

CONTRACT DOCUMENT

FOR

CONTRACT NO: **T32/2021**

FOR

CONSTRUCTION OF NKQUBELA SECOND ENTRANCE, ROBERTSON (RETURNABLE DOCUMENT)

- The Form Of Offer and Acceptance (C1.1) is on C1-Page 1 of this document
- The Preferencing Schedule is on T2-Pages 35 - 37 of this document

TENDERER	
CONTACT PERSON	
TEL NO.	
FAX NO.	
TENDER AMOUNT	
COMPLETION PERIOD (WEEKS)	

ISSUED BY:

LANGEBERG MUNICIPAL OFFICES
28 MAIN ROAD
ASHTON,
6715

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LANGEBERG MUNICIPALITY					
Bid Number:	T32/2021	Closing Date:	5 November 2021	Closing Time:	12:00
Description:	CONSTRUCTION OF NKQUBELA SECOND ENTRANCE, ROBERTSON				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM MBD7 (FORM OF OFFER AND ACCEPTANCE).					
Bid Response Documents may be Deposited in the Bid Box situated at:					
MUNICIPAL HEAD OFFICE					
28 Main Road					
ASHTON					
6715					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No				
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE	R	
5. SIGNATURE OF BIDDER			6. DATE		
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	MAYNARD JOHNSON	
CONTACT PERSON	Sabelo Ngcongolo		TELEPHONE NUMBER	023 615 8000	
TELEPHONE NUMBER	023 615 8000		FACSIMILE NUMBER	023 615 2428	
FACSIMILE NUMBER	023 615 2428		E-MAIL ADDRESS	mjohnson@langeberg.gov.za	
E-MAIL ADDRESS	sngcongolo@langeberg.gov.za				

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- 2.3 Application for the Tax Compliance Status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 2.4 Foreign suppliers must complete the pre-award questionnaire in part B:3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS Certificate/Pin/CSD number.
- 2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

Tender
General Tender Information

LANGEBERG MUNICIPALITY

TENDER NO. T32/2021

THE CONSTRUCTION OF NKQUBELA SECOND ENTRANCE

GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	Friday , 15 October 2021
ESTIMATED CIDB CONTRACTOR GRADING	:	5CE or Higher
CLARIFICATION MEETING	:	A compulsory clarification meeting to be held on Thursday, 28 October 2021 at 10:00.
VENUE FOR CLARIFICATION MEETING	:	Municipal offices, 52 Church Street, Robertson
CLOSING DATE	:	Friday, 5 November 2021
CLOSING TIME	:	12:00
CLOSING VENUE	:	Tender Box at the Municipal Office, 28 Main Road, Ashton, 6715.
VALIDITY PERIOD OF TENDER	:	120 days
TENDER BOX	:	The Tender Documents (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. The onus remains with the tenderer to ensure that the tender is placed in the correct tender box.

Contents	
Number	Heading
The Tender	
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C5	Drawings

Part T1: Tendering procedures

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INVITATION FOR TENDERS**TENDER NUMBER: T32/2021**

DESCRIPTION : The Construction of Nkqubela Second Entrance

CLOSING DATE : **5 November 2021**

CLOSING TIME : 12H00: Bids will be opened in public at 28 Main Road, Ashton.

CIDB : Tenderers must be registered with the CIDB in a **CE** class of construction works and have a grading designation equal to or higher than that determined in accordance with the sum tendered or a value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004. It is estimated that tenderers will need a grading designation of **5CE or higher**.

INFORMATION : **Obtain documentation:**

Langeberg Municipality

23 Faure Street

Ashton

6715

Enquiries regarding tender documentation:

Maynard Johnson

023 615 8000

023 615 2428

mjohnson@langeberg.gov.za

Office hours for collection:

08h00 – 16h30 as from **15 October 2021** from Ms A. Mouries, Langeberg Municipal Offices, 23 Faure Street, Ashton. A non-refundable fee of R 250 is payable to Langeberg Municipality for collection of documents. The document can also be downloaded from Municipal website www.langeberg.gov.za

Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content. Local production content applicable to designated sectors of construction.

Only goods, works and services with a stipulated minimum threshold as applicable for local production and content will be considered. The South African Bureau of Standards approved, Technical Specification Number (SATS 1286:2011) will be used to calculate local content.

Only goods, works and services with a stipulated minimum threshold as applicable for local production and content will be considered. The South African Bureau of Standards approved, Technical Specification Number (SATS 1286:2011) will be used to calculate local content.

Industry/sector/subsector	Minimum Threshold for Local Content	% of local content
STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION	FABRICATED STRUCTURAL STEEL	100%
STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION	WIRE PRODUCTS	100%
STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION	DUCTING AND STRUCTURAL PIPEWORK	100%
ELECTRICAL AND TELECOM PRODUCTS	MEDIUM AND HIGH VOLTAGE	90%
PLASTIC PIPES	POLYVINYL CHLORIDE (PVC) PIPES	100%
PLASTIC PIPES	POLYETHYLENE (PP) PIPE	100%
Cem I	Pure Portland cement with a 95-100% clinker	100%

A compulsory clarification meeting will be held on **28 October 2021** at **11:00** in the Municipal Offices, 52 Church Street, Robertson after which the sites will be visited. Bidders that fail to attend the compulsory clarification meeting will be disqualified. A representative may only represent one tenderer at this meeting. Bids may only be submitted on the bid documentation provided by the municipality and must remain valid for 120 days after bid closing.

The official tender document must be fully completed in black ink..

Telegraphic, telephonic, telex, facsimile, e-mailed or late tenders will not be accepted. The lowest, only or any bid shall not necessarily be accepted and the Council reserves the right to accept any part of the bid.

TENDERS TO BE DEPOSITED IN: The tender box of Langeberg Municipality, 28 Main Road, Ashton. The tender box is open from Mondays until Fridays from 08:00 until 16:30. This excludes weekends and public holidays.

NOTE: This tender will be evaluated in terms of the Preferential Procurement Regulations, 2017 that was promulgated by the Minister of Finance on 20 January 2017 in Government Gazette No 40553. Please take note of the responsiveness criteria as stipulated in the tender document.

PROCUREMENT PREFERENCE POINT SYSTEM: 80/20

A S A DE KLERK
MUNICIPAL MANAGER



T1.2 Tender Data

The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005, Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice 9 of 2008 in Government Gazette No 30692, of 1 February 2008, Board Notice 11 of 2009 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010 and Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015. (see www.cidb.org.za).

This edition incorporates the amendments made in Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and the erratum notices issued thereafter.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause number	Tender Data
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F.1	General
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F.1.1	Actions
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Add the following:

The Employer is the LANGEBERG MUNICIPALITY, represented by:

The Municipal Manager

F.1.2	Tender Documents: GCC
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Add the following:

"The following documents form part of this contract:

VOLUME 1 : *The General Conditions of Contract for Construction Works (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.*

VOLUME 2 : *The South African Bureau of Standards Standardized Specification for Civil Engineering Construction SANS 1200, prepared by and obtainable from the South African Bureau of Standards, Private Bag X191, Pretoria 0001, Tel: (012) 428 6929, Fax: (012) 428 6928, Web site : www.stansa.co.za.*

Volumes 1 and 2 may also be inspected, by appointment, at the offices of the Employer's Agent during normal office hours.

The tender documents issued by the Employer comprise:

VOLUME 3: The Tender Document (this document), in which is:

The Tender

Part T1: Tendering Procedure

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable Documents

T2.1 List of returnable documents

T2.2 Returnable schedules

The Contract

Part C1: Agreement and contract data

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Form of Guarantee

C1.4 Occupational Health and Safety Agreement

Part C2: Pricing Data

C2.1 Pricing Assumptions

C2.2 Bills of Quantities

Part C3: Scope of Work

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- C3.1 Description of the Works
- C3.2 Engineering
- C3.3 Procurement
- C3.4 Construction
- C3.5 Management
- C3.6 Annexes

Part C4: Site information

C4 Site information (if applicable)

VOLUME 4: Drawings [if applicable]

Volume 3 is deemed the "Returnable Document" which must be returned to the Employer in terms of submitting a tender offer.

F.1.4 Communication and employer's agent

Add the following:

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits / clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.

F.1.5 The Employer's right to accept or reject any tender offer

Add the following:

F.1.5.3 The Employer may reject a tender if, in the opinion of the Employer, the tenderer will be unable to achieve the contract participation goal tendered, in the performance of the contract.

F.1.6.2 Competitive negotiation procedure

Add the following to F.1.6.2

A competitive negotiation procedure will **not** be followed.

F.1.6.3 Proposal procedure using two-stage system

Add the following to F.1.6.3:

A two-stage system will **not** be followed.



F.2 Tenderer's obligations

F.2.1 Eligibility

Add the following:

Only those tenderers who satisfy the following criteria are eligible to submit tenders:

F.2.1.1 Central Supplier Supplier Database Registration

Tenderers must be registered on the Central Supplier Supplier Database to be eligible to tender.

F.2.1.2 Construction Industry Development Board (CIDB) Registration

Only those tenderers who are registered with the CIDB, prior to the tender closing time and evaluation of submissions, in a contractor grading 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 an **CE** class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the **5CE or higher** class of construction work;
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an **CE** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

For alpha-numerics associated with the contractor grading designations - see Annex G included in T1.2.

F.2.1.3 Qualification in terms of Labour Intensive Construction

The proposed Construction Manager must hold an accredited NQF 5 qualification for labour intensive construction. Proof thereof must be submitted with the tender document.

F.2.1.4 Experience

The company must provide proof of experience for successful completion of projects of a similar scope and nature. Similar scope and nature means at least 3 road upgrade projects (upgrading gravel roads to paved surfaces with the use of local labour) successfully completed in the past 5 years with a project value equal to or higher than the tendered sum.

F.2.1.5 Bank Rating

The tender must receive at least a "C" bank rating from an approved financial institution. The Employer will, through his Agent, request the bank codes from the relevant financial institutions.

F.2.7 Clarification meeting

Add the following:

The arrangements for a **compulsory** tenderer's clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

F.2.12 Alternative tender offers

Add the following to F.2.12.1

F.2.12.1

If a tenderer wishes to submit an alternative tender offer, the only criterion permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full

T1

responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer (after adding contingencies and VAT) to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

F.2.13 Submitting a tender offer

Add the following to F.2.13.1

F.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

Add the following to F.2.13.3

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nil) copies.

F.2.13.4 *Add the following after the first sentence of F.2.13.4:*

The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

F.2.13.5 *Add the following to F.2.13.5:*

The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: Tender Box

Physical address: Langeberg Municipality, 28 Main Road, Ashton, 6715.

Identification details: Tender number: T32/2021

Title of tender: CONSTRUCTION OF NKQUBELA'S SECOND ENTRANCE

Sealed tenders with the Tenderer's name and address and the endorsement "T32/2021: CONSTRUCTION OF NKQUBELA SECOND ENTRANCE" on the envelope, must be placed in the appropriate official tender box at the abovementioned address. The tender box is open from Mondays until Fridays from 08:00 until 16:30. This excludes weekends and public holidays.

F.2.13.6 *Add the following to F.2.13.6:*

A two-envelope procedure will **not** be followed. (F.3.5)

Add the following sub-clause after F.2.13.9:

F.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

F.2.15 Closing time

Add the following to F.2.15.1:

F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 Tender offer validity

Add the following to F.2.16.1:

F.2.16.1 The tender offer validity period is 120 **calendar days**.

F.2.17 Clarification of tender offer after submission

Add the following to F.2.17:

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer, within the time for submission stated in the Employer's written request for such clarification. A tender will also be rejected as non-responsive if the tenderer fails, within the time stated in writing by the Employer, to comply with the requirements of F.4.3.

F.2.18 Provide other material

Delete the following word in F.2.18.1:

"Notarized"

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Add the following to F.2.18.1:

F.2.18.1 Provide, on written request by the Employer, where the tendered amount inclusive of VAT **exceeds R 10 million**:

- i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
- ii) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

F.2.23 **Certificates**

Add the following:

The tenderer is required to submit the following:

F.2.23.1 **Tax Clearance Certificate**

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit documentary evidence in the form of a TCS SARS compliance status pin issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations.

Each party to a Consortium/Joint Venture shall submit a separate TCS SARS compliance status pin, or proof that he or she has made the necessary arrangements with SARS.

Tenderers are to note that the Employer will not award a contract to a Tenderer whose tax matters are not in order. Furthermore, the successful Tenderer (Contractor) is required to submit an updated original or certified TCS SARS compliance status pin to the Employer should any current TCS SARS compliance status pin expire during the contract. Failure to do so may lead to the withholding of payment to the Contractor until a valid TCS SARS compliance status pin is received by the Employer.

F.2.23.2 **Bargaining Council Certificates**

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and must submit, with the tender, the applicable Certificate of Compliance (letter of good standing in terms of the relevant Government Gazette).

Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.

F.2.23.3 **Broad-Based Black Economic Empowerment (B-BBEE) Status Level Certificate(s)**

Tenderers shall submit documentary evidence/proof in the form of an original valid or certified copy B-BBEE Status Level verification certificate in terms of the Construction Sector Charter on Black Economic Empowerment, or an Exempted Micro Enterprise certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency, or certified copies thereof in terms of the Preferential Procurement Regulations, 2017.

Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. In the case of unincorporated entities, a verified scorecard in the name of the Consortium/Joint Venture must be submitted with the tender.

F.3 The Employer's undertakings

F.3.2 Issue Addenda

Add the following to F.3.2:

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the Employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

F.3.4 Opening of tender submissions

Add the following to F.3.4.1:

F.3.4.1 The time and location for opening of the tender offers is:

Time: Tenders will be opened immediately after the closing time for receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date.

Location: Langeberg Municipality, 28 Main Road, Ashton, 6715.

F.3.8 Test for responsiveness

Add the following to F.3.8:

Tenders will be considered non-responsive if:

- the tender is not in compliance with the Scope of Work;
- the tenderer does not comply with the CIDB contractor grading designation as specified in F.2.1.2 above;
- the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer's written request.

F.3.9 Arithmetical errors, omissions and discrepancies

Delete the contents of Subclauses F.3.9.2 to F.3.9.4 and replace with the following:

F.3.9.2 Check responsive tender offers 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

F.3.9.3 Correct arithmetic errors in the following manner:

- (a) If bill of quantities (or schedule 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 unit rate shall govern and the line item total shall be corrected.
- (b) Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- (c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected.

F.3.9.4 Notify the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 of all errors or omissions that are identified in the tender offer and invite the tenderer to confirm the tender offer as tendered and accept the corrected total of prices.

F.3.9.5 Check responsive tender offers for unbalanced unit rates and request tenderers to consider amending and adjusting any rates declared unbalanced by the Employer in accordance with F.4.3 while retaining the total of the prices derived after any correction made in terms of this condition to tender.

Reject a tender offer if the tenderer does not correct or accept the correction of arithmetical errors and consider rejection of a tender offer if the tenderer refuses to amend/adjust an unreasonable, unbalanced rate in the manner described above.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Add the following:

The procedure for the evaluation of responsive tenders is **Method 2: Financial Offer and Preference** in accordance with F.3.11.3.

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F.3.11.3 **Method 2: Financial offer and preferences**

The procedure for the evaluation of responsive tenders is **Method 2**, where the total number of tender evaluation points, $T_{EV} = N_{FO} + N_{P1}$ as detailed below.

Where N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7
 N_{P1} is the number of tender evaluation points awarded for B-BBEE Status Level Contribution in accordance with F.3.11.8

F.3.11.7 **Scoring Financial Offers**

Add the following:

The financial offer will be scored using **Formula 2 (Option 1)** where the value of W_1 is:

- 1) 90 points where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000; or

For this contract, the financial offers will be scored using **Formula 2 (Option 1)** where the value of W_1 is: **80** tender evaluation points. Up to a maximum of 100 minus W_1 namely **20** tender evaluation points will be awarded for Preference with responsive tenders scoring points in accordance with the **80 Financial /20 Preference** scoring criteria listed below.

80 Financial /20 Preference	
Points	Description
	FINANCIAL OFFER
80	Price
	PREFERENCES
20	B-BBEE Status Level Contribution

F.3.11.8 **Scoring Preferences**

Add the following:

Points for preferences claimed will be determined in accordance with the Preferential Procurement Regulations, 2017. Points will be awarded to tenderers who are eligible for preferences in terms of Schedule 22 : Preferencing Schedule (where preferences are granted in respect of B-BBEE Status Level Contribution) which is included in T2.2 Returnable Schedules.

The terms and conditions of Schedule 22 : Preferencing Schedule shall apply in all respects to the tender evaluation process and any subsequent contract.

Points for Preference

A maximum of 100 minus W_1 tender evaluation points will be awarded for preference to tenderers with responsive tenders, who are eligible for such preference, in accordance with the criteria listed below.

Exempted Micro Enterprise or B-BBEE Status Level of Contributor

The Tenderer shall indicate on Schedule 22 : Preferencing Schedule included in T2.2 Returnable Schedules his or her company/firm/entity's B-BBEE Status Level of Contributor, in accordance with one of the following:

- Exempted Micro Enterprise (>50% black owned)
- Exempted Micro Enterprise ($\leq 50\%$ black owned)
- Verified B-BBEE status level of contributor in terms of the Construction Sector Charter on Black Economic Empowerment (Board Notice 111 of 2007 published in Government Gazette No. 29616 of 9 February 2007)
- Non-compliant contributor¹

For this Contract the **80 Financial / 20 Preference** shall apply and up to **20** tender evaluation points (N_{P1}) will be awarded for the Status Level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points (N_P)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor ¹	0

¹ A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor, or who is not verified in terms of the Construction Sector Charter

Tenderers shall note the following Conditions of Clause 11 of the Preferential Procurement Regulations 2017:

- (8) A tenderer (company/firm/entity) will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprises / sub-contractors that do not have an equal or higher B-BBEE Status Level than the prime contractor, unless the intended sub-contractors are Exempted Micro Enterprises that have the capability and ability to execute the sub-contract works;
- (9) A prime contractor will not be awarded points for B-BBEE status level if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the prime contractor qualifies for, unless the intended sub-contractors are Exempted Micro Enterprises that have the capability and ability to execute the sub-contract works.

F.3.11.10 Risk Analysis

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderers ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.

No tenderer will be recommended for an award unless the tenderer has demonstrated that he/she has the resources and skills required.

F3.13 Acceptance of tender offer

Add the following to F.3.13.1:

F.3.13.1 Tender offers will only be accepted if:

- a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an **original** valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations;
- b) 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;
- c) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
 - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- d) 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.

Tender offers will be rejected if they show any additional items not originally included in the tender documents, conditional or incomplete offers, irregularities of any kind in the tender.

The Employer does not bind himself to accept the lowest priced tender, highest points tender or any tender offer. The Employer has the right to accept any part of a tender as he may deem expedient subject to negotiation with the successful tenderer for the whole tender.

F.3.13.2 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the Langeberg Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.
- b) Objections, complaints, queries and disputes must be submitted in writing to the Municipal Manager, Langeberg Municipality, 28 Main Road, Ashton, 6715.

F.3.13.3 Appeals

- a) In terms of Section 62 of the Systems Act 32 of 2000 a person whose rights are affected by a decision taken by the Langeberg Municipality in the implementation of its supply chain management system, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i) Reasons and/or grounds for the appeal
 - ii) The way in which the appellants rights have been affected
 - iii) Remedy sought by appellant

F.3.13.4 Right to approach the courts & rights in terms of Promotion of Administrative Justice Act (Act 3 of 2000) and Promotion of Access to Information (Act 2 of 2000)

Clauses F.3.13.2 and F.3.13.3 do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

- a) All legal process and pleadings must be served on the Municipal Manager, Langeberg Municipality, 28 Main Road, Ashton, 6715.
- b) All requests in terms of PAJA and PAIA must be submitted in writing to the Municipal Manager, Langeberg Municipality, 28 Main Road, Ashton, 6715.

F.3.17 Provide copies of the contract

Add the following:

The number of paper copies of the signed contract to be provided by the Employer is one.

F.4 Additional Conditions of Tender

The additional conditions of tender are:

F.4.1 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2010 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender, appended to Schedule 13 : Health and Safety Plan in T2.2 : Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the Contract.

F.4.2 Claims arising after submission of tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

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- 1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

- 5) received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

F.4.3 Imbalance in tendered rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3.

Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

F.4.4 Targeted enterprises and targeted labour

It is a requirement of the Contract that the work be executed in such a manner as to maximise the use of small enterprises / subcontractors and labour intensive construction methods in order to provide low and semi-skilled work / employment opportunities.

To this end, it is a requirement of the Contract that the Contractor shall engage targeted enterprises and targeted labour, as described in Part C3.3 in the Scope of Work, directly or indirectly in the performance of the contract to the extent that the total monetary value of such engagements (exclusive of VAT), expressed as a percentage of the value of the contract. Failure to achieve the specified minimum CPG₂ in the performance of the contract will result in penalties being applied.

F.4.5 Invalid tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
- b) if the tender is not completed in non-erasable ink;
- c) if the offer (of the Form of Offer and Acceptance) has not been signed;
- d) if the offer (of the Form of Offer and Acceptance) is signed, but the name of the tenderer is not stated or is indecipherable.

F.4.6 Negotiations with preferred tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

F.4.7 General supply chain management conditions applicable to tenders

In terms of its Supply Chain Management Policy the Employer may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Employer with that provider's:
 - full name;
 - identification number or company or other registration number; and
 - tax reference number and VAT registration number, if any;
- b) has indicated whether:
 - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
 - whether a spouse, child or parent of the provider or of a director, manager, share holder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months; or
- c) irrespective of the procurement process followed, the Employer is prohibited from making an award to:
 - a person who is in the service of the state;
 - a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;
 - an advisor or consultant contracted with the Employer, or
 - a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity.

In this regard, tenderers shall complete Schedule 1, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this Schedule may result in the tender not being considered.

F.4.8 Combating abuse of the Supply Chain Management Policy

In terms of the Municipality's Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete Schedule 15, Part T2.2: Returnable Schedules: Declaration of Tenderer's Past Supply Chain Management Practices (in terms of the Municipal Finance Management Act). Failure to complete this Schedule may result in the tender not being considered.

F.4.9 UIF payments

The Tenderer shall submit to the Employer a letter from the Industrial Council indicating his good standing with regard to UIF payments upon being requested to do so.

F.4.12 Price variations

The Contract Price shall **not** be subject to any contract price adjustment, the rates and prices tendered in the bills of quantities shall be final and binding throughout the period of the contract. However, price adjustments for variations in the costs of special materials may be applicable where the Employer/Employer's Agent specifies such materials and the relevant information in the Contract Data.

Notwithstanding the above, if, as a result of any extension of time granted, the duration of the contract period exceeds one year, the contract will automatically be subject to contract price adjustment for that period by which the extended contract period exceeds such one year.

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Adjustment in rates or prices shall be subject to the provisions of Part C1.2 :Contract Data.

F.4.13

Requests for contract documents, or parts thereof, in electronic format

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- (a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- (b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- (c) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
- (d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- (e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- (f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

F.4.14

Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for BBBEE but should not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for BBBEE.

A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

Annex F (normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

F.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 F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.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.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

F.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.

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

F.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 fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;

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- f) **functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.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.

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state 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 services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received; or
- (d) there is a material irregularity in the tender process

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures**F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.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.

F.1.6.2 Competitive negotiation procedure

F.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 F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh 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.

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

F.1.6.3 Proposal procedure using the two stage-system**F.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.

F.1.6.3.2 Option 2

F.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.

F.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.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.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.

F.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.

F.2.2 Cost of tendering

F2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F2.2.2 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.

F.2.3 Check documents

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

F.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.

F.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.

F.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.

F.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.

F.2.8 Seek clarification

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

F.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.

F.2.10 Pricing the tender offer

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

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

F.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.

F.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.

F.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.

F.2.12 Alternative tender offers

F.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.

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

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

F.2.13 Submitting a tender offer

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

F.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.

F.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.

F.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.

F.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.

F.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.

F.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.

F.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.

F.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.

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F.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.

F.2.15 Closing time

F.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.

F.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.

F.2.16 Tender offer validity

F.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.

F.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.

F.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.

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

F.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 F.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.

F.2.18 Provide other material

F.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.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.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.

F.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.

F.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.

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings**F.3.1 Respond to requests from the tenderer**

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.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.

F.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 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 drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

F.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.

F.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.

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

F.3.5 Two-envelope system

F.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.

F.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.

F.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.

F.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.

F.3.8 Test for responsiveness

F.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.

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.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.

F.3.9.2 The employer must correct the arithmetical errors in the following manner:

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers**F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R 50 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 200 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of tender or offer under consideration; *P_t* = Comparative price of tender or offer under consideration; and *P_{min}* = Comparative price of lowest acceptable tender or offer.

- (4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

- (4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- (4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

- (4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

- (4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R 50 000 000 (all applicable taxes included):

90/10

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

Where

P_s = Points scored for comparative price of tender or offer under consideration; P_t = Comparative price of tender or offer under consideration; and $P_{\min}$ = Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph

(5)(b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

In terms of Regulation 11 of the Preferential Procurement Regulations 2017, a contract may be awarded to a tenderer that did not score the highest points, only in accordance with section 2(1)(f) of the Preferential Procurement Policy Framework Act (Act no 5 of 2000) and Regulation 11 of the Preferential Procurement Regulations 2017.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for price.

W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_Q / M_S$$

where: S_Q is the score for quality allocated to the submission under consideration;
 M_S is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.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.

F.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:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- 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,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data, and
- is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.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:

- addenda issued during the tender period,
- inclusion of some of the returnable documents, and
- other revisions agreed between the employer and the successful tenderer.

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

F.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.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

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

F.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.

F.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.

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

Annex G
(normative)

Alpha-numerics associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit

Table G2: Classes of construction work (see next page)



Description	Design ation	Definition	Basic works types	Examples
Civil engineering works	CE	Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure	Water, sewerage, roads, railways, harbours and transport, urban development and municipal services	Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel. The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works, ports, harbours, airports and pipelines.
Electrical engineering works (Infrastructure)	EP	Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: a) relating to the generation, transmission and distribution of electricity; or b) which cannot be classified as EB.	Electrical power generation, transmission, control and distribution equipment and systems.	Power generation Street and area lighting Substations and protection systems Township reticulations Transmission Lines Supervisory control and data acquisition systems
Electrical engineering works (buildings)	EB	Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation	All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction	Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises

Description	Designation	Definition	Basic works types	Examples
General building works	GB	Construction works that: a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or b) cannot be categorised in terms of the definitions provided for civil engineering works, electrical engineering works, mechanical engineering works, or specialist works.	Buildings and ancillary works other than those categorised as being: c) civil engineering works; d) electrical engineering works; e) mechanical engineering works; or f) specialist works.	Buildings for domestic, industrial, institutional or commercial occupancies Car ports Fences other than classified as SS Stores Walls
Mechanical engineering works	ME	Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling	Machine systems including those relating to the environment of building interiors: a) gas transmission and distribution systems b) pipelines c) solid waste disposal d) materials handling, lifting machinery, heating, ventilation and cooling, pumps, e) continuous process systems f) chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes.	Air-conditioning and mechanical ventilation Boiler installations and steam distribution Central heating Centralised hot water generation Cranes and hoists Dust and sawdust extraction Compressed air, gas and vacuum installations Conveyor and materials handling installations Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes Kitchen equipment Laundry equipment Lift installations and escalators Refrigeration and cold rooms Waste handling systems (including compactors)

Description	Designation	Definition	Basic works types	Examples
Specialist works	SB	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The extension, installation, repair, maintenance or renewal, or removal, of asphalt	
	SC		The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support	
	SD		The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic)	
	SE		Demolition of buildings and engineering infrastructure and blasting	
	SF		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)	
	SG		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts	
	SH		The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works	
	SI		The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or dismantling of lifts, escalators, travellers and hoisting machinery	
	SJ		The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures	
	SK		The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage	
	SL		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding	
	SM		Timber buildings and structures	
	SN		The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.	
	SO		The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing)	
	SQ		The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing	

Part T2: Returnable Documents

	Pages
T2.1 List of Returnable Documents	1
T2.2 Returnable Schedules	



T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents in **black ink**:

1. Returnable Schedules required for tender evaluation purposes

1: COMPULSORY ENTERPRISE QUESTIONNAIRE	3 - 4
2: CLARIFICATION MEETING ATTENDANCE CERTIFICATE	5
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4: SCHEDULE OF WORK EXPERIENCE	7 - 8
5: SCHEDULE OF CONSTRUCTION EQUIPMENT	9 - 10
6: PRELIMINARY PROGRAMME	11
7: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	12
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2. Other documents required for tender evaluation purposes

- Joint Venture Agreement (if applicable) – append to Schedule 3.
- An **original or certified** valid Tax Clearance Certificate issued by the South African Revenue Services –append to Schedule 8.
- Documentary evidence / proof of registration and verification on Langeberg Municipality Supplier Database.- append to Schedule 9.
- Documentary evidence / proof of registration and verification on CIDB Contractor Database.- append to Schedule 9.
- Health and Safety plan – append to Schedule 13.
- **B-BBEE Verification Certificate** – append to Schedule 20.

