04.08.01	Implementation of Health and Safety Obligations	Lump Sum

The tendered lump sum shall include **entry-medical screening and exit-medical screening**

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and other obligations not specifically covered here for the main contractor and subcontractors appointed on this contract.

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

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

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

<b>001.04.05</b>	<b>1.8 Safety and Health Training</b>	
B001.04.05.01	First Aider Training	L. Sum
B001.04.05.02	Scaffold Inspection Training	L. Sum
B001.04.05.03	Scaffold Erector Training	L. Sum
B001.04.05.04	Excavation Supervisor	L. Sum
B001.04.05.05	Traffic Safety Officer Training	L. Sum
B001.04.05.06	Health and Safety Representative Training	L. Sum
B001.04.05.07	Work in Confined Spaces Training	L. Sum
B001.04.05.08	Confined Space Inspector's Training	L. Sum
B001.04.05.09	Fire Fighters and Marshalls	L. Sum

The lump sum tendered shall include full compensation for the provision of training programs for the contractor’s employees and also, where applicable, for sub-contractors. Training providers should be SETA accredited and have a valid SETA accreditation certificate.

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

**Item 001.05: Community liaison officer**

Amend pay item 001.05 Community liaison officer with the following:

Item	Unit	
<b>B001.05</b>	<b>Community Liaison Officer</b>	Provisional Sum
B001.05.01	Contractor’s handling costs, profit and other charges in respect of sub item 001.05	Percentage (%)

The monthly rate shall be paid in accordance with the City of Tshwane Task level salary remuneration guidelines for the services of the Community Liaison Officer. The sum provides for any Bargaining Council salary increases which may come into effect during the implementation of the contract.

Payment shall be made in monthly instalments, upon proof of payment to the Community Liaison Officer. The rate will be based on the current salary range for that particular financial year.

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.

*Add the following pay items:*

**B001.07 Appointment of Local Security Company**

*Add the following:*

Item	Description	Unit
B001.07	Appointment of Local Security Company	Months

The rate tendered shall include full compensation for the appointment of a Local Security Company for the duration of the project and include a 10% mark-up fee for the contractor.

Payments shall be made per month pro-rata to the contractor’s progress percentage on site, upon proof of payment to the Local Security Company. Should the contractor fall behind programme attributable to the contractor’s own slow rate of progress, the contractor shall still be obligated to remunerate the Local Security Company. In the event of the construction period exceeding the tendered completion period and no extension of time been granted, the Contractor shall still pay the Local Security Company the specified remuneration, but shall not be reimbursed, therefore.

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

Item	Description	Unit
<b>B001.08</b>	<b>Contract Notice Boards</b>	No (number)

The unit of measurement shall be the number of sign boards supplied and erected on the site. The tendered rate shall include full compensation for furnishing and erection of the sign boards as detailed on the drawings, complete with supports and the dismantling and removal thereof on completion of the contract.

## **SERIES 0: GENERAL**

### **SECTION 002: ENGINEER'S ACCOMMODATION**

#### **B02 OFFICE AND LABORATORY ACCOMMODATION**

##### **Item B02.01: General Requirements and**

##### **Item B02.02: Offices**

Replace the contents of the clauses with the following:

One office facility shall be provided and furnished for the Employers Agent's Representative and maintained for the duration of the contract. The office facility shall be furnished as per drawings in Volume 2. All finishing's shall be in accordance with the above drawing and all furniture shall comply with specifications in the drawings contained in Volume 2.

Upon completion of the Works, ownership of all buildings, furnishings and equipment specified herein shall revert to the Contractor who shall remove same from Site.

##### **Item B02.03: Laboratories**

*Replace the contents of the clauses with the following:*

No laboratory building or fittings are required by the Employers Agent. The Employers Agent will arrange separately with a commercial laboratory of designate specialists to carry out all acceptance control testing, excepting for density control test and moisture content determinations. The Contractor shall remain responsible to carry out the process control testing required by the Standardised, Particular and Project Specifications.

##### Laboratory Equipment

The Contractor shall supply the following equipment for the duration of the Contract.

- A Troxler nuclear system, complete with accessories and stored in a suitable transit case as supplied by the manufacturer. A detailed description of the unit and principals of operation should be given in the manual for the nuclear instrument.
- Six concrete cube moulds, 150mm nominal size, as well as a suitable concrete cube curing basin to keep all concrete cubes submerged in water for at least 28 days.

##### **Item B02.04: Survey Equipment and assistance**

*Replace the contents of the clauses with the following:*

##### Survey Assistants



One suitably educated Survey Assistant shall be made available for the sole use of the Employers Agent's Representative for the duration of the Contract. The assistant may also be required to fulfil the function of Community Liaison Officer during the Contract should the Employers Agent consider this arrangement to be in the interests of the Employer. The Survey Assistants may therefore have to be appointed from the local communities. Transport shall be supplied for the Survey Assistant/Community Liaison Officer by the Contractor for the duration of the Contract should he be requested to do so. In such event payment will be made at scheduled dayworks rates.

#### Survey Equipment

The survey equipment listed below shall be made available and be maintained in good condition for the exclusive use of the Employers Agent or his Representative for the duration of the Contract.

(a) Automatic surveyor's level complete with tripod and leather carry case such as Zeiss N1-2 or equivalent	1 No
(b) 20-second tachometer with optical plumbob complete with tripod and leather carry case such as Sokkisha TM20C or equivalent.	1 No.
(c) Nylon-coated steel surveyor's tape 100m long and 10mm wide	1 No.
(d) 5m long steel tape	1 No.
(e) 5m long three-piece telescopic survey staves (metric double-face) complete with angle bracket level	2 No
(f) Survey books: Level	3 No.
(g) 2kg hammer with rubber handle	1 No.
(h) Steel pegs, 300mm long and 12mm dia.	120 No.
(i) Aluminium tags, 100mm long, 15mm wide and 2mm thick	120 No.
(j) Reverse polar notation pocket calculator (Hp32SII or similar)	1 No
(k) Change point	2 No
(l) Measuring wheel	1 No
(m) Tripod holders for ranging rods (heavy duty)	2 No.
(n) Optical square (Sokkisha or Wild), complete with telescopic aluminium rod and bubble	1 No.
(o) "Rabone" steel tape 10 meters long and 13mm wide	1 No.

(p) Triangular change plate with chain	2 No.
(q) 100m long 50 kg strength fish line	1 No.
(r) One-metre-long spirit level	1 No.
(s) Three metre aluminium straight edge	1 No

**B05 MEASUREMENT AND PAYMENT**

*Add the following:*

<b>Item</b>	<b>Description</b>	<b>Unit</b>
<b>B002.01.01</b>	Services for offices and laboratories	Lump Sum
<b>B002.01.02</b>	Services for ablution facilities on Site for the Employers Agent's.	Lump Sum

Payment of the lump sums tendered shall be in full compensation for the provision of the services specified. Payment will be made in four equal instalments. The first three instalments will be paid when the value of all permanent work done, excluding escalation, reaches 25%, 50% and 75% of the Tender Price. The final payment will be made when all the accommodation provided has been removed from the Site

**SERIES 1: ANCILLARY WORK**

**SECTION 102: ACCOMMODATION OF TRAFFIC**

**MEASUREMENT AND PAYMENT**

**Item 102.14: Temporary traffic-control facilities**

Amend pay item 102.14 to read as follow:

**Item B102.14: Temporary traffic-control facilities**

*Amend the following pay item to read as follow:*

<b>Item</b>	<b>Unit</b>
B102.14.02 Temporary traffic-control facilities	L. Sum
B102.14.01 Provision of flagman to control and regulate the movement of site traffic / vehicle within, going out and coming into the site.	L. Sum

The unit of measurement shall be a full day worked by flagmen. A man-day shall be deemed to comprise of a number of shifts within an 8-hour period. Shifts of 4 hours and less shall be measured as a half man-day

## **B SECTION 007: DAYWORKS**

### **B107.01 SCOPE**

This section covers the listing of daywork items in accordance with sub-clause 6.5.1.1 of the General Conditions of Contract, for the use in determining payment for work which cannot be quantified in specific units in the Pricing Schedule, or work ordered by the engineer during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the Pricing Schedule.

### **B107.02 ORDERING OF DAYWORK**

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

### **B003.03 MEASUREMENT AND PAYMENT**

<b>Item</b>		<b>Unit</b>
<b>B107.01</b>	<b>Labour during normal working hours</b>	hour (h)
<b>B107.02</b>	<b>Construction Plant</b> (Plant type size / capacity indicated)	hour (h)
<b>B107.03</b>	<b>Miscellaneous</b> (Plant type size / capacity indicated)	hour (h)
<b>B107.04</b>	<b>Special Water Control</b>	Sum

The unit of measurement for items B107.01 and B107.02 shall be the hour for the item of equipment or personnel. Non-working hours for transport breakdown, lack of operator of any other reason shall not be measured. The time shall be taken from the time that the personnel and/or equipment depart until return.

Measurement shall only be for work instructed and directed by the engineer, where the engineer considers no other appropriate rate is applicable in the Pricing Schedule. Prior to the commencement of any work by the personnel described under item B003.01 the contractor must obtain written consent from the engineer regarding their classification in terms of "unskilled", semi-skilled" and "skilled" personnel.

The tendered rates for labour under B107.01 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, Employer's contributions, additional payment for overtime where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non -mechanical plant and equipment and consumable stores, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel.

The tendered rates for plant for item B107.02 shall be an all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply only to vehicles plant and equipment nominated in writing by the engineer, for all administrative, supervisory, operative and contingent cost, and profit relating to the running of the plant.

The unit of measurement for sub-item B107.03 shall be the amounts actually paid for the procurement of materials to be purchased and shall be made in accordance with the provision of the General Conditions of Contract. Only the actual quantities of materials used, as verified by the engineer, shall be paid for.

The percentage tendered for sub-item B107.03.02 shall be the percentage of the amounts actually paid for the procurement of materials as ordered under sub-item B107.03.01 and shall be in full and final compensation in respect of the contractor's handling costs, profit and all other charges in connection with the procurement and supply of the materials to the point of usage.

The unit of measurement for item B107.04 shall be the kilometer distance that the vehicle travelled for transporting personnel and/or plant. All travelling shall be approved by the engineer.

The tendered rate for item B107.04 shall include full compensation for the cost of the vehicle including fuel, maintenance depreciation and running costs.

The above-mentioned tendered rates shall be full compensation for the various items as specified and no further profit shall be paid.

## **SERIES 3 SEWERS**

### **SECTION 302 CONSTRUCTION**

*Add the following measurement item:*

#### **B302.23 REMEDIAL WORKS ON EXISTING SEWER RETICULATION**

B302.23.01	Repair of existing sewer house connections irrespective of pipe size  (Including excavation and back filling) No.	
B302.23.02	Unblock sewer pipes of various pipeline diameter	(m).
B302.23.03	High Pressure flushing of entire sewer system to remove sediments	(m)
B302.23.04	Unblock sewer pipe using a combination of the high pressure and Rodding equipment	(m)
B302.23.05	Repair and replace, where necessary, damaged sewer pipes of various diameters	(m)
B302.23.06	Fix and replace fibre manhole cover with sewer manhole cover	No.

The tendered rate for item B302.23 shall include full compensation for the cost of the equipment hire, its operation, maintenance depreciation and running costs.

The above-mentioned tendered rates shall be full compensation for the various items as specified and no further profit shall be paid.

#### **B302.24 LEAKING / SEEPING PRECAST CONCRETE MANAHOLE**

B302.24	Remove Sand Leaking Manholes & Relay with proper jointing & seal for manhole of depth;	
B302.24.01	For excavations below 2.5m deep	No.
B302.24.02	Over 2,5 m and up to 4,0 m deep	No.
B302.24.03	Over 4,0 m and up to 5 m deep	No.
B302.24.04	Over 5,0 m and up to 10,0 m deep	No.

The tendered rate for item B302.24 shall include full compensation for the cost of the equipment hire, its operation, maintenance depreciation, running costs and all material supply. The cost of assessment of manholes to be changed has to be included in this rate with a report to be

submitted to the Engineer.

The above-mentioned tendered rates shall be full compensation for the various items as specified and no further profit shall be paid.

B302.24.05 Extra over, replacing of damaged units from the above operation for L. Sum precast manhole chambers. Sum to include all related works and material provision.

Tendered rate under B302.24.05 is to ensure that all damages that happened and are deemed to have been unavoidable are fixed within this rate. Payment of this will be subject to approval of the Engineer monitoring the works.

**SERIES 3 : SEWERS**  
**SECTION 303: TESTING**

*Add the following measurement item:*

**B302.23.04** DESIGN AND TESTING

B302.23.04.04	Other special tests that might be requested by the Engineer upon excavating open the trenches.	Provisional Sum
---------------	--	--------------------

During the assessment the Engineer identified trenches that were sagging or collapsed backfill within the bulk sewer pipeline. The contractor scope includes backfill and compaction. The compaction tests may be required by the Engineer for areas identified areas to confirm the compaction done.



## SERIES 4 WATER RETICULATION AND WATER MAINS

### SECTION 402 CONSTRUCTION

#### MEASUREMENT AND PAYMENT

*Amend the following pay item to read as follow:*

<b>Item</b>	<b>Description Unit</b>	
<b>B402.05</b>	Backfilling	m <sup>3</sup>

Supplying and placing selected backfill material under, alongside and up to 300mm above pipe barrels using Excavated material, imported material from sources provided by the Contractor. The unit measure shall be in cubic meters.

*Add the following measurement item:*

<b>B402.07.01</b>	Air Valve Chamber Maintenance	Sum
	Open existing manhole chamber, inspect for any leakage, service any chamber fittings (as may be required), fix any damages &/ leakages and re-commission for various chambers.	
<b>B402.07.02</b>	Scour Valve Chamber Maintenance	Sum
	Open existing manhole chamber, inspect for any leakage, service any chamber fittings (as may be required), fix any damages &/ leakages and re-commission for the following;	
<b>B402.07.03</b>	Rand Water Connection Chamber	Sum
	Open up the manhole chambers to the Rand Water Connection pipeline, inspect the chambers for any fittings leakages, fix and leakages, test the settings of the control valve to ensure they adhere to the design requirements and re-commission.	