3. Returnable Schedules that will be incorporated into the Contract

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Preferencing Schedule(s)	
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23: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT.....	39

T2.2 Returnable Schedules

Notes to tenderer:

1. Failure to fully complete the relevant returnable documents may render such a tender offer unresponsive.
2. These forms must be completed in black ink. Returnable documents shall be signed by a signatory duly authorised to sign the tender offer. Any alterations made prior to tender closure must be countersigned by an authorised signatory.
3. Tenderers shall note that their signature appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.
4. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.
5. Should a tenderer wish to offer a different time period of completion than that required by the Employer, it shall be submitted as an alternative tender.
6. If more than one alternative tender is submitted, each one shall be numbered and submitted on a separate copy of form C1.1.1 Form of Offer, completed and signed, and accompanied by the prescribed priced C2.2 Bill of Quantities and supporting documents.



SCHEDULE 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:

Address of enterprise:

.....

.....

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: 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 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

T2.2

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are 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;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF TENDERER:

.....

SCHEDULE 2: CLARIFICATION MEETING ATTENDANCE CERTIFICATE

Refer to tender conditions F.2.1 and F.2.7

This is to certify that I/we,
(the representative(s))

representing (the tenderer)

of (address)

telephone number

fax number

on (date)

attended the clarification meeting, have examined the Site of the Works and its surroundings for which I/we am/are submitting this Tender and have, so far as is practicable, familiarized myself/ourselves with all the information, risks, contingencies and other circumstances which may influence or affect my/our Tender.

Attendance of the above person(s) at the Clarification Meeting is confirmed by::

EMPLOYER'S AGENT / REPRESENTATIVE: . (Name).

SIGNED BY EMPLOYER'S AGENT / REPRESENTATIVE:

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 3 : AUTHORITY OF SIGNATORY

Assurance shall be given at the time of submission of the tender that the tender has been signed by someone properly authorised thereto by resolution of the Directors, Members or Partners. Tenderers shall submit with their tenders the following information:

Single Company, Close Corporation or Partnership

Signatories for companies shall confirm their authority by attaching to this form a copy of the relevant resolution of the board of directors, duly signed and dated.

By resolution of the board of directors taken on (Date)

Mr/Ms (Print Name)

has been duly authorized to sign all documents in connection with this tender / contract on behalf of :...

(Print Company Name).....

Signed on behalf of Company :

In his/her capacity as :

Date :

Joint Ventures

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize;

Mr/Ms, authorised signatory of the company, close corporation or partnership, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

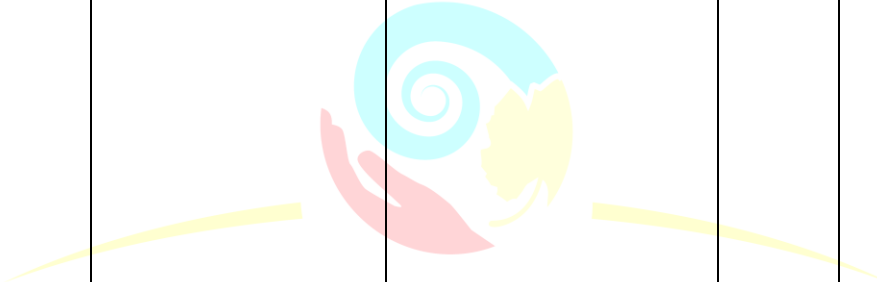
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note :

A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

SIGNED ON BEHALF OF TENDERER: SIGNATURE OF SIGNATORY:

The tenderer shall insert in the spaces provided below a list of similar completed civil engineering contracts awarded to him and those currently being undertaken. This information is deemed to be material to the award of the Contract.

COMPLETED CONTRACTS				
EMPLOYER (NAME, TEL No AND FAX No)	CONSULTING ENGINEER (NAME, TEL No AND FAX No)	NATURE OF WORK	VALUE OF WORK R(m)	DATE COMPLETED
 LANGEBERG MUNISIPALITEIT MUNICIPALITY MASIPAL				

CURRENT CONTRACTS				
EMPLOYER (NAME, TEL No AND FAX No)	CONSULTING ENGINEER (NAME, TEL No AND FAX No)	NATURE OF WORK	VALUE OF WORK R(m)	ANTICIPATED COMPLETION DATE

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 5 : SCHEDULE OF CONSTRUCTION EQUIPMENT

The tenderer shall state below what construction equipment will be available for this Contract. The tenderer shall differentiate, if applicable, between construction equipment immediately available and construction equipment which will become available by virtue of outstanding orders, and indicate what further construction equipment will be acquired or hired for the work should he be awarded the Contract.

F1: CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE

DESCRIPTION, SIZE, CAPACITY	NUMBER
 LANGEBERG MUNISIPALITEIT MUNICIPALITY MASIPALA	

T2.2

F2: CONSTRUCTION EQUIPMENT ON ORDER

(State details of arrangements made, with delivery dates)

DESCRIPTION, SIZE, CAPACITY	NUMBER

F3: CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED

(State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	NUMBER

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

.....

SCHEDULE 6 : PRELIMINARY PROGRAMME

The tenderer shall attach a preliminary programme, reflecting the proposed sequence and tempo of execution of the various activities comprising the work for the Contract, to this page.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

Details of the preliminary programme shall be appended to this Schedule.

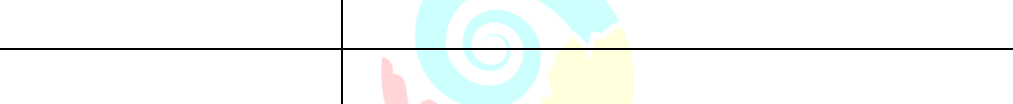
Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:



LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

The tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10 of the General Conditions of Contract, which he estimates will arise based on his preliminary programme and tendered rates, in the table below. The total of the monthly amounts shall be equal to the tender sum.



.....

SCHEDULE 8 : TAX CLEARANCE CERTIFICATE, TCS SARS COMPLIANCE STATUS PIN, BARGAINING COUNCIL CERTIFICATE AND MINIMUM WAGE DECLARATION**(A) TAX CLEARANCE CERTIFICATE**

A TCS SARS compliance status pin (valid at tender closing date) from the South African Revenue Services (SARS) shall be attached to this Schedule or proof that the tenderer has made arrangements with SARS to meet his or her outstanding tax obligations.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

Failure to submit a TCS SARS compliance status pin will result in the invalidation of the tender/bid.

(B) BARGAINING COUNCIL CERTIFICATE OF COMPLIANCE

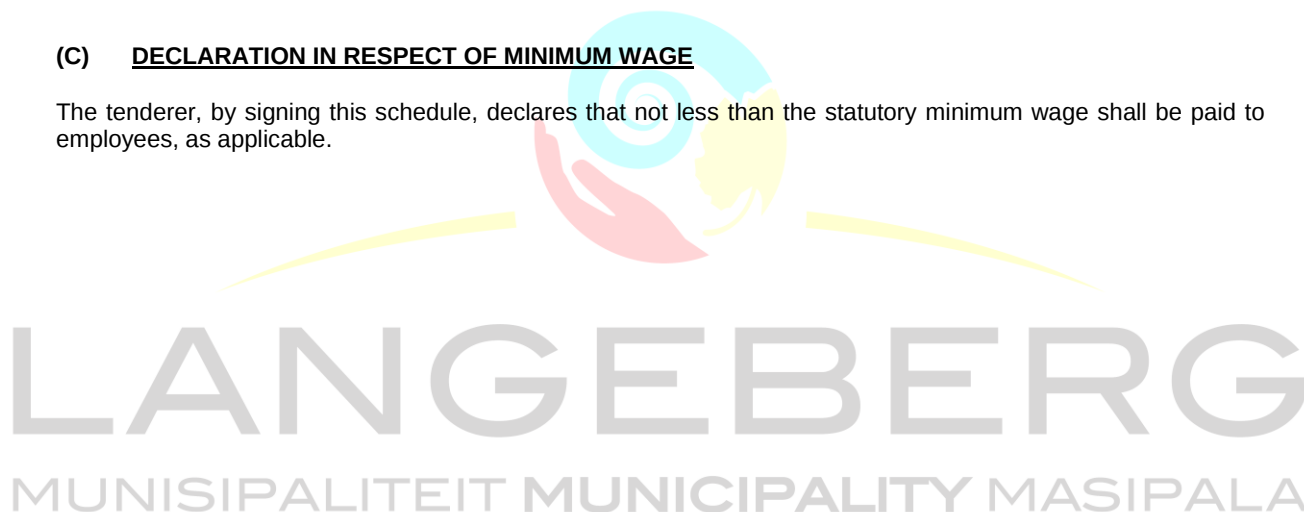
Tenderers must be registered with a relevant Bargaining Council (if such be in place) and provide the applicable Certificate of Compliance in terms of the relevant Government Gazette.

Where applicable, a Certificate of Compliance issued by the relevant Bargaining Council shall be attached to this schedule.

Each party to a Consortium/Joint Venture shall attach separate certificates in the above regard.

(C) DECLARATION IN RESPECT OF MINIMUM WAGE

The tenderer, by signing this schedule, declares that not less than the statutory minimum wage shall be paid to employees, as applicable.



Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 9 : CONFIRMATION OF CONTRACTOR ENTERPRISE REGISTRATION**A. CENTRAL SUPPLIER DATABASE REGISTRATION**

Refer to Tender Data clauses F.2.1 and F.2.23

I/We hereby confirm that I/we are registered and verified on the Langeberg Municipality Supplier Database

COMPANY NAME	REGISTRATION NUMBER

I/We attach a copy of the Company Registration on the Central Supplier Database and acknowledge that the validity of this certificate is dependent upon the validity of the tax clearance certificate attached to Schedule 8. In the case of Joint Venture Partnerships this requirement will apply to each party to the Joint Venture.

B. CIDB CONTRACTOR REGISTRATION

Refer to Tender Data clauses F.2.1.2, F.2.23.3 and F.3.13.1:

I/We hereby confirm my/our registration on the Construction Industry Development Board (CIDB) Contractor Database:

COMPANY NAME	CIDB CONTRACTOR GRADING DESIGNATION	CRS REGISTRATION NUMBER AS APPLICABLE

I/We attach a printed copy of the Active Contractor's Listing off the CIDB website www.cidb.org.za as documentary proof of the Contractor's Registration issued by the Construction Industry Development Board (CIDB) to this schedule.

Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

Failure to affix such documentation as proof of Contractor Enterprise registration as prescribed to this Schedule shall result in this tender not being further considered for the award of the Contract.

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

.....

SCHEDULE 10 : TENDERER'S BANKING DETAILS

BANKING DETAILS

The bidder must provide its banking details as follows:

Name of bank :

Contact person :

Branch Name :

Branch Number :

Account number :

Name of account holder :

A letter from the bank must be attached as proof of the tenderer's bank account details. Failure to provide this letter may result in the Tender offer not being considered.



SCHEDULE 11 : SCHEDULE OF SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Engineer.

	SUBCONTRACTORS			
Category / type	Subcontractor Name / Address / Contact Person / Phone / Fax / Details Of Organisation / Firm Experience	B-BBEE Status	Items of work (pay items) to be undertaken by the Subcontractor	Estimated Cost of Work (Rand)
	SUBTOTAL (Excluding VAT)			



SUBTOPIC

Schedule

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

MUNISIPALITEIT MUNICIPALITY MASIPALA

SCHEDULE 12 : DETAILS OF CONSTRUCTION MANAGER GENERAL FOREMAN'S EXPERIENCE

Tenderers shall set out in the Schedule hereunder details of the Site Agent and General Foreman's experience in work of a similar nature to that for which their Tender is submitted.

Failure to complete this Schedule may result in the Tender not being considered.

CONSTRUCTION MANAGER	NAME:NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

GENERAL FOREMAN	NAME:NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF THE TENDERER:

SCHEDULE 13: HEALTH AND SAFETY PLAN

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2010 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the Health and Safety Plan for the contract.

Details of the Health and Safety Plan shall be appended to this Schedule.

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

MUNICIPALITEIT MUNICIPALITY MASIPALA

SCHEDULE 14: PROPOSED AMENDMENTS AND QUALIFICATIONS BY THE TENDERER

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the schedule hereunder is to be marked **NIL** and signed by the Tenderer.

No alternative Tender will be considered unless a Tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

PAGE	CLAUSE / ITEM	PROPOSAL / DESCRIPTION
		

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 15: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids 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 bid of any bidder may be rejected if that bidder, or any of its directors have:-

- a abused the municipality's/municipal entity's supply chain 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 willfully 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 (No 12 of 2004).

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

ITEM	QUESTION	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

4.4	Does the bidder 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 90 days?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality/ municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED

.....
(FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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.

.....
SIGNATURE.....
DATE.....
POSITION.....
NAME OF BIDDER

SCHEDULE 16: DECLARATION OF “IN THE SERVICE OF THE STATE”

the state, or has been in the service of the state in the previous twelve months, the following information must be completed:
(Please indicate if not applicable)

The name of the person in the employment of the state:

.....

The capacity in which that person is in service of the state:

.....

Is that person an owner, director, manager, shareholder or connected to the business: Yes or No? (If yes please specify)

.....

The relationship to the owner, director, manager, shareholder or stakeholder of the entity:

	Spouse	Child	Parent
Owner			
Director			
Manager			
Shareholder			

“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.

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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.

.....
Signature

.....
Date

.....
Position

.....
Name of the Business



SCHEDULE 17: DECLARATION: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDERS**PART A: PROPERTY OWNED BY ENTERPRISE OR DIRECTORS**

Please complete the following if property is owned by the enterprise, the proprietors, directors or partners in their personal capacity, which must be confirmed by the relevant municipality (**ATTACH COPY OF MUNICIPAL ACCOUNT(S) NOT OLDER THAN 30 DAYS:**

Name of account holder:

Account number:

Account number:

FOR MUNICIPAL USE ONLY

I/we hereby certify that the municipal account details of our client as indicated above is correct.

.....
Name of municipal official (print name)

.....
Signature of municipal official

Official date stamp of municipality

PART B: PROPERTY LEASED BY ENTERPRISE OR DIRECTORS

Please attach a sworn affidavit or a copy of your lease agreement if the property is leased by the enterprise or the proprietors or directors in their personal capacity, for which the aforementioned is not responsible for payment of municipal rates and taxes.

PART C: WHERE PROPERTY IS NOT OWNED OR LEASED BY ENTERPRISE OR DIRECTORS

Please attach a sworn affidavit from the proprietor or director of the enterprise confirming that the enterprise does not own or lease any property and that the aforementioned is not responsible for payment of any municipal rates and taxes.

I,....., the undersigned, certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 90 days.

.....

Signature for and on behalf of the bidder

.....

Date

LANGEBERG MUNICIPALITY

.....

SCHEDULE 18 : CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. **T32/2021** in response to the invitation for the tender made by the Langeberg Municipality, do hereby make the following statements 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 I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and this 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 invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service 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 arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this invitation to tender relates;
9. The terms of this 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 of the awarding of the contract;.
10. I am aware that , in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted 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.

¹Joint 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.

SIGNED ON BEHALF OF TENDERER:

.....
Position

.....
Name of Tenderer

.....
Date



SCHEDULE 19: DECLARATION OF INTEREST MBD 4

19.1 Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

1. the bidder is employed by the state; and/or the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

1. Full Name of bidder or his or her representative:

2. Identity Number:.....

3. Position occupied in the Company (director, trustee, shareholder², member):

.....

4. Registration number of company, enterprise, close corporation, partnership agreement or trust:

.....

5. Tax Reference Number:

6. VAT Registration Number:

19.3 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 13.2 below.

¹"State" means –

1. (a) 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);
2. (b) any municipality or municipal entity;
3. (c) provincial legislature;
4. (d) national Assembly or the national Council of provinces; or
5. (e) Parliament.

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

19.4 Are you or any person connected with the bidder presently employed by the state? YES / NO

1. If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

.....

Position occupied in the state institution:

Any other particulars:

.....

2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO
4. If yes, did you attach proof of such authority to the bid document? YES / NO
5. (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

6. If no, furnish reasons for non-submission of such proof:

.....

.....

.....

7. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

8. If so, furnish particulars:

.....

.....

.....

9. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

10. If so, furnish particulars.

.....

.....

.....

11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

19.4.11.1 If so, furnish particulars.

.....

.....

.....

12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

19.4.12.1 If so, furnish particulars:

.....

.....

.....

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

Full Name	Identity Number	Personal Income Reference Number	Tax Reference Number	State Employee Number	Personal Number

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number Persal Number

19.6 DECLARATION

I, THE UNDERSIGNED (NAME).....
CERTIFY THAT THE INFORMATION FURNISHED IN THE SECTION ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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SCHEDULE 20: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) MBD
5

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

20.1 Are you by law required to prepare annual financial statements for auditing?

20.1.1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
.....

20.2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?
.....

20.3 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

20.4 If yes, provide particulars.
.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 21: RECORD OF ADDENDA TO TENDER DOCUMENT (ANNEX K)

We confirm that the following communications / Addenda / Notice(s) to Tenderers received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

ADDENDUM No	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

Documentary evidence of Addenda / Notices issued to Tenderers indicating proof of receipt shall accompany this Schedule.

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

MBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017****a)**

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- B-BBEE Status level certificate issued by an authorized body or person;
 - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**4. POINTS AWARDED FOR PRICE****4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

80/20**or****90/10**

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT**4.3 POINTS AWARDED FOR PRICE**

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

80/20**or****90/10**

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price of highest acceptable bid

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

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:**Registered Account Number:****Stand Number:**

9.8 Total number of years the company/firm has been in business:

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES 1. 2.	 SIGNATURE(S) OF BIDDERS(S) DATE: ADDRESS
--	---



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SCHEDULE 23: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT MBD 6.2

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not 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.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x imported content
y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on

http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Item no	Description	Quantity	Stipulated minimum threshold %
1	Pipes in subsoil drainage system: High Density type polyethylene pressure pipes and fittings, complete with couplings (110mm, perforated uPVC pipe)	300m	100
2	Install new streetlights	1	100
3	Electrical reticulation	1	90
4	steel reinforcement: b) High - tensile steel bars	0.6t	100
5	Service Ducts: i) unplasticised PVC pipes, class 4 1) 110mm dia	180m	100
6	Service Ducts: i) unplasticised PVC pipes, class 4 2) 160mm dia	180m	100
7	Dealing with services that are at risk because of the construction of earthworks: a) cables (11kV and 66kV cables)	6no	90
8	Gabions: iv) by 4,0m long mesh	180m ³	100
9	Gabions: 1) 1,0m diaphragm spacing, 6,0m long by 2m wide	100m ³	100
10	Road sign support: Steel poles (76mm dia, 3.2m long, 6mm wall thickness, galvanized)	16	100
11	Road sign support: Steel tubing (76mm dia, 2m long, 6mm wall thickness, galvanized)	16	100

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	NO
-----	----

- 3.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.
The relevant rates of exchange information is accessible on www.reservebank.co.za
Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON
NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT
RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

IN RESPECT OF BID No.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of (name of bidder entity), the following:

- a) The facts contained herein are within my own personal knowledge.
- b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- c) (The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in

Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



Annex C

Local Content Declaration - Summary Schedule

- (C1) Tender No.
 (C2) Tender description:
 (C3) Designated product(s)
 (C4) Tender Authority:
 (C5) Tendering Entity name:
 (C6) Tender Exchange Rate:
 (C7) Specified local content %

Note: VAT to be excluded from all calculations

Pula EU GBP

Tender item no's	List of items	Calculation of local content						Tender summary			
		Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
21.08	Pipes in subsoil drainage system:										
	c) High Density type polyethylene pressure pipes and fittings, complete with couplings (110mm, perforated uPVC pipe)										
B13.02	c) Install new streetlights										
B13.02	e) Electrical reticulation installation										
22.10	steel reinforcement:										
	b) High - tensile steel bars										
22.23	Service Ducts: i) unplasticised PVC pipes, class 4:										
	1) 110mm dia										
	2) 160mm dia										
33.10	Dealing with services that are at risk because of the construction of earthworks:										
	a) cables (11kV and 66kV cables)										
52.03	Gabions:										
	iv) by 4,0m long mesh Gabions:										
	1) 1,0m diaphragm spacing, 6,0m long by 2m wide										
56.03	Road sign support (overhead road sign structures excluded):										
	a) Steel tubing (76mm dia, 3,2m long, 6mm wall thickness, galvanized)										
	b) Steel tubing (76mm dia, 2m long, 6mm wall thickness, galvanized)										

Signature of tenderer from Annex B

Date: _____

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	
(D2)	Tender description:	
(D3)	Designated Products:	
(D4)	Tender Authority:	
(D5)	Tendering Entity name:	
(D6)	Tender Exchange Rate:	Pula

Note: VAT to be excluded
from all calculations

EU GBP

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value

This total must correspond with
Annex C - C 21

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B. Imported directly by the Tenderer

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

C. Imported by a 3rd party and supplied to the Tenderer

				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

D. Other foreign currency payments**Calculation of foreign currency payments**

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Signature of tenderer from Annex B

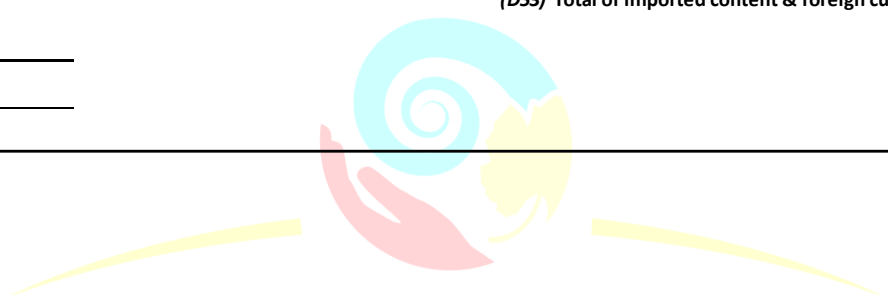
Date: _____

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

Summary of payments**Local value of payments**

(D51)

This total must correspond with
Annex C - C 23


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SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) **Total local content**

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

1 DECLARATION OF “IN THE SERVICE OF THE STATE”

If a spouse, child or parent of the owner, director, manager, shareholder or stakeholder of the entity is in the service of the state, or has been in the service of the state in the previous twelve months, the following information must be completed: (Please indicate if not applicable)

The name of the person in the employment of the state:

The capacity in which that person is in service of the state:

Is that person an owner, director, manager, shareholder or connected to the business:

Yes or No? (If yes please specify).....

The relationship to the owner, director, manager, shareholder or stakeholder of the entity

	Spouse	Child	Parent
Owner			
Director			
Manager			
Shareholder			

“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.

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1.1 This Municipal Bidding Document must form part of all bids invited.
- 1.2 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.
- 1.3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- 1.4 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- 1.5 been convicted for fraud or corruption during the past five years;
- 1.6 wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- 1.7 been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 1.8 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
1.9	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	Yes ☐	No ☐
1.10	If so, furnish particulars:		
1.11	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes ☐	No ☐
1.12	If so, furnish particulars:		
1.13	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
1.14	If so, furnish particulars:		
1.15	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐

Item	Question	Yes	No
1.16	If so, furnish particulars:		
1.17	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
1.18	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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.

.....
Signature.....
Date.....
Position.....
Name of Bidder

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PART A: RESPONSIVENESS AND EVALUATION CRITERIA**1. RESPONSIVENESS CRITERIA**

No bid will be considered by Langeberg Municipality unless it meets the following responsiveness criteria (for the bid to be considered responsive, the bid must meet the following requirements):

- a) Bidders must ensure that they are registered on the database of Langeberg Municipality, if they wish to conduct business with the Langeberg Municipality. If the bidder is not registered on the Langeberg Municipality's supplier database prior to the award of the bid, the registration form can be obtained as follows:
 - i. Supply Chain Management Unit, 28 Main Road, Ashton, 6715
- b) Langeberg Municipality will reject a bid in terms of the following:
 - i) If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to this or any other municipality or municipal entity, are in arrears for more than three months.
 - ii) The name of the company or any of its director(s) names appear on the list of Tender Defaulters or restricted suppliers as published by National Treasury.
- c) The following completed documents must be submitted or provided as part of the bid submission:
 - i) Valid tax clearance certificate (MBD 2). A trust, consortium or joint venture must submit individual tax clearance certificates for each company.
 - ii) Copy or Certified valid B-BBEE Status Level Verification Certificate. Bidders who do not submit a B-BBEE Status Level Verification Certificate or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE, but will not be disqualified from the bidding process. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification certificate for every separate bid.
 - iii) Copy of a billing account of your local municipality for the company or directors where applicable. Such account must not be older than 30 days.
 - iv) Completed and signed declaration of interest form (MBD 4).
- d) Bidders must acquaint themselves fully on the General Conditions of contract and special conditions of contract (if applicable).
- e) No bids will be accepted unless the bid documentation as issued by the municipality is utilised.
- f) No telephonic, faxed or e-mailed or late bids will be accepted.
- g) The awarding of this bid is subject to the following:
 - i) Relevant technical specifications / scope of works as stated in this bid document;
 - ii) Attendance of compulsory site or clarification meetings, if applicable;
 - iii) Attaining the minimum points for functionality, if applicable;
 - iv) Proper completion of this bid document and signing of declarations;
 - v) General conditions of contract that applies for this bid;
 - vi) Valid tax clearance certificate on the date of award;
 - vii) Any special conditions of contract as stipulated in this bid document.
- h) Persons aggrieved by decisions or actions taken in the implementation of this supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action.
- i) **Inducements, rewards, gifts and favours to municipalities, officials and other role players**
 - i) No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may either directly or through a representation intermediary promise, offer or grant any inducement or reward to the Langeberg Municipality for or in connection with the award of a contract;
 - ii) The accounting officer must promptly report any alleged contravention of subparagraph (1) to the National Treasury for considering whether the offending person, and any representative or intermediary through which such person is alleged to have acted, should be listed in the National Treasury's database of persons prohibited from doing business with the public sector.
- j) The bid must be properly received in a sealed envelope. The outside of the envelope must clearly indicate the quotation number and title (refer to invitation to bid for further details regarding submission)
- k) The bid must be deposited in the relevant quotation box as indicated in the invitation to bid (MBD1) on or before the closing date and time of the bid. **Telephonic, facsimile, electronic/ emailed and late bids will not be accepted.**
- l) Bids shall be declared invalid, and shall be endorsed and recorded as such in the bid opening record by the responsible official to open the bid, in the following instances:
 - i. If the bid is not sealed;
 - ii. if the bid including the bid price amount, where applicable is not submitted on the official pricing schedule;
 - iii. if the bid is not completed in non-erasable ink; or

- iv. if the name of the bidder is not stated, or is indecipherable
- m) A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount.
- n) The official bid document must be fully completed in indelible ink. Where information requested does not apply to the bidder and the space is left blank, the bidder must provide written clarification.
- o) All requested relevant and/ or additional documentation such as compliance certificates, professional registration, artisan qualification, etc., must be attached behind the bid document.
- p) Bidders must submit a certified statement signed by the bidder declaring that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 90 days.
- q) The bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Municipal Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).
- r) If the entity submitting a bid is a joint venture or consortium or partnership, each party to that formation must submit all the above information.
- s) The bidder must adhere to the pricing instructions. **All prices must be exclusive of Value Added Tax stated in the bill of quantities. Value Added Tax will be added at the end of the schedule.**
- t) The Bidder's details must be provided.
- u) The necessary document authorising the representative to sign and submit the bid on the bidder's behalf must be completed and signed.
- v) The declaration of interest by the bidder must be completed and signed.
- w) The bid must comply with all the minimum technical specifications.
- x) The MBD 9 (certificate of bid determination) must be completed and signed.
- y) Alternative offers may be submitted by the bidder. The municipality is under no obligation to accept alternative offers.

2. EVALUATION OF BIDS

- a) All bids received shall be evaluated in terms of the Municipal Supply Chain Management Regulations, the Preferential Procurement Policy Framework Act no 5 of 2000 and the Preferential Procurement Regulations of 2017
- b) The municipality reserves the right to accept all, some, or none of the bids submitted — either wholly or in part — and it is not obligated to accept the lowest bid.
- c) In terms of Regulation 11 of the Preferential Procurement Regulations 2017, a contract may be awarded to a tenderer that did not score the highest points, only in accordance with section 2(1)(f) of the Preferential Procurement Policy Framework Act (Act no 5 of 2000) and Regulation 11 of the Preferential Procurement Regulations 2017.

Part C1: Agreements and Contract Data

	Pages
C1.1 Form of Offer and Acceptance (Agreement)	1 - 5
C1.2 Contract Data.....	6 - 18
C1.3 Form of Guarantee	19 - 22
C1.4 Occupational Health and Safety Agreement	23 - 24



PRO FORMA
FORM OF OFFER AND ACCEPTANCE
(Contract Agreement)

Offer

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

.....

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 Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tendered, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance (hereinafter the "Contract Agreement"), 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 the Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....

..... Rand (in words);

R (in figures)

This offer may be accepted by the Employer by signing the Acceptance part of this Contract Agreement and returning one fully completed original copy of this Contract Agreement 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 the Tenderer:

Signature:

Name:

Capacity:

Name and address of organization:

(Name and address of organization/
tenderer)

Signature and name of witness:

Signature:

Name:

Date:

Acceptance

By signing this part of this Contract Agreement, 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 agreement binding Contract between the Employer and the Tenderer upon the terms and conditions contained in this Contract Agreement and in the Contract that is the subject of this Contract Agreement.

The terms of the Contract are contained in:

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

and drawings and documents or parts thereof, which may be incorporated by reference into Part 1 to 4 above. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Contract Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule of Deviations, which must be duly signed by the authorised representative(s) of both parties.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this Contract Agreement, 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 Contract Agreement, this Contract Agreement shall constitute a binding Contract between the parties.

For the Employer:

Signature(s)

Name(s)

Capacity

Name and address of organization:

LANGEBERG MUNICIPALITY
28 Main Road
Ashton 6715

Signature and name of witness:

Signature:

Name:

Date:

Schedule of Deviations**Notes:**

1. The extent of deviations from the tender documents issued by the Employer before 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 arises 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.

1 Subject

Details

.....

2 Subject

Details

.....

3 Subject

Details

.....

4 Subject

Details

.....

5 Subject

Details

.....

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and 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 changes 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 in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed fully completed original copy of this Agreement shall have any meaning or effect in the Contract between the parties arising from this Agreement.

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization/
tenderer)

Name and
signature
of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)

Name and
signature
of witness Date

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)

20.....(year)

at(place)

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardized General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition) 2015

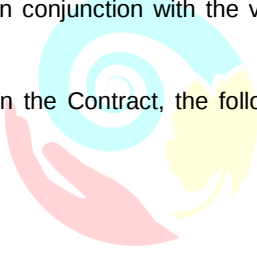
Prepared by the South African Institution of Civil Engineer's Agenting (SAICE) shall apply to and from the General Conditions of Contract for this Contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineer's Agenting (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer. The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Special Conditions of Contract below.

In the event of any discrepancy and/or ambiguity in the Contract, the following precedence will govern (priority in order from highest to lowest):

1. Contract Data
2. Project Specifications
3. Drawings
4. Bill of Quantities
5. COLTO



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1.2.1 SPECIAL CONDITIONS OF CONTRACT

In this regard, the Standard Conditions of Contract – GCC 2015 is amended by the numbered clauses set out below, as follows:

- (i) where the Standard Conditions of Contract – GCC 2015 contains no provision with the corresponding clause number, the clause set out herein is inserted into the Contract; and
- (ii) where the Standard Conditions of Contract – GCC 2015 contains a provision with the corresponding clause number, it is amended, as set out herein.

Save as amended in terms of this document, the provisions of the Standard Conditions of Contract – GCC 2015 shall remain unchanged.

1.1 Definitions

- 1.1.1.1 "agreed" means agreed by the Employer and the Contractor; or the Employer's Agent and the Contractor expressly authorised in terms of the Contract, unless specifically stated otherwise.
- 1.1.1.5 "Commencement Date" means the date that the Contract, made in terms of the Form of Offer and Acceptance, comes into effect by signing the Acceptance part and returning one fully completed original copy of this document, the Contract Agreement.
- 1.1.1.7 "Contract" means the documentation of the agreement between the parties in terms of the Form of Offer and Acceptance, and such written amendments or additions to the Contract as may be agreed and signed by both parties.
- 1.1.1.13 "Defects Liability Period" means the period stated in the Contract Data, commencing from the issue of the Certificate of Completion or Certificates of Completion in the event of more than one Certificate of Completion having been issued for different portions of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract.
- 1.1.1.16 "Employer's Agents" means the person named as the Employers' Agent in the Contract Data, or any other person appointed from time to time by the Employer, and of whom the Contractors is notified, in writing, to act as the Employers Agent for the purposes of the Contract as substitute for the Employer's Agent so named. In terms of this Contract the term "Employers Agent" will mean to be "Engineer" and vice versa.
- 1.1.1.14 "Due Completion Date" means the date or dates of the expiry of the time stated in the Contract Data for achieving Practical Completion for the whole or portions of the Works, calculated from the Commencement Date and as adjusted by such extensions of time or acceleration as may be allowed or agreed in terms of Contract.
- 1.1.1.20 "Form of Offer and Acceptance" means the document defined as the Contract Agreement that formalises the legal process of offer and acceptance and gives rise to the Contract.
- 1.1.1.35 "parties" means the Contractor and the Employer.
- 1.1.1.36 "approved programme" means the latest programme submitted by the Contractor and approved by the Employer's Agent. The latest programme approved by the Employer's Agent supersedes previous approved programmes.

1.2 Interpretations

- 1.2.1 Any written communication between the parties shall have been duly delivered if:
 - 1.2.1.1 Handed to the addressee or to his duly authorised agent; or
 - 1.2.1.2 Delivered at the address of the addressee as stated in the Contract Data, including an e-mail address; and
 - 1.2.1.3 Any notice or claim required in accordance with this Contract shall be communicated separately from other communications, on a separate cover with specific reference to the clause in terms of which the communication was made

Provided that the Employer, Employer's Agent and Contractor shall be entitled, by written notice to each other, to change their said addresses.
- 1.2.6 Any act or communication, including but not limited to "accept, agree, appoint, approve, certify, decide, delegate, dispute, elect, grant, inform, instruct, issue, notice, object, order, record, refuse, request, require, state, dispute, call for" and their derivatives indicate an act to be carried out in writing.

1.4 Non Variation Clause

- 1.4.1 This Contract is the entire contract between the parties regarding the matters addressed in this Contract. No representations, terms, conditions or warranties not contained in this Contract shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this Contract including this clause shall be effective unless reduced to writing and signed by both parties.

2.4 Ambiguity or discrepancy

- 2.4.2 If compliance with any such instruction shall result in delay to Practical Completion and/or the incurrence of proven additional cost the Contractor shall be entitled to make a claim in accordance with Clause 10.1 as read with Clause 6.3.

2.5 Assignment

- 2.5.1 Neither the Contractor nor the Employer shall, without the written consent of the other, assign the Contract or any part thereof, or any obligation under the Contract, or cede any right or benefit thereunder. Such assignment or cession shall be null and void without the other parties consent.

3.1 Qualifications of the Employer's Agent

- 3.1.1 The natural person appointed by the Employer to administer the Contract shall be a registered professional in a built environment profession that is appropriate to the Scope of Work.

3.2 Functions of the Employer's Agent

- 3.2.1 The function of the Employer's Agent is to administer the Contract in accordance with the provisions of the Contract.

4.1 Extent of obligations and liability

- 4.1.1 The Contractor shall, save insofar as it is legally or physically impossible, design (to the extent provided in the Contract Data), execute and complete the Works and obligations remedy any defects therein in accordance with the provisions of the Contract.
- 4.1.2 Where the Contract Data provides that part of the Works shall be designed by the Contractor,
- 4.1.2.1 the relevant part of the Works shall be fit for such purposes for which it is intended as are specified in the Contract, and
- 4.1.2.2 the Contractor shall, notwithstanding approval by the Employer's Agent, be liable for any error or deficiency in any drawing or document supplied by him for that part of the Works, and for any loss or damage arising out of such error or deficiency.
- 4.1.2.3 the Contractor shall submit to the Employer's Agent the "as-built" documents and operation and maintenance manuals in accordance with the Scope of Works and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of issuing a Certificate of Practical Completion in terms of Clause 5.14.1 as read with the relevant Contract data until these documents and manuals have been submitted to the Employer's Agent.
- 4.1.4 The Contractor indemnifies the Employer against any liability for any breach of the provisions of Clause 4.1.

4.2 Employer's Agent's instructions

- 4.2.3 Should the Contractor fail to proceed with due diligence with any Employer's Agent's instruction, the Employer's Agent may notify the Contractor to proceed within 7 days from receipt of such notice. Without further notice, on default by the Contractor, the Employer may employ other parties or use its own resources to give effect to such instruction in addition to any other rights that the Employer may have inter alia in terms of Clause 9.2.1.3.6. The Employer may recover such costs from the Contractor resulting from same.

4.3 Legal provisions

- 4.3.3 The Employer and the Contractor shall enter into an agreement required for the construction of the Works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the latest Construction Regulations promulgated thereunder.

4.12 Contractors Superintendence

C1

- 4.12.2 The Contractor, or a competent and authorized agent or representative approved in writing by the Employers Agent (which approval may at any time be withdrawn in writing), hereinafter called the Construction Manager, shall be on site at all times when work is being performed, or when the Employers Agent shall, with reason, require his presence. The Construction Manager must be in possession of the following:
- a) NQF level 5 for labour intensive construction methods.
 - b) Completed at least 5 projects by means of labour intensive construction.
 - c) Minimum ND Civil qualification.

5.3 Commencement of the Works

- 5.3.1 Upon the Employer's Agent's instruction the Contractor shall, save as may be otherwise provided in the Contract or be legally or physically impossible, commence executing the Works. Such instruction shall be subject to the submission by the Contractor, and approval by the Employer, of documentation required before commencement with Works execution, as set out in the Contract Data.
- 5.3.3 If the Employer's Agent's instruction to commence executing the Works, or to resubmit documentation with reasons after having found to be unacceptable by the Employer, is not received by the Contractor within 7 days from the actual date of the submission of all the documentation referred to in Clause 5.3.1, commencement of the Works shall be taken to be on the expiry of such 7 days. However, deemed commencement of the Works shall not be construed as approval of the documentation submitted.

5.4 Access to Site

- 5.4.3 If the Contractor suffers delay to Practical Completion and/or incurs proven additional cost from failure of the Employer to give access to or possession in accordance with the terms of this Clause, the Contractor shall be entitled to make a claim in accordance with Clause 10.1, for which purpose the time limits of 28 days provided in Clause 10.1.1.1 shall commence to run only from the time when access to or possession of the Site has actually been given.

5.6 Programme

- 5.6.1 The Contractor shall deliver to the Employer's Agent as part the documentation required before commencement with Works execution in accordance with Clause 5.3.1, an initial programme and method statement for carrying out the Works in order to meet the Due Completion Date.
- 5.6.2 The initial programme and all subsequent adjusted programmes shall show and, when relevant, describe in method statements, the entire scope of the Works to be performed including but not limited to:
- 5.6.2.1 The Commencement Date, commencement of the Works, Due Completion Date(s) or revisions thereof, and the planned date(s) of Practical Completion for the Works as a whole or in respect of different portions of the Works.
 - 5.6.2.8 Health and safety requirements
 - 5.6.2.9 Critical path including the links between all predecessors and successors for activities on the critical path
- 5.6.3 The Employer's Agent shall, within 7 days after the Contractor has submitted an initial or adjusted programme, approve such programme or rejecting same with reasons and instruct the Contractor to amend such programme. Reasons for rejecting a programme are *inter alia* that it is not in accordance with the Contract or is not reflecting the actual progress. The Employer's Agents failure to approve or reject with reasons the submitted programme,
- 5.6.3.1 in the event of the submitted programme being an adjusted programme, shall be considered to be the approved programme; and
 - 5.6.3.2 in the event of the submitted programme being an initial programme, shall not be considered to be the approved programme. However, the Contractor shall have the right to suspend the Works in terms of Clause 5.11.1.3 and if the Contractor suffers delay to Practical Completion and/or incurs proven additional cost from such suspension, the Contractor shall be entitled to make a claim in accordance with Clause 10.1.
- 5.6.4 The programme, method statement and the cash flow forecast shall be subject to updates and review on a monthly basis. The Contractor shall deliver to the Employer's Agent an adjusted programme reflecting actual progress and updated dates in accordance with Clause 5.6.2, even though it may reflect that the planned date(s) of Practical Completion will be later than the corresponding Due Completion Date(s), every month, and in addition;
- 5.6.4.1 when instructed by the Employer's Agent,
 - 5.6.4.2 when it no longer reflects the actual progress,
 - 5.6.4.3 when a specific event, circumstance, act or omission may delay the execution of the Works, or
 - 5.6.4.4 with each extension of time claim

- 5.6.5 The submission to and approval by the Employer's Agent of any programme, method statement and/or cash flow forecast or its adjustments, or the delivery of any other relevant particulars, shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

5.7 Progress of the Works

- 5.7.3 The Employer's Agent may request the Contractor to submit, or the Contractor may submit to the Employer's Agent, a revised programme and cost determined in accordance with Clause 6.4 for accelerating the rate of progress to achieve Practical Completion before the Due Completion Date. If accepted by the Employer, the adjusted Due Completion Date and the conditions for payment of cost shall be agreed in writing and signed by the parties.

5.9 Instructions

- 5.9.3 The Contractor shall give adequate written notice to the Employer's Agent of any instructions or drawings, which the Contractor may require for the execution of the Works and the Employer's Agent shall deliver such instructions and/or drawings to the Contractor. The notice shall include details of the necessary drawing or instruction, details of by when it should be issued, and details of the nature and amount of the delay likely to be suffered if it is late.

5.11 Suspension of the Works

- 5.11.1 The Contractor may, after giving fourteen (14) days written notice to the Employer, with a copy to the Employer's Agent, (with specific reference to this Clause) suspend the progress of the Works where the Employer has failed in terms of Clause 6.10.4 to:

5.11.1.1 Deliver a payment certificate, or

5.11.1.2 Make full payment of the amount certified in the payment certificate without prejudice to the Contractor's other rights under this Contract or by law, or

5.11.1.3 Failed to approve an initial programme in terms of Clause 5.6.3.2

5.12 Extension of the time for Practical Completion

- 5.12.1 If circumstances of any kind whatsoever which occurred be such as fairly entitle the Contractor to an extension of time and will actually delay Practical Completion of the Works beyond the Due Completion Date, the Contractor shall claim in accordance with Clause 10.1 such extension of time as is appropriate. Such extension of time shall take into account any special non-working days and all relevant circumstances, including concurrent delays or savings of time which might apply in respect of such claim and the Due Completion Date will be revised accordingly.
- 5.12.2.2 No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below cumulatively for the construction period, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.

The cumulative days for normal climatic conditions must be indicated on the initial programme as a single bar item/activity and as the immediate predecessor to Practical Completion and on the critical path of the programme. The normal climatic conditions will be recorded on the specific days, as and when they occur. Should the days listed below for normal climatic conditions not be used, the days, will become float in terms of Clause 5.6.2 of the GCC 2015 (3rd Edition). The float shall belong to the project and shall only be taken up on prior approval by the Employers Agent.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.

January	2 days
February	3days
March	4 days
April	4 days
May	4 days
June	5 days
July	5 days
August	4 days
September	4 days
October	3 days
November	2 days

December 2 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

5.12.2.5 Any delay, impediment, or prevention caused by or attributable to the Employer, Employer's Agent, the Employer's personnel or the Employer's other contractor's on the Site.

5.12.4 Instead of granting extension of time, if feasible, the Employer's Agent may request the Contractor to accelerate the rate of progress to achieve Practical Completion without extension of time and agree the cost for payment of such acceleration in accordance with Clause 5.7.3.

5.13 Penalties for delay

5.13.2.1 Refer to 1.2.2 Contract specific data.

5.14 Completion

5.14.1 Save as otherwise provided in the Contract, the Contractor shall be entitled to receive a Certificate of Practical Completion when the Works have reached Practical Completion.

When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Employer's Agent shall, within 14 days after receiving such request, either where the Works;

- 5.14.1.1 has reached Practical Completion issue a Certificate of Practical Completion to the Contractor and to the Employer or
- 5.14.1.2 has not reached Practical Completion, issue a written list to the Contractor defining the incomplete work and defects to be rectified to achieve Practical Completion.

Should the Employer's Agent not issue a Certificate of Practical Completion or such a list within the 14 days, Practical Completion shall be considered to have been achieved on the expiry of the 14 days of the written request in terms of Clause 5.14.1.

5.14.2 As soon as the work referred to in the list issued in terms of Clause 5.14.1 has been duly completed and defects that manifested after the list was issued rectified, the Employer's Agent shall deliver to the Contractor and to the Employer a Certificate of Practical Completion together with a further written list setting out the work to be completed to justify the issuing of a Certificate of Completion.

5.14.6 The Employer need not occupy the Works before the Due Completion Date

5.14.7 If, in terms of the Contract Data stated for Clause 1.1.1.14, different times for achieving Practical Completion are specified in respect of different portions of the Works, the provisions for the Works as a whole shall apply with necessary adjustment in respect of such portions.

6.2 Security

6.2.1 The Contractor shall deliver to the Employer, as part of the documentation required before commencement with Works execution in accordance with Clause 5.3.1, at his cost, the type of security for the due performance of the Contract, as selected in the Contract Data.

6.2.2 If the Contractor fails to provide or maintain the security as selected in the Contract Data within the time period stated in Clause 5.3.2 or if the performance guarantee is not in accordance with the relevant pro forma performance guarantee, the Employer, in his sole discretion, may either

6.2.2.1 Hand over the Site to the Contractor and withhold payment from the Contractor until the amount withheld is equal to ten per cent (10%) of the Contract Price. Such amount shall be reduced to five per cent (5%) of the Contract Price when the Employer's Agent has issued a Certificate of Completion [5.14.4] and to zero per cent (0%) in the Final Payment Certificate [6.10.9] or

6.2.2.2 Terminate this Contract in terms of Clause 5.3.2 as read with Clause 9.2.1.3.2.

6.2.3 If the Contractor is to provide a performance guarantee as security, he shall ensure that it remains valid and enforceable until the Final Approval Certificate is issued. The performance guarantee shall specify an expiry date, and if the Contractor has not become entitled to receive the Final Approval Certificate of the Works by the date 28 days prior to the

expiry date, the Contractor shall extend the validity of the performance guarantee until such time that work have been completed and any defects have been remedied.

6.7 Measurement of the Works

- 6.7.3.1 The Construction Manager identified in terms of Clause 4.12.2 will attend to assist the Employer's Agent in making such measurement, or to make such measurement in the presence of the Employer's Agent. Should the Construction Manager fail to attend, Clause 6.7.4.2 will apply.

6.8 Adjustment in rates and/or prices

- 6.8.2 The Contract Price shall **not** be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract.

Notwithstanding the above, if special materials are specified in the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.

Furthermore if, as a result of any extension of time granted, the duration of the contract period exceeds one year, the contract will automatically be subject to contract price adjustment for that period by which the extended contract period exceeds such one year.

Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

The value of "x" is 0,15.

The values of the coefficients are:

a = 0,20

b = 0,25

c = 0,50

d = 0,05

The base month is the eleventh month after the Commencement Date of the Contract.

In addition, the Contract Price Adjustment Schedule shall be amended as follows:

"L" is the "Labour Index" and shall be the Consumer Price Index (CPI per Province) for the National Province wherein the larger part of the Site is located, as published in the Statistical News Release, P0141 Table A of Statistics South Africa.

"P" is the "Plant Index" and shall be the Producer Price Index for Civil engineering plant as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.

"M" is the "Materials Index" and shall be the Producer Price Index for materials for Building and construction – Civil engineering as published in the Statistical News Release P0142.1, Table 11 of Statistics South Africa.

"F" is the "Fuel Index" and shall be the Producer Price Index for Diesel at wholesale level – Coast as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.

6.10 Payment

- 6.10.1 With regard to all amounts that become due to the Contractor in respect of the matters set out in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3, 6.10.1.4, and 6.10.1.5 below, the Contractor shall deliver to the Employer's Agent a monthly statement for payment of all amounts he considers to be due to him (in such form and on such date as may be agreed between the Contractor and the Employer's Agent, or failing agreement, as the Employer's Agent may require) and the Employer's Agent shall, by signed payment certificates issued to the Employer and the Contractor, certify the amount he considers to be due to the Contractor or the Employer, taking into account the following:

- 6.10.1.5 The value up to the percentage limit stated in the Contract Data of Plant and materials referred to in Clause 6.9.1 not yet built into the Permanent Works. No payment will be made for any Plant and/or materials off site, except if expressly agreed otherwise;

Provided that the Contractor has produced documentary evidence of ownership of such Plant and/or materials and has delivered to the Employer an indemnity, approved in writing by the Employer, against any claim to or in respect of such Plant and/or materials by reason of the Contractor's sequestration or liquidation, or of any defect in the Contractor's title to the Plant and/or materials.

- 6.10.4 The Employer's Agent shall deliver to the Employer and the Contractor the payment certificate referred to in Clause 6.10.1 within 7 days of the receipt by the Employer's Agent of the Contractor's said statement. The Employer's Agent shall not be relieved from its responsibility to issue a payment certificate whether or not the Contractor submits the said statement. Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2. The Employer or the Contractor, as the case may be, shall pay the amount due to the other within 28 days of receipt by the Employer and the Contractor of the payment certificate signed by the Employer's Agent. Payment shall be subject to the Contractor or the Employer, as the case may be, submitting a tax invoice, if required by law, to the other party for the amount due.
- 6.10.8 Within 14 days of the date of the Certificate of Completion, the Contractor shall deliver to the Employer's Agent a completion statement showing the value of work done in respect of which a Certificate of Completion has been issued and shall supply such further information as the Employer's Agent may reasonably require. The Contractor shall not be entitled to any payment in respect of any matter which has not been included in such completion statement save as provided for in Clauses 5.14, 7.7 and 7.8 in respect of work executed during the Defects Liability Period and/or Clauses 10.3 to 10.11 in respect of any dispute. The Employer's Agent shall deliver to the Employer and the Contractor the payment certificate in respect of the completion referred to above within 14 days of the receipt by the Employer's Agent of the Contractor's said statement, and the Employer or the Contractor, as the case may be, shall pay the amount due to the other party within 28 days after receipt by the Employer and the Contractor of the payment certificate signed by the Employer's Agent.
- 6.10.9 Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer's Agent a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved). The Employer's Agent shall within 14 days issue to the Employer and the Contractor a Final Payment Certificate, the amount of which shall be paid to the Contractor or the Employer, as the case may be, within 28 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).

8.6 Insurances

- 8.6.1.5 In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:
- (a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
 - (b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
 - (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
 - (d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

9.2 Termination by Employer

- 9.2.1.3.2 Has failed, in terms of Clause 5.3.2, to submit documentation in time, or to submit acceptable documentation, or to maintain and extend the validity of the performance guarantee until the Certificate of Completion; or
- 9.2.1.3.6 Is not executing the Works in accordance with the Contract, or is neglecting or failing to carry out his obligations under the Contract, *inter alia* to comply with any instruction under Clause 4.2; or

10.1 Contractor's Claim

- 10.1.1 The following provisions shall apply to any claim by the Contractor for an extension of time for Practical Completion of the Works in terms of Clause 5.12, or in terms of any Clause that refers to Clause 10.1 for additional payment or compensation:

- 10.1.1.1 The Contractor shall within 28 days after the commencement of each circumstance, event, act or omission giving rise to such a claim, deliver to the Employer's Agent a written claim, referring to this Clause and setting out:
- 10.1.1.1.1 The particulars of the circumstance, event, act or omission giving rise to the claim concerned,
 - 10.1.1.1.2 The provisions of the Contract on which he bases the claim
 - 10.1.1.1.3 The length of the extension of time, if any, claimed and the basis of the calculation by incorporating the effects of each circumstance, event, act or omission on the critical path of an Approved Programme, indicating the delay on Practical Completion, and
 - 10.1.1.1.4 The amount of money claimed and the basis of calculation thereof.
- 10.1.1.2 If, by reason of the nature and circumstances of the claim, the Contractor cannot reasonably comply with all or any of the provisions of Clause 10.1.1.1.1 to 10.1.1.1.4 to deliver a claim within the said period of 28 days, he shall:
- 10.1.1.2.1 within the said period of 28 days issue a further notice referring to the relevant notice in terms of Clause 10.1.2 and confirming his intention to make the claim and comply with such of the requirements of Clause 10.1.1.1.1 to 10.1.1.1.4 as he reasonably can, and
 - 10.1.1.2.2 As soon as practicable, comply with such of the requirements of Clause 10.1.1.1.1 to 10.1.1.1.4 as have not yet been complied with.
- 10.1.1.3 If the circumstance, event, act or omission relating to the claim are of an ongoing nature:
- 10.1.1.3.1 the Contractor shall, within 14 days after the commencement of each circumstance, event, act or omission giving rise to such a claim, deliver to the Employer's Agent a written notice of his intention to submit a claim, referring to this Clause and setting out the particulars of the circumstance, event, act or omission. Provided that the additional payment or compensation or delay that occurred before 14 days prior the date on which the notice in terms of this clause was delivered, shall be deemed to be covered by the rates and/or prices set out in the Pricing Data and the time stated in the Contract Data relating to Clause 5.5.1
 - 10.1.1.3.2 The Contractor shall, in addition to delivering the said further notice within 28 days in terms of Clause 10.1.1.2.1, each month deliver to the Employer's Agent, in writing, updated particulars required in terms of Clause 10.1.1.1.1 to 10.1.1.1.4 and, within 28 days after the end of the circumstance, event, act or omission deliver his final claim.
- 10.1.2 The Contractor shall issue an early warning notifying to the Employer's Agent as soon as he becomes aware of any circumstance, event, act or omission which could:
- 10.1.2.1 Increase the Contract Prices,
 - 10.1.2.2 Delay Practical Completion, or
 - 10.1.2.3 Impact on the quality or
 - 10.1.2.4 Impair the performance of the Works in use
- 10.1.3.6 The Employer, the Employer's Agent and the Contractor shall not in any proceedings in accordance with Clauses 10.3 to 10.11 be entitled to give or lead evidence of or rely on any fact or circumstance not recorded in terms of this Clause.
- 10.1.4 If, in respect of any claim to which this Clause refers, the Contractor fails to deliver his claim within the 28 day claim period in terms of Clause 10.1.1.1 or does not deliver a further notice within the period of 28 days in terms of Clause 10.1.1.2.1 or does not deliver his final claim within 28 days after the circumstance, event, act or omission ceased in terms of Clause 10.1.1.3.2, the Due Completion Date shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged all liability in connection with the claim.
- Provided that failure by the Contractor to give an early warning notice in terms of Clause 10.1.2 which an experienced Contractor could have given, the claim shall be assessed by the Employer's Agent and the ruling in terms of Clause 10.1.5 shall be taken into account the lack of mitigation measures employed due the lack of such early warning notice.
- 10.1.5 Unless otherwise provided in the Contract, the Employer's Agent shall within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1, give effect to Clause 3.1.2 and deliver to the Contractor and the Employer his written and adequately reasoned ruling on the claim referring specifically to this Clause. The amount thereof, if any, allowed by the Employer's Agent shall be included to the credit of the Contractor the next payment certificate. Where the Employer's Agent fails to make a ruling within such 28 days the claim shall be deemed to be refused;
- Provided that:
- 10.1.5.1 The said period of 28 days may be extended if so agreed between the Contractor and the Employer's Agent prior to the expiry of such 28 days, and
 - 10.1.5.2 Any amount that has been established to the satisfaction of the Employer's Agent, before his ruling on the whole claim, shall be included to the credit of the Contractor in the next payment certificate.

- 10.3.1 Any dispute of whatsoever nature arising out of this Contract concerning any of the rights and/or obligations of any party thereto, either during the currency of the Contract or after the completion thereof, including any dispute as to the validity of the Contract, shall be referred to adjudication in terms of Clause 10.5. The Contractor or the Employer, hereinafter referred to as "the parties", may deliver to the other a written notice, hereinafter referred to as a "Dispute Notice", of any dispute arising out of or in connection with the Contract;
- 10.10.1 Nothing herein contained shall deprive the Contractor or the Employer of either party's right to institute immediate court proceedings in respect of failure by the Employer or the Contractor, as the case may be, to pay the amount of a payment certificate on its due date, or to pay any amount of retention money on its due date for payment.
- 10.10.3 The Adjudication Board, arbitrator and the court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Employer's Agent. The Arbitrator and the court shall have full power to and to reconsider any decision by the Adjudication Board relevant to the matter in dispute, and neither party shall be limited in such proceedings before such arbitrator or court to the evidence or arguments put before the Employer's Agent for the purpose of obtaining his ruling, or the Adjudication Board for the purpose of obtaining a decision.