*Amend the following pay item to read as follow:*

<b>Item</b>	<b>Description Unit</b>	
<b>B402.07.04</b>	Flange gate exceeding 200mm diameter	No
	Supply and install chamber complete with valve installation for	

flanged gate exceeding 200mm diameter.

**B402.07.05** Double Air Valve No

Supply and install chamber complete with double air valve installation for 80mm diameter 2 X (080RBX16 1) on 800mm diameter HDPE pipe.

**B402.07.06** Scour Valve No.

Supply and install chamber complete with scour valve installation for 800mm diameter HDPE pipe.

**B402.09.01** Leaking Fire Hydrant Prov. Sum

During assessment it was noted that some fire hydrants were leaking, and some were dry. It is not conclusive to quantify at this stage as there are several leakages in the network that are impacting on the final analysis results of the fire hydrants.

Allow for a lump sum amount to:

- Test all fire hydrants once all leakages are fixed and the system is pressure tested.
- Fix leaking fire hydrants.

*Add the following measurement item:*

Rate to include the diagnosis of what is damaged, supply and installation of required parts including commissioning.

Item	Description	Unit
<b>B402.12</b>	<b>REMEDIAL WORKS ON EXISTING WATER RETICULATION</b>	
B402.12.01	Test and repair or replace existing meter and connect as detailed in CoT standard detailed drawing - Drw 7515-W-104 for; (Including excavation and back filling)	No.
B402.12.02	Repair of leakages and replace, if necessary, the uPVC water pipes of diameters up to 250mm (including excavation and back filling)	(m)
<b>B402.12.03</b>	<b>MAIN SUPPLY LINE LEAKAGE</b>	
	Fix the leaking main supply water pipeline	Sum

Clear access to the burst pipe area, expose the existing 500mm diameter uPVC -O Class 16 pipe and fix the leakage in the 'likely' VJ Coupling pipe joint. Rate to include identification of the black conduit pipe running above the uPVC pipe, liaison with the Service Providers and likely reposition it to ensure that it does to sit directly over the pipe joint (and thus weighing it down to cause the leakage). Necessary permission from the Service Provider(s) is to be sought before this is carried out.

The rate to cover all necessary works and provision of the plant and material around the likely leaking VJ Coupling Joint. Arrangements to isolate the water pipe during the works will also be necessary.

B402.12.04 Repair of sand filled manholes and replace, if necessary, the manhole ring sealants (including excavation and back filling) (No.)

B402.12.05 Repair to damages on all units damaged by the B402.12.03 works (Sum)

**B403.02.01 Water Pressure Logging (Sum)**

Set up and data reporting one point of measure pressure, Daily monitoring and data collection.

Rate to allows for pressure logging on minimum two days one within the week and the other over weekend. Rate to include all required equipment hire and security during the logging and compilation of the report on the flow and pressure variations within the period of testing.

**B403.14.04 By-Pass System for water Provision (Sum)**

Allow for a temporal water by-pass while working on all inline valve chambers to minimise the water supply interruption while working on valve chambers in the main water supply pipeline.

Rate to allow for working confined spaces and should include all the requirements from the supply of material, installation, commissioning and decommissioning.

**SERIES 9: QUALITY CONTROL**

**SECTION B903: TESTING**

**B903.07.01 Other special tests requested by the Engineer**

Measurement and Payment

*Add the following new item:*

Item	Provisional Sum
------	-----------------

**B903.07 Independent Geotechnical Laboratory/Engineers Controls**

“For engineers commissioned tests, the Contractor shall be instructed by the Engineer to appoint an independent Geotechnical/Civil Materials Laboratory that is accredited with SANA’s (ISO/IEC17025:2017) for applicable test methods. The Independent Laboratory shall meet the following minimum requirement to be considered for appointment:

- Accredited Independent Laboratory through the Engineers Procurement Process
- Tax Compliancy at the Time of Appointment
- Minimum Level 1 BBBEE compliancy
- Company Registration with the National Treasury Department (CSD)
- Professional Indemnity of minimum R2000,000.00
- Accredited Testing Facilities within the City of Tshwane jurisdiction

The Engineer, through the services of the Contractor might require some the following tests to be conducted.

- Underground Services Detection
- Non-Destructive Testing on Concrete (manhole chambers)
- Rebar scanning (concrete manhole chamber)
- Compaction Test
- Water Flow Testing
- Water Pressure Testing
- Pressure Logging on the reticulation.

B903.07.01 Remuneration and other costs for the combined laboratory (Prov Sum)

B903.07.02 Charge on Provisional Sum under B903.07.01 Percentage (%)

Expenditure under this item will be made in accordance with the general conditions of contract.

Payment under Item B903.07 shall be made once the remuneration and other costs for the combined laboratory has been processed and signed to the satisfaction of the Engineer, but only on submission of a proof of payment by the Contractor. Payment for the remuneration and other costs for the combined laboratory will be made in the next monthly certificate.

## Section 804 PIPE JACKING AND BORING

B804.13.02	Recording of movements	Sum
B804.13.03	Brick-up ends of pipe sleeve	No.
<b>B102.01</b>	<b>Allow for Traffic Accommodation</b>	
B102.01	Accommodation of traffic and maintenance of by-passes	L. Sum

Item B804.13.03 at the edges of the sleeves there will be an opening which will need to be closed off. The rate covers an all-inclusive rate to lay the bricks to cover these openings.

Item B804.13.02 The sum item must cover all required activities to check the movement of the installed sleeves and pipes. Monitoring should be done at regular interval ensuring the remainder of the constriction period and defects liability period. Final check will be done at final inspection after the elapse of the defects liability period.

Item B102.01 The lumpsum shall include all the works required to construct the bypass as may be required to allow for the works to proceed. The sum shuls cover the construction of the bypass, its maintenance and reinstatement after the man road is opened.

The tendered sum for the accommodation of traffic and the maintenance of bypasses shall include full compensation for all general obligations and incidental items of cost necessary for the accommodation of traffic and the maintenance of bypasses and of existing roads used as bypasses, during the construction period and during the defects liability period where such items of cost are not specifically paid for under the pay items provided under this section in the Schedule of Quantities. It shall also include full compensation for traffic control, the provision of traffic signs and, where necessary, communications equipment required to regulate traffic, for the construction of temporary drainage works, excluding temporary culverts, and for the maintenance of all drainage works, arranging for the moving of services, attending to traffic problems, complying with the requirements of the Road Traffic Act and of the relevant local authorities, and for providing temporary access to properties, excluding temporary bridges.

Payment shall be made in two equal instalments in respect of each section. The first instalment shall be made when suitable bypasses have been approved for use. The second instalment shall become due when the traffic can again be accommodated on the permanent roads, all bypasses have been obliterated, all previously existing roads have been reinstated and all general obligations of the Contractor have been complied

CITY OF TSHWANE

HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: HHS 07-2023/24

**APPOINTMENT OF CONTRACTOR FOR CONSTRUCTION OF BULK SEWER PIPE JACKING, REMEDIAL WORKS ON WATER AND SEWER RETICULATION AND CONNECTION OF STANDS AT RAMA CITY X10 FOR 18 MONTHS**

**C3.7 SOCIO-ECONOMIC PLAN AND COMMUNITY PARTICIPATION AND UPLIFTMENT THROUGH PROJECTS**

## **C3.7 SOCIO-ECONOMIC PLAN AND COMMUNITY PARTICIPATION AND UPLIFTMENT THROUGH PROJECTS**

### **SOCIO-ECONOMIC PLAN AND COMMUNITY PARTICIPATION AND UPLIFTMENT THROUGH PROJECTS**

#### **C3.7 SOCIO-ECONOMIC PLAN**

The successful tenderer shall provide an economic plan which will include the job creation plan (i.e. skills required and the number for each skill). The job creation plan where applicable should include interns.

The successful tenderer shall provide details of all training to be provided, through on-site, accredited training and formal training for employees at all levels, to ensure that they enhance their competence, and are able to provide the required operation and maintenance skills across the various process streams. This shall also include SHEQ training.

The successful tenderer shall also detail the capacity building and skills transfer initiatives to be implemented so that the City can manage the facility on contract completion, in a seamless and sustainable manner.

CITY OF TSHWANE  
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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**



# APPOINTMENT OF CONTRACTOR FOR CONSTRUCTION OF BULK SEWER PIPE JACKING, REMEDIAL WORKS ON WATER AND SEWER RETICULATION AND CONNECTION OF STANDS AT RAMA CITY X10 FOR 18 MONTHS

## OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS AND BASELINE RISK ASSESSMENT

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## DEFINITIONS AND ABBREVIATIONS USED IN THE DOCUMENT

**“Acceptable risk”** A risk that has been reduced to a level that can be tolerated by the organisation having regard to its legal obligations, the ALARP principle, and its own safety policy.

**“Agent”** means any person who acts as a representative for a client.

**“ALARP”** As low as reasonably practicable. The concept of weighing the risk against the sacrifice needed to implement the measures necessary to avoid the risk. In safety and health, it is assumed that the measures should be implemented unless it can be shown that the sacrifice is grossly disproportionate to the benefit.

**“Assessment”** A systematic and documented review of the effectiveness of implementation of processes, programmes, and procedures, based on general process criteria and the professional judgement of experienced assessors.

**“At-risk behaviour”** Conduct (whether witnessed or not) that unnecessarily increases the likelihood of injury.

**“Audit”** A systematic and documented review of the effectiveness of implementation of processes, programmes, and procedures, based on general process criteria set by the organisation.

**“Change”** A departure (permanent, temporary, or incremental) from a currently established baseline, or anything that is or may be substituted for something else. This includes changes to personnel, processes, systems and equipment, technology, documents, risks, legislation, commitments, obligations, other requirements and external environmental, physical and social factors affecting or affected by the organisation.

**“Change Management”** The systematic process for dealing with change to manage safety risk.

**“Client”** means any person for whom construction work is performed.

**“Communicate”** The process of two-way dialogue which is understood by both parties.

**“Competence”** A combination of attributes such as knowledge, skills, abilities, experience, qualification and attitudes providing adequate assurance of successful performance.

**“Consequence”** Outcome or impact of an event.

**“Continual Improvement”** A recurring process of enhancing performance and safety management systems, not necessarily in all areas simultaneously, to achieve improvements in overall safety performance consistent with the safety policy.

**“Contractor”** means an employer, as defined in section 1 of the Act, who performs construction work and includes Principal Contractors, Sub-Contractors and their visitors;

**“Corrective action”** An action taken to eliminate the cause of a detected non-conformity or other undesirable situation.

**“Crisis”** An actual or potential threat to project’s long-term ability to do business due to the impact on the safety and health of its employees and Contractors or the public, the environment, operability and assets, image and reputation, or liability.

**“Critical equipment”** A piece of equipment or a structure whose failure, or failure to perform to design specification, has the potential to result in a major accident event.

**“Culture”** The whole complex of distinctive spiritual, material, intellectual and emotional features that characterise a society or social group.

**“Design data”** Any information used during, or as a record of, the development of a facility that defines the resource, process, product, equipment, operation, layout or control of the facility. This may include, but not be limited to: basis of design, process flow diagrams, piping and instrumentation drawings, models, plans, single line diagrams, isometrics, construction drawings, operating and control philosophies, layout drawings, design calculations, site data, design standards, specifications (including for feed/feedstock and product), design data, process media, materials, cause and effect diagrams, fire and safety studies, manufacturers’ data, manufacturers operating and maintenance manuals, emergency shutdown sequences and critical equipment registers.

**“Documents”** Structured units of recorded information and its supporting medium (medium can be paper, magnetic, electronic or optical disc, photograph or master sample), published or unpublished, managed as discreet units in the safety management system. Most records are documents, but not all documents are records. A document becomes a record when it is part of a business transaction, is kept as evidence of that transaction and is managed within a record-keeping system.

**“Emergency”** An abnormal occurrence that can pose a threat to the safety or health of employees, customers, or local communities, or which can cause damage to assets or the environment.

**“Employee”** “An individual who works for the Project (including for Contractor) under a contract of employment.

**“Environment”** “Surroundings in which the project operates, including air, water, land, natural resources, flora and fauna, habitats, ecosystem, biodiversity, humans (including human artefacts, culturally significant sites and social aspects) and their interaction. The environment in this context extends from within an operation to the global system.

**“Formal”** A defined method which is appropriate for the purpose intended – e.g. a defined and documented system.

**“Harm”** A significant and/or long-lasting adverse impact on people, the environment or the community.

**“Hazard”** A source, situation or act with a potential for harm in terms of human injury or ill health.

**“HAZOP”** Hazard and operability studies

**“Health and Safety file”** means a file, or other record in permanent form, containing the information required as contemplated in construction regulations 2014;

**“SHE”** Safety, Health, and Environment. Commonly used in the format SHE.

**"Health and Safety Plan"** means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

**"Health and Safety Specification"** means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons.

**"Hierarchy of Controls"** A series of controls which should be applied in the following order (a number of these options may be considered and applied individually, or in combination):

- a) Eliminate – the complete elimination of the hazard.
- b) Substitute – replacing the material or process with a less hazardous one.
- c) Redesign – redesigning the equipment or work processes.
- d) Separate – isolating the hazard by guarding or enclosing it.
- e) Administrative – providing controls such as training, procedures, etc.
- f) Personal Protective Equipment (PPE) – using properly fitted PPE where other controls are not practicable.

**"Impact"** A marked change to the health and safety of people, the environment, the community or property, whether adverse or beneficial, wholly or partially resulting from an organisation's activities, products or services.

**"Incident"** Work-related events (including accidents which give rise to injury, ill health or fatality or emergencies) that have resulted in, or has the potential to result in (i.e. a near hit), adverse consequences to people, the environment, property, reputation or a combination of these. Significant deviations from standard operating procedures are also classed as an 'incident'. On-going conditions that have the potential to result in adverse consequences are considered to be incidents.