1.2.2 CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

	CL No	
Defects liability period	1.1.1.13	12 calendar months
Time for achieving practical completion	1.1.1.14	6 months – inclusive of the 14 day period referred to in Clause 5.3.2 and inclusive of non working days referred to in Clause 5.8.1, but exclusive of special non-working days.
Name of Employer	1.1.1.15	Langeberg Municipality
Address, telephone and fax number of Employer	1.2.1.2	28 Main Road, Asthon, (tel) 023 615 8000, (fax) 023 615 1563
The Pricing Strategy	1.1.1.26	Re-measurement Contract
Health and Safety Plan	5.3.1	Within 14 days after Commencement Date
Initial programme	5.3.1	Within 14 days after Commencement Date
The agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (no. 85 of 1993) and the Construction Regulations Promulgated there under must be signed	5.3.1	Within 14 days after Commencement Date
Time within which Performance Guarantee (Security) must be provided	5.3.1	Within 14 days after Commencement Date
Time within which Insurance must be provided	5.3.1	Within 14 days after Commencement Date
Letter of Good Standing from the Compensation Commissioner	5.3.1	Within 14 days after Commencement Date
Time to submit documentation before commencement of the Works is	5.3.2	14 days
Non-working days	5.8.1	The special non-working days are: (1) All gazetted public holidays falling outside the year end break. (2) The year end break commencing as published by SAFCEC The following conditions apply: a) No work allowed after 18:00 on weekdays. b) Working times for Saturdays are 08:00 - 14:00. c) No work allowed on Sundays, Public Holidays and year end break as published by SAFCEC. d) Approval for work outside of normal working hours to be obtained from Employer. Penalty for the transgression of above conditions is R 10 000/transgression.
Special non-working hours/days	5.8.1	The SAFCEC published industry

		shutdown period in December and January. All statutory holidays.
Amount of penalty for delay	5.13.1	R 25 000 per day
The requirements for achieving Practical Completions are	5.14.1	All payment items in the bill of quantities must be incorporated into the Works or as determined by the Employer's Agent.
Latent defect period beyond the date of final Approval Certificate	5.16.3	10 Years
The Security provided by the Contractor	6.2.1	Performance guarantee of 10% of the Contract Sum plus Retention of 10% of the value of the Works
The percentage allowance on the net cost of materials actually used in the completed works is	6.5.1.2.3	5%
Percentage advance on materials not yet built into the Permanent Works is	6.10.1.5	80% of value of materials on site or value of the MOS Guarantee submitted and approved, whichever is the lesser amount. Proof of payment for material must be submitted (before the MOS will be certified) of alternative a MOS guarantee may be provided (at the Contractors cost).
Limit of retention money	6.10.3	Ten percent (10%) of the contract sum
The value of Plant and materials supplied by the Employer to be included in the insurance sum is	8.6.1.1.2	Not Required
The amount to cover professional fees for the repairing damage and loss to be included in the Insurance sum	8.6.1.1.3	15% of the Contract Sum
Limit of indemnity or liability insurance required	8.6.1.3	R 20 000 000-00 for any single claim and the number of claims to be unlimited during the construction defects liability period
Dispute resolution	10.5.1	Ad Hoc Adjudication
The number of Adjudication Board Members to be appointed is	10.5.3	One

Part 2: Data provided by the Contractor

Clause 1.1.1.9:

The name of the Contractor is

Clause 1.2.1.2:

The address of the Contractor is

Physical : Postal :
Address Address

.....

.....

.....

.....

Telephone : Fax:

email :

SIGNED ON BEHALF OF TENDERER:

.....



C1.3 Form of Guarantee

PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: Langeberg Municipality

"Contractor" means:

"Engineer" means:

"Works" means: **CONTRACT NO. T32/2021: THE CONSTRUCTION OF NKQUBELAS SECOND ENTRANCE.**

"Site" means: The site as defined in Clause 1.1.1.29 of the General Conditions of Contract

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

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

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words:

"Expiry Date" means: The date of issue by the Engineer of the Certificate of Completion of the Works

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer 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. The Guarantor hereby acknowledges that:
- 3.1 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;
- 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 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 of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 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:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 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 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, 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.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. 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.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 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.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

C1

14. 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 APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 25th January 2015) approved for issue of contract guarantees to the Municipality:

National Banks:

ABSA Bank Ltd.
Development Bank of Southern Africa
FirstRand Bank Ltd.
Gensec Bank Ltd.
Investec Bank Ltd.
Land & Agricultural Bank of SA
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.
Citibank n.a.
Commerzbank Aktiengesellschaft
Credit Agricole Corporate and Investment Bank
Deutsche Bank AG
HSBC Bank : Johannesburg
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

ABSA Insurance
AIG South Africa
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Home Loan Guarantee Co.
Infiniti Insurance Limited
Lombard Insurance
Mutual & Federal Insurance Co.
New National Assurance Co.
Regent Insurance Co.
Renasia Insurance Company Ltd.
Santam Limited
Zurich Insurance Co.



C1.4 Occupational Health and Safety Agreement**AGREEMENT MADE AND ENTERED INTO BETWEEN THE LANGEBERG MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND**

.....,
(Contractor/Mandatar/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I,, representing

....., as an employer
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at on the day of 20....

Witness

Mandatar

Signed at on the day of 20

Witness

for and on behalf of
LANGEBERG MUNICIPALITY

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understands the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

Part C2: Pricing Data

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C2.1 Pricing Instructions

- Measurement and payment shall be in accordance with the relevant provisions of the SANS 1200 as amended in the Scope of Works.
- The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

- For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the SANS 1200 and/or Project Specifications
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.
- Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
- The prices and rates in the Bill of Quantities are to be fully inclusive prices for the work described under the several items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, 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.
- Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
- The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the

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items. More details regarding the extent of the work entailed under each item appear in the Scope of Work. The description may also contain the relevant specification for the specific item to be priced.

9. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in COLTO, if applicable.
10. **A price or rate shall be entered against each item in the Bill / Schedule of Quantities.** Should the Tenderer not wish to make any charge in respect of an item, a rate of zero "R0.00" or "Nil" shall be entered. The Tenderer may not group a number of items together and tender one lump sum for such group of items.

The tendered rates shall be valid irrespective of any change in the quantities during the execution of the works projects under the contract.

No unauthorized amendment shall be made to the Schedule of Rates / Bill of Quantities or any part of the Pricing Data. If such amendment is made or if the Schedule of Rates / Bill of Quantities is not properly completed, the tender will be rejected.

11. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
12. Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
13. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters L in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters L are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
14. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
15. Whether or not a PS is referenced in the payment column of the bill of quantities, and there is an amended clause in the project specifications, the price tendered will be deemed to include all relevant amended project specifications.
16. Where the project specifications amends or replaces the standard specifications, the price tendered will be deemed to be based on all the project specifications, whether a PS is referenced in the bill of quantities or not.

C2.2 Bill of Quantities

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BILLS / SCHEDULES OF QUANTITIES

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CONTRACT NO.: T32.2021The Construction of Nkqubela
second entrance**BILL OF QUANTITIES****SECTION 1300: PRELIMINARY
AND GENERAL**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
B13.01	Contractor's general obligations				
	(a) Fixed obligations	L/Sum	1		
	(b) Value-related obligations	L/Sum			
	(c) Time-related obligations	month	7		
B13.02	Provisional sums				
	(a) Protection, relocation or reinstatement of existing services	Prov Sum	1	10 000,00	10 000,00
	(b) Handling costs and profit in respect of subitem B13.02(a)	%	10 000		
	(c) Install new streetlights	Prov Sum	1	400 000,00	400 000,00
	(d) Handling costs and profit in respect of subitem B13.02(c)	%	400 000		
	(e) Electrical reticulation installation	Prov Sum	1	80 000,00	80 000,00
	(f) Handling costs and profit in respect of subitem B13.02(e)	%	80 000		
	(g) Professional Site Supervision according standards of provincial government	Prov Sum	1	580 000,00	580 000,00
	(h) Handling costs and profit in respect of subitem B13.02(g)	%	580 000,00		
	(i) Bus stop structure	Prov Sum	1	550 000,00	550 000,00
	(j) Handling costs and profit in respect of subitem B13.02(i)	%	550 000,00		
TOTAL CARRIED FORWARD					R

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CONTRACT NO.: T32.2021The Construction of Nkqubela
second entrance**BILL OF QUANTITIES****SECTION 1300: PRELIMINARY AND
GENERAL**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
TOTAL BROUGHT FORWARD					R
B13.03	Contract Name Boards	No	1		
C1000	ENVIRONMENTAL MANAGEMENT				
C10.01	The contractor's obligations in respect of Environmental Management				
	(a) Designated Environmental Officer (DEO)	Sum	1		
	(b) Environmental aspects and impacts	Sum	1		
	(c) Provision of environmental emergency measures	PC Sum	1	25 000,00	25 000,00
	(d) Contractor's charge to allow for handling costs and profit in respect of subitem C10.01 (c)	%	25 000		
D1000	LABOUR AND TRAINING REQUIREMENTS				
D10.01	Community participation				
	(a) Cost of community participation and Public Liaison"	Prov Sum	1	25 000,00	25 000,00
	(b) Handling costs and profit in respect of subitem D10.01(a)"	%	25 000		
D10.02	Liaison Officer				
	(a) Remuneration of Liaison Officer	PC Sum	1		
	(b) Handling costs and profit in respect of subitem D10.02(a)"	%	0		
	(c) Provision of transport for Liaison Officer"	PC Sum	1	5 000,00	5 000,00
	(d) Handling costs and profit in respect of subitem D10.02(c)"	%	5 000		
TOTAL CARRIED FORWARD					

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CONTRACT NO.: T32.2021The Construction of Nkqubela
second entrance**BILL OF QUANTITIES****SECTION 1300: PRELIMINARY
AND GENERAL**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD					
D10.03	Training				
	(a) Wages and salaries of hired Local Labourers for on site training by the Contractor during which no productive work is executed"	Prov Sum	1	25 000,00	25 000,00
	(b) Formal training costs for selected Local Labourers including wages during training"	PC Sum	1	15 000,00	15 000,00
	(c) Contractor's charges to allow for handling costs and profit in respect of subitem D10.03(b)"	%	15 000		
D10.04	The contractor's obligations in respect of training	Sum	1		
G1000	HEALTH AND SAFETY REQUIREMENTS				
G10.01	Contractor's obligations in respect of Health and Safety	month	6		
TOTAL CARRIED FORWARD TO SUMMARY					

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CONTRACT NO.: T32.2021The Construction of Nkqubela
second entrance**BILL OF QUANTITIES****SECTION 1500:
ACCOMMODATION OF TRAFFIC**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
15.00	ACCOMMODATION OF TRAFFIC				
15.01	Accommodating traffic and maintaining temporary deviations	km	0,5		
15.02	Earthworks for temporary deviations				
	(a) Shaping of temporary deviations	km	0,5		
	(b) Cut and borrow to fill	m³	2 500,0		
	(c) Cut to spoil	m³	600,0		
15.03	Temporary traffic-control facilities				
	(a) Flagmen	man-day	2,0		
	(b) Portable STOP and GO-RY signs	No	2,0		
	(c) Temporary traffic-control signals as specified or as shown on the drawings	No	8,0		
	(d) Amber flicker lights	No	6,0		
	(e) Road signs, R- and TR-series, (size indicated)	No	20,0		
	(f) Road signs, TW-series, (size indicated)	No	28,0		
	(h) Delineators (DTG50J) (size indicated):				
	(1) Single	No	40,0		
	(2) Mounted back to back	No	20,0		
	(i) Moveable barricade/road sign combination (size indicated)	No	6,0		
	(j) Traffic cones (size indicated)	L/Sum	1,0		
	(m) Two-way communication devices	No	2,0		
TOTAL CARRIED FORWARD					R

CONTRACT NO.: T32.2021The Construction of Nkqubela
second entrance**BILL OF QUANTITIES****SECTION 1500:
ACCOMMODATION OF TRAFFIC**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
TOTAL BROUGHT FORWARD					R
15.04	Relocation of traffic-control facilities	L/Sum	1,0		
15.05	Gravelling and repair of temporary deviations and existing gravel shoulders used as temporary deviations:				
	(a) Temporary deviations	m ³	250,0		
	(b) Existing gravel shoulders	m ³	100,0		
15.06	Watering of temporary deviations	kℓ	20,0		
15.07	Blading by road grader of:				
	(a) Temporary deviations	km-pass	0,5		
15.08	Repairs, alterations and/or additions to existing roads used as temporary deviations	Prov Sum	1,0		
15.09	Maintenance of the bituminous surfacing and pavement of temporary deviations with bituminous surfacing and existing roads with bituminous surfacing used as temporary deviations	Prov Sum	1,0		
15.13	In situ preparation and compaction of existing gravel shoulders to 93% of modified AASHTO density	m ³	250,0		
TOTAL CARRIED FORWARD TO SUMMARY					0,00

CONTRACT NO.: T32.2021The Construction of Nkqubela
second entrance**BILL OF QUANTITIES****SECTION 1700: CLEARING AND
GRUBBING**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1700	CLEARING AND GRUBBING				
B17.01	Clearing and Grubbing	ha	1		
17.02	Removal and grubbing of large trees and tree stumps				
	(a) Girth exceeding 1m up to and including 2m	No	3,0		
17.03	Re-clearing of surfaces (on the written instructions of the Engineer only)	ha	1,0		
17.06	Removal and storage of selected vegetation:				
	(a) Cost of removal, storing, protection and replanting in a protected and fenced- off area of selected vegetation	Prov Sum	1,0		
	(b) Charge on provisional sum	%	0,0		
B17.07	Remove topsoil to a nominal depth of 150mm and stockpile	m ²	4 000		
B17.08	Dismantle and remove of existing kerbing (including unlimited free-haul)	m	250		
B17.09	Dismantle and relocated of existing electrical post within a 0.1km overhaul distance	No	4		
TOTAL CARRIED FORWARD TO SUMMARY					

CONTRACT NO.: T32.2021

The Construction of Nkqubela second entrance

BILL OF QUANTITIES**SECTION 1800:
DAYWORKS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B1800	DAYWORKS				
B18.01	Plant				
	(i) Track excavator (18 - 22ton)	hr	5		
	(ii) Backhoe loader (TLB) (7 - 8 ton)	hr	5		
	(iii) Grader (CAT 140 G or equivalent)	hr	5		
	(iv) Compressor plus two jackhammers and two paving breakers, including hoses (7m ³ / minute mass approximately 150 cpm)	hr	5		
	(v) Vibratory Roller (10 - 14 ton, single drum smooth)	hr	5		
	(vi) Static roller (11-13 ton)	hr	5		
	(vii) Pedestrian roller (800-900 kg, 630 mm wide drum)	hr	5		
	(viii) Small compaction equipment (plate compactor)	hr	5		
	(ix) Pneumatic roller (27 ton)	hr	5		
	(x) Tipper Truck (10m ³)	hr	5		
	(xi) Water tanker (10 000 liters)	hr	5		
	(xii) Concrete mixer (capacity 350 litres)	hr	5		
	(xiii) Portable generator (5 kVA)	hr	5		
	(xiv) Low bed (30-40 ton)	hr	5		
B18.02	Personnel during normal working hours				
	(i) Unskilled labour	hr	5		
	(ii) Semi-skilled labour	hr	5		
	(iii) Skilled labour	hr	5		
	(iv) Ganger	hr	5		
	(v) Flagmen	hr	5		
TOTAL CARRIED FORWARD					R

CONTRACT NO.: T32.2021

The Construction of Nkqubela second entrance

BILL OF QUANTITIES**SECTION 1800:
DAYWORKS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
TOTAL BROUGHT FORWARD					R
B18.03	Personnel outside normal working hours				
	(a) Outside normal working hours and Saturdays				
	(i) Unskilled labour	hr	5		
	(ii) Semi-skilled labour	hr	5		
	(iii) Skilled labour	hr	5		
	(iv) Ganger	hr	5		
	(v) Flagmen	hr	5		
	(b) Sundays and Public Holidays:				
	(i) Unskilled labour	hr	5		
	(ii) Semi-skilled labour	hr	5		
	(iii) Skilled labour	hr	5		
	(iv) Ganger	hr	5		
	(v) Flagmen	hr	5		
B18.04	Materials				
	(a) Procurement of materials	Prov Sum	1		
	(b) Contractor's handling costs, profit and all other charges in respect of sub-item B18.04(a) above	%	0		
TOTAL CARRIED FORWARD TO SUMMARY					

CONTRACT NO.: T32.2021

The Construction of Nkqubela second entrance

BILL OF QUANTITIES**SECTION 2100 :
DRAINS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2100	DRAINS				
21.03	Excavation for subsoil drainage systems				
	(a) Excavating soft material situated within the following depth ranges below surface level:				
	(i) 0 m up to 1,5m	m ³	400		
	(b) Extra over subitem 21.03 (a) for excavation in hard material irrespective of depth	m ³	50		
21.04	Impermeable backfilling to subsoil drainage systems	m ³	90		
21.06	Natural permeable material in subsoil drainage systems (crushed stone):				
	(b) Crushed stone obtained from commercial sources (19mm Stone):	m ³	60		
21.07	Natural permeable material in subsoil drainage systems (Sand)				
	(b) Sand from commercial sources (filter sand):	m ²	40		
21.08	Pipes in subsoil drainage systems:				
	(c) High density type polyethylene pressure pipes and fittings, complete with couplings (110 mm diameter, perforated uPVC pipe)	m	300		
21.10	Synthetic-fibre filter fabric, non-woven polyester, Grade A2, (not less than 140 grams/m ²)	m ²	500		
21.12	Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems:				
	(d) Cleaning eyes	No	8		
	Breaking into existing drainage structures (manholes, kerb inlets, etc) and connecting subsoil drainage systems	No	1		
21.17	Test flushing of pipes subsoil drains	No	4		
TOTAL CARRIED FORWARD TO SUMMARY					

CONTRACT NO.: T32.2021The Construction of Nkqubela
second entrance**BILL OF QUANTITIES****SECTION 2200:
PREFABRICATED CULVERTS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2200	PREFABRICATED CULVERTS				
22.01	Excavation				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(1) 0 m up to 1.5 m	m ³	1 100		
	(b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m ³	180		
22.02	Backfilling:				
	(a) Using the excavated material	m ³	235		
	(b) Using imported selected material	m ³	300		
	(c) Extra over subitems 22.02(a) and (b) for soil cement backfilling				
	(i) with 3% Cement	m ³	10		
22.05	Portal and rectangular culverts:				
	(a) Complete with prefabricated floor slabs				
	(18) 1500mm x 600mm Class 100S Portal and Rectangular culverts complete	No	100		
22.07	Cast in situ concrete and formwork:				
	(c) In inlet and outlet structures,skewed ends,catchpits,manholes,thrust and anchor blocks,excluding formwork but including class U2 surface finish				
	(1) Class 30/19	m ³	10		
	(d) Formwork of concrete under subitem 22.07 (c) above,				
	(ii) F2 finish	m ²	35		
TOTAL CARRIED FORWARD					R

CONTRACT NO.: T32.2021

The Construction of Nkqubela second entrance

BILL OF QUANTITIES**SECTION 2200: PREFABRICATED
CULVERTS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
TOTAL BROUGHT FORWARD					R
22.10	Steel reinforcement:				
	(b) High-tensile steel bars	t	0,60		
22.17	Manholes, catchpits, precast inlet and outlet structures complete:				
	(b) Catchpits (Complete as per detail drawing no.21-LBM-030-G700-00)				
	(i) Up to 1.0 m deep (Double)	No	4		
	(d) Extra over or less than subitem 22.17 (a) for variations in the depths of manholes from the standard depth designated for tendering purposes (standard depth and type of manhole indicated)	m	1,5		
	(e) Extra over or less than subitem 22.17 (b) for variations in the depths of manholes from the standard depth designated for tendering purposes (standard depth and type of manhole indicated)	m	1,5		
22.23	Service Ducts:				
	(a) Ordinary Pipes				
	(i) Unplasticised PVC pipes, class 4				
	(1) 110mm dia.	m	180		
	(2) 160mm dia.	m	180		
22.24	Duct Marker Blocks:				
	(a) Route Markers (as specified)	No	8		
22.26	Hand excavation to determine positions of existing services	m³	25		
TOTAL CARRIED FORWARD TO SUMMARY					

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CONTRACT NO.: T32.2021The Construction of Nkqubela
second entrance**BILL OF QUANTITIES****SECTION 2300: CONCRETE
KERBING**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
23.01	Concrete kerbing (as per drawing no.21-LBM-030-R208-00)				
	a) Type BK2 Barrier Kerb:				
	i) 1000 mm units	m	700		
	ii) 330 mm units	m	70		
	b) Type MK4 Kerb:				
	i) 1000 mm units	m	15		
	ii) 330 mm units	m	65		
	c) Type MK2 Kerb:				
	i) 1000 mm units	m	50		
	ii) 330 mm units	m	50		
	d) Type E1 Kerb:				
	i) 1000 mm units	m	500		
	ii) 330 mm units	m	200		
23.02	Concrete kerbing-channelling combination (as per drawing no. 21-LBM-030/R208/00)				
	a) Type BK2 Kerb & C1 Channel				
	i) 1000 mm units	m	500		
	ii) 300 mm units	m	60		
	b) Type C1 & C1 Channel				
	i) 1000 mm units	m	80		
	ii) 300 mm units	m	90		
TOTAL CARRIED FORWARD					R

CONTRACT NO.: T32.2021The Construction of Nkqubela
second entrance**BILL OF QUANTITIES****SECTION 2300: CONCRETE
KERBING**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
TOTAL BROUGHT FORWARD					R
23.06	Inlet, outlet, transition and similar structures				
	(c) Construct 2m long, 25Mpa cast-in-situ kerbing transition sections between transitioning kerbs	No	20		
	Supply and install typical pedestrian crossing for disabled persons as per Drawing 21-LBM-030-G700-00				
	a) 330 x 330 x 105mm, 25Mpa Precast Bubble Paving Blocks with a 25mm blinding layer (all included) (As per SANS 784)	No	90		
	b) 100mm In-Situ Concrete Slab 25Mpa	m ³	20		
23.01	c) Type C2 channel kerb (1000mm units)	m	20		
23.01	d) Type C2 channel kerb (1000mm units)	m	20		
TOTAL CARRIED FORWARD TO SUMMARY					

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CONTRACT NO.: T32.2021

The Construction of Nkqubela second entrance

BILL OF QUANTITIES**SECTION 3200:
EARTHWORKS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3300	MASS EARTHWORKS				
B33.01	Cut and borrow to fill, including unlimited free-haul:				
	(a) Material in compacted layer thicknesses of 200 mm and less				
	(ii) Compacted to 93% of Modified AASHTO density	m ³	720		
33.03	Extra over item B33.01 for excavating and breaking down material in:				
	(a) Intermediate Excavation	m ³	100		
	(b) Hard excavation	m ³	50		
	(c) Boulder excavation, class A	m ³	50		
	(d) Boulder excavation, class B	m ³	50		
B33.04	Cut to spoil, including unlimited free-haul. Material obtained from:				
	(a) Soft Excavation	m ³	490		
	(b) Intermediate Excavation	m ³	10		
	(c) Hard excavation	m ³	10		
	(d) Boulder excavation, class A	m ³	10		
	(e) Boulder excavation, class B	m ³	10		
B33.07	Removal of unsuitable material, including unlimited free-haul:				
	b) in layers thickness exceeding 200mm				
	(2) Unstable material (Building Rubble)	m ³	100		
33.10	Roadbed preparation and compaction of material:				
	(b) Compaction to 93% of modified AASHTO density (100% for sand)	m ³	3 100		
TOTAL CARRIED FORWARD					R

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CONTRACT NO.: T32.2021

The Construction of Nkqubela second entrance

BILL OF QUANTITIES**SECTION 3200:
EARTHWORKS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
TOTAL BROUGHT FORWARD					R
	Dealing with services that are at risk because of the construction of earthworks				
	(a) Cables (11kV and 66kV Cables)	No	6		
	(b) Temporary protection of water pressure pipelines	Sum	3		
	(c) Temporary protection of sewer pipelines	Sum	2		
B30.20	Stockpiling of material	m ³	500		
	LANDSCAPING AND PLANTING PLANTS				
58.01	Trimming				
	(a) Machine Trimming	m ²	1 200		
TOTAL CARRIED FORWARD TO SUMMARY					

CONTRACT NO.: T32.2021The Construction of Nkqubela
second entrance**BILL OF QUANTITIES****SECTION 3400: PAVEMENT LAYERS
GRAVEL MATERIAL**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3400	PAVEMENT LAYERS GRAVEL MATERIAL				
B34.01	Pavement layers constructed from gravel obtained from commercial sources, including haul :				
	(a) Gravel selected layer compacted to:				
	(iii) 93% of modified AASHTO density, 150mm thick lower selected G9 quality material (sand only)	m ³	850		
	(iii) 93% of modified AASHTO density, 150mm thick upper selected G7 quality material (sand only)	m ³	945		
	(c) Gravel subbase (unstabilized gravel) compacted to:				
	(i) 95% of modified AASHTO density, 100mm thick G5 quality material	m ³	695		Rate Only
	(ii) Quality crushed recycled concrete aggregate material, 100mm thick G5 material compacted to suppliers specification	m ³	700		
	(iii) 98% of modified AASHTO density, 150mm thick G4 quality material	m ³	550		
B34.03	Pavement layers constructed from gravel obtained from stockpile:				
	(a) Gravel selected layer, G9 quality material	m ³	1 450		
	(b) Gravel selected layer, G7 quality material	m ³	150		
TOTAL CARRIED FORWARD TO SUMMARY					

C2

CONTRACT NO.: T32.2021The Construction of Nkqubela
second entrance**BILL OF QUANTITIES****SECTION 3600: CRUSHED-
STONE BASE**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
TOTAL BROUGHT FORWARD					R
3600	CRUSHED-STONE BASE				
B36.01	Crushed-stone base:				
	(c) Constructed from type G2 material obtained from commercial and compacted to 85% of bulk relative density, 150mm thick	m ³	550		
TOTAL CARRIED FORWARD TO SUMMARY					

CONTRACT NO.: T32.2021The Construction of Nkqubela
second entrance**BILL OF QUANTITIES****SECTION 3800: BREAKING UP
EXISTING PAVEMENT LAYERS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3800	BREAKING UP EXISTING PAVEMENT LAYERS				
38.04	Excavating and spoiling material from an existing pavement and/or the underlying fill:				
	(a) Non-cemented material	m ³	1 950		
38.08	Sawing or cutting asphalt or cemented pavement layers:				
	Cutting asphalt	m	70		
TOTAL CARRIED FORWARD TO SUMMARY					

C2

CONTRACT NO.: T32.2021

The Construction of Nkqubela second entrance

BILL OF QUANTITIES**SECTION 4100: PRIME COAT**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
4100	PRIME COAT				
41.01	Prime coat:				
	(c) MC-30 medium curing applied at a rate of 0,7 l/m ² of net bitumen.	ℓ	780		
41.03	Extra over item 41.01 for applying the prime coat in areas accessible only to hand held equipment	ℓ	50		
TOTAL CARRIED FORWARD TO SUMMARY					

C2

CONTRACT NO.: T32.2021The Construction of Nkqubela
second entrance**BILL OF QUANTITIES****SECTION 4200: ASPHALT BASE
AND SURFACING**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
4200	ASPHALT BASE AND SURFACING				
42.02	Asphalt surfacing				
	(a) Continuously graded, medium grading, using AE-2 modified bitumen				
	(i) 40 mm thick (road surface)	m ²	3 000		
	(ii) 30 mm thick (Sidewalk surface)	m ²	945		
B42.08	100 mm cores in asphalt paving	No	3		
42.13	Placing and compacting asphalt in restricted areas				
	(a) Extra over items 42.02	m ²	1 000		
TOTAL CARRIED FORWARD TO SUMMARY					

C2

CONTRACT NO.: T32.2021

The Construction of Nkqubela second entrance

BILL OF QUANTITIES**SECTION 5200:
GABIONS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
522	SECTION 5200: GABIONS				
52.01	Foundation trench excavation and backfilling:				
	(a) In solid rock (material which requires blasting)	m ³	3,0		
	(b) In all other classes of materials	m ³	15,0		
52.02	Surface preparation for bedding the gabions	m ²	100,0		
52.03	Gabions:				
	(a) Galvanized gabion boxes				
	(3) 1,0 m wide by 1,0 m wide				
	(iv) by 4,0 m long mesh	m ³	180,0		
	(c) Galvanized gabion mattresses				
	(1) 1,0 m diaphragm spacing, 6,0 m long by 2,0 m wide				
	(ii) by 0,3 m deep mesh	m ³	100,0		
52.05	Filter fabric				
	(a) Bidim U14 or similiar	m ²	1 200,0		
TOTAL CARRIED FORWARD TO SUMMARY					

CONTRACT NO.: T32.2021The Construction of Nkqubela
second entrance**BILL OF QUANTITIES****SCHEDULE F : ANCILLARY
ROADWORKS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5600	ROAD SIGNS				
B56.01	Road sign boards with painted or coloured semi-matt back ground. Symbols, lettering and borders in semi-matt black or in class I retro-reflective material, where the sign board is constructed from:				
	(c) Prepainted galvanized steel plate (chromadek 1.4 mm thick or approved equivalent): (i) Area not exceeding 2m ²				
	Signs:				
	R3 (600mm)	No	4		
	R137 (600mm)	No	4		
	R103 (600mm)	No	4		
	R2.2 & IN11.1 (900mm)	No	4		
	W413 (600mm)	No	4		
	W408 (400mm)	No	4		
	W408 (400mm)	No	5		
	R2 (900mm)	No	2		
	R327 (600mm)	No	2		
56.02	Extra over item 56.01 for using:				
	(a) Background of retro-reflective material of:				
	(i) Class I	m ²	35		
	(b) lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material:				
	(ii) Class III	m ²	35		
56.03	Road sign support (overhead road sign structures excluded):				
	(a) Steel tubing (76mm dia, 3.2m long, 6mm wall thickness, galvanized)	No	16		
TOTAL CARRIED FORWARD					R

CONTRACT NO.: T32.2021The Construction of Nkqubela
second entrance**BILL OF QUANTITIES****SCHEDULE F : ANCILLARY
ROADWORKS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
TOTAL BROUGHT FORWARD					R
	(b) Steel tubing (76mm dia, 2m long, 6mm wall thickness, galvanized)	No	16		
56.05	Excavation and backfilling for road sign supports	m³	10		
56.06	Extra over item 56.05 for cement-treatment soil backfill	m³	10		
56.08	Dismantling, storing and re-erecting road signs with a surface area of:				
	(a) Up to 2 m²	No	5		
TOTAL CARRIED FORWARD TO SUMMARY					

CONTRACT NO.: T32.2021

The Construction of Nkqubela second entrance

BILL OF QUANTITIES**SECTION 5700: ROAD MARKINGS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5700	ROAD MARKINGS				
57.02	Retro-reflective road marking paint at a nominal rate of 0.42 l/m ² as scheduled:				
	a) White lines (broken or unbroken)				
	i) 150mm width	km	1,00		
	ii) 200mm width	km	1,00		
	iii) 300mm width	km	1,00		
	b) Yellow lines (broken or unbroken)				
	i) 100mm width	km	1,00		
	c) Red lines (broken or unbroken)				
	i) 150mm width	km	0,20		
	d) White Lettering and Symbols	m ²	20		
	e) Yellow Lettering and Symbols	m ²	10		
	f) Transverse lines, painted island and arrestor bed markings (any colour)	m ²	300		
B57.01	(g) Kerb markings	m	60		
B57.06	Setting out and premarking of lines (excluding traffic-island markings, lettering and symbols)	km	1,55		
B57.07	Re-establish the painting unit at the end of the maintenance period	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY					

CONTRACT NO.: T32.2021The Construction of Nkqubela
second entrance**BILL OF QUANTITIES****SECTION 7300: CONCRETE
BLOCK PAVERS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
7300	CONCRETE BLOCK PAVING				
B73.01	Concrete block paving:				
	(a) Burgundy Red paver (Class 40/2.6 (old Class 35MPa), 80mm concrete interlocking pavers with a 25mm blinding layer (all included))	m²	150		
	(b) Brown coarse aggregate paver (Class 40/2.6 (old Class 35MPa), 80mm concrete interlocking pavers with a 25mm blinding layer (all included))	m²	850		
	(c) Class 40/2.6 (old Class 35MPa), 80mm concrete interlocking pavers with a 25mm blinding layer (all included)	m²	3 700		
	(e) Cobble pavers (Granito texture & Charcoal colour - 50 mm thick)	m²	300		
73.03	Provision and approved herbicide and ant poison:				
	(a) Provision of materials	PC Sum	1	10 000,00	10 000,00
	(b)Contractor's charges and profit added to the prime cost sum	%	10 000		
TOTAL CARRIED FORWARD TO SUMMARY					

CONTRACT NO.: T32.2021The Construction of Nkqubela
second entrance**BILL OF QUANTITIES****SECTION 8100: TESTING MATERIALS
AND WORKMANSHIP**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
8100	TESTING MATERIALS AND WORKMANSHIP				
81.01	Other special tests requested by the engineer:				
	(a) Cost of testing	PC Sum	1		
	(b) Charge on prime cost sum	%	0		
TOTAL CARRIED FORWARD TO SUMMARY					

CONTRACT NO.: T32.2021

The Construction of Nkqubela second entrance

BILL OF QUANTITIES**SUMMARY OF SCHEDULE OF QUANTITIES**

SECTION	DESCRIPTION	AMOUNT R
1300	PRELIMINARY AND GENERAL	
1500	ACCOMMODATION OF TRAFFIC	
1700	CLEARING AND GRUBBING	
1800	DAYWORKS	
2100	DRAINS	
2200	PREFABRICATED CULVERTS	
2300	CONCRETE KERBING	
3200	EARTHWORKS	
3400	PAVEMENT LAYERS GRAVEL MATERIAL	
3600	CRUSHED-STONE BASE	
3800	BREAKING UP EXISTING PAVEMENT LAYERS	
4100	PRIME COAT	
4200	ASPHALT BASE AND SURFACING	
5200	GABIONS	
5600	ROAD SIGNS	
5700	ROAD MARKINGS	
7300	CONCRETE BLOCK PAVERS	
8100	TESTING MATERIALS AND WORKMANSHIP	
TOTAL CARRIED FORWARD TO CONTRACT PRICE		

CALCULATION OF CONTRACT PRICE

E : TOTAL OF SCHEDULE(S) 1300 + 1500 + 1700 + 1800 + 2100 + 2200 + 2300 + 3200 + 3400 + 3600 + 3800 + 4100 + 4200
+ 5200 + 5600 + 5700 + 7300 + 8100

= R

F : CONTINGENCIES

(The sum provided is under the direct control of the Engineer
and may be partially or totally excluded) (10% of TOTAL E above)R

G : CONTRACT PRICE ADJUSTMENT

(The sum provided is in terms of Subclause 6.8.2 of the General Conditions of Contract) RNIL

H : TOTAL (E + F + G) R

I : TOTAL VALUE ADDED TAX (15%) ON H ABOVE R

J : CONTRACT PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER (H+ I) R

I/We, the undersigned, do hereby declare that these are the properly priced Bill / Schedules of Quantities forming part of this Contract Document containing Pages in consecutive order upon which my/our Tender for **CONTRACT NO. T32/2021: The Construction of Nkqubela Second Entrance** has been based.

My/our total Contract Price for this work and above items (Total J) is (in words)

.....
.....

SIGNED ON BEHALF OF TENDERER:

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

Part C3: Scope of Work

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LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

C3.1 Description of the Works

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1 EMPLOYER'S OBJECTIVES

The Employers objective is to upgrade the unsurfaced street in Nkqubela Robertson.

Upgrading of streets involves:

- rehabilitating the road layers with a paved finished surface
- installation of associated stormwater piping and kerbing with related infrastructure to accommodate drainage of the paved street.

The description of the project contained in the Scope of Work is merely an outline of the Contract Works and shall not limit the work to be carried out by the Contractor under this Contract. Details of some of the major items are given in this section and approximate detailed quantities for each type of work to be carried out in accordance with the Contract Documents are included in the Bill of Quantities.

2 OVERVIEW OF THE WORKS

2.1 General Description

Work items under this tender shall include any one or more of the following:

- i) Establishment on site
- ii) Clearing and grubbing
- iii) Accommodation of traffic during construction
- iv) Paving, kerbing and channelling by means of labour intensive construction methods
- v) Asphalt base and surfacing
- vi) Stormwater drainage and associated structures
- vii) Rehabilitation of streets

2.2 Work Areas

The location of the works envisaged for the Project will be shown on the drawings bound into C5 of the Project document.

2.3 Boundaries of the site

The site will be confined to the areas of construction, including the site camp of the contractor.

2.4 Occupation of the site

Access to the site of the works will be given to the Contractor on the Commencement Date.

3. EXTENT OF THE WORKS

C3

The work that is to be carried out under the contract is as provided for in the schedule of quantities. However, if during the course of construction conditions are found to differ from those anticipated, the Engineer reserves the right to modify the scope of the work to suit the prevailing conditions and circumstances. Variations introduced in this manner will be measured and paid for at the rates tendered for appropriate items listed elsewhere in the schedule of quantities or in the absence of such rates, as extra work.

4 CONSTRUCTION TIME PERIOD

The time period specified for completion by the Engineer, as stated in the Contract Data in terms of Clause 1.1.1.14 of the Conditions of Contract, is **as per the approved initial programme** exclusive of all special non-working days and year end break (builder's holidays). The Contractor shall plan and programme his construction sequence for completion within the time period specified.

4.1 Construction work programme

The Contractor shall take note of various factors contained in the specifications, which will have a significant influence on the compilation of the construction work programme. Prominent items are those which might require a lead time for ordering the equipment or which might entail a special manufacturing period.

The Contractor shall take the above into consideration when drawing up his programme and no claims will be entertained in this regard.

5. CONTRACTOR'S CAMP SITE, POWER SUPPLY AND OTHER SERVICES

The choice of all sites for the establishment of camps is subject to the approval of the Engineer.

The Contractor shall, however, make his own arrangements concerning the provision of water, electricity and other services for the campsite and office facilities.

No direct payment will be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

6. CONSTRUCTION IN CONFINED AREAS

It will be necessary for the Contractor to work within confined and restricted areas. The method of construction in these confined areas largely depend on the contractor's constructional plant.

Regardless, measurement and payment will be in accordance with the specified cross-sections and dimensions only, irrespective of the method used for achieving these cross-sections and dimensions. It is deemed that the rates tendered in the Pricing Schedule / Priced Bill / Schedule of Quantities include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions. **No additional payment will be made nor will any claim for payment be considered for work done in such confined areas, despite indications to the contrary in the Standard Specifications.**

7. WATER FOR CONSTRUCTION PURPOSES

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. Water standpipe to be procured from the Municipality at the Contractors cost. Standard fees for standpipe (consumer deposit applicable) and standard water consumption tariffs are applicable.

8. FEATURES REQUIRING SPECIAL ATTENTION**8.1 Existing Services**

Any work requiring the excavation of existing road pavements, sidewalks and verges will require the necessary wayleaves be obtained from the relevant service authorities (including DFA, Neotel, Telkom, Electrical Department / Eskom, Roads & Stormwater Department, Waterworks Department and Drainage & Sewerage Department etc).

Prior to commencing work, the Contractor shall confer with all Authorities and Departments concerned and obtain the necessary wayleaves for both overhead and underground services affected by the Works and shall satisfy himself that he has obtained all the relevant information required to complete the Contract. The Contractor will be liable for obtaining all the necessary wayleaves and work permits from the relevant service authorities prior to the commencement of work within the road reserve.

C3

The Contractor shall carry out the works with the minimum interference to existing services and it shall be clearly understood that obtaining the necessary wayleaves, will be at his own cost. The cost of repairing any damage to services, due to miscalculations or negligence on the part of the Contractor or his failure to carry out the duties set out in this Clause, shall be borne by the Contractor.

8.2 Health and Safety Plan

Prior to commencing work, the Contractor shall submit a Health and Safety Plan, compiled in accordance with the Health and Safety Specifications in the Works Specifications to the Engineer for approval. The Contractor may not commence construction without the Engineer's approval of the Health and Safety Plan.

8.3 Standard of Materials, Workmanship, Testing and Performance

The attention of Tenderers is particularly drawn to the high standard of materials, workmanship, testing and performance applicable to his Contract as a whole and he shall convey this requirement to his proposed Sub-Contractors.

The Contractor will carry out control testing of materials and workmanship as required in terms of the specifications. Where necessary, the Engineer may carry out acceptance control testing. The Employer will not pay claims or grant extension of time for delays to the works resulting from the awaiting of test results. Testing as required by the Engineer will be effected as promptly as possible but it is in the Contractors own interest to submit material samples and other components of workmanship for testing in good time to assist in avoiding or minimising delays.

8.4 Weatherproof Protection for Workers

All staff required to continue working during rain shall be provided with oilskins and rubber knee boots, or other approved protective clothing and footwear.

8.5 Night Work and Work on Public Holidays

Where the Contractor requires staff to work overtime, he shall make the necessary arrangements with the Engineer and obtain written approval from the Engineer. The Contractor shall bear the cost of his overtime work.

The following conditions apply:

- e) No work allowed after 18:00 on weekdays.
- f) Working times for Saturdays are 08:00 - 14:00.
- g) No work allowed on Sundays, Public Holidays and year end break as published by SAFCEC.
- h) Approval for work outside of normal working hours to be obtained from Employer.

Penalty for the transgression of above conditions is R5 000 per transgression.

8.6 Other Contractors

The Contractor's attention is drawn to the fact that there will be other contractors working on the Site of the Works. In accordance with Clause 4.8 of the General Conditions of Contract, the Contractor shall note and make due allowance for reasonable access to and for the adjacent operations of these other contractors on the site of the works.

9. ACCOMMODATION OF TRAFFIC

- (i) The safety and convenience of the travelling public is to be considered of utmost importance and every effort must be made to ensure that all temporary road signs, cones, flagmen and speed controls are maintained and effective, and that courtesy is extended to the public at all times.
- (ii) It is important that the traffic accommodation requirements described in these specifications are adhered to and that all installations meet with the approval of the relevant traffic authority ie the Traffic Manager of Langeberg Municipality and Provincial Department of Roads and Transport.
- (iii) Work, including the erection and removal of traffic control facilities, shall be executed between sunrise and sunset on Monday to Saturday, inclusive. Occupation of existing traffic lanes will only be allowed during daylight hours on normal working days, which are defined as Monday to Saturday, inclusive. The existing number of lanes for each traffic movement affected by construction shall not be reduced without the written authorization of the Engineer.
- (iv) It should be noted that Sundays are specified as "Special non-working days" in the Contract Data. In terms of Clause 5.8 of the General Conditions of Contract the Engineer's permission has to be obtained for work to be carried out on special non-working days, for which permission shall be applied for at least one (1) week prior to the day.

C3

- (v) The travelling public has the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on public roads.
- (vi) Failure to maintain road signs, warning signs or flicker lights, etc, in good condition shall constitute ample reason for the Engineer to bring the works to a stop until the road signs, etc, have been repaired to his satisfaction.
- (vii) The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of these specifications and Chapter 13 of Volume 2 of the South African Road Traffic Signs Manual (SARTSM).
- (viii) The Contractor shall submit proposals in connection with all signs and accommodation of traffic to the Engineer for approval.

The traffic shall be accommodated on the existing surfaced carriageway and shoulders. No bypasses or temporary deviations shall be constructed. Accommodation of traffic will generally be carried out by closing off one lane of traffic at a time and accommodating the traffic on the other lane(s). During non-working days and the period from the 16th December to 6th January, the Contractor will be required to shut down normal construction activities and only emergency work will be allowed. The traffic safety officer will be required to patrol during these non-working periods and ensure that all temporary traffic-control facilities are in place and functional.

10. ENVIRONMENTAL REQUIREMENTS

Personnel and plant shall not enter property beyond the road reserve boundary irrespective of whether or not the boundary is fenced. The Contractor shall take every precaution to avoid damage to vegetation within that area of the road reserve which falls outside the designated work area is indicated on the drawings. Any damage caused is to be repaired at the Contractor's expense.

Storage and stockpiling of materials within the road reserve will not be permitted without the written consent of the Engineer. Excess material from excavations and waste material shall be spoiled off site at suitable locations.

11. LIMITED FUNDS

Limited funds are available for this project and certain portions of the works as detailed in the scope of works may be omitted depending on the tendered rates and tender amounts received. The Employer reserves the right to amend, limit or omit certain portions / parts of the works without thereby invalidating the contract.

The financial year for the Employer closes on 30 June each year. The minimum expenditure to be achieved by the tenderer at 30 June 2022 is R 8 695 652.00 excluding VAT.

The maximum total expenditure, excluding contract price adjustment and extra work, for any financial year or part thereof during which this contract is being executed, shall be limited to the estimated expenditure (as submitted in Schedule 7 : Schedule of Estimated Monthly Expenditure of T2.2 : Returnable Schedules completed by the tenderer) approved by the Engineer plus ten (10) percent for that specific financial year.

The Contractor shall take cognisance of these additional requirements in the finalisation of his tendered rates and programme of work. No claims will be considered on account of these restrictions.

12. ASSET REGISTER

On practical completion date, a report or certificate should be issued by the Contractor indicating the total costs of the project attributable to each significant component as identified within the lowest asset hierarchy level (4) as specified within the infrastructure catalogue or Annexure A of the Langeberg Municipality's asset management policy as approved in 2014, if not contained in the catalogue.

If construction is still in progress over the year-end period of the Langeberg Municipality, being 30 June of each year, the Municipality should be furnished with a report / certificate at year-end (30 June), which details (a) The cumulative expenditure incurred up to 30 June for the project. (b) any details if the project is taking a significant longer period of time to complete than expected, including reasons for any delays. (c) details where construction or development has been halted either during the current or previous reporting period(s), including reasons for halting the construction or development of the asset/project.

C3.2 Engineering

Drawings

The drawings listed below are attached in order to give an overview of the project. Additional construction drawings will, in terms of the General Conditions of Contract, be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required.

The Works shall be carried out in accordance with the drawings listed in C5 of the tender documents and included in Volume 4 : Drawings and form part of the contract documents.

The reduced drawings that form part of the tender documents shall be used for tender purposes only.

The Contractor will be supplied with 3 unreduced paper prints of each of the drawings required for construction. These copies are issued free of charge and the Contractor shall make any additional copies he may require at his own cost.

Only figured dimensions shall be used and drawings shall not be scaled unless otherwise instructed.

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 the possession of the Contractor, which the Engineer requires to complete his record drawings shall be supplied to the Engineer's Representative before a certificate of completion will be issued.

The drawings prepared by the Employer for the permanent Works are listed. The Employer reserves the right to issue amended and/or additional drawings during the contract.



C3.3 Procurement

CONTENTS	PAGE
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3.3.2. SUBCONTRACTING	8
3.3.3. TARGETED CONSTRUCTION PROCUREMENT SPECIFICATIONS	8

3.3.1. TARGETED CONSTRUCTION PROCUREMENT

3.3.1.1 Objective

The Employer applies and promotes the principles of Targeted Construction Procurement. In terms of Employer's current procurement policy this project provides for the following objectives to be actively pursued:

- the provision of opportunities for Small, Medium and Micro- Business Enterprises (SMMEs).
- the provision of work opportunities for local labour.
- the maximising of job creation by adopting labour-intensive construction methods wherever physically feasible and economically justifiable.

3.3.1.2 Contract requirements

The Targeted Construction Procurement : Participation of Targeted Enterprises and Targeted Labour Standard Specifications is included in Part 3.3.3 of this section C3.3 of the Scope of Works and shall apply as additional Works Specifications to this contract.

For this contract, the Employer has set minimum contract participation goals, calculated as a percentage of the net amount (as defined in clause 3.2.14 below), which are specified in Schedule 20 : Preferencing Schedule in Part T2.2: Returnable Schedules.

3.3.1.3 Labour workforce

On this contract, it is the intention that work is provided during the execution of the works for targeted labour residing in the target area (ward 2 in Robertson) as defined and which would normally be the local or nearest communities. Labourers of the local or nearest communities required by the contractor shall be targeted, recruited and employed for work to enable the contractor to comply with the minimum contract participation goals for targeted labour set by the employer for the contract.

3.3.1.4 Labour-intensive construction

Construction work must be undertaken using labour-intensive methods. The Contractor shall employ labourers, artisans and subcontractors for the execution and completion of this work.

Some of the activities, which must be considered as being suitable to be undertaken by labour-intensive methods include the following:

- cleaning and trimming of site
- laying of kerbs
- laying of pipes
- laying of paving
- manhole chambers, inlet structures & headwalls
- traffic accommodation

3.3.2. SUBCONTRACTING

3.3.2.1 General

The Contractor may subcontract portions of the Works included in the Contract. Clause 4.4 of the General Conditions of Contract makes provision for subcontracting.

C3

Subcontract work provides opportunities for small or specialist businesses and can also be used to secure contract participation goal credits for HDI participation or other specific goals, where applicable.

Where participation credits are claimed by the Contractor in respect of subcontractors, suppliers, manufacturers and/or service providers, the Contractor shall ensure that all such are registered and verified on the Western Cape Supplier Database. The Employer shall not accept any claim for participation in respect of subcontractors, etc. unless they are registered and verified.

Notwithstanding the above, contract participation goal credits may not be claimed for work undertaken in respect of provisional sums and prime cost items.

Where monetary allowances for provisional sums or prime costs items have been allowed and the monetary allowance is less than R200 000, the Contractor shall invite three quotations from suitably qualified subcontractors, etc. for the required scope of works. The selection of the Subcontractors, etc. shall be approved by the Engineer.

Where monetary allowances for provisional sums or prime cost items have been allowed and the monetary allowance is greater than R200 000, an open tender process will have to be followed in respect of a subcontractor for this work. In such cases the tender will be issued by the Engineer on behalf of the Contractor.

3.3.2.2 Selected Subcontractors

With reference to subcontractors selected by the Contractor in consultation with the Employer, Clause 4.4.3 (GCC 2015) of the General Conditions of Contract states that this shall be done in accordance with the requirements of "a procedure set out in the Scope of Work."

The procedure for Selected Sub-contractors as referred to in Subclause 4.4.3 (GCC 2015) of the General Conditions of Contract and Contract Data shall be:

All specialist merchants, tradesmen and others executing any work or supplying any goods for which provisional or prime cost sums are provided in the Bill / Schedule of Quantities and who are selected for this purpose by the Contractor as specified hereafter, shall in the execution of such work be subcontractors of the Contractor and are herein referred to as "Selected Subcontractors".

Unless another procedure is specified, Selected Subcontractors are chosen and appointed as follows. The Employer and the Contractor shall compile a list of firms or persons acceptable to both and who will be invited to submit tenders for certain work or goods to be supplied by Selected Subcontractors. Before the closing date of such tenders the Contractor shall furnish the Employer with a sealed list in which is indicated the price increase required by the Contractor regarding the handling and appointment of every tenderer as Selected Subcontractor. No price increase requested by the Contractor in such list may be higher than the percentage or amount the Contractor has tendered in the main Contract against the provisional or prime cost item concerned. The list is then opened with the tenders and on the basis thereof the Employer shall indicate which tender he wishes to accept. The Contractor shall accept the tenderer and appoint him as Selected Subcontractor.

The Contractor shall incorporate in the subcontract provisions that:

- (a) In respect of the work or the goods that are the subject of the subcontract the Selected Subcontractor undertakes to the Contractor mutatis mutandis the obligations and liabilities as are imposed upon the Contractor to the Employer in terms of the Contract, and holds the Contractor harmless from and indemnifies him against the same and in respect of all claims, demands, lawsuits, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities, and,
- (b) The Selected Subcontractor holds the Contractor harmless and indemnifies him against:
 - (i) Shortcomings in the subcontract works if and where the works were designed by the Selected Subcontractor;
 - (ii) defects in the goods if and where the goods were manufactured and/or supplied by the Selected Subcontractor;
 - (iii) any negligence by the Selected Subcontractor, his agents, workmen and servants;
 - (iv) any misuse by the Selected Subcontractor of any Constructional Plant, Temporary Works or materials provided by the Contractor for the purposes of the Contract;
 - (v) any claims as aforesaid.

3.3.2.3 Appointment of targeted enterprise subcontractors

The Contractor is required to appoint domestic subcontractors in order to meet the participation goal for targeted enterprises as indicated in Schedule 21 of T2.2: Returnable Schedules.

The Contractor will be allowed to subcontract any portion of work that he wants to count towards his participation goal and make an award on a domestic subcontract basis, subject to the requirements of Clause 6 of the General Conditions of Contract. The Contractor may procure these subcontractors using his own subcontract selection methodology.

Prior to the appointment of any domestic subcontractor, whose work is to contribute to the participation goal, the Contractor shall submit to the Employer details of the scope of the work subcontracted including the relevant items in the Bill of Quantities, what the subcontract total sum is and what the Contractor's corresponding tender amount is for the same scope of work is including all the relevant Establishment and General sums and any other allowable sums.

In the event that the subcontract total sum is less than 85% of the corresponding Contractor's sum indicated above, or the subcontract total sum is less than 65% of the Employer's internal estimate, the Contractor shall undertake to allow the subcontractor to submit any explanatory information regarding the subcontract to the Employer, and the subcontractor shall agree be interviewed by the Employer or the Employer's Agent to discuss the breakdown of the subcontract sum in order to satisfy the Employer that the subcontractor can complete the work at the amount submitted on a reasonable sustainable commercial basis. If there are concerns about the subcontractor's tender sum the subcontractor shall have the right to withdraw their tender without any sanction of any nature by the Contractor.

If the subcontractor withdraws the Contractor may have to select a different package of work to contribute to his subcontract target or choose and propose to appoint a different subcontractor for the same scope of work, or the Contractor will have to present, for the same subcontractor a re-negotiated subcontract sum that will be acceptable to the Employer. All additional costs that may arise as a result of such a re-negotiation or re-tendering/re-appointment shall be borne by the Contractor.

If a suitable subcontractor cannot be identified for the envisaged scope of works the Contractor shall complete the work at his tendered rates and the associated part of the works shall form part of the works executed by the Contractor and be excluded from counting towards the subcontract participation goal(s).

3.3.3. **TARGETED CONSTRUCTION PROCUREMENT SPECIFICATIONS**

The following South African National Standard Resource Specifications for the implementation of Targeted Construction Procurement issued and published by Standards South Africa:

South African National Standard SANS 1914-4 : 2002 (Edition 1)
Targeted Construction Procurement : Part 4 : Participation of Targeted Enterprises and Targeted Labour (Local Resources)

shall apply to and form part of this Contract (see Schedule 21 of T2.2 : Returnable Schedules).

Where the South African National Standard SANS 1914-Specification is not bound in this document, it may be obtained from South African Standards (website www.sansa.co.za) or inspected, by appointment, at the offices of the Employer's representative during normal working hours.

The South African National Standard Specification makes provision defining targeted enterprises and targeted labour, weightings for different subcategories, for factors and additional requirements to be specified to suit a particular contract. Details of such factors or additional requirements applicable to this contract are contained in this part of the Scope of Work.

Preferences granted in terms of Targeted Enterprises and Targeted Labour (Local Resources) shall be executed in accordance with the conditions specified below and included in **Schedule 21 : Preferencing Schedule where preferences are granted in respect of Targeted Enterprises and Targeted Labour (Local Resources) in Part T2.2, Returnable Schedules.**

VARIATIONS TO THE STANDARDISED SANS 1914-4: 2002 SPECIFICATION

Variations, amendments and additions to the SANS 1914-4: 2002 : Part 4 : Participation of Targeted Enterprises and Targeted Labour (Local Resources) Standardised Specification are as set out below. Should any requirements of the variations conflict with other requirements of the SANS 1914-4: 2002 Specification, the requirements of the variation shall prevail.

The number of each clause and each payment item in this part of the project specifications consists of the prefix TP4 (Targeted Procurement – Part 4) followed by a number corresponding to the number of the relevant clause or item in the SANS Specification. The number of a new clause or item which does not form part of a clause or item in the standard SANS Specification and which is included here, is also prefixed by TP4 followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

TP4-2. DEFINITIONS (CLAUSE 2)

TP4-2.10 Target Area (Clause 2.10):

Add the following:

For this Contract the following Target Areas shall apply:

1. The geographical area located within **Ward 2, Nkqubela Robertson, labour should be from Ward 2 in Nkqubela, Langeberg Municipality** - Target Area 1 is **defined as the Local Area for this Contract**.
2. The geographical area, excluding Target Area 1, located within the boundaries of the Langeberg Municipal District.
3. The geographical area, excluding Target Areas 1 and 2, located within the Western Cape Province.

TP4-2.11 Targeted Enterprise (Clause 2.11):

Add the following :

Targeted Enterprises for this Contract shall be a sole trader, partnership or legal entity from the Local Area.

TP4-2.12 Targeted Labour (Clause 2.12):

Add the following :

The following individuals are defined as the target group for this Contract:

All unskilled labour (100%) to be from Target Area. South African citizens, temporarily employed by the contractor and his subcontractors in the performance of the contract, who permanently reside within the boundaries of Target Area (ward 2, Nkqubela) as specified. It is incumbent on individuals to demonstrate their claims to such residency on the basis of identification and association with and recognition by members of the community residing within the aforementioned area. It is incumbent on individuals to provide evidence of qualifying for the target groups.