**"Likelihood"** A description of probability or frequency, in relation to the chance that something will occur.

**"Management System"** Management processes and documentation that collectively provide a systematic framework for ensuring that tasks are performed correctly, consistently, and effectively to achieve a specified outcome and to drive continual improvement in performance.

**"Management Review"** A high level (corporate) review of management systems (and these Standards) to ensure that they remain suitable, adequate and effective, and are revised and reissued as appropriate.

**"Manager"** Any Project employee or Contractor who has other persons reporting to him or her, or who has the authority to allocate resources.

**"Mandatory"** A compulsory requirement (across all Project operations).

**"Near hit"** A near hit is any occurrence or situation which had the potential for adverse consequences to people, the environment, property, or reputation, or a combination of these.

**“Non – conformity”** Any deviation from work standards, practices, procedures, regulations, management system performance etc. that could either directly or indirectly lead to injury or illness, property damage, damage to the workplace environment, or a combination of these.

**“Organisation”** A company, corporation, firm, enterprise, authority or institution, or part or combination thereof, whether incorporated or not, public or private, that has its own functions and administration. In this context, organisation means site, operation or business.

**“Participation”** A process through which stakeholders influence and share control over initiatives, decisions and resources which affect them.

**“Performance”** Measurable results of the safety management system, related to an organisation’s control of its potential impacts, based on its safety policy, objectives, and targets.

**“Personnel”** People engaged in work for, or on behalf of the Project team, including employees, people on temporary contracts, and Contractors.

**“Policy” Statement** by an organisation of its intentions and principles in relation to its overall performance which provides a framework for action and for the setting of its objectives and targets.

**“PPE”** Personal Protective Equipment – also **PPC**, Personal Protective Clothing.

**“Preventive Action”** “An action implemented to eliminate the cause of a potential non-conformity or other undesirable potential situation.

**“Principal Contractor”** means an employer, as defined in section 1 of CR 2014 who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

**“Procedure”** “A specified way to carry out an activity or a process. Procedures may be documented or not. Procedures are mandatory to all Project operations; these documents address specific areas (e.g. risk management, incident investigation etc.) where it is important that activities are carried out consistently across the Project.

**“Product”** Articles, materials and wastes arising from the processes and activities of the site.

**“Records”** Recorded information, in any form, created or received and maintained by an organisation or person in the transaction of business or the conduct of affairs, and kept as evidence of such activity. An electronic record occurs where the above is represented in a form suitable for retrieval, processing and communication by a computer. Records are distinguished from other documentary forms such as information by their intrinsic relationship to the business or activity they represent. This relationship is essential to defining a record and is only possible when the links between content, structure and context exist. A record is created; a record cannot

be rendered. Records can include, but are not limited to, monitoring results, evidence of training, audit/self-assessment/inspection findings and calibration reports.

**“Resources”** Resources may include human resources and specialised skills, organisational infrastructure, equipment, technology and financial resources.

**“Risk Assessment”** A process of evaluating the risk(s) arising from hazard(s) taking into account the adequacy of any existing controls and deciding whether or not the risk(s) is acceptable. This is dependent upon the correct identification of the hazards and an appropriate estimation of the risks arising from them with a view to comparison with acceptable risk criteria or goals for the purposes of control or avoidance of the risk.

**“Risk Management”** The systematic approach to establishing the context of a situation, hazard identification, risk analysis, risk evaluation, determining whether the risks are acceptable, and the ongoing treatment of risks through the application of management policies, processes and procedures.

**“Risk”** A combination of the likelihood of an occurrence of a hazardous event or exposure and the severity of injury or ill health that can be caused by the event or exposure.

**“Root Cause”** The cause of the incident (not the direct cause) that, when rectified, will prevent the recurrence not just of incidents with those exact circumstances, but others with similar causes. When applied to successes, it can elicit the actions required to emulate and repeat the success. (Root cause is sometimes referred to as underlying cause.).

**“SANS”** South African National Standards

**“Scope”** Defines the boundaries within which the management system applies.

**“Significant Risk”** A risk that causes, or has the potential to cause, impact or harm that could result in a significant incident.

**“Standard”** Mandatory at all Project operations and form the basis for the development and application of management systems at all levels.

**“Supplier”** A business entity that provides goods and/or services to Project, which are integral to and utilised in/for the activities of Project.

**“System”** A set of arrangements, responsibilities, and authorities aimed at ensuring the achievement of defined outcomes.

**“Target”** Detailed performance requirements, quantified where practicable, that arise from objectives and that need to be set and met in order to achieve those objectives.



**"The Act"** means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

**"The Construction Regulations"** means – GNR. 1010 of 07 February 2014 The Construction Regulations

**"The Site"** means the site where construction work is carrying out according to Construction Regulation 3

**"Third party"** An independent party, distinct from Project employees.

**"Visible Felt Leadership"** A term describing the process of management regularly visiting the workplace and engaging with people to address safety issues.

**"Visitor"** A person, visiting the Project, who is not a Project employee or Contractor at the Project site. Not conducting any Physical Work Activity.

**"WAH"** acronym for Working at Heights

**"Workplace"** Any location in which work related activities are performed under the management control of the organisation, or where management can reasonably be expected to exercise a duty of care.

## **INTRODUCTION**

In terms of Construction Regulation 5(1) (b) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Service Provider / Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Service Provider / Principal Contractor and contractors shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 7 as well as the Health and Safety Plan for the project.

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

Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard related to the project, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan. The Health and Safety Plan shall include documented 'Method Statements of Work' detailing the key activities to be performed when performing the work in order to reduce as far as reasonably practicable, the hazards identified in the Risk Assessment.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it, however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Service Provider from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Agent and/or Client.

## **PURPOSE**

The purpose of this document is to provide health and safety information about specific project risks known by the Client, Designer and Client Agent. These risks are applicable to this project and may not necessarily be common knowledge to the Contractor. The Contractor must take this information into account and ensure that their tenders include adequate resources to deal with the matters detailed in this document. Compliance must be ensured by the Contractor and Appointed Sub- Contractor to all relevant legislation. Safeguarding of employees, sub-contractors and other persons affected by the construction activities must be ensured.

Reference should be made to the following documentation in conjunction with this safety specification (including existing surveys, drawings, and reports):

- a) Engineers Drawings
- b) Designers Input
- c) Tender Documents

Due to potentially dangerous operations being undertaken in construction, there is a possibility of incidents and accident which may lead to injuries or fatalities. In many instances non-compliances to the Occupational Health and Safety Act (OHS Act) has resulted in severe consequences for the parties involved. The Project Client is determined to ensure the highest health and safety standards throughout the Contract.

To ensure this The Project Client / Client Agent has prepared and published this document. This document should be used as a guideline for minimum levels of awareness and guidance for health and safety requirements for this Contract. The responsibility for adhering to these requirements rests with the Contractors.

Every Employer will provide and maintain, as far as reasonably practicable, a set working environment that is safe and without risk to the health of his employees. OHS Act 8 (1).

Compliance with the OHS Act and Regulations will not be limited to this specification and the definitions contained in this document.

Tenderers are expected to be conversant with the requirements and effect of health and safety legislation, in particular the Construction Regulations, 2014, and the Occupational Health and Safety Act, 85 of 1993. Provision must be made in the tender submission to comply with all legal requirements.

The Contractor's personnel will be responsible implementation all necessary legislative requirements. Document control and record systems associated with the legislation must be kept by the Contractor. This document should be used to assist them Contractor towards achieving compliance with the OHS Act.

The Specification will be implemented during construction of the works Project Client / Client Agent has control over.

This document must be used as a means of measuring performance of all parties entering into a contract with the project Client or Contractor in Occupational Health and Safety Standards.

The Project Client does not accept any liability which may result from the Contractor failing to comply with the Document; the Contractor remains responsible for achieving the required performance levels.

The successful Contractor will ensure that a Safety Plan complying with all the relevant legal requirements and this document is compiled and approved by the Client/Client Agent before commencement of Construction.

### **LIMITATIONS OF LIABILITY**

The Principal Contractor shall enter into a Mandatory Agreement with the Client, as defined in Section 37(2) of the Occupational Health and Safety ACT. The Principal Contractor shall ensure that each contractor appointed by the Principal Contractor and each sub-contractor appointed by a contractor also into a Mandatory Agreement with the Principal Contractor, as defined in Section 37(2) of the Occupational Health and Safety ACT. These agreements shall be included in the Principal Contractor's H&S File on site and be valid for the duration of the contractors' work on the construction site.

### **APPLICATION FOR CONSTRUCTION WORK PERMIT**

The Principal Contractor shall assist the Client in compiling the evidence required by the Department of Labour for the issuing of the Construction Work Permit. The Principal Contractor shall ensure that the H&S Plan presented for approvals includes:

- Evidence that the Principal Contractor made adequate provision for the cost of H&S measures
- Evidence that the Principal Contractor has the necessary competencies and resources to carry out the construction work safely.
- A copy of the Letter of appointment of the Construction Manager in terms of CR 8(1) + proof of his qualification, competence and registration where applicable.
- Proof of the registration of the Principal Contractors Health & Safety officer with the SACPCMP.

The Principal Contractor shall display the work permit number at the main site entrance. This display must be conspicuous to the satisfaction of the Department of Labour. The permit must be noticeable. The construction works can only commence once the construction work permit is issued by the Department of Labour.

### **PROJECT DETAILS**

#### **Description of Works**

This project entails the design review of design, review of bulk sewer, testing and commissioning of bulk water, water and sewer reticulation and preparation of as built at Rama City.

### **Existing Environment**

The work area is located in a residential area. Residents will have access to the area during the works. The contractor must ensure that all work areas are clearly barricaded and identified with safety warning signs. Principal contractor must ensure that he/she is aware of the requirements of OHS Act 85 of 1993 Section 9 when performing construction work at the area.

Good housekeeping practices must be enforced, and no building rubble must be left lying around, grinding activities may only be conducted in areas where screens have been placed to ensure members of the public are not exposed to hazards and risks associated with grinding activities.

No external visitors will be allowed to visit the construction area unless permission has been obtained from the Client/Client representative.

### **Baseline Risk Assessment**

Significant Risks and Hazards identified by the Client/Designer/Client Agent.

- COVID-19
- Site Establishment
- Use of local labour
- Traffic movement in and out of construction area.
- Movement of machinery, equipment and materials on and through construction area
- Use of Construction Plant and Equipment.
- Loading and offloading
- Demolition Work
- Electrical Tools
- Working close to live electricity (Lockout & Tagout)
- Working at heights
- Noise and Dust
- Manual Labour loosening and fastening items
- Manual Handling of general items
- Working with hands
- Use of ladders
- Use of Grinders
- Fire
- Hand Tools
- Hazardous Substances (Chemicals and paint)
- Pinch Points
- Ergonomics

- Housekeeping
- Personal Protective Equipment
- Management of Change
- Stacking and storage of materials in work areas.
- Snakes and other positions insects
- Portable Electrical equipment
- Pipe laying
- Backfilling
- Excavations

## **STANDARD OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**

### **Scope**

This Section covers the requirements for eliminating and mitigating incidents and within the Contract. The scope addresses minimum legal compliance, hazard and risk management, promotion of a health and safety culture amongst all parties involved in the project and those affected by the activities taking place.

Contractors employed by The Project Client / Project Agent must ensure that the provisions of the specifications are applied both on the site and all off site activities relating to this project.

The Contractor must enforce the provisions of these Specifications amongst all subcontractors and suppliers for the project.

### **General Health and Safety Provisions**

#### **Assignment of Contractor's Responsible Persons to Supervise Health & Safety**

##### ***Construction Manager CR 8(1)***

A principal contractor must in writing appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor.

Where the construction manager has not appointed assistant construction managers as contemplated in Construction Regulation 8(2) or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector, and those assistant construction managers must be regarded as having been appointed under Construction Regulation 8(2).

No construction manager appointed under Construction Regulation 8(1) may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.

A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

Competency requirements – CV with proof of more than 3 years' experience in the same position, Legal liability training, General OHS Act & Regulations training, Construction Regulations & HIRA training Certificates

***Assistant Construction Manager CR 8(2).***

A principal contractor must upon having considered the size of the project, in writing appoint one or more assistant construction managers for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation

Competency requirements – CV with proof of more than 3 years' experience in the same position, Legal liability training, General OHS Act & Regulations training, Construction Regulations & HIRA training Certificates.

***Construction Safety Officer CR 8(5).***

A contractor must, after consultation with the client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.

No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body SACPCMP approved by the Chief Inspector and has necessary competencies and resources to assist the contractor. SACPCMP registration certificate must be provided.

***Construction Supervisor CR 8(7)***

A contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor contemplated in Construction Regulation 8(7) and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of any such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties in terms of this regulation.

Where the contractor has not appointed an employee as contemplated in Construction Regulation 8(8), or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the employer to appoint the number of employees indicated by the inspector, and those employees must be regarded as having been appointed under Construction Regulation 8(8).

No construction supervisor appointed under Construction Regulation 8(7) may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated under Construction Regulation 8(7) on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

Competency requirements – CV with proof of more than 3 years' experience in the same position, Legal liability training, General OHS Act & Regulations training, Construction Regulations & HIRA training Certificates.

***Competency for Contractor's Responsible Persons***

The Contractor's responsible persons will be competent in health and safety and will have undergone Health and Safety Management Courses.

Typical courses will include, HIRA, Legal liability, Incident Investigation, Construction regulations 2014 and OHS Act training. Proof must also be provided that the relevant appointed responsible person has experience related to the work that will be conducted

Proof of competence in regard to specific work that will be conducted must also be Available, this will include all relevant registrations required to perform electrical work for both the company as well as specific employees identified to perform specialised task

**Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDACT)**

The Contractor will submit a letter of good standing with the Compensation Insurer to The Project Client / Client Agent, within 10 working days from receipt of the Letter of Acceptance from The Project Client / Client Agent. This shall be renewed as and when required so as to remain valid for the duration of the Contract "No letter of Good Standing No work"

**Occupational Health and Safety Policy**

The Contractor will submit a Health and Safety Policy drafted in line with the OHS Act 85 of 1993 section 7 requirements with the Tender, signed by the Chief Executive Officer.