TP4-2.15 Weightings (Clause 2.15):

Add the following :

In terms of Targeted Labour Goal Credit calculations (Section 3.3 of SANS 1914-4) the Weighting Factor for all contributions shall be taken as 1,0.

Add the following new subclause :

TP4-2.16 (new subclause 2.16):

Wages:

The actual amount paid periodically to targeted labour employed by the main contractor and his subcontractors after all deductions made in terms of the law (e.g. UIF) and exclusive of all company overheads and other benefits such as protective clothing, transport etc.

TP4-3. REQUIREMENTS (CLAUSE 3)

TP4-3.1 Contract Participation Goal (Clause 3.1):

Add the following to Subclause 3.1.1:

For this Contract the minimum Contract Participation Goals set by the Employer are.

Contract Participation Goal	CPG _{2min}	Minimum set by Employer
Targeted Enterprises SANS 1914-4 Annex A Method 2 Clause A.2.2.1	CPG _{2Emin}	30 %
Targeted Labour SANS 1914-4 Annex A Method 2 Clause A.2.2.2	CPG _{2Lmin}	0 %
Total Contract Participation Goal SANS 1914-4 Annex A Clause A.3	CPG _{2Emin} + CPG _{2Lmin} = CPG _{2min}	30 %

Tenders that do not meet each of the individual abovementioned minimum Contract Participation Goals (CPG_{2min}) set by the Employer will not be considered (not applicable if minimum percentage specified is 0%).

TP4-3.2 Achieving the Contract Participation Goal (Clause 3.2):

3.2.1 General**(a) Method 1**

In the first paragraph numbered (1) replace the words “not less than 50% of the wages and allowances” with the words “not less than 30% of the wages and allowances”.

Delete subclauses (1) and (2) and add the following to Subclause 3.2.1:

For this Contract the Contractor may achieve the specified contract participation goal by the engagement and use of targeted enterprises and targeted labour as outlined in SANS 1914-4 and measured **by using Method 2 only**. The engagement and use of targeted enterprises and targeted labour as outlined in SANS 1914-4, will not be measured by using Method 1 - **Method 1 will therefore not be applicable.**

TP4-3.3 Contract Participation Goal Credits (Clause 3.3):

Add the following new subclause after subclause 3.3.3

3.3.4 Further to the requirements of 3.3.3, credit will be denied should the Contractor not employ Targeted Labour in accordance with comply with the following relevant statutory legislation:

- Basic Conditions of Employment Act 75 of 1997
- Labour Relations Act 66 of 1995
- Employment Equity Act 55 of 1998 (Chapters 1 and 2)
- Occupational Health and Safety Act 85 of 1993
- Compensation for Occupational Injuries and Diseases Act 130 of 1993
- Skills Development Act of 1998

The statutory Department of Labour Government Notice No. R204 of 2 March 2001 : Basic Conditions of Employment Act (No. 75 of 1997) : Sectoral Determination 2 : Civil Engineering Sector, South Africa as amended shall apply in respect of any employer or employee associated with the contract.

In particular the Contractor shall pay his Labour workers at least the minimum wage prescribed in the statutory legislation.

The prime or main contractor who does not meet each of the individual minimum contract participation goals set by the Employer faces the possibility of being sanctioned. (See clause TP4-6 below)

Credits towards the contract participation goal for targeted enterprises will only be accorded to subcontractors / suppliers / manufacturers / service providers who undertake work directly for / to the main contractor. No credits will be accorded to targeted enterprises who are engaged by subcontractors / suppliers / manufacturers / service providers working under the main contractor.

Similarly, credits towards the contract participation goal for targeted labour will be granted for targeted labour employed by subcontractors only if they undertake work directly for / to the main contractor in the performance of the contract. However, in the case of subcontractors who are also targeted enterprises, the value of their targeted labour will, at the contractor's choice, count either towards the CPG for labour or the CPG for enterprise, but not both.

TP4-6. SANCTIONS (CLAUSE 6)

Add the following:

In the event that the Contractor fails to substantiate that any failure to achieve the Contract Participation Goal (CPG_{2E} and/or CPG_{2L}) relating to the granting of a preference was due to quantitative underruns, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall pay to the Employer penalties (P) in an amount determined in accordance with the following formula :

$$P = 0,15 \times \frac{(D - D_0)}{(100)} \times N_A$$

where D = tendered Contract Participation Goal (CPG₂) percentage.

D₀ = the Contract Participation Goal (CPG₂) which the Employer's Representative, based on the credits passed, certifies as being achieved upon completion of the Contract.

N_A = Net Amount

P = Rand value of penalty payable

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In applying the above formula the employer may give consideration to the following rules:

- a) In the event of the CPG for a sub category item not being achieved, credit may be given to reduce the penalty to the extent that other sub category items under the same main category have exceeded their CPG targets provided that at least 50% of the CPG target for the offending sub category item has been achieved.
- b) Where, after applying rule a), one or more of the sub category items still warrant a penalty and the CPG target for the relevant main category has also not been achieved, then only the penalty applicable to the main category item will apply.
- c) No credit will be given for exceeding the CPG target of any of the three main categories (Subcontractors, Suppliers/Manufacturers and Targeted Labour)



C3.4 Construction

Works Specifications

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PART B: PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS	15
PART C: HEALTH AND SAFETY REQUIREMENTS	14



PART A: STANDARD SPECIFICATIONS

The following relevant standardised specifications, as listed below, shall form the Standard Specifications and apply to this contract:

(a) Standard Specifications

Where reference is made to the standard specifications in this contract, it shall mean the **COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998**, prepared by the Committee of Land Transport Officials complete with any corrections and amendments applicable at the time of tendering.

The tenderer shall obtain / purchase it from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za. This document may also be inspected, by appointment, at the offices of the employer and the consulting engineers during normal office hours.

STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE WORKS

SECTIONS

SECTION 1100: DEFINITIONS AND TERMS

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

SECTION 1500: ACCOMMODATION OF TRAFFIC

SECTION 1700: CLEARING AND GRUBBING

SECTION 1800: DAYWORKS

SECTION 2200: PREFABRICATED CULVERTS

SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING

SECTION 3300: MASS EARTHWORKS

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

SECTION 3600: CRUSHED-STONE BASE

SECTION 3800: BREAKING UP EXISTING PAVEMENT LAYERS

SECTION 4100: PRIME COAT

SECTION 4200: ASPHALT BASE AND SURFACING

SECTION 5400: GUARDRAILS

SECTION 5500: FENCING

SECTION 5600: ROAD SIGNS

SECTION 5700: ROAD MARKINGS

SECTION 5800: LANDSCAPING AND PLANTING PLANTS

SECTION 5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

SECTION 7300: CONCRETE BLOCK PAVING FOR ROADS

SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

(b) Project Specifications

Amendments to, omissions from or additions to the standard specifications, as defined above, that may be required in connection with this specific project are bound in Part B: Project Specifications referring to the Standard Specifications.

In addition, the following project specifications shall also apply to this contract:

PART C: SPECIFICATIONS HEALTH AND SAFETY SPECIFICATIONS



PART B: PROJECT PARTICULAR SPECIFICATIONS**PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS**

Amendments to the standard specifications are included in this Part B: Project Specifications referring to the Standard Specifications.

- (i) The project specifications form an integral part of the contract documents and supplement the standard specifications.
- (ii) In the event of any discrepancy between the project specifications and a part of the standard specifications, the bill of quantities, or the drawings with regard to the scope or quality of the works, the project specifications shall take precedence.
- (iii) The standard specifications, which form part of this contract, have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a payment item which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications



SECTION 1100: DEFINITIONS AND TERMS CONTENTS

Add the following to the contents:

"B1157 PROCESS CONTROL

B1158 ACCEPTANCE CONTROL"

B1115 GENERAL CONDITIONS OF CONTRACT

Replace clause 1115 with the following:

"The General Conditions of Contract for Construction Works (3rd Edition) 2015 (GCC 2015) published by the South African Institute of Civil Engineering, together with the special conditions of contract forming part of the contract.

Accordingly, all reference in the Standard Specifications to any other General Conditions of Contract (GCC) must be amended. The Standard Specifications have been scrutinized and clauses which refer to another GCC identified. These are tabulated below together with the relevant equivalent clause in the GCC 2015. The context of the reference to the GCC is also noted.

Whereas every effort has been made to include all the affected clauses in the table, there may be some omissions. In every case, however, the GCC 2015, and as may be amended in the Contract Data included in the Special Conditions of Contract, shall apply and have precedence over the Standard Specifications and the contractor shall be responsible for interpretation of the equivalent clause.

TABLE 1115/1

REFERENCES IN COLTO STANDARD SPECIFICATIONS TO THE COLTO GENERAL CONDITIONS OF CONTRACT AND GCC 2015

COLTO Standard Specification		COLTO General Conditions of Contract 1998 (GCC)		GCC 2015	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference
1115	1100-2		Definition of GCC		Definition of SAICE
1202	1200-2	15	Construction programme	5.6	Programme of the Works
1115	1100-2		Definition of GCC		Definition of SAICE
1202	1200-2	15	Construction programme	5.6	Programme of the Works
1206	1200-3	14	Setting out of works and beacons		Omitted
1209(e)	1200-5	52(2)	Valuation of material brought onto site	6.10.2	Valuation of material brought onto site
1210	1200-5	54	Certificate of practical completion	5.14	Certificate of Practical Completion
1212(l)	1200-7	49(2)	CPA on alternative designs	6.8.2	CPA on alternative designs
1215	1200-9	45	Extension of time for completion due to abnormal rainfall.	5.12	Extension of time for completion due to abnormal rainfall.

COLTO Standard Specification		COLTO General Conditions of Contract 1998 (GCC)		GCC 2015	
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Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference
1217	1200-10	35	Care of the works	8.2	Care of the works
1303(iii)	1300-1	49	Price adjustment Item 13.01 (a)	6.8	Price adjustment Item 13.01 (a)
1303(iii)	1300-2	49	Price adjustment Item 13.01 (b)	6.8	Price adjustment Item 13.01 (b)
1303(iii) 1303(iii)	1300-1 1300-2	53 53	Variations exceeding 20% Variations exceeding 20%	6.11	Variations exceeding 15% Variations exceeding 15%
1303	1300-2	12	Payment Item 13.01 (c)	5.2	Commencement of the Works
1303	1300-2	45	Payment Item 13.01 (c)	5.12	Payment Item 13.01 (c)
1403(c)(ii)	1400-4	40(1)	Variation for rented accommodation	6.4	Variation for rented accommodation
1505	1500-3	40(1)	Variation for temporary drainage	6.4	Variation for temporary drainage
Item 15.08	1500-8	48	Payment of Provisional Sum	6.6	Payment of Provisional Sum
Item 15.09	1500/8	48	Payment of Provisional Sum	6.6	Payment of Provisional Sum
Item 15.11	1500-8	48	Payment of Provisional Sum	6.6	Payment of Provisional Sum
Note (2)	3100-4	40	Payment for prospecting for materials	6.5.2	Payment for prospecting for materials
3204(b)(iii)	3200-2	40	Payment for oversize material	6.5.237	Payment for oversize material
3303(b)	3300-2	2	Engineer's decisions, with reference to materials classification	3.1	Engineer's decisions, with reference to materials classification
5803(c)	5800-3	40	Variation, for landscaping	6.4	Variation, for landscaping
5805(d)	5800-4	40	Variation, for grassing	6.4	Variation, for grassing
Item 58.10	5800-10	48	Payment for Extra Work	6.4	Payment for Extra Work
8103(c)	8100-1	40	Variation, for testing material	6.4	Variation, for testing material
Item 81.03	8100-26	22	Clearance of site on completion, with reference to core drilling	5.15	Clearance of site on completion, with reference to core drilling

Add the following clause:

“B1156 OTHER DEFINITIONS

The COLTO Standard Specification for Roads and Bridges has been written for all contractors, Employers and Engineers. Similarly, the works and the site are not defined and the general nature of the entities and elements that collectively constitute construction under a contract are characterized by the use of lower-case letters throughout.

These project specifications continue to use lowercase spellings in order to avoid the appearance of the upper case and lower-case words to describe or prescribe the same elements of work required on this project. However, for the purposes of this contract the following definitions shall apply:

- (a) **Contractor:** The Contractor and the contractor is the same persona defined under clause 1.1.1.9 of the general conditions of contract, but who will only be formally identified by the completed form of acceptance, and which will be bound into the final contract document.
- (b) **Employer:** The Employer and employer is the same persona and is defined in clause 1.1.1.15 of the general conditions of contract.
- (c) **Employer's Agent:** The Employer's Agent and is the same persona and is defined in clause 1.1.1.16 of the general conditions of contract.
- (d) **Schedule of quantities:** The terms “Schedule of Quantities”, (used throughout the standard specifications) and “Bill of Quantities”, (used in all other documents forming part of this contract), are synonymous.
- (e) **Specifications:** All specifications forming part of the contract whether they appear in the standard specifications, the project specifications or on the drawings, or any other specifications referred to in the said specifications, or be they written instructions given to the contractor.
- (f) **Standard specifications:** The standard specifications for road and bridge works prescribed by the employer and forming part of the contract.
- (g) **Project specifications:** Any specifications appearing under this heading and forming part of the contract, and containing any amendments to, omissions from or additions to the standard specifications that may be required in connection with a specific project.”

Add the following additional clauses:

“B1157 PROCESS CONTROL

Process control is the responsibility of the contractor and refers to all testing required to be carried out on the Works in order to ensure that the completed permanent works comply with the specifications and drawings. All such testing will be subject to inspection and approval by the employer's agent.

B1158 ACCEPTANCE CONTROL

Acceptance control means whatever testing the employer's agent carries out over and above the process control testing already carried out in order to decide on the acceptability of any work submitted by the contractor.

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS**B1202 SERVICES**

Add the following after the first paragraph of clause 1202 of the specifications:

"Various overhead services exist within the boundaries of the site. Should any work become necessary due to unforeseen circumstances then all work shall be done strictly in accordance with the requirements of the relevant service owner and in accordance with the requirements of these project specifications and the standard specifications where applicable."

Add the following to the second paragraph:

"All the known services inside the limits of the works are indicated on the drawings. The contractor shall however, immediately inform the employer's agent representative of any underground service which is not shown on the drawings and which he discovers during the contract."

Insert the following paragraphs after the fifth paragraph:

"All services which exist or are presumed to exist by the contractor or the employer's agent must be searched for and exposed by the contractor so that the employer's agent can take a final decision about possible protection or relocation.

It is also a condition of this contract that the contractor notify the employer's agent in writing at least one week in advance of the intention to search and expose any existing services. During this period the contractor must assist the employer's agent in gathering any information about these services."

Add the following at the end of this clause:

"The contractor shall note that no mechanical excavators or vibratory type compactors may be used within three (3) metres of any telecommunications or electrical services. No pegs or stakes shall be driven into the ground in the vicinity of underground services unless their exact positions have been determined.

The contractor's attention is drawn to the following with regard to work done in the proximity of ESKOM and other electrical services:

MACHINERY AND OCCUPATIONAL SAFETY ACT (Act No 6 of 1983) WITH REGULATIONS

D16 (7) Excavations

The builder or excavator shall ascertain as far as practicable the location and nature of underground services likely to be affected by the excavation and take such steps as may be necessary to prevent danger to persons.

THE ELECTRICITY ACT (Act No 40 of 1958)

Section 51(3): Offences and Penalties

Any person who without legal right (the proof of which shall be upon him) cuts or damages or interferes with any apparatus for generating, transmitting or distributing electricity, shall be guilty of an offence and liable on conviction to a fine not exceeding R1 000,00 or to imprisonment for a period not exceeding twelve months.

The contractor shall take the above into account in the drawing up of his construction programme and in the calculation of his tendered rates and shall note that no additional payment or compensation will be allowed for any additional costs or delays incurred as a result of compliance with these regulations, except as measured and paid under the items listed in the bill of quantities.

The contractor shall allow all reasonable access to the representatives of any authority or department for the purpose of maintaining, laying and/or relaying any services, cables, or mains during the period of the contract.

Permanent alterations to existing services ordered in writing by the employer's agent, and for which no separate provision has been made in the bill of quantities, will be paid for under dayworks if required."

B1204 PROGRAMME OF WORK

(a) General requirements

Delete the first paragraph and replace with the following:

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"The contractor shall submit his programme to the employer's agent for approval within the time stated in the contract data. The programme shall be in the form of a bar chart (Gantt chart) or any other time-activity form acceptable to the employer's agent, and shall clearly show:

- (i) The proposed rate of progress in order to complete the works within the required period as tendered, showing the various activities, their durations and proposed resourcing levels (major plant and labour) for each element of the works. Sufficient detail shall be provided to enable the employer's agent to be able to gauge construction progress. All activities, including establishment on site, trimming and finishing and the completion of all minor ancillary works are to be included in the programme.
- (ii) A work breakdown structure that identifies all major work activities.
- (iii) Scheduled start and end dates for each activity, the linkage of activities and any dependencies (time or resource related) between them.
- (iv) The sequence of activities clearly identifying the activities on the critical path as well as the float/slack for items that is not on the critical path.
- (v) Key dates in respect of work to be carried out, information required or due delivery.
- (vi) The anticipated value of work to be done during each month.
- (vii) Other information specifically required by the employer's agent.

When drawing up his programme, the contractor shall, inter alia, take into consideration and make allowance for:

- (i) All risks, obligations, requirements etc as described in the Scope of Works, the Standard Specifications, the Project Specifications, the GCC 2015, the Special Conditions of Contract and the Contract Specific Data.
- (j) All the requirements of the Contract must be shown in the Programme.

The following details shall be submitted together with the programme:

- (i) The overall labour and major plant resource levels on which the programme is based.
- (ii) The detailed traffic accommodation proposals on which the programme is based (road or lane closures, timing etc.).

The contractor shall submit to the employer's agent, at least one working day before each monthly site meeting copies of the following:

- (i) The contract programme with progress charts and programme graphs updated to reflect the actual progress to date and a summary of progress on site over the month preceding the site meeting.
- (ii) Details of activities running late, indicating what steps have been or will be taken to ensure that the work is completed within the specified time.
- (iii) A report on all labour, plant and materials on site.

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following to the second paragraph:

"The contractor's attention is also drawn to the requirements in section 8100 for the submission to the employer's agent and employer for prior approval of certain materials and mix designs accompanied by the relevant test results."

Replace the third paragraph with the following:

"The intensity of control and of tests to be conducted by the contractor in terms of these obligations shall meet but, not be limited to, that specified in clause B8209 and shall be adequate to ensure that proper control is being exercised."

Insert the following paragraph between the third and fourth paragraph:

"Within two weeks of the site handover, the contractor shall submit to the employer's agent for his approval, the quality assurance system he proposes using. The contractor shall discuss and agree with the employer's agent any proposed changes before their instigation. The system shall record the lines and levels of responsibility and indicate the method by which testing procedures will be conducted."

Add the following at the end of this clause:

"The employer's agent shall, for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of section 8200 of the standard specifications (Quality Control Scheme 1, Judgement Plan B). Where small quantities of work are involved, a lot shall mean a full day's production for a specific item of work subject to acceptance control testing.

The employer shall not pay claims for delays to the works resulting from the awaiting of test results.

B1206 THE SETTING-OUT OF THE WORK AND PROTECTION OF BEACONS

Replace the first paragraph with the following:

"The employer's agent shall establish the basic reference pegs and benchmarks on the site and give to the contractor the particulars thereof in sufficient time to enable the contractor to meet his approved programme"

Add the following at the end of the fourth paragraph:

"Existing road markings, particularly road junction/intersection lines, and no overtaking barriers are also elements of the road that require proper setting out. The contractor shall prove to the employer's agent that critical reference points have been satisfactorily recorded for later reinstatement before any work commences that will obliterate the existing markings."

Add the following at the end of the fifth paragraph:

"The contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the employer's agent. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the contract without the consent of the employer's agent shall be the contractor's responsibility and included in the tender rates."

B1207 NOTICES, SIGNS AND ADVERTISEMENTS

Replace the second paragraph with the following:

"At each end of the works at locations determined by the employer's agent, the contractor shall provide and erect contract signboards of sound, weatherproof construction, painted by an approved firm of sign writers in accordance with the details shown on the drawings."

Delete the final paragraph and replace with the following:

"All signboards erected in accordance with the drawings or as approved advertisements for the contractor's establishment, shall be removed at the same time as the contractor's disestablishment. The completion certificate shall not be issued and payment under subitem 13.01(a) for the final instalment of 15% of the tendered lump sum shall not be made unless all the contract signboards, advertisements, notices, and temporary signs have been removed.

B1209 PAYMENT

(b) Rates to be inclusive *Add the following:*

"No value added tax shall be included in the contractor's tendered rates or amounts. Payment of value added tax (VAT) shall be made under a separate item. The final offer must include all VAT and contingencies as indicated.

(c) The meanings of certain phrases in payment clauses

(i) Procuring and furnishing ... (material) *Add the following:*

"Payment for procuring and furnishing material from commercial sources shall include for all transport costs, irrespective of distance hauled."

Add the following new subclauses:

(g) Work in confined areas

Except where provided for in the specifications and the bill of quantities in the pricing data no extra payment shall be made nor shall any claim for additional payment be considered for construction in confined areas. The omission of standard pay items from the bill of quantities shall be taken to be deliberate and any additional costs incurred shall be included in the bulk rate.

(i) Trade names

Where materials are specified under trade names, tenders rates must be based on these materials. Equivalent materials may be submitted as alternative tender offers in the tender and the employer's agent may, after receipt of tenders, approve the use of equivalent materials.

(j) Payment certificates

Delete the entire clause and replace with the following:

The GCC 2015 and as may be amended in the Special Condition of Contract as contained in the Contract Data applies in this regard.

B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

Delete the entire clause and replace with the following:

The GCC 2015 and as may be amended in the Special Condition of Contract as contained in the Contract Data applies in this regard.

B1214 CONTRACTOR'S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED

Under subclause (e) replace the opening paragraph with:

"Should the contractor use land not provided by the employer for the purpose of his own establishment, employer's agent offices and laboratory, or storing of equipment or materials required for construction or disposal, it shall be subject to the following:"

Add the following sub subclauses:

- (vi) That lease agreements are concluded with the owner or owners of such land for the full period that such areas are required. The leases shall provide for possible extensions to match the duration of the contract. The lease agreements shall also provide for the contract being terminated by contractor's default or liquidation and the resulting possibility for them to be taken over by a succeeding contractor.
- (vii) That copies of lease agreements shall be submitted to the employer's agent prior to signature by the signing parties, and copies lodged with the employer's agent after signing. Notwithstanding the employer's agent approval of the conditions of a lease the contractor shall be solely responsible for adherence to the terms of the agreements.
- (viii) Adherence to the principles of the Construction Environmental Management Plan/ Programme and legal obligations."

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

In the heading of this clause replace the word "RAINFALL" with "WEATHER"

Delete the entire clause and replace with the following:

The GCC 2015 and as may be amended in the Special Condition of Contract as contained in the Contract Data applies in this regard.

B1216 INFORMATION FURNISHED BY THE EMPLOYER

Add the following before the first paragraph:

"Any information in the possession of the contractor, which the employer's agent representative requires for completing his as-built drawings, shall be supplied to the employer's agent representative before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the employer's agent. The employer's agent will supply all figured dimensions omitted from the drawings.

The levels given on drainage/structural drawings are subject to confirmation on site, and the contractor shall submit all levels to the employer's agent for confirmation before he commences with the construction of drainage and/or structures. The contractor shall also check all clearances given on the drawings and shall inform the employer's agent of any discrepancies".

Add the following after the second paragraph:

"Drawings and quantities regarding the distribution and extent of repair work items were compiled and calculated to the best of the employer's agent knowledge and available information at the time of the design and could be subject to significant variations at the construction stage. Such variations shall, however, not form grounds for a claim by the Contractor in terms of Clause 6.3: Variations of the General Conditions of Contract."

B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED WORK IS COMMENCED

Renumber the existing paragraph (g) to become paragraph (i) and insert the following new paragraphs (g) and (h):

- (g) Prior to the start of any excavation in the existing pavements on any part of the works, the contractor shall submit to the employer's agent for approval a method statement for the execution of that part of the work. The contractor is responsible for the protection of the underlying pavement layers and the drying out and/or keeping dry of such excavations. The contractor's program shall make provision for the speedy backfilling of the excavations and the drainage thereof if inundation cannot be prevented.

The contractor shall at his own cost be responsible for the repair of pavement layers, which have been damaged due to his own works or his neglect to submit his planning to the employer's agent for approval or to adhere to approved precautionary measures.

- (h) Concrete elements adjoining the road, which is designated for resurfacing, shall be covered with protective material prior to any spraying operations to prevent the concrete from being stained with bituminous binder."

B1219 WATER

Add the following:

"The contractor shall make the necessary arrangements and connections for the provision of water required by him for the execution of the works."

B1229 SABS CEMENT SPECIFICATIONS

Add the following:

"All cement used during construction shall comply with SANS 50197-1 for common cements and SANS 50413-1:2004 for masonry cement. Any reference to SABS 471 in the standard specifications shall be replaced with the new specification SANS 50197-1: Cement compositions, specifications and conformity criteria: Part 1: Common cements.

Where the old SABS 471 product nomenclature has been used in the standard specifications, the contractor shall supply and use the relevant new product, in compliance with SANS 50197-1."

Add the following new clauses:

"B1230 SANS BITUMEN SPECIFICATION

Where reference is made in this specification or the standard specifications to Road Grade Bitumen according to SABS 307, the latest published national standard SANS 4001- BT1 & 2 shall be applicable. In terms of this specification "80/100" penetration grade shall mean "70/100" and "60/70" penetration grade shall mean "50/70". "

B1231 MATERIALS**(a) General**

The contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the employer's agent with certificates showing that the materials do so comply. Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the employer's agent office on the site free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the employer's agent.

Unless otherwise specified in the prior written approval of the employer's agent, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the contractor for the permanent works shall be unused.

Earth, stone, gravel, sand, and all other materials excavated or present on the site or in borrow areas provided by the employer shall not become the property of the contractor, but will be at his disposal only in so far as they are approved for use on the contract. Existing structures on the site shall remain the property of the employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the contractor in any way.

No materials to be included in the works shall be damaged in any way and, should they be damaged on delivery or by the contractor during handling, transportation, storage, installation or testing they shall be replaced by the contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the employer's agent (or other persons authorised by the employer's agent) at all reasonable times, and the employer's agent shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

(b) Ordering of materials

Immediately upon his tender being accepted, the contractor shall order materials which are in short supply or for which the delivery period may be long.

The quantities set out in the bill of quantities have been determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The contractor shall therefore, before ordering materials of any kind, check with the employer's agent the quantities required. No liability or responsibility whatsoever shall attach to the employer for materials ordered by the contractor except if they have been ordered in accordance with written confirmation issued by the employer's agent.

B1232 SAFETY

The contractor shall at all times observe adequate safety precautions on site to ensure the safety of his own staff as well as that of the public and other persons engaged in or about the works. In this respect he shall comply with the provisions of the health and safety specifications observe all laws, ordinances and regulations pertaining to his work.

In terms of clause 4.5 of the general conditions of contract, the contractor shall enter into an agreement (refer to C1.4) to complete the work required for the construction of the works in accordance with the provisions of all pertinent legislation and in particular with the provisions of the Occupational Health and Safety Act, (Act 85 of 1993) and the regulations promulgated there under.

Where adequate safety precautions are not being observed, the employer's agent may order the contractor to comply with minimum safety requirements at the latter's expense. Compliance with such an order will not absolve the contractor from any of his responsibilities and obligations under the contract."

B1233 SITE SECURITY

The contractor shall carefully assess the security measures of whatever nature that may be required at the location of the site offices and the site of the works. No direct payment for security measures shall be made and the contractor shall make adequate provision in his tendered rates for all measures, including insurances, deemed necessary by him to safeguard his staff and that of the employer's agent, his plant, materials and equipment, the offices of the employer's agent complete with furniture, equipment and personal belongings, and to prevent disruption of the works by criminals. No claims in this regard will be entertained.



SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1302 GENERAL REQUIREMENTS

(a) Camps, construction plant and testing facilities *Add the following after the first paragraph:*

"No specific land has been made available for the camp and offices and the Contractor shall make his own arrangements concerning a suitable site and location, as well as the provision of water, electricity and other services for the campsite.

Also include the following facilities for the employer's agent for the duration of the contract:

- Office space, including chairs, desks complete with drawers and locks, power points, Airconditioning, bookcase and steel filing cabinet with drawers.
- Ablution facilities
- Electrical supply at all times.
- Scanner and printer including ink for the printer.
- Provision for telephone costs for the employer's agent for the duration of the contract."

(c) Legal and contractual requirements and responsibilities to the public *Add the following as a second paragraph:*

"There has been recent legislation promulgated by Government that imposes mutual obligations on the employer and contractor in the performance of their duties to society and to the built and natural environment. To assist the contractor in understanding and assessing his obligations, and thus to make allowances for the cost of compliance with this legislation, the following additional specifications are included in the project specifications:

- (i) PART C: Construction of the Scope of Works contains the specification that regulates the contractor's construction methods so far as to ensure health and safety of his employees and of the public. Separate new pay item(s) are included in these provisions to allow the contractor to make separate provision for the cost of health and safety measures during the construction process."

Add the following new subitems:

“(d) Services

The Contractor shall at his own expense, make the necessary connections to any services required by him for the execution of the works.

B1303 MEASUREMENT AND PAYMENT

Item

Unit

B13.01 The Contractor's general obligations:

Replace the second sentence in the 17th paragraph (the fourth last paragraph) with the following: "The tendered rate will be paid monthly, pro rata for parts of a month from the commencement date of the contract in terms of clause 5.2 of the general conditions of contract, until the due completion date as defined in clause 1.1.1.14 of the general conditions of contract, provided that "

Add the following at the end of this item:

"The amount payable to the Contractor for time related costs arising from extension of time granted by the employer's agent, where the Contractor is fairly entitled to such compensation in terms of the General Conditions of Contract, shall be calculated as follows:

- (i) Account shall be taken of all time related items scheduled in Sections 1300 and 1500;
- (ii) Payment will only be made for items for which the unit of measurement is "month".

The rate tendered will include the following:

C3

- risks, costs and obligations in terms of the Contract, the relevant Standard Specifications, the relevant Project Specifications, the Scope of Works, the General Conditions of Contract 2015 (GCC 2015) and the Special Conditions of Contract (SCoC);
- head-office and site overheads and supervision;
- profit and financing costs;
- expenses of a general nature not specifically related to any item or items of the permanent or temporary work;
- All Construction Equipment (defined in terms of Clause 1.1.1.6 of the GCC 2015, 3rd Edition), required for the execution of the Contract.
- providing such facilities on site as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, services such as water, electricity, sewage and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on completion of works of these facilities and cleaning-up of the site of the Contractors establishment and reinstatement to not less than its original condition, and • providing the facilities for the employer's agent (Employer's agent Office) and his staff as specified in the Contract and their removal from the site on completion of the Contract.

Add the following items:

"Item

Unit

B13.02 Provisional sums

a) Description of ItemsUnit : Prov. Sum

b) Charges required by Contractor on Item (a) above..... Unit : %

Subitems (a) and (b) will be provided in the Schedule of Quantities for each different item to which a Provisional sum applies.

The Contractor shall be reimbursed under subitem(s) (a) in substitution of the respective Sums included in the Contract, the actual price(s) paid or payable by him in respect of the goods, materials or services supplied, but excluding any charges for the Contractors labour, profit, carriage, establishment or other charges related to such goods, services or materials.

The Contractor shall be paid under subitem (b), the respective percentage, as stated by the Contractor in his tender, of the amount certified by the employer's agent for payment under the related subitem (a). The percentages tendered by the Contractor for each respective subitem (b) included in the Schedule of Quantities shall be deemed to be in full and final compensation to the Contractor in respect of any charge by the Contractor for labour, carriage profit, establishment and for any other charges related to the goods, services or materials supplied under the related subitem (a).

If the Contractor shall have omitted within his tender to insert a tendered percentage under subitem (b), or tendered a zero percentage, the Contractors tendered rate for subitem (b) shall be deemed to be zero and the Contractor shall not be entitled to any payment under subitem (b).

Note in correction with additional tests required by the employer's agent:

When a sum is included in the Schedule of Quantities for additional tests required by the employer's agent, the Contractor shall be responsible for both the costs of normal testing as described in the Project Specifications and for the cost of any additional test that indicates that the specifications have not been complied with. Only tests not described under the standard – and project specifications and which are additionally requested by the employer's agent, will be paid under this item, should the test result/s comply with the relevant requirements of the Contract.

Where work is to be done by a sub-contractor, the Contractor is to take cognisance of the works to be completed and must ensure that the Date of Practical Completion and/or Due Completion date is not delayed. Should the Contractor fail to programme of the said works, any delay will be for the Contractors account.

The amounts specified in the bill of quantities are provisional and preliminary amounts and may be reduced and/or removed completely at the discretion of the Employer.

SECTION 1700: CLEARING AND GRUBBING**B1701 SCOPE**

Add the following:

"This section also covers the removal of topsoil and the temporary stockpiling thereof."

B1702 DESCRIPTION OF WORK**(c) Conservation of Topsoil**

Add to the end of the 1st paragraph:

"The Contractor will not be required to remove topsoil to more than an average depth of 400 mm, from any particular area. The depth of topsoil removed shall be reliant on the terrain, suitability of material and topsoil requirements of the work."

Replace the second paragraph of this clause with the following:

"After clearing and grubbing, all topsoil shall be removed to stockpile. Where ordered by the employer's agent, any topsoil that shall be required for the topsoiling of new banks and cuts, but which cannot be accommodated within the construction site, shall be loaded and hauled to the designated stockpile area where it shall be placed in temporary stockpiles for later use in the rehabilitation of the site affected by construction activities."

B1704 MEASUREMENT AND PAYMENT

Item

Unit

B17.01 Clearing and grubbing hectare (ha)

Add the following to the measurement and payment paragraphs:

"All trees with girth not exceeding 1 m shall not be measured separately and payment for the removal and grubbing of these trees shall be included under this item."

B17.07 Remove, storing, relocated and reinstate of existing street lights within a 0.1km overhaul distance to a location approved by the employer's agent (all inclusive):..... No

The rate will include all requirements in terms of the excavate, removing, handle, relocating existing street lights within a 0.1km overhaul distance approved by the employer's agent. The rate is to be all inclusive and must also include the communication and wayleave applications with LANGEBERG Municipality.

SECTION 1800 : DAYWORKS**B1801 SCOPE**

This section covers dayworks ordered by the employer's agent and covers the listing of daywork items in accordance with Clause 6.5 of the General Conditions of Contract for the use in determining payment for work which cannot be quantified in specific units in the Bill of quantities, or work ordered by the employer's agent during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the Bill of quantities.

B1802 ORDERING OF DAYWORK

No dayworks shall be undertaken unless written authorization has been obtained from the employer's agent.

B1803 MEASUREMENT AND PAYMENT

Only work ordered by the employer's agent to be carried out under dayworks shall be measured and paid for at the rates given in the dayworks schedule.

The dayworks rates submitted for labour shall cover overhead charges and profit, site supervision and administration staff, use of small hand tools and appliances, non-mechanical plant and equipment, consumable stores and site supervisors transport.

The dayworks rates for vehicles, plant and equipment shall be 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 employer's agent.

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

B18.01 Plant:

- | | |
|--|----------|
| (i) Backhoe loader (TLB) (7 – 8 ton)..... | hour (h) |
| (ii) Static Roller (11 – 13 ton) | hour (h) |
| (iii) Pedestrian roller (800 – 900 kg, 630 mm wide drum) | hour (h) |
| (iv) Small compaction equipment (plate compactor) | hour (h) |
| (v) Tipper truck 10 m ³ | hour (h) |
| (vi) Water tanker (10 000 litres)..... | hour (h) |
| (vii) Portable generator (5 kVA) | hour (h) |

Item	Unit
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B18.02 Personnel during normal working hours:

- | | |
|-------------------------------|----------|
| (i) Unskilled Labour..... | hour (h) |
| (ii) Semi-skilled labour..... | hour (h) |
| (iii) Skilled labour | hour (h) |
| (vi) Ganger | hour (h) |
| (v) Flagmen | hour (h) |

Item**Unit****B18.03 Materials:**

- (a) Procurement of materials Provision Sum (PS)
- (b) Contractor's handling costs, profit and all other charges in
respect of subitem B18.03 (a)percentage (%)

The unit of measurement for items B18.01 and B18.02 shall be the hour for the item of plant or personnel. Rates tendered for above will include establishment on site. 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 as directed by the employer's agent, where the employer's agent considers no other appropriate rate is available in the bill of quantities. Prior to the commencement of any work by the labourers described under item B18.02, the Contractor must obtain written consent from the employer's agent regarding the classification of all labour in terms of "unskilled", "semi-skilled" and "skilled" labour.

The tendered rates for labour for item B18.02 shall include full compensation to cover 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 consumables, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel.

The tendered rates for plant for item B18.01 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 employer's agent, for all administrative, supervisory operative and contingent cost, and profit relating to the running of the plant.

The unit of measurement for subitem B18.03(a) 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 employer's agent, shall be paid for."

The percentage tendered for subitem B18.03(b) shall be the percentage of the amounts actually paid for the procurement of materials as ordered under subitem B18.03(a) 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 abovementioned tendered rates shall be full compensation for the various items as specified and no further profit shall be paid.

SECTION 2200: PREFABRICATED CULVERTS**2218 MEASUREMENT AND PAYMENT***Replaced with the following item:***“Item****Unit****B22.24 Duct Marker: (a) Markers..... number (No)**

The rate will include all requirements in terms of the duct markers, cutting, painting etc. The rate is to be all inclusive.

Services Type	Lettering	Colour	Specification
Ducts			
Telkom	T	Green	Cut lettering on kerb face with grinder, 75mm high x 5mm thick
Electrical	E	Red	
Traffic	R	Yellow	
Park (Irrigation)	P	Black	Precast recessed kerbs are preferred

*Add the following item:***B22.29 Drainage Pipes meter (m)**

The rate will include all requirements in terms of excavation, laying of pipe, etc. The rate is to be all inclusive.

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SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS

2307 MEASUREMENT AND PAYMENT

Add the following items:

“Item

Unit

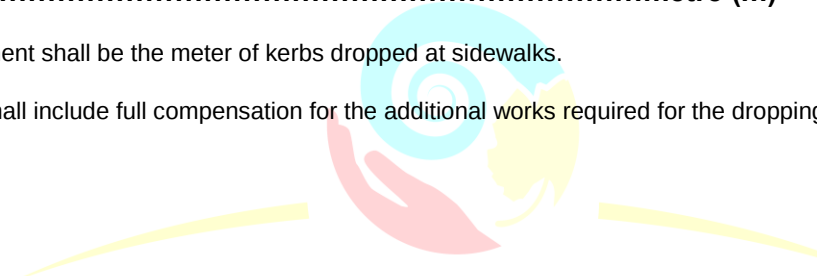
B23.16 Dismantle and removing of existing kerbing (including unlimited free haul):
 meter (m)

The rate will include all requirements in terms of the excavate, removing, handle, stockpile, load, transport and off load at nearest dumping site. The rate is to be all inclusive and must also include such dumping levy as may be applicable.

B23.17 Extra over items 23.01, 23.02 and 23.06 for drop kerbs at entrances and bell mouths:
metre (m)

The unit of measurement shall be the meter of kerbs dropped at sidewalks.

The extra over rate shall include full compensation for the additional works required for the dropping and lowering of kerbs at sidewalks.



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SECTION 3300: MASS EARTHWORKS

General Note: Replace any references made to “free-haul” to “unlimited free-haul”

B3306 CUT AND BORROW**(e) The temporary stockpiling of material**

Replace the contents of this sub-clause with the following:

“The Contractor shall plan his activities so that materials excavated from cuttings and borrow areas can be directly transported and placed at the designated points.

The temporary stockpiling of material will not be paid for separately unless instructed by the employer’s agent, and full compensation will be deemed to have been included in the rates tendered for the various payment items for the work for which the stockpiled material is to be used.”

B3312 MEASUREMENT AND PAYMENT

Amend the following item to read as follows:

Item

Unit

B33.01 Cut and borrow to fill, including unlimited free-haul: cubic metre (m³)

Replace “0,5 km” with “unlimited free-haul” in the fifth paragraph of item B33.01. Rate to include all dumping levies as may be applicable.

Amend the following item to read as follows:

Item

Unit

B33.04 Cut to spoil, including unlimited free-haul. Material obtained from: cubic metre (m³)

Replace “0,5 km” with “unlimited free-haul” in the fourth paragraph of item B33.04. Rate to include all dumping levies as may be applicable.

“Add the following item:

Item

Unit

B33.20 Stockpile of material:cubic metre (m³)

The unit rate shall include overhaul to specific identified stockpile areas within the vicinity of the site.

Only compacted volumes will be measured. The contractor must allow in his rates for bulking factors.”

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL**B3402 MATERIALS****(a) General**

Add the following at the end of the second paragraph:

"For chemically stabilized layers the material shall conform to the requirements in table B3402/5."

(b) Compaction requirements

Revise the compaction requirements as follows:

"The minimum in-situ dry density of sand and gravel material on this project shall be as specified hereinafter for the respective layers in terms of a percentage of modified AASHTO density.

Table B3402/6

MINIMUM IN-SITU DRY DENSITY

Material	% Mod AASHTO
Sand	100%
Lower selected layer	93%
Upper selected layer	95%
Subbase (not chemically stabilised)	97%
Base	98%
Upper region of roadbed fill	93%

Revise the relevant portion of Table 3402/1 as follows:

Table B3402/1

REQUIREMENTS FOR TYPES G4 TO G6 MATERIALS

PROPERTY	TYPE OF MATERIAL		
	G4	G5	G6
COMPACTION REQUIREMENTS	A minimum of 97% bulk relative density	The density requirements of the layer in which the material is used, shall be applicable (see subclause 3402(b)). In restricted areas the in situ dry density of gravel material shall comply with the requirements in the project specifications.	

Revise the relevant portion of Table 3402/2 as follows: Table B3402/2

REQUIREMENTS FOR TYPES G7 TO G9 MATERIALS

PROPERTY	TYPE OF MATERIAL		
	UPPER SELECTED		LOWER SELECTED
	G7	G8	G9
ATTERBERG LIMITS FOR NATURAL MATERIAL (-0,425mm FRACTION)	The PI shall not exceed 12 or a value equal to 2 times the GM plus 10, whichever is the higher value.		
STRENGTH (CBR)	CBR at 93%-100% of modified AASHTO density shall be at least 15%.	CBR at 93% of modified AASHTO density shall be at least 10%.	CBR at 93% of modified AASHTO density shall be at least 7%.

Note: No sand is to be used as part of the upper selected layer and a CBR of 100% of modified AASHTO shall be applicable to sand used for lower selected

B3406 QUALITY OF MATERIALS AND WORKMANSHIP

Delete the second paragraph and replace with the following:

"The test results and measurements will be assessed in accordance with the provisions of Section 8200."

B3407 MEASUREMENT AND PAYMENT

Amend the following item:

"Item

Unit

B34.01 Pavement layers constructed from gravel obtained from commercial sources, including haul:
..... cubic metre (m³)

The unit of measurement shall be the cubic metre of compacted pavement layer, and the quantity shall be calculated from the authorized dimensions of the completed layer.

The tendered rates shall include full compensation for procuring, as from commercial sources, placing and compacting the material including haul and the protection and maintenance of the layer and the conducting of control tests, all as specified."

SECTION 3600: CRUSHED-STONE BASE

3607 Quality of material and workmanship

Delete the second paragraph and replace with the following:

“The test results and measurements will be assessed in accordance with the provisions of Section 8200.

3608 MEASUREMENT AND PAYMENT

B36.01 Crushed-stone base: cubic metre (m³)

Amend the following item:

The unit of measurement shall be cubic metre of compaction pavement layer, and quantity shall be calculated from the authorized dimensions of the completed layer.

The tendered rates shall include full compensation for procuring, as from commercial source placing and compacting the material including haul and the protection and maintenance of the layer and the conducting of control tests, all as specified.



SECTION 4100: PRIME COAT**B4102 MATERIALS****(a) Priming Material**

Add the following priming material:

"MC-30 medium curing applied at a rate of 0.7l/m² of net bitumen or similar approved."

(b) Aggregate for blinding Add the following sentence:

"Blinding of the primed surface with aggregate shall only be permitted to facilitate vehicular access to adjoining properties"

B4104 WEATHER AND OTHER LIMITATIONS

Replace paragraph (g) with the following:

"(g) When the moisture content of the upper 100 mm of the layer is higher than 50% of the optimum moisture content determined according to TMH1 method A7."

B4106 APPLICATION OF THE PRIME COAT

Add the following to paragraph (c):

"The nominal rate of application of the prime coat shall be 0,7 l/m² or as otherwise directed by the employer's agent or indicated on the drawings. The edges of the primed surface shall be 150 mm wider than the edges of the surfacing."

Add the following subclause:

"(j) Application in areas treated by reworking and construction of a new base shall be primed using a mechanical distributor complying with sub-clause 4103(a). The edges of the previously constructed or existing surfacing shall be adequately protected by approved means to ensure that an overlap of prime not exceeding 50mm is sprayed onto the previously constructed or existing surfacing."

B4108 TOLERANCES

Delete the first paragraph and replace with the following:

"The actual spray rates measured at spraying temperature shall not deviate by more than 8.0% from that ordered by the engineer. The engineer may, at his discretion, conditionally accept application rates falling outside this tolerance at reduced payment in accordance with Table B4108/1."

Table B4108/1

PAYMENT REDUCTION FACTORS FOR CONDITIONALLY ACCEPTED PRIME COAT

Deviation specified spray rate at spraying temperature. (%)	Payment factor for Reduction of tendered rate.
± 8.0	1.00
± 9.0	0.97
± 10.0	0.95
± 11.0	0.90
± 12.0	0.85
± 13.0	0.80

Any deviation outside these limits shall not be paid for, however, the employer's agent shall have the right to instruct the contractor to make up any deficiency, or blind excessive prime without additional payment. Where so instructed, the material for blinding shall consist of approved, screened 4,75mm nominal single size aggregate. The use of crusher dust for blinding

shall not be permitted. If under-spraying occurs, and it is accepted by the employer's agent, only the actual quantities applied shall be paid for."

B4109 TESTING

Add the following

"No payment will be made if this condition is not adhered to. The contractor shall provide, at his cost, representative samples of every batch of prime delivered onto site."



SECTION 4200: ASPHALT BASE AND SURFACING**B4202 MATERIALS****(a) Bituminous binders**

- (i) Conventional binders

Add the following:

"The binders to be used shall be 50/70 penetration grade bitumen."

(b) Aggregates

Add the following paragraph to the introductory description:

"Asphalt mixes shall be manufactured using different individual single size coarse aggregate fractions and crushed fine aggregates blended to conform to the specified grading requirements. The use of natural sands shall only be permitted if approved by the engineer and shall be limited to a maximum of 5% for continuously graded mixes. All aggregate in excess of 4,75 mm shall consist of individual nominal single sized aggregate. Contractors shall note that commercial suppliers may not be able to supply all the required single size aggregates, in which instance arrangements will have to be made for additional on site screening. No additional payment shall be made for screening aggregate. The use of run of crusher type materials shall not be permitted."

- (v) Absorption

Add the following new sentence:

"In addition, the total binder absorption of the combined coarse and fine aggregate blend shall not exceed 0,5%"

- (viii) Grading

Delete the second paragraph commencing with "The target grading..." and add the following paragraph:

"The grading limits for the combined grading for the asphalt surfacing shall be as specified in table 4202/7: Continuously graded medium grade."

(c) Fillers

Delete the second last sentence of the first paragraph and replace with:

"With the exception of stone mastic asphalt, in no instance shall more than 2% by mass of active filler be used in the mixes."

Add the following after the last paragraph:

"For tender purposes the active filler shall be hydrated lime."

(h) General

Add the following after the second paragraph:

"Sufficient aggregate for a minimum of 3 days production shall be separately stockpiled and tested for conformance and uniformity prior to use. The test results shall be presented to the employer's agent"

B4203 COMPOSITION OF ASPHALT BASE AND SURFACING MIXTURES

Add "or aggregate content" after "or active filler" in the third last line of the first paragraph.

Delete the fifth paragraph and replace with the following:

"The design of the asphalt mixes shall be in accordance with "Interim Guidelines For The Design Of HotMix Asphalt in South Africa (June 2001)", and appropriate research results. The mix properties and requirements shall be as specified in the project specifications".

The relevant asphalt mixes for the base and surfacing layers shall comply with the requirements in table B4203/2.

Table B4203/2

ASPAHLT MIX REQUIREMENTS: BASE AND SURFACING

Property	Continuously Graded Medium Surfacing Mix	Continuously Graded (BTB) Base Mix
Design Guide	TRH8	TRH8
Binder	50/70 modified to AE-2	50/70
Marshall Stability (kN)	8-18	8-18
Marshall Flow (mm)	2-5	2-6
Stability / Flow (kN/mm)	2.5min	2.5min
VMA (%)	14min	14min
VFB (%)	65-75	65-75
Air voids (%)	4-6	4-6
Indirect tensile strength @ 25°C (kPa)	1000min	1000min
Dynamic Creep Modules @ 40 °C (MPa)	15min	20min
Modified Lottmann @ 7% voids (TSR)	0.8min	0.7min
Air permeability @ 7% voids (cm ²)	< 1 x 10 ⁻⁸	< 1 x 10 ⁻⁸
Binder film thickness (microns)	5.5-8.0	5.5-8.0
Filler bitumen ratio	1-1.5	1-1.5
Immersion Index (%)	75min	75min
Gyratory voids @ 300 gyrations (%)	2 min	2 min
Dynamic modulus at 10Hz, 20°C	>6.8GPa	-
Fatigue beam bending test @ 10Hz, 10°C to 50% stiffness reduction	>0.35x10 ⁶ reps@με	-
MMLS rutting (100k repetitions, 93% RICE briguette, wet, 60 degrees Celsius, 3600 rep/hour)	2mm max	6mm max
Humburg Wheel Tracking: Minimum number of passes to 6mm rut	16 000 min	-

B4205 GENERAL LIMITATIONS AND REQUIREMENTS AND THE STOCKPILING OF MIXED MATERIAL**(b) Moisture**

Add the following at the end of the second last paragraph after “engineer”:

“even if the underlying layer has been previously primed.”

(c) Surface Requirements**(iii) Tack Coat**

Add the following paragraph:

“Hand spraying shall only be permitted on areas approved by the engineer. The binder distributor shall be capable to apply the binder evenly over the full area. The equipment shall comply with clause 4103. Tack coat shall be applied to all transverse and longitudinal joints by hand utilizing a paint brush.”

B4206 PRODUCING AND TRANSPORTING THE MIXTURE**(b) Production of the mixture****(ii) Using drum-type mixer plants:**

Add the following:

"Pre blending of aggregate fractions shall not be permitted and the contractor shall ensure that sufficient cold-feed bins are installed to accommodate each individual aggregate fraction, including the filler."

(c) Transporting the mixture

Add the following paragraphs:

"Special precautions shall be taken by the contractor to ensure that the temperature of the total mass of asphalt does not decrease by more than 10°C from point of dispatch to the point where it is to be paved. The use of thermal blankets is obligatory.

The contractor shall ensure that trucks used to haul asphalt are not overloaded and the legal axle loads are not exceeded. Before any asphalt can be transported, the contractor must provide the employer's agent with the certified carrying capacity of each truck intended for the purpose of transporting the mix. The contractor shall provide the employer's agent with a weighbridge ticket before discharging into the paver hopper.

Any truck that is overloaded shall not be allowed to discharge its load and shall return to the depot/batching plant for adjustment of the load. In addition a penalty shall be applied for the overload."

Add the following sub-clause:

(f) Approval of asphalt mixture

Before any asphalt is placed on the road or NMT sidewalk, the employer's agent shall approve the mix design. The approval process shall be as follows:

The contractor shall prepare and submit a laboratory design mix with test results at four different bitumen contents. The design mix shall be submitted on the prescribed Form D3 of TMH 10: "Instruction for the Completion of As-Built Materials Data Sheets" with all the necessary test results completed. In addition, the proposed asphalt mixture shall be subjected to gyratory testing. All the expenses in preparing and submitting the laboratory design mix shall be for the contractors cost.

Samples of all aggregate and bitumen shall be submitted with the laboratory design mix to enable the employer's agent to carry out check design testing as necessary. The above design and aggregate shall be submitted to the employer's agent at least six weeks before it is intended to commence with any asphalt production.

After approval is obtained for the laboratory design mix, a plant mix at varying binder contents of approximately 5 to 10 tons each shall be produced. The purpose of the plant mix is for the contractor to prove that the laboratory design mix can be produced successfully. The employer's agent shall conduct the necessary testing on the plant mix. The plant mix shall not be placed on the road. During the production of the plant mix, the employer's agent shall be afforded the opportunity to inspect the asphalt plant.

After the plant mix is approved, permission shall be given for laying a trial section at varying binder contents in accordance with the requirements of section 4211 of the specifications. The employer's agent may require that the mix be further assessed by means of CSIR Wheel Tracking or MMLS testing, the cost of which will be borne by the employer's agent. Mass production of asphalt shall only commence after approval of the trial section, which should be given within a maximum of ten days.

The employer's agent may instruct the contractor at any time to halt his paving process and to review the whole or part of the above process should a change of aggregate properties occur, the specified asphalt requirements not being met and/or a consistent asphalt mixture not be produced."

B4208 JOINTS

Add the following to this clause:

"Where the difference in level between the new work and the existing road surface exceeds 25mm, joints shall be treated as follows:

Transverse steps at the end of a day's work shall be tapered off at a slope of 1 vertical to 20 horizontal (1:20) to tie in with the existing surface. The tapered section shall be removed before surfacing is recommenced and a joint formed in accordance with clause 4208 of the specification.

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Longitudinal joints exposed to traffic shall be provided with a taper of compacted asphalt material over the full length of the exposed joint. The width of the taper shall be at least 5 times the difference in level between the old and new work.

All costs involved in the provision and removal of these temporary ramps shall be deemed to have been included in the rates tendered for the relevant asphalt pay item."

B4209 PRE-COATED CHIPPINGS FOR ASPHALT SURFACINGS

In the first sentence of the fifth paragraph, delete 6-8 kg/m² and 7-9kg/m² respectively and replace with:

"3-4 kg/m² and 5-6 kg/m²"

In the last sentence of the fifth paragraph, delete "between 0,6 and 1,0 mm" and replace with:

"between 0,8 and 1,2mm"

B4214 QUALITY OF MATERIAL AND WORKMANSHIP**(b) Coring of asphalt layers**

Add the following:

"A suitable coring machine shall be available on a daily basis when asphalt paving is taking place. Cores shall only be drilled, when the road temperature is 20°C or less. Core holes shall be filled with hot mix asphalt and compacted, all within 24 hours of the core being drilled. Coring shall be carried out within 48 hours after the paving has been completed and supplied to the engineer. The test results of cores shall be submitted to the engineer within 24 hours after coring."

(c) Routine inspection and tests

Add the following paragraph:

"The contractor shall keep accurate records of:

- (i) The position where every truckload of asphalt is paved (chainage, lane, time and date).
- (ii) The temperatures of the asphalt in the trucks both at the mixing plant and at the paving equipment immediately prior to discharging the load.
- (iii) The truck number from which control samples are taken. All samples taken shall be appropriately numbered.

Test results and measurements will be assessed in accordance with the provisions of Section 8200."

Add the following subclause:

(d) Special tests

n-Heptance-Xylene Equivalent (Spot Test) (AASHTO-T102)

If the employer's agent suspects that bitumen or asphalt has been overheated, he may order that the bitumen, or the bitumen recovered from the asphalt, be subjected to the Spot Test. Recovery of binder for use in the Spot Test shall be carried out according to an approved method.

Any bitumen having an n-Heptance-Xylene equivalent in excess of 36, or in excess of the manufacturers test result on the dispatched stock, shall be considered to have been overheated and shall be deemed to be rejected unless proven otherwise."

B4215 MEASUREMENT AND PAYMENT

Amend the following item to read as follows:

Item	Unit
B42.08 100 mm cores in asphalt paving	number (No)

Amend the 1st sentence by adding the following after the word "drilled....":

“irrespective of depth of core.”



SECTION 5600: ROAD SIGNS**B5601 SCOPE**

Replace "... South African Road Traffic Signs Manual ..." with "... SADC Road Traffic Signs Manual ..." in the second paragraph

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS**(a) Road Sign Boards**

Add the following:

"The contractor shall make every effort to ensure that signboards are correct in all respects and shall provide the employer's agent with a 100mm x 150mm colour photograph of each sign face for approval of the correctness of the legend before dispatching the boards from the manufacturer's factory. Such approval will not imply final acceptance of the board. If the contractor is in any doubt as to the correctness of the sign detail, the sign designer shall be contacted for verification."

(ii) Steel profile road sign boards *Add the following:*

Chromadek sections shall be assembled in accordance with the details of Standard Plans WCS/56/1/C2, WCS/56/1/C3 and WCS/56/1/C4.