**Health and Safety Organogram**

The Contractor will submit an organogram to the Client/ Client Agent, outlining the Health and Safety site team appointments as required by the OHS Act. The organogram must include the legal reference under which each person is appointed as well as the persons contact details (Cell phone number and e-mail address).



### **Risk Assessment for construction work**

A contractor must, before the commencement of any construction work and during such construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site, and must include—

- a) The identification of the risks and hazards to which persons may be exposed to;
- b) An analysis and evaluation of the risks and hazards identified based on a documented method;
- c) A documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- d) A monitoring plan; and
- e) A review plan.

A contractor must ensure that as far as is reasonably practicable, ergonomic related hazards are analyzed, evaluated and addressed in a risk assessment.

A contractor must ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and or control measures before any work commences, and thereafter at the times determined in the risk assessment monitoring and review plan of the relevant site.

A principal contractor must ensure that all contractors are informed regarding any hazard that is stipulated in the risk assessment before any work commences, and thereafter at the times that may be determined in the risk assessment monitoring and review plan of the relevant site.

A contractor must consult with the health and safety committee or, if no health and safety committee exists, with a representative trade union or representative group of employees, on the monitoring and review of the risk assessments of the relevant site.

A contractor must ensure that copies of the risk assessments of the relevant site are available on site for inspection by an inspector, the client, the client's agent, any contractor, any employee, a representative trade union, a health and safety representative or any member of the health and safety committee.

A contractor must review the relevant risk assessment—

- a) Where changes are effected to the design and or construction that result in a change to the risk profile; or
- b) When an incident has occurred

### ***Ergonomic Risk Assessment***

An employer must, before the commencement of any work that may expose employees to ergonomic risks, have an ergonomic risk assessment performed by a competent person.

The ergonomic risk assessment contemplated in paragraph (a) must be performed after consultation with the health and safety committee established in respect of a workplace under the employer's control or the health and safety representatives designated for that workplace or for different sections thereof.

The ergonomic risk assessment contemplated in sub regulation (1) must—

- a) Be conducted at intervals not exceeding two years; and include—
  - (i) A complete hazard identification;
  - (ii) The identification of all persons who may be affected by the ergonomic risks;
  - (iii) How employees may be affected by the ergonomic risks;
  - (iv) The analysis and evaluation of the ergonomic risks; and
  - (v) The prioritisation of ergonomic risks.

An employer must review the relevant ergonomic risk assessment made in accordance with sub regulation (1) if—

- a) Such assessment is no longer valid;
- b) Control measures are no longer effective;
- c) Technological or scientific advances allow for more effective control methods;
- d) There has been a change in—
  - (i) The work methods;
  - (ii) The type of work carried out; or
  - (iii) The type of equipment used to control the exposure; and
- e) An incident occurs or medical surveillance reveals an adverse health effect, where ergonomic risks are identified as a contributing factor.

A contractor must ensure that all employees under his or her control are informed, instructed, and trained by a competent person regarding any hazard and the related work procedures and or control measures before any work commences, and thereafter at the times determined in the risk assessment monitoring and review plan of the relevant site.

A principal contractor must ensure that all contractors are informed regarding any hazard that is stipulated in the risk assessment before any work commences, and thereafter at the times that may be determined in the risk assessment monitoring and review plan of the relevant site.

A contractor must consult with the health and safety committee or, if no health and safety committee exists, with a representative trade union or representative group of employees, on the monitoring and review of the risk assessments of the relevant site.

A contractor must ensure that copies of the risk assessments of the relevant site are available on site for inspection by an inspector, the client, the client's agent, any contractor, any employee, a representative trade union, a health and safety representative or any member of the health and safety committee.

A contractor must review the relevant risk assessment—

- f) Where changes are effected to the design and or construction that result in a change to the risk profile;  
or
- g) When an incident has occurred.

***Issue Based Risk Assessment***

As circumstances and needs arise, separate risk assessment will need to be conducted. An additional risk assessment will need to be conducted when for example:

- a) A new operation introduced onto site
- b) A system for work is changed
- c) After an accident or a 'near miss' has occurred

***Continuous Risk Assessment***

This should take place continually, as it forms an integral part of day-to-day management.

It should be conducted by frontline supervisors on a DSTI (Daily Safe task instruction) on site and it is essential that formal training is provided to enable the said personnel to be efficient in conducting said assessment. The Contractor must ensure that the Risk Assessment identifies the hazards present in work activities on site. This must be followed by an evaluation of the risks involved taking into account those precautions already being taken.

**Health and Safety Representative(s) Section 17**

The Contractor will ensure that a Health and Safety Representative(s) are /is elected for every 20 employees on site and trained to carry out his / her functions. The appointment must be in writing. The Health and Safety Representative will carry out regular inspection, keep records and report to the supervisor to take appropriate action. He / She will attend Health and Safety Committee Meetings. The Health and Safety Representative will be part of the team that will investigate incidents, accidents & non-conformances.

**Health and Safety Committee Section 19**

The Contractor will ensure that monthly health and safety meetings are held, and minutes are kept on record. Meetings must be organized and chaired by the Contractor's Responsible Person. The Contractor will ensure

that the *Health and Safety Representative(s)* is/are invited to attend the meeting as observer. Copies of the minutes must be made available to the Client/ Client Agent or Inspector.

### **Inductions**

All Contractor's personnel shall undergo induction before commencement of work on the Project Site. Appropriate time must be set aside for training (induction and other) of all employees. Acknowledgement of receiving and understanding the induction shall be signed by all persons receiving this induction.

Prior to induction all Contractor's personnel shall undergo a pre-employment medical examination and be confirmed fit for duty. This examination shall be arranged by the Contractor at the Contractor's cost and a copy of the medical must be available in the safety file at all times

Employees are responsible for their own Health and Safety and that of their co-workers within their work area. They shall be made aware of their responsibilities during induction and awareness sessions which include:

- Familiarising themselves with their workplaces and Health and Safety procedures;
- Working in a manner that does not endanger them or cause harm to others;
- Keeping their work area tidy;
- Reporting all incidents / accidents / occupational ill-health and near misses;
- Protecting fellow workers from injury;
- Reporting unsafe acts and unsafe conditions;
- Reporting any situation that may become dangerous;
- Carrying out lawful orders and obeying HSE rules.
- Reporting to the employer when displaying any COVID-19 symptoms while at work or at home.

The Contractor shall ensure that all Contractor's personnel undergo general work induction with regard to the approved HSE Plan, general hazards prevalent on the Project Site, Construction Risk Assessments, HSE Rules and other related aspects.

The contractor must ensure that as new employees are brought to site during the project, they must also undergo inductions before being able to perform any task on site.

Evidence of training skills and competencies shall form part of the Contractor's records. The Contractor shall ensure that all Contractors' personnel are adequately trained in the type of work / tasks to be performed. This training shall extend to include relevant procedures, Hazard Identification and Risk Assessment. Contractor's personnel shall have the appropriate qualifications and shall work under competent supervision. Copies of records of appropriate training and qualifications for all employees shall be kept and maintained.

When there is an amendment to an Act, Regulation, Contractor's HSE Requirements Document and/or HSE Plan, all affected staff shall undergo the relevant re-training.

### **Medical Surveillance Programme**

The Client will only accept medicals Conducted by Registered Occupational Health Practitioners who hold valid qualifications in occupational health (AIA Registration).

The Contractor shall ensure that all their Contractor's personnel have undergone a pre-employment medical examination and have available Annexure 3 before starting work on the Project. An exit medical examination shall be done by all employees before leaving the Project Site.

The preemployment and exit medicals shall, as a minimum, be to the standard of what is referred to as 'Red Ticket' medical fitness certification. If the contract is longer than 12 months, then this shall include an annual periodic medical. The medical certificate shall be issued before the employee commences work. If the Contractor does not provide proof of valid certificates of fitness for a Contractor's Employee, then such Contractor's Employee shall not be permitted access to the Project Site.

The medical certificate shall be renewed annually. Exit medicals shall be conducted prior to the termination of the employee's contract for / at the Project Site unless otherwise advised by the Client. The Contractor's Employees shall be issued with the required medical records to prove medical status at the time of exiting the Project Site. The Contractor shall provide a documented process for managing those employees who are issued with a conditional certificate of fitness.

### **Awareness**

The Contractor will conduct, toolbox talks twice weekly and before any hazardous work takes place. The talks will cover the relevant, daily, activity and an attendance register must be kept and signed by all attendees. A record of the content of the topic will be kept on the site health and safety file.

### **Competency**

After the Contractor has identified the training to be conducted, based on the Hazard Identification Risk Assessment (HIRA); he / she will send the relevant persons on appropriate courses and keep certificates of training for reference. The Appointed CR 8(1), CR8(7) and CR 8(8) must at minimum have attended the following training courses and have the required competency certificates

- Legal Liability
- Construction Regulations 2014
- Supervisors Safety Training
- HIRA
- Incident Investigation
- General OHS Act

### **General Record Keeping**

The contractor will keep and maintain Health and Safety records to demonstrate compliance with the Occupational Health and Safety Specification and the Act. The contractor will ensure that all records of incidents, spot fines, training etc. are kept on site. All documents will be available for inspection by The Project Client / Client Agent or Inspectors.

### **General Inspection, Monitoring and Reporting**

The Contractor will carry out daily inspections and investigate all incidents and report to The Project Client / Client Agent. The contractor will be required to keep records of all inspections and investigations which were undertaken and any other inspections and investigations by person's authorised to do so.

### **Internal Audits**

The Principal contractor's responsible Safety Officer will conduct monthly Health and Safety audits to ensure compliance with the OHS Act 85 of 1993 and Occupational Health and Safety Specification and communicate the findings to the Client Agent on a monthly basis. Records of audits must be kept, and non-conformance reported, investigated and corrective action must be taken to prevent re-occurrence.

### **External Audits**

The Project Client / Client Agent will conduct health and safety audits to ensure compliance with the Occupational Health and Safety Act 85 of 1993, Safety Specification and any relevant Health & Safety Legislation. All documentation held by the Contractor will be available for inspection. Audits and Inspections may be conducted on an ad hoc basis without informing the Contractor.

Any findings observed during these audits will be placed on an audit action plan that will show the deviation, the reason for the deviation occurring, the proposed actions that will be taken to correct the deviation, responsible person's name, proposed close out date, actual closed out date and a signature of the contractor's responsible person confirming the close out. The action plan must be submitted to the Client Agent within 3 days of receiving the audit report.

### **Emergency Procedures**

The Contractor shall develop his own emergency response plan for both work areas and office areas and submit this plan to the Client Agent for approval. The plan shall be amended as required by the Client/Client Agent. The Contractor shall ensure that all personnel are aware of and trained in the execution of the emergency plan. The procedure will detail the response plan including the following key personnel:

- a) List of key personnel,
- b) Details of emergency services,
- c) Actions or steps to be taken in the event of the emergency; and

- d) Information on hazardous materials / situations, including each material's hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

The emergency plan must also include procedure and processes to be followed in the event of electrocution as well as any other emergency situation that may occur while performing electrical works

Emergency procedures will include, but will not be limited to, COVID-19, fire, spills, accidents involving employees, use of hazardous substances, electrical shock or contact, etc. The Contractor will advise The Project Client / Client Agent in writing of any on site emergencies together with a record of action taken, within 24 hours of the emergency occurring. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

The Contractor shall be responsible for ensuring that his emergency plan is reviewed annually, and after every incident which caused the emergency plan to be activated. Any changes made shall be briefed to all persons affected.

#### **First Aid Box and First Aid Equipment**

The Contractor will appoint in writing a First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training before starting on site, or must be in possession of a valid certificate, of which copies are to be kept on site. The Contractors will provide, on site, First Aid Boxes, adequately stocked at all times, and ensure that the First Aid Box is accessible and fully controlled by a qualified First Aider. In addition, the location of these boxes must be indicated by means of Health and Safety Signage. A picture with the name and contact number of the First Aider on duty must be on displayed in all relevant areas.

#### **Accident / Incident Reporting and Investigation**

The Contractor will in addition to the prescribed requirements of the OHS Act investigate, record and report all reportable incidents. The investigations will be conducted by a qualified (Competence certificate required) person or persons who have sufficient The Contractor will in addition to the prescribed requirements of the OHS Act investigate, record and report all reportable incidents. The investigations will be conducted by a qualified competent person or persons who have sufficient knowledge to carry out an investigation. In the case of a serious injury, meaning one in which a loss of man-hours are experienced exceeding 7 days, an independent investigator must be appointed by the Contractor. All incidents on site must be reported to the Client Agent within 1 hour of occurrence by means of a telephone call or text message via cell phone. A flash report will be completed and forwarded to the Client & Client Agent within four hours of incident occurrence.

Preliminary investigations must be submitted to the Client agent within three days of incident occurring, the investigation will be reviewed, and the client agent reserves the right to request changes made to the investigation upon agreement with the contractor. In the event of section 24 and LTI investigations a final investigation report will be compiled and submitted to the Client/Client Agent with a detailed action plan

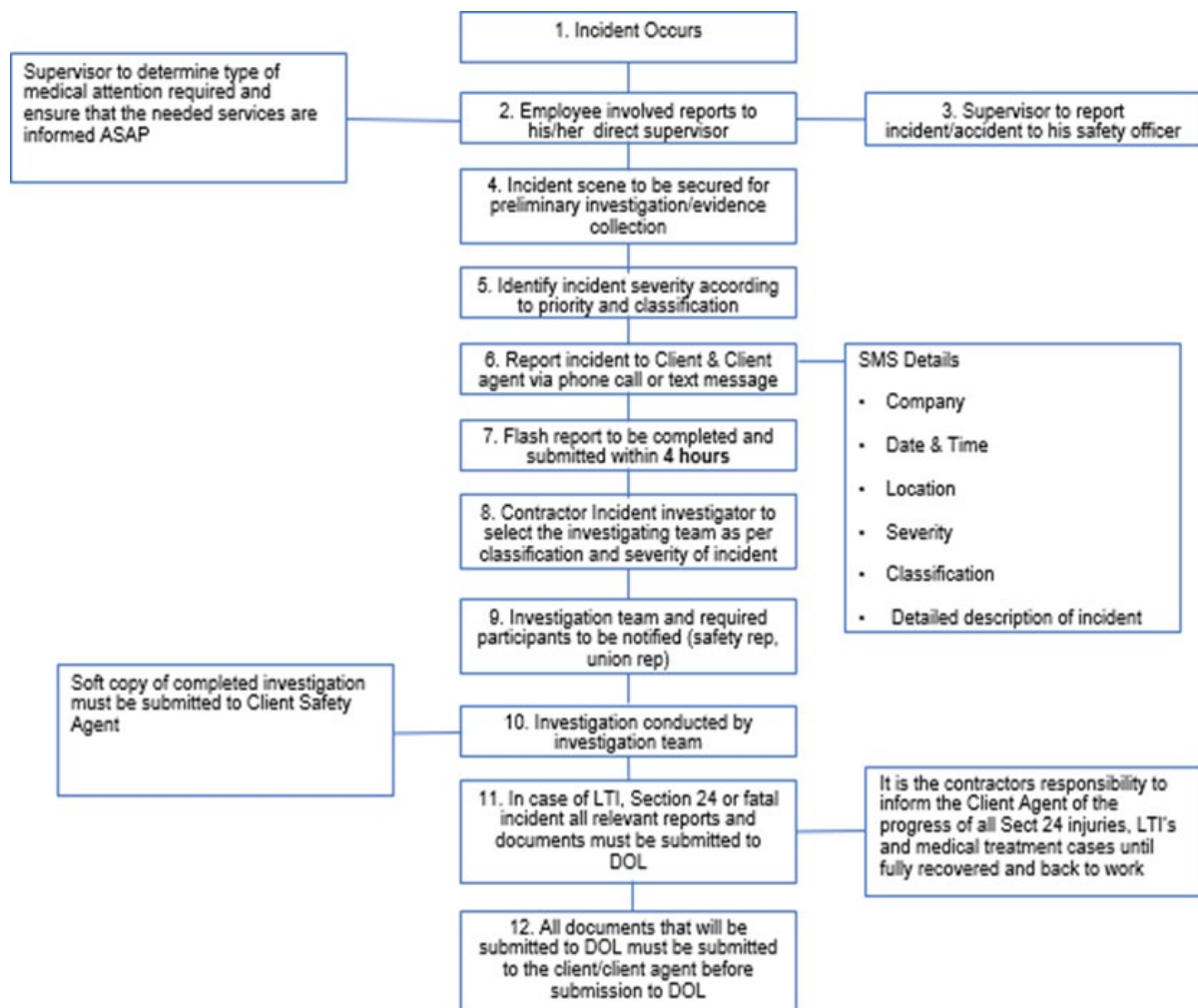
outlining precautionary measures that will be taken to prevent reoccurrences as well as any other actions needed and identified during the investigation process.

The contractor will provide to the Client & Client agent a scanned copy of the full final investigation as well as the following documents.

- Copy of the DSTI
- Copy of the risk assessment at the time of incident as well as a revised risk assessment.
- All appointments and competency certificates of supervision involved as well as injured person.
- Copy of injured person's pre-employment medical
- All medical reports e.g. First medical, follow up medicals as well as final medical and resumption report.
- Annexure 1 report of incident to department of labour
- Detailed action plan addressing all findings made during the investigation
- Proof of all close outs of findings made during the investigation
- Copies of all witness and other statements taken.
- Proof of Incident recall with all employees

Incidents will be managed according to the flow chart below:





**Hazards and Potential Situations Communication**

The Contractor will immediately notify other Contractors or Sub-contractors of any hazardous or potentially hazardous situations, which may arise during performance of the activities.

**Personal Protective Equipment (PPE) and Clothing**

The Contractor will make provision and keep adequate quantities of SABS approved PPE or clothing on site at all times. These will be analysed by means of the Risk Assessment. The contractor must ensure that a PPE survey is conducted to determine the type of PPE that will be needed and indicate which job category will need what PPE. PPE issue records must be available for all PPE issued to employees on site, ensure each employee signs for their PPE

The Contractor will clearly outline procedures to be taken when PPE or clothing is:

- a) Lost or Stolen
- b) Worn Out or Damaged

- c) When and where it must be worn or used

#### **Occupational Health and Safety Signage**

The Contractor will provide adequate on site OHS signage complying with **SANS1186 requirements**. OHS signage will include, but will not be limited to, Construction area, Hard Hat / Helmet Area; Safety Goggles, Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear Plugs / Muffs to be worn where there might be exposure over 85 dBa; Gloves; Safety Goggles; Safety Harness, etc. The Contractor will be responsible to maintain the quality and replacement of signage. Type of signage needed will be determined by the existing hazards and risks on site.

#### **Consolidated Health and Safety File**

The Contractor will in accordance with Construction Regulation 7(1)e, hand a consolidated health and safety file to the client on completion of construction work, this must include records of drawings, designs, entry/exit medicals, incident investigations, non-conformances raised or received, risk assessments as well as significant information regarding the construction of the completed structure.

#### **Contractors**

The Contractor will ensure that all Sub-contractors under his / her control are complying with the Occupational Health and Safety Specification, requirements by the Act, and any relevant legislation which may relate to the activities directly or indirectly. Each sub-contractor must sign a 37(2) agreement as well as some Construction regulations 7(1)(c)(v) contractor appointment before being allowed to perform any work.

#### **Work Stoppage due to non-conformance**

The Client Agent and the Client are entitled to stop the execution of the works and issue Nonconformance notices for serious / life threatening Health, Safety or Environmental violations. Any non-conformances / findings / observations found during audits / inspections shall, where practicable, be raised, discussed, and resolved directly with the Contractor. The conditions that can lead to work stoppages include but shall not be limited to:

- Management of change: This is when there are changes to the work environment (e.g., management / supervisory changes) and / or construction work (e.g., modifications to the design) at any phase of the construction period, and / or amendments with regards to the Clients rules and regulations and / or legislative amendments
- Unsafe acts / behaviours by Contractor's personnel;
- Unsafe conditions resulting from unforeseen hazards, changes in working procedures, unexpected weather conditions and malicious acts of vandalism. In the event of unsafe conditions being identified by any person, the process to be followed shall be:
  - ✓ The Client/Client Agent shall be informed immediately.
  - ✓ The work activity shall be stopped immediately, and conditions made as safe as possible as an interim measure.

- ✓ The affected workforce shall be removed from the work area and the Contractor shall correct the Health and Safety deficiencies by allowing only the people in the area that are competent to make the area safe.
- ✓ The Contractor shall ensure that no other work is being performed in the area during this time. The area shall be barricaded, and a sign placed with the wording “Unsafe Area – Authorized Access Only”. Where necessary guards shall be posted to prevent entry.
- ✓ The Client Agent shall review the affected parts / sections of the HSE Plan with the purpose of providing additional HSE information to the Contractor to enable the establishment of a safe working environment.
- ✓ The Contractor shall revise the relevant sections in the HSE Plan to accommodate the changes.
- ✓ The Client Agent shall review the revised provisions in the HSE Plan to ensure they are adequate and approve it before the work activity is commenced. The work activity / work area shall be subject to additional monitoring in the initial stages to ensure that safe conditions remain

Before the workforce is allowed back in the area, the Contractor shall ensure:

- The area is re-inspected by the Contractor’s HSE personnel and Construction Supervisor who shall note corrective actions taken;
- Declare the area safe for work by signing off on the “work stoppage” notice issued by The Client Agent and or the Client

### **Environmental Management**

The Contractor shall comply with all relevant published legislation

### **Occupational Safety**

#### **Excavations and Compaction**

The Principal Contractor must ensure that all excavation and compaction work is carried out under the supervision of a competent person who has been appointed in writing for that purpose. The Principal Contractor shall take cognizance of the geotechnical study pertaining to the conditions of the construction site and must plan all excavation work in accordance with the recommendations of the professional engineer.

The Principal Contractor must ensure that every excavation, including all bracing and shoring, is inspected daily, prior to the commencement of each shift and that no person enters the excavation or works in a risk zone until the excavation is assessed and declared safe.

All excavations must be left open for the minimum of time required and those that are left open on the site must be protected by a barrier or a fence of at least one meter in height as close to the excavation as is practicable. The protective barrier or fence must adequately prevent persons from falling into the excavation and barrier taping is not sufficient for this purpose

Excavation shoring and bracing, if required shall be designed by a designer appointed in writing who shall inspect and approve the installed shoring and bracing. Where persons work, inspect or test excavations, warning signs must be in place next to an excavation.

The provisions of Regulation 13 of the Construction Regulations shall be followed in every detail.

#### **Stacking of Materials**

A contractor must, in addition to compliance with the provisions for the stacking of articles in the General Safety Regulations, 2003, ensure that –

- a) A competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- b) Adequate storage areas are provided;
- c) There are demarcated storage areas; and
- d) Storage areas are kept neat and under control

#### **Housekeeping and General Safeguarding on Construction Sites**

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987, ensure that suitable housekeeping is continuously implemented on each construction site, including –

- a) The proper storage of materials and equipment;
- b) The removal of scrap, waste and debris at appropriate intervals;
- c) Ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
- d) Ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;
- e) Ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in regulation 14(6);
- f) Ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and
- g) Ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects

#### **Hazardous Chemical Substances (HCS)**

In addition to the requirements in the HCS Regulations, the principal contractor must provide proof in the Health and Safety Plan that:

- a) Material Safety Data Sheets (MSDS's) of the relevant materials / hazardous chemical substances are available prior to use by the contractor. Mention should be made how the principal contractor is going to act according to special/unique requirements made in the relevant MSDS's. All MSDS's will be available for inspection by the agent at all times.
- b) How the relevant HCS's are being/going to be controlled by referring to:
  - (i) Limiting the amount of HCS
  - (ii) Limiting the number of employees
  - (iii) Limiting the period of exposure
  - (iv) Substituting the HCS
  - (v) Using engineering controls
  - (vi) Using appropriate written work procedures
- c) The correct PPE is being used.
- d) HCS are stored and transported according to SABS 072 and 0228.
- e) Training with regards to these regulations was given.

The H&S plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable). The First Aider must be made aware of the MSDS and how to treat HCS incidents appropriately

#### **Noise Induced Hearing Loss**

Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan. The Contractor must be able to:

- a) Proof of training with regards to these regulations.
- b) That monitoring carried out by an AIA and done according to SABS 083.
- c) Medical surveillance programme is established and maintained for the necessary employees.
- d) Control of noise by means of:
  - (i) Engineering methods considered
  - (ii) Admin control considered
  - (iii) Personal protective equipment considered/decided on
  - (iv) Describe how records are going to be kept for 40 years

#### **Fire Fighting Equipment & Fire Safety**

The Contractor will provide adequate, regularly serviced fire extinguishers located at strategic points on site. The Contractor will keep spare serviced portable fire extinguishers. The Contractor will have adequate persons trained or competent to use the Fire Fighting Equipment. Safety signage will be posted; indicating locations of fire extinguishers.

### **Fire Safety**

The Contractor shall develop fire safety and evacuation procedures for any area under his control prior to the commencement of any work thereon. The procedure shall take into consideration the size of the area, types of work being done (e.g. cutting, welding, grinding, etc.), amount of combustible materials present etc. It shall take account of any hot work permit arrangements and all other applicable fire and evacuation procedures. All Contractor's personnel entering and working on the Project Site, shall be trained in fire safety and emergency evacuation and any other duties they are required to perform e.g. Fire Warden.

Existing fire management systems in buildings shall be maintained during construction whenever possible. Any changes shall be approved by the Client before implementation

### **Hired Plant and Machinery**

The contractor will ensure that any hired plant and machinery brought to site is safe for use. The necessary requirements as stipulated by the OHS Act as well as those that are stipulated by this Occupational Health and Safety Specification, will apply. Health and Safety Induction is to be conducted with any hire plant or machinery operators and attendance of appropriate toolbox talks ensured. All operators of hired plant or machinery must be in possession of valid operator's certificates and medical certificates of fitness, as per requirement by the OHS Act.

### **Portable Electrical Tools / Explosive Power Tools**

A contractor must, in addition to compliance with the Electrical Installation Regulations, 2009, and the Electrical Machinery Regulations, 1988, promulgated by Government Notice No. R. 1593 of 12 August 1988, ensure that

–

- a) Before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- b) All parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- c) The control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- d) All temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
- e) All electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

## **High Voltage Electrical Equipment & Electrical Regulations**

### ***High Voltage Electrical Equipment***

The Contractor will ensure that, where the work is under, on or near high-voltage electrical equipment the Electrical Regulations, together with safety instructions (Regulations of the Owner of the Equipment) are complied with. Such equipment includes: -

- Eskom and the Local Authority equipment
- The Contractor's own power supply; and
- Electrical equipment being installed but not yet taken over from a Contractor by The Project Client / Client Agent

### **Public Health and Safety**

The Contractor will ensure that each person working on or visiting a site, and the surrounding community, will be made aware of the dangers likely to arise from on-site activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage will be posted at all times. No visitor will be allowed to be on site without permission of the Construction Supervisor or his/her Assistant. All visitors must complete a visitors register, which should include the name, reason for visit and contact detail of said person. Members of the public will not be allowed to enter the work site as this will be a high risk activity.

Both the Project Client / Client Agent and the Contractor have a duty in terms of the OHS Act to do all that is reasonably practicable to prevent members of the public and others being affected by the construction processes to be aware and put preventative measure in place. The public or visitors will go through a brief health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks. All visitors must complete a register, which should include the name, reason for visit and contact detail of said person.

Construction vehicles, plant equipment and machinery will be moved through a residential area to reach the construction site, therefore needed precautions must be taken to ensure the safety of all road users as well as pedestrians. Consideration must also be given to the fact there is a primary school in the general vicinity of the construction site.