Where the letter of legends cross the horizontal joints of the sign panels, the letter shall be cut on the joint and both ends folded around the radius.

Retro-reflective material to adjoining Chromadek panels on a sign shall be practical visual match of the specified colour."

B5604 ROAD SIGN FACES AND PAINTING

Add the following sub-clause:

(e) Application of retro-reflective material

"Where applied to Chromadek sections, retro-reflective material shall be applied as specified for aluminium section in Clause 5603(d) of the Standard Specification, and of Clause B5603(a)(ii) of this Project Specification."

B5605 STORAGE AND HANDLING

Add the following:

"The following shall not be allowed on the sign face:

- (i) Drilling of holes, except for the fastening of overlays;
- (ii) Application of any form of adhesive;
- (iii) Cleaning with any chemicals that are not specifically approved by the manufacturer of the retroreflective material; and
- (iv) Covering the sign face with an impermeable material that does not allow free circulation of air."

B5606 ERECTING ROAD SIGNS**(e) Erection**

Add the following:

"After erection the signboard shall be thoroughly cleaned with a cleaning agent approved by the retroreflective material's manufacturer.

All vegetation obstructing the new or replaced sign board shall be removed and disposed of as instructed by the engineer."

B5606 MEASUREMENT AND PAYMENT**Item****Unit**

B56.01 Road sign boards with painted or colour semi-matt background. Symbols, lettering, and borders in semi-matt black or in Class I retro-reflective material, where the sign board is constructed from:

.....**Number (No)**

Amend the last two lines of the second paragraph to read:

“..... completion, delivery, installation of the road sign board complete as specified, as well as the removal and disposal of all vegetation obstructing the motorists’ view of the new or replaced sign board.”

The tendered rate shall include full compensation for all labour and material, painting, treated timber posts, excavation, backfilling with soil or concrete, etc., as may be necessary for completing the work in accordance with the details shown on the drawings.”



SECTION 5700 : ROAD MARKINGS

B5701 SCOPE

Replace "... South African Road Traffic Signs Manual ..." with "... SADC Road Traffic Signs Manual ..." in the second paragraph

Replace the words "... ordinary road-marking paint ..." with "... solvent borne road-marking paint ..." wherever it appear in this Section.

Replace "... BS 3262 ..." with "... EN 1436 ..." wherever it appears in this Section.

Replace "... hot-melt plastic road-marking material ..." with "... thermoplastic road-marking material ..." wherever it appear in this Section.

B5702 MATERIALS

Insert the following before sub-clause

"(a) Paint":

"The selection of the appropriate road-marking paint and materials for permanent road markings to ensure conformance with the requirements of this specification rests with the contractor. Such paint and material shall have technical characteristics (brightness, luminance, skid resistance, durability) equal to or greater than road-marking paint and materials specified in sub-clauses B5702(a), (b) and (c).

Where plastic road-marking material (hot-melt plastic (also known as thermoplastic) and two-component (also known as cold plastic)) is used, the contractor shall obtain an approved guarantee from the manufacturer that the paint complies with the specification. This shall be submitted to the employer's agent on request."

(a) Paint

(i) Road-marking paint

Replace the entire subclause with the following:

Road marking paint shall be Type 1 as specified in SANS 731-1. Only paint, manufactured in a SANS approved and accredited facility shall be accepted. The no-pick-up time of road-marking paint shall comply with the Class 1 requirement in accordance with SANS 731-1.

The paint shall be delivered at the site in sealed containers marked in accordance with SANS 731-1.

The viscosity of the paint shall be such that it can be applied without being thinned down."

Amend subclause (iii) as follows:

(iii) Thermoplastic road-marking material

Thermoplastic road marking material shall comply with the requirements of EN 1436, and EN 1423: 1998 for drop-on glass beads for road marking and anti-skid aggregates and mixtures thereof. Blending of thermoplastic road marking material and glass beads shall comply with EN 1424: 1998.

The binder shall be an elasticized synthetic resin and the material shall be reflectorized by mixing in 25% by mass Class A glass beads in accordance with EN 1424: 1998. An additional topping of glass beads shall be applied to the hot surface of the material for instant retro-reflectivity.

The road marking material shall contain 6% by mass minimum titanium dioxide content and shall have a skid resistance of 45 S.R.T. – units or higher. SABS Method 1248: 1995 shall be used for determination of traffic wear index; indication of durability.

The following minimum lumination values are required for the completed product:

- 250 mcd/m².lux & 120 mcd/m².lux for white & yellow lines respectively, at 30 days after application.

- 200 mcd/m².lux & 100 mcd/m².lux for white & yellow lines respectively, at 6 months after application.

Determination of coefficient of retro-reflected luminance by means of portable retro-reflectometer shall be carried out using SANS 6261: 2008. Application of the permanent road marking will thus have to be performed within the first 6 months of the 12-month defects liability period to allow for the second measurement to fall within the contract dates. Should the application of the permanent road-marking fall outside the first half of the defects liability period for whatever reason, the settlement of the retention money will be delayed until the second measurement of luminance can be performed at the stipulated time and the required adjustment can be made to the tendered rate (if required).

Two-component cold plastic road marking material shall be used for symbols, arrows and letters (hand painted markings) unless otherwise instructed by the employer's agent."

Add the following subclause:

- (v) Cold plastic road-marking material

Cold plastic road-marking material shall be used for symbols, arrows and letters (hand painted markings) and shall consist of a solvent-free reactive acrylic resin, stuffing, beads and pigment to which a hardener shall be added. Application is carried out using a trowel. Material applied by paint brush shall not be used.

Cold plastic road-marking material shall be reflectorized by mixing in 25% by mass (or 400 g/m²) Class A glass beads in accordance with EN 1424: 1998. An additional topping of glass beads is applied to the wet surface of the material after application and will comply with EN 1423: 1997."

Add the following subclause:

(c) Retro-reflective beads

Retro-reflective glass beads shall be applied to the wet road-marking paint, thermoplastic and cold plastic road-marking materials.

The beads shall comply with Class A beads in accordance with EN 1424: 1998, with the following requirements or as approved by the employer's agent:

- colour : crystal clear
- roundness : > 80%
- size range of : 14 – 200 US Mesh (75 – 1400 Microns)
- refractive index : > 1.5
- specific gravity : ± 2.5
- granulometry : Refer Table 5702/1

TABLE 5702/1

GRANULOMETRY OF BEADS

Sieve size	Cumulative retained (mass)	
	Minimum	Maximum
1700	0	2
1400	0	10
1180	5	30
850	40	80
600	70	100

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425	80	100
355	90	100
212	95	100
Pan	100	100

The beads shall be delivered to the site in sealed bags, marked with the name of the manufacturer, the batch number and an inspection seal of SANS, confirming that the beads form part of a lot tested by SANS and comply with the requirements of EN 1424: 1998. Alternatively, the Contractor shall at all times have a SANS certificate on the site, identifying the batches to which the inspection seals apply and certifying that they have been tested by SANS, and comply with the requirement of EN 1424: 1998."

B5704 MECHANICAL EQUIPMENT FOR PAINTING

Add the following sentence at the end of the first paragraph:

" The road-painting machine shall be fitted with a device to guide the operator to the centre of the line to be painted. This device shall be used at all times of operation."

B5705 SURFACE PREPARATION

Add the following at the end of the second paragraph:

"The onus is on the contractor to ensure that the surface on which the road markings are to be applied is sufficiently clean and dry to ensure that the quality of the road markings will not be adversely affected. The contractor is also responsible for protecting road studs from being painted over, and the subsequent cleaning thereof if such over-painting did occur."

B5706 SETTING OUT THE ROAD MARKINGS

Add the following:

"Where road markings are to be replaced after milling/overlay seal, it is essential that all existing barrier lines and other road marking lines be accurately referenced before commencement of milling or other operations which will obliterate the existing road markings. The position of barrier lines shall be reassessed on site by the engineer before the contractor commences with the road marking."

B5707 APPLYING THE PAINT

Insert the following before the first paragraph:

"The Contractor's establishment on site and general obligation shall be deemed to fully include the establishment of the road-marking team, irrespective of the number of times the road-marking team is required to be on site or is required to move within the site.

Provision is also made under item B57.07 for de-establishment and re-establishment in the contract or maintenance period if such action is required by delays not attributable to the contractor and/or ordered by the employer's agent."

Replace the sixth paragraph with the following:

"Solvent borne road marking paint shall be applied at a nominal rate of 0,42 l/m² or as directed by the employer's agent. Thermoplastic road marking shall be applied at a nominal rate of 2,5 kg/m² to achieve a minimum thickness of 1,25mm to 1,5mm or as directed by the employer's agent. The two-component road marking material shall be applied by hand by means of a trowel. The desired symbol or line shall be marked with a tape or a template on the road surface. Thereafter apply the required volume of material and spread uniformly over the entire area. When dry/set, remove the tape or template. A spreading rate of 4,5kg/m² is estimated to achieve a 2,0mm material thickness.

A daily log-sheet, provided by the employer's agent, shall be completed and signed by the Contractor and the employer's agent representative, recording the quantities of paint and glass beads used on that day and shall be available for inspection at all times. The completed and signed log-sheet for the period covered by a payment certificate shall be attached to the payment certificate."

Replace the last paragraph with the following:

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"Solvent-based road marking as specified by the employer's agent shall be carried out within 14 days of opening the road full width to traffic after the completion of the surfacing.

If in the in the opinion of the employer's agent, conditions are unsafe, the centre-line shall be painted immediately after 2,0 km of continuous road has received a new asphalt layer, or 4,0 km of continuous road has received a new seal surfacing."

Add the following paragraph:

"The machine shall always operate in the direction of the traffic when undertaking the lane marking.

B5708 APPLYING THE RETRO-REFLECTIVE BEADS

Replace the nominal application rate of "... 0,8 kg/l ..." with "... 400 gm/m² ..." in the first paragraph.

Replace the second paragraph with the following:

"The thermoplastic road marking material and two-component road marking material shall contain in situ glass beads of minimum content of 25% in order to obtain night visibility (reflectivity). The contractor shall immediately apply additional glass beads at 400g/m² to obtain immediate reflectivity. The beads shall be sprayed onto the road marking layer by means of a pressure sprayer. Where letter, symbol, traverse line and island road marking is undertaken by hand, the glass beads may be applied by hand if approved by the employer's agent. Prior to any hand application work, the contractor shall first request approval from the employer's agent."

Add the following:

"Beads shall be applied in accordance with EN 1424."

B5710 TOLERANCES**(c) Alignment of markings**

Add the following:

"When an unbroken line and a broken line are painted alongside each other, the beginning and the end of the unbroken line shall coincide with the beginning of one broken line and the end of another broken line. When existing lines are repainted, the new markings shall not deviate more than 100mm in the longitudinal direction nor 10 mm in the transverse direction from the existing marking.

The alignment of the road studs shall not deviate from the true alignment by more than 10mm and shall be positioned so that the reflective faces are within 5° of a right angle to the centre line of the road."

Add the following subclause:

(e) Testing**(1) Plant**

Before painting any permanent road markings, the Contractor shall satisfy himself and the employer's agent, by painting test lines on a section of pavement other than the section required to be marked:

- (i) that the painting machine is in good working order and properly adjusted;
- (ii) that the operator is fully experienced; and
- (iii) that the machine sprays at the specified rate of paint application.

The Contractor shall bear the cost of all materials and workmanship required for the above plant tests.

In addition, the Contractor shall conduct random paint thickness tests and dip/spread tests as required by the employer's agent."

B5711 GENERAL

Insert the following between "... black paint ..." and "... or chemical paint remover ..." in the last sentence of the last paragraph:

“, bituminous emulsion, slurry”

Add the following to the last paragraph:

“Where black paint is used, it shall be matt.”

Add the following clause:

“The Contractor shall provide temporary traffic control facilities in accordance with Section 1500 of the COLTO's standard specifications for road and bridge works to ensure traffic safety where work is being executed.

Property and/or road signs damaged by the Contractor, his personnel, his agents or sub-contractors shall be repaired or restored to their condition prior to the damage at his own cost.”

Add the following new paragraphs:

Temporary road marking shall be reinstated before the road is opened to full width traffic. Temporary road marking shall consist of heavy pre-marking, and/or retro-reflective road marking paint, and/or temporary road studs, as directed by the employer's agent.

Temporary road studs shall be installed at double the spacing and shall be fixed to the road surface with the bitumen rubber crack sealant to allow for easy removal by application of gentle heat.

Temporary road marking lines for demarcation of temporary traffic lanes, on the final road surface shall not be allowed, except if approved by the engineer. Should temporary road marking lines be approved, it shall consist of one of the following as directed by the employer's agent:

- (i) Construction grade tape for temporary road marking which can be removed by applying gentle heat. The tape shall be foil backed, adhesive, reflective tape. The tape shall be capable of being easily removed from the road surface by the application of gentle heat.
- (ii) Removable road marking paint.

B5712 FAULTY WORKMANSHIP OR MATERIAL

Add the following paragraphs to this item:

“The Contractor shall rectify in an acceptable manner and at his own costs; all marking that do not comply with the specified requirements.

While work is in progress, tests shall be carried out on materials and/or the quality of work to ensure compliance with the specified requirements. The sampling methods are specified in SANS 731-1. The sampling methods described in TMH5 shall be followed where applicable.”

B5713 PROTECTION

Add the following paragraph

“Traffic cones shall not be smaller than 750mm in height and shall be placed on the road not further than 48m apart. Cones shall not be removed before the paint on the road has hardened to such an extent that it will not be damaged by traffic and the adhesive of the road studs has hardened to such an extent that the studs will not turn or become loose. All marks on the road caused by traffic driving over wet paint shall be removed by the Contractor at his own cost.”

B5714 MEASUREMENT AND PAYMENT

Item

Unit

B57.06 Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols)
..... meter (m)

Add the following:

“Referencing of existing barrier lines and other road marking lines prior to milling and other operations, shall be included in the tendered rate for setting out and pre-marking.”

Amend item 57.07 to read as follows:

“Item	Unit
B57.07 Re-establishing the painting unit during the maintenance period.....lump sum (Sum)	

Replace “... end ...” with “... during ...” in the first sentence.



SECTION 7300: CONCRETE BLOCK PAVING FOR ROADS**B7304 MEASUREMENT AND PAYMENT***Add the following items:***Item****Unit****B73.00 Concrete block paving:****B73.04 Dismantle and removing of existing concrete block paving (including unlimited free haul): meter (m)**

The rate will include all requirements in terms of the excavate, removing, handle, stockpile, load, transport and off load at nearest dumping site. The rate is to be all inclusive and must also include such dumping levy as may be applicable.



SECTION 8100 : TESTING MATERIALS AND WORKMANSHIP**B8102 TESTING METHODS**

Insert the following new subclause (a) and renumber the following subclauses accordingly:

- (a) The South African National Standards, series SANS 3001 published by the South African Bureau of Standards” and renumber the following subsections accordingly.

B8108 DETERMINING THE TOTAL APPROXIMATE DRY BULK RELATIVE DENSITY AND THE APPARENT RELATIVE DENSITY

- (a) **Total approximate dry bulk relative density** *Amend the second paragraph to read:*

“The sample is divided up into + 4,75mm and – 4,75mm fractions.”

- (iii) Method

- (1) – 4,75 mm fraction

Amend the second paragraph to read:

“Soak the sample for 24 hours ± 4 hours.”

- (iv) Calculations

(2) – 4,75 mm fraction

Replace “Dry bulk relative density – fines (25 °C)” with “Dry bulk relative density (25 °C)” in the fifth paragraph.

Amend the first sentence of the sixth paragraph to read:

“Calculate the dry bulk relative density of the total sample, from the following formula:”

Add the following clause:

“B8118 FIELD BINDER TRANSVERSE DISTRIBUTION ("BAKKIE") TEST

(a) Scope

This method sets out the procedure for the simple field determination of the transverse distribution of a binder distributor. Certain statistical criteria are applied to the results to determine conformance with requirements.

(b) Definition

The purpose of the test is to determine conformance of the transverse distribution of the spray bar, as measured by direct discharge from sets of 3 nozzles, using the project binder.

(c) Apparatus

- (i) Steel troughs

Steel troughs fitted with handles and manufactured from 3 mm mild steel plate, conforming to the following or similar dimensions:

Width - 265 mm

Depth	-	405 mm
Height	-	300 mm

A total of 14 troughs are required for a 4,2 m wide spray bar. Each trough must be clearly numbered on its side.

(ii) Balance

A balance capable of weighing up to 50 kg to an accuracy of 20 g.

(iii) Personal protective clothing

The appropriate safety gear must be worn when performing this test and should include a pair of asbestos gloves, face shield and approved overalls.

(iv) Cleaning fluid

Diesel or other suitable fluid.

(d) Preparation of the binder distributor

Ensure that all the binder strainers on the sprayer have been cleaned.

Preheat the binder in the distributor tank to within $\pm 5^{\circ}\text{C}$ of the required spray temperature.

Circulate the binder through the spray bar for at least 15 minutes.

Position the spray bar over a full-length drip tray. A short preliminary spray is made to ensure that all the nozzles are functioning and that the machine is in normal working condition. Suck back the binder from the drip tray into the distributor tank on completion of test spray.

If necessary, correct any malfunctioning of the spray bar.

(e) Method

- (i) Ensure that all troughs are clean and free of any water or other materials.
- (ii) Place the pre-weighed steel troughs described under (c)(i) above under the spray bar in such a manner that the discharge of each set of three nozzles are collected in one trough. Ensure that the troughs are placed in numerical order.
- (iii) Adjust the spray bar height to ensure that the nozzles are below the sides of the trough.
- (iv) Increase the bitumen pump speed to yield the desired triple spray overlap in accordance to the type of nozzles and type of binder being used. Typically, this could vary between 12 and 20 litres per minute for conventional binders.
- (v) Open the nozzles and spray sufficient binder to fill the troughs without risking spillage during handling.
- (vi) Weigh the troughs to determine the mass of binder sprayed.
- (vii) On completion of the weighing and before the binder cools suck back the binder into the distributor tank.
- (viii) Only clean the troughs with a suitable cleaning fluid once they have cooled down to room temperature.
- (ix) Store used cleaning fluid in a suitable container for re-use.

(f) Calculation and report

- (i) Determine the net mass of binder in each trough to the nearest 20 grams.

$$\text{Net mass binder} = (M_1, M_2, M_3 \dots M_n).$$

- (ii) Calculate the average mass of the binder collected in all the troughs.

$$M_{ave} = \sum (M_1 \dots M_n) / n \text{ where } n = \text{number of troughs}$$

- (iii) Calculate the deviation from the average mass for every trough and express the value as a percentage.

$$\% \text{ Deviation} = (M_{ave} - M_i) / M_{ave} \times 100$$

- (iv) If the transverse distribution is out of specification, make the necessary adjustments to the spray bar and repeat the test.

- (v) Report results on a suitable report sheet.

- (vi) Update the 'bakkie' test record with the relevant information for the distributor.

(g) Accuracy

Due to the varying nature of the different types of binders, cognisance must be taken of the respective binder's viscosity at spray temperature when establishing achievable tolerances, namely:

Conventional binders : 40 – 100 CPs

Polymer modified binders: 120 – 200 CPs

Bitumen rubber : 2,000 – 3,000 CPs"

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C3.5 Management

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3.5.2	LABOUR INTENSIVE CONSTRUCTION / PARTICIPATION OF TARGETED LABOUR	56
3.5.3	PARTICIPATION OF TARGETED ENTERPRISES	57

3.5.1. CONTRACT ADMINISTRATION

The Contractor shall submit with each monthly statement for payment, the following returns – the format of which are: are included in C3.6 : Annexes.

Annex 1: B-BBEE Sub-contract Expenditure Report

Annex 2: Project Labour Report

Annex 3: Targeted Labour Contract Participation Expenditure Report

Annex 4: Targeted Enterprise Contract Participation Expenditure Report

The Project Labour Report must include details of all labour (including that of sub-contractors) that earns less than R200 per day (excluding any benefits) employed from within the Target Area 1 – Local Area on this contract in the month in question.

3.5.2. LABOUR INTENSIVE CONSTRUCTION / PARTICIPATION OF TARGETED LABOUR

In support of the National Department of Public Works' Expanded Public Works Programme which is aimed at the alleviation of poverty through the creation of employment opportunities, the Employer is seeking to increase the intensity of labour, as appropriate, in all of its infrastructure sector projects.

It is a requirement of this Contract, therefore, that the work be executed in such a manner so as to maximise the use of labour intensive construction methods in order to provide low and semi-skilled employment opportunities and employ workers from the local community.

3.5.2.1 Minimum Targeted Labour contract participation

To this end, a minimum targeted labour contract participation goal (CPG_{2L}) set by the Employer for this Contract is specified in Section 3.3.3 of Part C3.3: Procurement in the Scope of Work, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

The minimum Targeted Enterprises and Targeted Labour (Local Resources) contract participation goal set by the Employer may be such that the Contractor will have to carry out some of the work that would normally have been undertaken using mechanised construction methods, by using labour intensive construction methods instead. It is left to the discretion of the Contractor to identify suitable work activities for the intensification of labour. The Contractor shall, within 5 working days of being requested in writing by the Engineer to do so, submit details of his/her plan to achieve the minimum targeted labour contract participation goal (CPG_{2L}).

3.5.2.2 Recruitment of targeted labour

Where targeted labour is to be drawn from specific local communities (defined in terms of the target area), such labour shall be identified using the relevant Regional / District / Sub-Council Job-Seekers Database. The Contractor shall request, via a Community Liaison Officer (if required in terms of the contract), a list of suitable candidates from the database, from which the Contractor shall make his/her final selection. The contractor shall enter into written contracts of temporary employment with all targeted labour.

Any difficulty experienced by the Contractor in identifying candidates through the Job-Seekers Database, or as regards any matter relating to the employment of targeted labour, shall be immediately referred to the Engineer.

3.5.2.3 Records

Credits towards the achieving the minimum targeted labour contract participation (CPG_{2L}) shall be granted by converting the total monetary value of wages paid to targeted labour to a percentage of the net value of the contract. No credits shall be accorded should the contractor fail to enter into written contracts with the targeted labour. Furthermore, no credits shall be accorded in respect of targeted labour employed on work in respect of provisional sums or prime cost items. Such labour shall nevertheless be recorded on the Project Labour Report which is required to be furnished by the Contractor.

In addition to the forms required for contract administration (the Project Labour Report and Targeted Labour Contract Participation Expenditure Report, in particular), the Contractor shall furnish the Engineer with copies of the employment contracts entered into with targeted labour, as well as evidence of payments to the such labour in the form of copies of payslips or payroll runs.

3.5.2.4 Training of targeted labour

The Contractor is required to provide all informal (on-the-job) skills training so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of informal training shall be included in the rates for the various work activities.

3.5.3. PARTICIPATION OF TARGETED ENTERPRISES

It is a requirement of this contract that enterprises located within the target area, as defined, be engaged by the Contractor for the provision of supplies, services or works necessary for the performance of this contract.

3.5.3.1 Minimum Targeted Enterprises contract participation

To this end, a minimum targeted enterprises contract participation goal (CPG_{2E}) set by the Employer for this Contract is specified in Section 3.3.3 of Part C3.3 : Procurement in the Scope of Work, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

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 VAT), expressed as a percentage of the value of the contract, is sufficient to achieve the specified minimum targeted enterprises contract participation (CPG_{2E}). The Contractor shall, within 5 working days of being requested by the Engineer to do so, submit details of his/her plan to achieve the minimum targeted enterprises contract participation (CPG_{2E}).

3.5.3.2 Records

Credits towards achieving the minimum targeted enterprises contract participation goal (CPG_{2E}) shall be granted by converting the total monetary value (exclusive of VAT) of the agreements between the Contractor, or Contractor's sub-contractors, and targeted enterprises, to a percentage of the value of the contract.

No credits shall be accorded should the Contractor (or sub-contractors):

- a) make direct payment to third parties in connection with the contract on behalf of targeted enterprises, when such payment is recovered by making deductions from payments due to the targeted enterprise;
- b) fail to enter into written contractual agreements with the relevant targeted enterprises.

Credits claimed towards the contract participation goal shall be denied where such written contractual agreements contain any of the following:

- i) conditions which are more onerous than those that exist in the prime contract (this contract);
- ii) payment procedures based on a pay when paid system;
- iii) authoritarian rights given to the employing contractor, with no recourse to independent adjudication in the event of a dispute arising.

No credits may be claimed in respect of targeted enterprises that do not adhere to statutory labour practices. No credits shall be accorded in respect of targeted enterprises engaged on work in respect of provisional sums or prime cost items.

In the event that a targeted enterprise sub-contracts to another targeted enterprise, only the value of the higher level sub-contract shall be granted as credit towards achieving the specified minimum CPG_{2E}.

In addition to the form required for contract administration (the Targeted Enterprises Contract Participation Expenditure Report), the Contractor shall furnish the Engineer, upon written request, with documentary evidence that the targeted

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enterprises have their base of operations in the target area, copies of the contractual agreements with the various targeted enterprises, as well as documentary proof of payments made to the various targeted enterprises.



C3.6 Annexes

CONTENTS

Annex 1: B-BBEE Sub-contractor Expenditure Report

Annex 2: Project Labour Report

Annex 3: Targeted Labour Contract Participation Expenditure Report

Annex 4: Targeted Enterprise Contract Participation Expenditure Report



ANNEX 1

CONTRACT NO. AND NAME:

CONTRACTOR:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT CERTIFICATE NO.

Value of the contract (as defined in Schedule 21: Preferencing Schedule) (P*)	R	B-BBEE Status Level of Prime Contractor		
---	---	---	--	--

Name of Sub-contractor (list all Sub-contractors)	B-BBEE Status Level of Sub-contractor ¹	Total Value of Sub-contract (Excl VAT) ¹	Value of Sub-contract work to date (Excl VAT)	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than Prime Contractor
Sub-contractor A				
Sub-contractor B				
Sub-contractor C				
¹ Documentary evidence to be provided			Total: Expressed as a percentage of P*	
			%	

Signatures

Contractor:

Date:

Engineer/
Engineer's
Representative:

Date:

ANNEX 2

Project Labour Report

Project/Contract Name:					Budget: (tick one)		Capital	☒	Operating	
Project/Contract Number:					WBS No./Cost Centre No.:					
Contractor:					Project/Contract Start Date:					
Consultant:					Project/Contract End Date:					
CLO Name:			CLO ID Number:		Project/Contract Value (incl. allowance for escalation/excl. VAT):					
Month:					Project Labour Intensity Target/ Specified Minimum Targeted Labour Contract Participation Goal:					
Total value of work done to date (incl. escalation/excl. VAT):										
Number of workers	Name	Surname	ID Number/DOB	Targeted Labour (Y/N)	Daily Rate	Number of days worked this month (incl. training)	Disabled (Y/N)	Number of training days this month	Course Name	Training Service Provider
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
Totals for sheet										
Sheet of										

Signatures

Contractor: _____

Date: _____

Consultant/Project
Manager: _____

Date: _____

ANNEX 3

CONTRACT NO. AND NAME:

CONTRACTOR:

TARGETED LABOUR CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO.

...

Value of the contract (as defined in Schedule 21: Preferencing Schedule) (P*)	R	Specified Targeted Labour Contract Participation Goal	%
---	---	---	---

Name of Contractor/Sub-contractor (list all)	Total previous expenditure on wages in respect of targeted labour	Net Amount for this month ¹	Total expenditure on wages in respect of targeted labour
Contractor			
Sub-contractor A			
Sub-contractor B			
¹ Documentary evidence to be provided			Total: Expressed as a Percentage of P* %

Signatures

Contractor:

Date

Engineer/
Engineer's
Representative:

Date

ANNEX 4

CONTRACT NO. AND NAME:

CONTRACTOR:

TARGETED ENTERPRISES CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO.

.....

Value of the contract (as defined in Schedule 21: Preferencing Schedule) (P*)	R	Specified Targeted Enterprises Contract Participation Goal	%
---	---	--	---

Name of Targeted Enterprise (list all)	Total previous expenditure (excl VAT) in respect of targeted enterprises	Net Amount for this month ¹	Total expenditure (excl VAT) in respect of targeted enterprises
Enterprise A			
Enterprise B			
Enterprise C			
¹ Documentary evidence to be provided			Total: Expressed as a Percentage of P* %

Signatures

Contractor:

Date:

Engineer/
Engineer's
Representative:

Date:

C4 Site Information

The rates tendered are deemed to be based on the Contractors own inspection, investigations and site visits and Clause 2.1 of the GCC 2015 (3rd Edition) is applicable in this regard.



C5 Drawings

The Works shall be carried out in accordance with the following drawings which are included in Volume 4: Drawings and form part of the contract documents:

The Construction of Nkqubelas Second Entrance