### **Facilities for Safekeeping and Eating Area (Mess Room) for workers**

There will be a temporary structure to serve as a mess room or eating area

### **Fall Protection**

A contractor must –

- a) Designate a competent person to be responsible for the preparation of a fall protection plan;

- b) Ensure that the fall protection plan contemplated in paragraph (a) is implemented, amended where and when necessary and maintained as required; and
- c) Take steps to ensure continued adherence to the fall protection plan.

A fall protection plan contemplated in Construction Regulation 10(1), must include –

- a) A risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
- b) The processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
- c) A programme for the training of employees working from a fall risk position and the records thereof
- d) The procedure addressing the inspection, testing and maintenance of all fall protection equipment; and

A contractor must ensure that a construction manager appointed under regulation 8(1) is in possession of the most recently updated version of the fall protection plan.

A contractor must ensure that –

- a) No person is required to work in a fall risk position, unless such work is performed safely as contemplated in construction regulation 10(2);
- b) Fall prevention and fall arrest equipment are -
  - (i) Approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and
  - (ii) (ii) securely attached to a structure or plant, and the structure or plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who could fall; and
- c) Fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.

### **Health and Occupational Hygiene**

Systems, plans and programmes are established and implemented to identify, analyse, evaluate, treat, so far as reasonably practicable, and enhance the health and well-being of workers, Contractors and visitors, through providing a workplace that is free from significant occupational health and hygiene hazards. Public health risks affecting our people and the communities associated with our operations (including HIV and AIDS, malaria and tuberculosis) are identified and initiatives are implemented to mitigate these in partnership with appropriate stakeholders.

### **Hygiene Facilities (Construction Welfare Facilities (Construction Reg. 30)**

- a) Notwithstanding the construction site provisions contained in the Facilities Regulations promulgated by Government Notice No. R.1593 of 12 August 1988, as amended, a Contractor shall, depending on



the number of workers and the duration of the work, provide at or within reasonable access of every Construction Site, the following clean and maintained facilities –

- at least one sanitary facility for every 30 workers;
  - changing facilities for each sex; and
  - sheltered eating areas
- b) A Contractor shall provide reasonable and suitable living accommodation for the workers at Construction Sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available. This shall be in accordance with the National Building Regulations and Requirements.
- c) The facilities shall be kept clean and odourless at all times.
- d) No worker shall pollute the working environment with faeces or urine, nor want only misuse or foul any latrine. This will be regarded as instant removal from the project site.
- e) The Contractor shall ensure sufficient Hand Wash Facilities are provided with soap and hand towel at eating areas and sanitation and ablution facilities.

The provisions of Regulation 2, 3, 4, 6, 7, 9 of the Facilities Regulations shall be followed in every detail

#### **First Aid Boxes**

Contents: OH&S Act – General Safety Regulation 3

- a) To be provided with contents as per minimum legal requirements. Boxes shall be provided in all working areas and kept locked. Record to be kept, in an appropriate register of all treatment done. (SABS 1186 approved signs to indicate location of First Aid Boxes).
- b) Remote working areas or activities shall have a First Aid Box available with a valid First Aider as part of the working team. The level of First Aider will depend on the type of work performed and as indicated on the RA controls. Preferably a level two First Aider.

#### **Emergency Numbers**

- a) Comply with Emergency Procedure.
- b) A list with emergency numbers to be posted in every office. Provide workers with stickers to place inside their hardhats with emergency numbers printed on stickers.

#### **Intoxicating Liquor or Drugs**

Compliance: OH&S Act – General Administrative Regulation 10

- a) Any person found on the site or attempting to enter site, in possession of or consuming intoxicating liquor or illegal drugs or considered unfit for work from the apparent influence of intoxicating liquor or illegal drugs or prescription drugs, shall be removed from the site.
- b) The site alcohol limit for intoxication is set on 0.00 to complement our vision of Zero Tolerance.

#### **Manual Handling of Materials**

Manual Handling Procedure

- a) Contractors shall ensure that no employee is required or permitted to lift or move by hand any heavy object that is likely to cause injury or harm.
- b) The Contractor shall ensure that all manual handling activities are limited to such an extent that only where it is impractical to use mechanical support, manual handling will be used.
- c) The Contractor shall ensure to limit weight ratio to maximum of 25kg per person not exceeding 1/3 of his total body mass.
- d) The Contractor shall ensure that a proper risk assessment is conducted to identify all potential hazards pertaining to manual handling operations taken in account the complexity of the operation or equipment, the distance to travel, nip points, body posture, and climate including condition of access ways.
- e) The Contractor shall ensure communication of all potential hazards and requirements to employees.

#### **Cranes And Lifting Operations**

The Principal Contractor must ensure the cranes used are:

- Are designed and erected under the supervision of a competent person;
- A relevant risk assessment and method statement are developed and applied;
- The effects of wind forces on the crane are taken into consideration and that a wind speed device is fitted that provides the operator with an audible warning when the wind speed exceeds the design engineer's specification.

**OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION REQUIREMENTS FOR CONSTRUCTION**

**ANNEXURE A**

Construction Permit	To be completed and logged with the Department of Labour	Before commencement on site
Assignment of Responsible Person to Manage Building Work	All relevant appointments as per OHS Act	Before commencement on site
Assignment of Responsible Person to Supervise Construction Work	All relevant appointments as per OHS Act	Before commencement on site
Medical Certificates of Fitness for all personnel on site	As per specifications and OHS Act	Before commencement on site
Competency for Responsible Persons	As per specifications and OHS Act	Before commencement on site
Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Before commencement on site and during construction period
Occupational Health and Safety Policy	Contractor's Responsibility	At tender stage
Health and Safety Organogram.	Contractor's Responsibility	Before commencement on site
Health & Safety Representative	Section 17 OHS Act	Submit as soon as there are more than 20 employees on site

## ANNEXURE B: SAFETY FILE REQUIREMENTS

The contractor will comply and not be limited to the following requirements:

Item	Description
1.	OHS Act section 37.2 Mandatory Agreement & CR 5(1)(k) Principal Contractor Appointment
2.	EHS Plan <i>(Approved by Client as well as contractor responsible person)</i>
3.	Contractor Policies & COVID-19 Policy <i>(As well as proof of communication to employees)</i>
4.	Scope of Work & <i>Letter of award of contract</i>
5.	Contractor Public Liability Insurance Cover (Proof of cover and policy number)
6.	Construction Work Permit
7.	Client SHE Specifications <i>(Proof of communication to Construction Manager &amp; Supervision)</i>
8.	Letter of Good Standing with a Licenced Compensation Commissioner (COID)
9.	Organisation Structure <i>(Must indicate legal appointment reference, contact number as well as e-mail address where applicable)</i>
10.	Fall Protection Plan
11.	Induction <i>(Copy of training material and proof of training COVID-19 Included)</i>
12.	Risk Assessments including Baseline Risk assessment <i>(Approved risk assessment by contractor and Agent as well as proof of communication to all employees)</i>
13.	Area Emergency Plan site specific <i>(Proof of communication to employees)</i>
14.	All Safe work procedures relevant to tasks that will be performed tasks identified as medium and high-risk activities during risk assessment process
15.	Appointments Letters <i>(Copy of legal appointments and competency/CV/Certificates)</i>
16.	Site Specific Audits and Internal Audits/Inspection Arrangements <i>(Client as well as internal)</i>
17.	Personal Protective Equipment <i>(Proof of issue as well as monthly inspections by supervision)</i>
18.	Workers Welfare Facilities & Waste Management <i>(Plot plan and inspections)</i>
19.	Toolbox Talks <i>(Topics and proof of communication)</i>
20.	Site EHS Meetings Arrangements
21.	Equipment/Tools Inspections Checklist/Registers
22.	Incident Investigations
23.	Medical Surveillance Certificates <i>(List of employees on site indicating medical status "Fit for work &amp; Medical restrictions) Copies of ID's included</i>
24.	Copy of the Act & WCL2 Forms
25.	MSDS'S of all chemicals that will be used on site (16 Point MSDS as required by law)
26.	Wayleaves and permits

**ANNEXURE C: BASELINE RISK ASSESSMENT**

HHS 07-2023/24 TENDER FOR APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF BULK SEWER PIPE JACKING, REMEDIAL WORKS ON WATER AND SEWER RETICULATION AND CONNECTION OF STANDS AT RAMA CITY X10 FOR 18 MONTHS  
 Part C3: Scope of Work

Unique ID	Hazard	Risk Associated with Hazard	Consequences	Risk Owner(s) Name and Role	Probability	Impact	Risk Rating	Control(s)	Control Owner(s) Name and Role	Residual Probability	Residual Impact	Residual Risk Rating
<b>PRE-CONSTRUCTION: FILE APPROVAL AND ADMINISTRATIVE REQUIREMENTS</b>												
1	No file approval as per OHS requirements and Client specifications	<ul style="list-style-type: none"> <li>• Work commencing prior to file being available and approved</li> <li>• No valid registration with COID</li> <li>• Expired documentation (e.g., competencies, equipment load test, medicals)</li> <li>• Documentation not available or approved as per required Client Spec and OHS Act and Regulations</li> </ul>	<ul style="list-style-type: none"> <li>• Construction delays</li> <li>• Penalties</li> <li>• Contravention notice from DOL</li> </ul>	<ul style="list-style-type: none"> <li>• Client</li> <li>• Project Manager</li> <li>• Appointed OHS Consultant</li> <li>• Principal Contractor</li> </ul>	High	Very High	Critical	<ul style="list-style-type: none"> <li>• No work commencing until approval has been signed off.</li> <li>• Client Health and Safety Specification</li> <li>• Baseline Risk Assessment</li> <li>• Site conditions evaluation</li> </ul>	<ul style="list-style-type: none"> <li>• Client</li> <li>• Project Manager</li> <li>• Appointed OHS Consultant</li> <li>• Principal Contractor</li> </ul>	Low	Low	Sustainable

HHS 07-2023/24 TENDER FOR APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF BULK SEWER PIPE JACKING, REMEDIAL WORKS ON WATER AND SEWER RETICULATION AND CONNECTION OF STANDS AT RAMA CITY X10 FOR 18 MONTHS  
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Unique ID	Hazard	Risk Associated with Hazard	Consequences	Risk Owner(s) Name and Role	Probability	Impact	Risk Rating	Control(s)	Control Owner(s) Name and Role	Residual Probability	Residual Impact	Residual Risk Rating
2	Legal appointments and competency	<ul style="list-style-type: none"> <li>• Employees appointed not in possession of required or valid competencies as per Client Spec and the OHS Act and Regulations</li> <li>• Appointment not as per legal requirements</li> <li>• Lack of experience for appointed positions</li> </ul>	<ul style="list-style-type: none"> <li>• Construction delays</li> <li>• Penalties</li> <li>• Contravention notice from DOL</li> </ul>	<ul style="list-style-type: none"> <li>• Client</li> <li>• Project Manager</li> <li>• Appointed OHS Consultant</li> <li>• Principal Contractor</li> </ul>	High	High	Critical	<ul style="list-style-type: none"> <li>• No work commencement until approval has been signed off.</li> <li>• Client Health and Safety Specification</li> <li>• Baseline Risk Assessment</li> </ul>	<ul style="list-style-type: none"> <li>• Client</li> <li>• Project Manager</li> <li>• Appointed OHS Consultant</li> <li>• Principal Contractor</li> </ul>	Low	Low	Sustainable
3	Required legal documentation as per OHS Act and Regulations	<ul style="list-style-type: none"> <li>• Documentation does not site specific</li> <li>• Policies and procedure not in place and approved</li> <li>• Employees not trained in policies and procedures and legal requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Construction delays</li> <li>• Penalties</li> <li>• Contravention notice from DOL</li> </ul>	<ul style="list-style-type: none"> <li>• Client</li> <li>• Project Manager</li> <li>• Appointed OHS Consultant</li> <li>• Principal Contractor</li> </ul>	High	High	Critical	<ul style="list-style-type: none"> <li>• No work commencement until approval has been signed off.</li> <li>• Client Health and Safety</li> </ul>	<ul style="list-style-type: none"> <li>• Client</li> <li>• Project Manager</li> <li>• Appointed OHS Consultant</li> <li>• Principal Contractor</li> </ul>	Low	Low	Sustainable

HHS 07-2023/24 TENDER FOR APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF BULK SEWER PIPE JACKING, REMEDIAL WORKS ON WATER AND SEWER RETICULATION AND CONNECTION OF STANDS AT RAMA CITY X10 FOR 18 MONTHS  
 Part C3: Scope of Work

Unique ID	Hazard	Risk Associated with Hazard	Consequences	Risk Owner(s) Name and Role	Probability	Impact	Risk Rating	Control(s)	Control Owner(s) Name and Role	Residual Probability	Residual Impact	Residual Risk Rating
								Specification •Baseline Risk Assessment • Training needs analysis to be conducted by contractors •Communication of required documentation	Contractor			
4	Risk identification	<ul style="list-style-type: none"> <li>•Method of works not site specific</li> <li>•Risk identification not in place or conducted</li> <li>•Risk identification not site specific</li> <li>•Risk controls not sufficient</li> <li>•Risk assessor not</li> </ul>	<ul style="list-style-type: none"> <li>•Construction delays</li> <li>•Penalties</li> <li>•Contravention notice from DOL</li> </ul>	<ul style="list-style-type: none"> <li>•Client</li> <li>•Project Manager</li> <li>•Appointed OHS Consultant</li> <li>•Principal Contractor</li> </ul>	Very High	Very High	Critical	<ul style="list-style-type: none"> <li>•No work commencement until approval has been signed off.</li> <li>•Client Health and</li> </ul>	<ul style="list-style-type: none"> <li>•Client</li> <li>• Project Manager</li> <li>•Appointed OHS Consultant</li> <li>•Principal</li> </ul>	Low	Very Low	Sustainable



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		competent <ul style="list-style-type: none"> <li>Continuous risk evaluation not conducted</li> </ul>		<ul style="list-style-type: none"> <li>Risk Assessor</li> </ul>				Safety Specification <ul style="list-style-type: none"> <li>Baseline Risk Assessment</li> <li>Method statement of tasks</li> <li>Site conditions evaluation</li> </ul>	Contractor <ul style="list-style-type: none"> <li>Risk Assessor</li> </ul>			

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5	Induction and medical certificate of fitness	<ul style="list-style-type: none"> <li>•Employees entering the site not being inducted</li> <li>•Visitors entering site not being inducted / signing visitors induction form</li> <li>•Induction being conducted on employees without them being in possession of a valid medical certificate of fitness in form of annexure 3. The medical must be conducted by a register OccupationalHealth Practitioner</li> <li>•Construction vehicles and mobile plant operators entering the site without being inducted</li> <li>•Driver or delivery vehicles not made aware of the specific site conditions</li> </ul>	<ul style="list-style-type: none"> <li>•Construction delay</li> <li>•Penalties</li> <li>•Contravention notice from DOL</li> </ul>	<ul style="list-style-type: none"> <li>• Client</li> <li>• Project Manager</li> <li>•Appointed OHS Consultant</li> <li>•Principal Contractor</li> </ul>	High	High	Critical	<ul style="list-style-type: none"> <li>• Site induction can only be done with an employee if the required up to date medical is presented at the induction</li> <li>•Medical fitness certificates must be validated by the principal contractor to ensure adherence to minimum requirements and validity</li> </ul>	<ul style="list-style-type: none"> <li>• Client</li> <li>•Project Manager</li> <li>•Appointed OHS Consultant</li> <li>•Principal Contractor</li> </ul>	Low	Very Low	Sustainable

Unique ID	Hazard	Risk Associated with Hazard	Consequences	Risk Owner(s) Name and Role	Probability	Impact	Risk Rating	Control(s)	Control Owner(s) Name and Role	Residual Probability	Residual Impact	Residual Risk Rating
		<ul style="list-style-type: none"> <li>•Employees being inducted without valid work permits / certified</li> </ul>						of the document <ul style="list-style-type: none"> <li>• Each person's ID or valid work permit must be inspected before induction can be allowed on site for the individual.</li> </ul>				
<b>SITE ESTABLISHMENT</b>												
1	Security	<ul style="list-style-type: none"> <li>• No security in place at entrances to construction site</li> </ul>	<ul style="list-style-type: none"> <li>•Unauthorized entry to site</li> <li>•Injuries to</li> </ul>	<ul style="list-style-type: none"> <li>•Construction Manager</li> <li>• Project Manager</li> </ul>	High	Medium	Severe	<ul style="list-style-type: none"> <li>• The principal contractor must appoint</li> </ul>	<ul style="list-style-type: none"> <li>•Construction Manager</li> </ul>	Medium	Low	Moderate

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Unique ID	Hazard	Risk Associated with Hazard	Consequences	Risk Owner(s) Name and Role	Probability	Impact	Risk Rating	Control(s)	Control Owner(s) Name and Role	Residual Probability	Residual Impact	Residual Risk Rating
			unauthorized people on site •Theft of materials and equipment					full time security personnel to control the access onto the site at all times • Dedicated access control sign books to be available for visitors sign ins.	• Project Manager			

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Unique ID	Hazard	Risk Associated with Hazard	Consequences	Risk Owner(s) Name and Role	Probability	Impact	Risk Rating	Control(s)	Control Owner(s) Name and Role	Residual Probability	Residual Impact	Residual Risk Rating
2	Offloading heavy equipment and containers with mobile cranes.	<ul style="list-style-type: none"> <li>Defective mobile crane can cause accidents</li> <li>Damage lifting tackle</li> <li>Unsecure offloading area could cause accidents</li> <li>Damage to property</li> </ul>	<ul style="list-style-type: none"> <li>Serious injury and fatalities</li> <li>Standing time</li> <li>Lost time injuries</li> <li>1st Aid medical treatment cases</li> <li>Financial implications</li> </ul>	<ul style="list-style-type: none"> <li>Construction Supervisor</li> <li>Lifting tackle Inspector</li> <li>Construction OHS officer</li> </ul>	Very High	High	Critical	<ul style="list-style-type: none"> <li>All lifting equipment including the mobile crane must be checked before allowed on site.</li> <li>Ensure that the correct mobile crane to be used for the offloading process.</li> <li>Safe Working Load must be clearly displayed on the crane.</li> </ul>	<ul style="list-style-type: none"> <li>Construction Supervisor</li> <li>Lifting tackle Inspector</li> <li>Construction OHS officer</li> </ul>	Medium	Medium	Moderate

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								<ul style="list-style-type: none"> <li>• Load test certificate will be submitted to the client.</li> <li>• Rope and or sling certificates must be submitted to the client.</li> <li>• Only competent operators will be allowed to operate the mobile crane.</li> <li>• Daily checks as per checklist by operator.</li> </ul>				

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								<ul style="list-style-type: none"> <li>•Should a service provider be used these documentations must be approved by the principal contractor's OHS Officer.</li> <li>• Copies must be put on the OHS file</li> <li>• Lifting tackle to be inspected daily.</li> <li>• Material to be stacked on firm and</li> </ul>				

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Unique ID	Hazard	Risk Associated with Hazard	Consequences	Risk Owner(s) Name and Role	Probability	Impact	Risk Rating	Control(s)	Control Owner(s) Name and Role	Residual Probability	Residual Impact	Residual Risk Rating
								level ground. •Stacking to be supervised by a competent supervisor. • Adequate storage area to be provided				



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3	Housekeeping	<ul style="list-style-type: none"> <li>Inadequate storing facilities.</li> <li>Damage to material and equipment.</li> <li>Accumulation of waste.</li> <li>Environment pollution.</li> <li>Facilities for employees.</li> <li>Electrical installations</li> </ul>	<ul style="list-style-type: none"> <li>Serious injuries</li> <li>Electrocution</li> <li>Environmental impact</li> <li>Personal injuries</li> <li>Lost time in production</li> <li>Damage to equipment and material.</li> <li>Injuries to occupants and visitors</li> </ul>	<ul style="list-style-type: none"> <li>Construction Supervisor</li> <li>Safety Officer</li> <li>Qualified Electrician.</li> </ul>	High	Medium	Severe	<ul style="list-style-type: none"> <li>Use site establishment checklist to ensure compliance with all items</li> <li>Toilet facilities &amp; staff welfare as per Construction Reg 2014</li> <li>Toilets 1:30(regular service)</li> <li>Correct storing facilities for hazardous chemicals</li> <li>Correct signage for</li> </ul>	<ul style="list-style-type: none"> <li>Construction Supervisor</li> <li>Safety Officer</li> <li>Qualified Electrician.</li> </ul>	Very Low	Low	Sustainable

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								all storage of hazardous materials <ul style="list-style-type: none"> <li>• Proper storing facilities for tool and equipment.</li> <li>• Adequate waste bins available.</li> <li>• Regular cleaning of these bins</li> <li>•Waste recycling is encouraged</li> <li>•A COC certificate for temporary electrical installations</li> </ul>				

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								by a register competent electrician.				
<b>CONSTRUCTION PHASE</b>												
1	Stacking and storage	Sub-standard / unsafe stacking practices	<ul style="list-style-type: none"> <li>•Property Damage</li> <li>•Physical Injuries</li> <li>•Fatality</li> </ul>	<ul style="list-style-type: none"> <li>•Construction Supervisor</li> <li>•Safety Officer</li> <li>•Stacking Supervisor</li> </ul>	High	High	Critical	<ul style="list-style-type: none"> <li>• Designated areas for stacking to be identified and stacking and storage supervisor to monitor.</li> <li>• Training to</li> </ul>	<ul style="list-style-type: none"> <li>• Construction Supervisor</li> <li>•Safety Officer</li> <li>•Stacking</li> </ul>	Medium	Low	Moderate

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								be provided on stacking and storage in through toolbox talks and DSTI's. <ul style="list-style-type: none"> <li>• Inspections to be carried out and unsafe equipment to be removed from the premises.</li> <li>• Stacking and storage supervisor to monitor and enforce safe stacking procedures.</li> <li>• Good</li> </ul>	Supervisor			

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								housekeeping to be ensured through daily inspections which will be conducted twice a day.				
2	Electrical equipment	Electrical fire and electrocution	<ul style="list-style-type: none"> <li>•Fire</li> <li>•Burns</li> <li>•Physical Injuries</li> <li>•Fatality</li> </ul>	<ul style="list-style-type: none"> <li>•Construction Supervisor</li> <li>•Safety Officer</li> <li>•Portable Electrical Inspector</li> <li>•Site Electrician</li> </ul>	High	High	Critical	<ul style="list-style-type: none"> <li>• PTOs to be conducted by Management / Supervisor and Safety officer.</li> <li>• All DSTI and risk assessments and SWP to be communicated to all workers</li> </ul>	<ul style="list-style-type: none"> <li>•Construction Supervisor</li> <li>•Safety Officer</li> <li>•Portable Electrical Inspector</li> <li>•Site Electrician</li> </ul>	Medium	Very Low	Sustainable

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								proof to be kept in SD file. • Appointed Portable electrical tool inspector will do daily check register and proof will be kept on record. Any deviations on the check list will be reported to Client's management / Supervisors to be actioned				

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3	Use of hand tools	Sub-standard hand tools used on site	<ul style="list-style-type: none"> <li>•Damage to property</li> <li>•Physical Injuries</li> </ul>	<ul style="list-style-type: none"> <li>•Construction Supervisor</li> <li>•Safety Officer</li> <li>•Hand tools Inspector</li> </ul>	High	Medium	Severe	<ul style="list-style-type: none"> <li>• Daily tool inspection to be carried out by an appointed competent person and records submitted to the Safety Officer for record keeping. If any deviations are noted, tools must be repaired or replaced.</li> <li>• Supervisors to conduct PTO's on</li> </ul>	<ul style="list-style-type: none"> <li>•Construction Supervisor</li> <li>•Safety Officer</li> <li>•Hand tools Inspector</li> </ul>	Medium	Very Low	Sustainable

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								different activities to ensure task are executed properly and safe. • Tools found with serious defects during daily inspections to be removed from the premises immediately. • Only competent employees to be allowed to use tools				



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								with sharp blades • DSTI's to be done for every activity as per Client's standards and employees to be trained in safe work procedures. • Toolbox talks must be conducted on task specific topics. • Tools must not be allowed to				

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								deteriorate to an extent of mushroom heads in case of chisels and exposed tags for hammers; this can be ensured by daily inspections and reporting of unsafe tools to supervisors. • Safe work procedures to be developed and communicat				

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								ed as a follow up on the crafts training and induction to ensure safe use of tools and encourage employees to inspect their own tools and report any defects. <ul style="list-style-type: none"> <li>• Ensure employees understand their basic duties as stipulated in the OHS Act 85 of 1993.</li> </ul>				

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4	Excavation and filling Trenches	<ul style="list-style-type: none"> <li>•Hard rock material</li> <li>• Risk of collapsing excavations</li> <li>• Seepage of subterranean water</li> <li>• Employees inhaling dangerous fumes</li> <li>• Skin contact with hazardous substances</li> </ul>	<ul style="list-style-type: none"> <li>•Manual handling injuries</li> <li>•Lost time injuries</li> <li>•First aid treatments</li> </ul>	<ul style="list-style-type: none"> <li>•Construction Supervisor</li> <li>•Safety Officer</li> <li>•Excavation Inspector</li> </ul>	Very High	High	Critical	<ul style="list-style-type: none"> <li>• Method statements</li> <li>• Issue based risk assessments</li> <li>• Inspections by excavation supervisor</li> <li>• Proper train operators</li> <li>• Location of services</li> </ul>	<ul style="list-style-type: none"> <li>• Construction Supervisor</li> <li>•Safety Officer</li> <li>•Excavation Inspector</li> </ul>	Medium	Medium	Moderate

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5	Use of ladders	Sub-standard ladders / step ladders	<ul style="list-style-type: none"> <li>•Property Damage</li> <li>•Physical Injuries</li> <li>•Fatality</li> </ul>	<ul style="list-style-type: none"> <li>•Construction Supervisor</li> <li>•Safety Officer</li> <li>•Ladder Inspector</li> </ul>	Very High	High	Critical	<ul style="list-style-type: none"> <li>• Ladders must be stored in a dry environment inside the store</li> <li>• Ladders must be hung on the inside of the storage area</li> <li>• All ladders must be inspected and registered before use on site.</li> <li>• No faulty ladders will be allowed</li> </ul>	<ul style="list-style-type: none"> <li>•Construction Supervisor</li> <li>•Safety Officer</li> <li>•Ladder Inspector</li> </ul>	Medium	Medium	Moderate

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								on site, SWP (safe Working Procedure) and Risk assessments will be communicated to all workers forming part of the task. <ul style="list-style-type: none"> <li>• No wooden ladders are allowed to be used on site</li> <li>• All workers will be inducted on the task before work commence.</li> </ul>				

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								<ul style="list-style-type: none"> <li>Only ladders approved by Client will be allowed on site.</li> </ul>				
6	Working on manholes	<ul style="list-style-type: none"> <li>Working in confined spaces without the right competences.</li> <li>Working in confined spaces without identifying hazards</li> </ul>	<ul style="list-style-type: none"> <li>Fatality to asphyxiation</li> </ul>	<ul style="list-style-type: none"> <li>Construction Supervisor</li> <li>Safety Officer</li> </ul>	High	Very High	Critical	<ul style="list-style-type: none"> <li>Only persons with confined space qualification, working with a confined spaces team &amp; using confined spaces</li> </ul>	<ul style="list-style-type: none"> <li>Construction Supervisor</li> <li>Safety Officer</li> </ul>	Medium	High	Severe

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								equipment are to enter a confined spaces area. •Render manhole bases prior to placement of rings to avoid creating a confined space area •Wearing of correct PPE including sunscreen. •Take regular breaks in shade if possible & consume				



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								regular fluids.				
7	Laying of pipes	<ul style="list-style-type: none"> <li>•Falling pipes</li> <li>•Manual handling</li> <li>•Poor communication</li> <li>•Sunstroke and heatstroke from exposure to the sun &amp; working the heat</li> </ul>	<ul style="list-style-type: none"> <li>• Property Damage</li> <li>• Physical Injuries</li> <li>• Fatality</li> </ul>	<ul style="list-style-type: none"> <li>•Construction Supervisor</li> <li>•Safety Officer</li> <li>•Excavation supervisor</li> </ul>	High	Very High	Critical	<ul style="list-style-type: none"> <li>• Use approved lifting attachment.</li> <li>• Slings &amp; chains must be inspected by a competent person, as with slinging the pipes.</li> <li>• Persons are to stay 5m clear of the</li> </ul>	<ul style="list-style-type: none"> <li>•Construction Supervisor</li> <li>•Safety Officer</li> <li>•Excavation supervisor</li> </ul>	Very High	Medium	Severe

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								swinging radius of the machine until the pipe is in the trench (no lifting of pipes over persons). <ul style="list-style-type: none"> <li>• Taglines used to prevent loads from swinging.</li> <li>• Training of employees in correct handling techniques.</li> <li>• Use two people to team lift when</li> </ul>				

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								handling heavy objects. • Use mechanical lifting aids where can • Wearing of correct PPE including sunscreen. • Take regular breaks in shade if possible & consume regular fluids.				

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8	Placing of bedding material	Trench collapse	<ul style="list-style-type: none"> <li>•Property Damage</li> <li>•Physical Injuries</li> <li>•Fatality</li> </ul>	<ul style="list-style-type: none"> <li>•Construction Supervisor</li> <li>•Safety Officer</li> <li>•Excavation supervisor</li> </ul>	Very High	High	Critical	<ul style="list-style-type: none"> <li>•Inspect stability and divert overland flow of water</li> <li>•Batter/bench sides or use a trench box.</li> <li>•Place spoil outside 1:1 zone of influence and locate wheels/tracks away from trench wall</li> </ul>	<ul style="list-style-type: none"> <li>•Construction Supervisor</li> <li>•Safety Officer</li> <li>•Excavation supervisor</li> </ul>	Very High	Medium	Severe
9	Backfilling	Trench collapse	<ul style="list-style-type: none"> <li>•Property Damage</li> <li>•Physical</li> </ul>	<ul style="list-style-type: none"> <li>•Construction Supervisor</li> <li>•Safety Officer</li> </ul>	Very High	High	Critical	<ul style="list-style-type: none"> <li>•Use compactor wheel where depth to</li> </ul>	<ul style="list-style-type: none"> <li>•Construction Supervisor</li> </ul>	High	Medium	Severe

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			<ul style="list-style-type: none"> <li>Injuries</li> <li>Fatality</li> </ul>	<ul style="list-style-type: none"> <li>Excavation supervisor</li> </ul>				<ul style="list-style-type: none"> <li>overt is deeper than 1.5m.</li> <li>Raise trench shoring box.</li> </ul>	<ul style="list-style-type: none"> <li>Safety Officer</li> <li>Excavation supervisor</li> </ul>			
7	Ergonomic	<ul style="list-style-type: none"> <li>Repetition movements resulting in MSD'S</li> <li>Grip force with hands, wrist, arms resulting in muscle fatigue and inflammation of the muscles and tendons</li> <li>Lift /lower force activities that could result in lower back injuries</li> <li>Working in awkward positions</li> <li>Extreme temperatures</li> <li>Activities that result in hand arm vibration that</li> </ul>	<ul style="list-style-type: none"> <li>Lost time injury</li> <li>Medical treatment incidents</li> <li>Body injuries</li> <li>Heat exhaustion</li> </ul>	<ul style="list-style-type: none"> <li>Construction Supervisor</li> <li>Construction OHS Officer</li> <li>All employees</li> <li>First aider</li> </ul>	High	High	Critical	<ul style="list-style-type: none"> <li>Employees trained to recognise MSD symptoms</li> <li>Encourage early reporting of MSD symptoms</li> <li>Re-evaluate work procedures</li> <li>Ensure regular resting</li> </ul>	<ul style="list-style-type: none"> <li>Construction Supervisor</li> <li>Construction OHS Officer</li> <li>All employees</li> <li>First aider</li> </ul>	Medium	Low	Moderate

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		could result in MSD and white finger syndrome						periods •Employees need proper training in lifting practises •Job task observations •Mechanical lifting where possible •Redesigned tasks •Trained first aider •Sufficient fresh water hourly (600 ml) • Sunscreen should also be available				

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								<ul style="list-style-type: none"> <li>• Equipment with lowest vibration be used</li> <li>• Proper maintenance schedules must be in place</li> <li>• Proper medical surveillance program in place</li> <li>• Vibrating reducing hand gloves must be used.</li> </ul>				

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8	Covid 19	Sickness	<ul style="list-style-type: none"> <li>Fever</li> <li>Tiredness</li> <li>Dry Cough</li> <li>Runny nose</li> <li>Sore Throat</li> </ul>	<ul style="list-style-type: none"> <li>Construction Supervisor</li> <li>Construction OHS Officer</li> <li>All employees</li> <li>First aider</li> </ul>	High	High	Critical	Contractor OHS file must be approved prior to site establishment begins – aligned to New Construction Regulation 2014 • All workers on site must be declared medically fit by an Occupational Health Practitioner. (Annexure 3) • Site – induction	<ul style="list-style-type: none"> <li>Construction Supervisor</li> <li>Construction OHS Officer</li> <li>All employees</li> <li>First aider</li> </ul>	Medium	Medium	Moderate



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 Part C3: Scope of Work

Unique ID	Hazard	Risk Associated with Hazard	Consequences	Risk Owner(s) Name and Role	Probability	Impact	Risk Rating	Control(s)	Control Owner(s) Name and Role	Residual Probability	Residual Impact	Residual Risk Rating
								must be given to all employees to make them aware of the specific hazards <ul style="list-style-type: none"> <li>The contractor must declare all employees competent in writing.</li> <li>Before the commencement of this phase a site-specific risk assessment must be conducted by</li> </ul>				

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 Part C3: Scope of Work

Unique ID	Hazard	Risk Associated with Hazard	Consequences	Risk Owner(s) Name and Role	Probability	Impact	Risk Rating	Control(s)	Control Owner(s) Name and Role	Residual Probability	Residual Impact	Residual Risk Rating
								a competent risk assessor. <ul style="list-style-type: none"> <li>All the employees involved must be inducted on the risks; proof of this would be signing off on these risks.</li> <li>Screen employees with thermometer</li> <li>Hand sanitize station to be available</li> <li>Employees must receive</li> </ul>				

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 Part C3: Scope of Work

Unique ID	Hazard	Risk Associated with Hazard	Consequences	Risk Owner(s) Name and Role	Probability	Impact	Risk Rating	Control(s)	Control Owner(s) Name and Role	Residual Probability	Residual Impact	Residual Risk Rating
								covid 19 induction • Employees must receive induction in teams of 10 or less and keep a social distance of 1.5m • Employees to be provided with 2x masks				

Probability	Impact
Very High	Very High

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 Part C3: Scope of Work

Unique ID	Hazard	Risk Associated with Hazard	Consequences	Risk Owner(s) Name and Role	Probability	Impact	Risk Rating	Control(s)	Control Owner(s) Name and Role	Residual Probability	Residual Impact	Residual Risk Rating
High	High											
Medium	Medium											
Low	Low											
Very Low	Very Low											

			Very Low	Low	Medium	High	Very High
Probability	Impact:						
	Very High		Moderate	Severe	Severe	Critical	Critical
	High		Sustainable	Moderate	Severe	Critical	Critical
	Medium		Sustainable	Moderate	Moderate	Severe	Critical
	Low		Sustainable	Sustainable	Moderate	Severe	Critical
	Very Low		Sustainable	Sustainable	Sustainable	Moderate	Severe



## **PART C4: SITE INFORMATION**

### **C4.1 PROJECT SITE DESCRIPTION**

#### **Land Use**

This was Tribal Land used for agriculture previously. The land is now earmarked for residential settlement. The township layout plan designed by VBH Town Planners has been approved for construction by Tshwane City Planning and Development Department (**CPD9/1/1/1-RMC X10 192**) Dated Aug 2013. The area is Farm Rama 768 JR. The area is situated north-west of the Pretoria CBD and south of Ga Rankuwa. The proposed area of the site for development is approximately 755ha and 200ha is leased to Eckraal Quarries to extract sand. Rama City Extension 10 will use 74,13ha in the south eastern corner of the Farm.

#### **Existing Services**

Beside quarry mining rights there are no existing civil or electrical services on this site. The site has no register servitude and therefore nothing will be maintained, however any is registered during and upon completion of development it will be kept to CoT standards. There is current electrical contractor on site who we are sharing activities in relation to water and sewer reticulation construction. PCNA will apply for wayleave before we work on areas with services.

#### **Climatic Conditions**

The regular pattern of the weather in Rama City is that in summer the nights are warm whilst it is very hot during the day. The area normally receives its rainfall during summer. Temperatures in summer can reach 34° Celsius and the area is very humid. The region where the services will be installing can be classified as moderate in terms of the Climatic Regions of Southern Africa. *See below Micro-Climatic Regions of Southern Africa*

#### **Topography And Terrain**

The site has a rectangular shape with a gentle rolling slope of about 3% from south to the north eastern direction. The topography of the area is extremely uneven and indicative of alluvial gravel prospecting. There are visible artificial drainages direction, created through township development as results of surface water accumulated in the area bounded by drainage ditch.

#### **Geology**

The final Geotechnical Report was complete by WR Partnership for total area of Rama Development. However Rama City extension 10 development shows Test Pits 20, 21, 22 and 26. The entire area is covered by soft clay gravel which in turn is underlain by sediments. The site is characterized by slightly to medium expansive soil exhibiting heave with an estimated total heave of up to 7,5mm - 15mm movement measured at surface.

## C4.2 LOCALITY PLAN

Rama City (755ha) is located within the north-western part of the City of Tshwane, directly south of Ga-Rankuwa and west from the Rosslyn Industrial Area on the Brits Road (K8), directly south from Sefako Makgatho Health Science University.

### Project Location

Longitude	Latitude	Elevation
28° 01' 38,9" E	25° 37' 53,8" S	1 275m

Please refer to Figure 1 below:

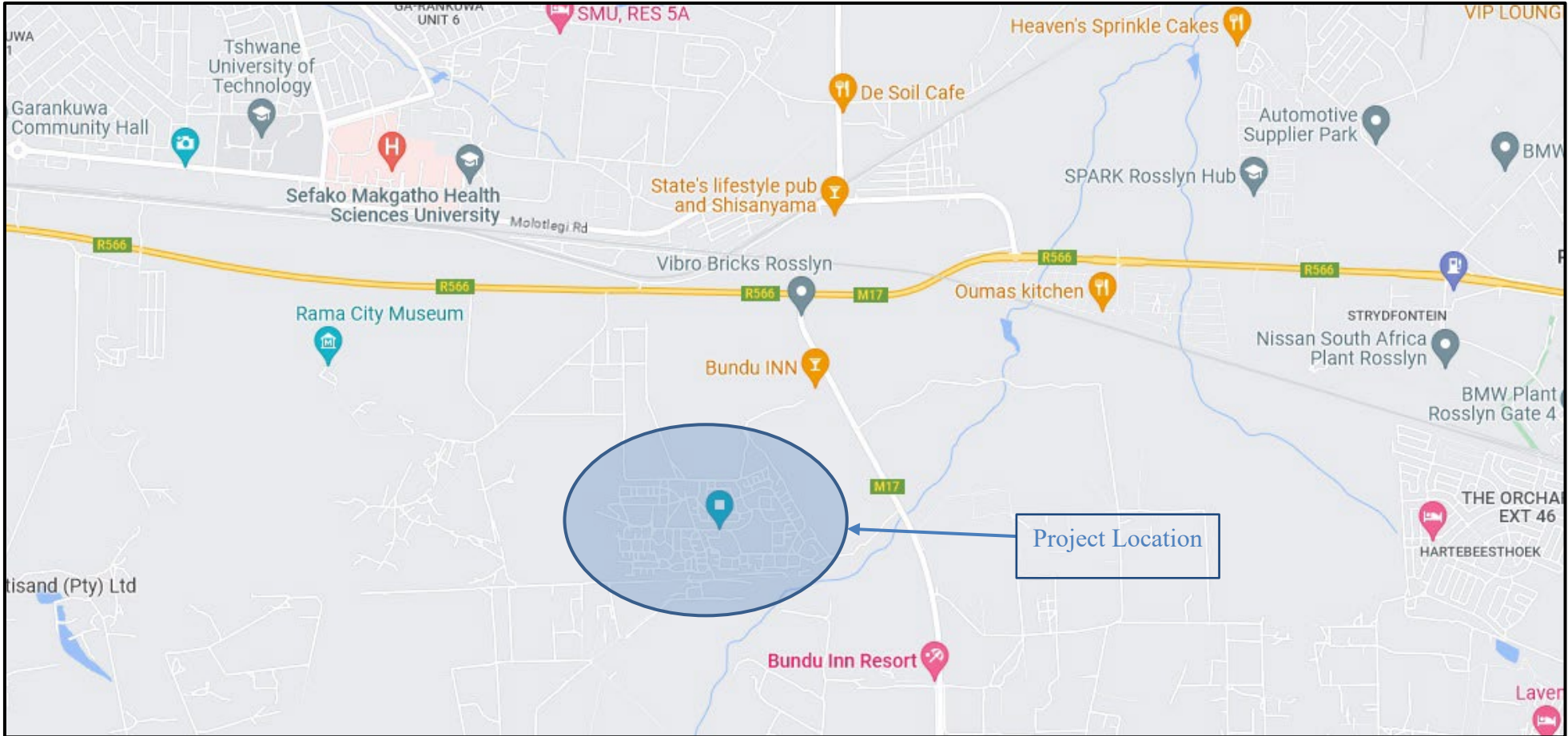


Figure 1: Locality Plan – Rama City and surrounding areas