

## CONTRACT DOCUMENT

FOR

CONTRACT NO: **T68/2021**

FOR

**CONSTRUCTION OF PIET RETIEF STREET, 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

|                                  |  |
|----------------------------------|--|
| <b>TENDERER</b>                  |  |
| <b>CONTACT PERSON</b>            |  |
| <b>TEL NO.</b>                   |  |
| <b>FAX NO.</b>                   |  |
| <b>TENDER AMOUNT</b>             |  |
| <b>COMPLETION PERIOD (WEEKS)</b> |  |

**ISSUED BY:**

LANGEBERG MUNICIPAL OFFICES  
28 MAIN ROAD  
ASHTON,  
6715

## PART A INVITATION TO BID

|                                                                                                                                                                       |                                                                                    |                      |                                                                             |                                                                                        |       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|----------------------|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LANGEBERG MUNICIPALITY</b>                                                                                   |                                                                                    |                      |                                                                             |                                                                                        |       |
| <b>Bid Number:</b>                                                                                                                                                    | T68/2021                                                                           | <b>Closing Date:</b> | 03 December 2021                                                            | <b>Closing Time:</b>                                                                   | 12:00 |
| <b>Description:</b>                                                                                                                                                   | CONSTRUCTION OF PIET RETIEF STREET, ROBERTSON                                      |                      |                                                                             |                                                                                        |       |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM MBD7 (FORM OF OFFER AND ACCEPTANCE).</b>                                        |                                                                                    |                      |                                                                             |                                                                                        |       |
| Bid Response Documents may be Deposited in the Bid Box situated at:                                                                                                   |                                                                                    |                      |                                                                             |                                                                                        |       |
| <b>MUNICIPAL HEAD OFFICE</b>                                                                                                                                          |                                                                                    |                      |                                                                             |                                                                                        |       |
| <b>28 Main Road</b>                                                                                                                                                   |                                                                                    |                      |                                                                             |                                                                                        |       |
| <b>ASHTON</b>                                                                                                                                                         |                                                                                    |                      |                                                                             |                                                                                        |       |
| <b>6715</b>                                                                                                                                                           |                                                                                    |                      |                                                                             |                                                                                        |       |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                           |                                                                                    |                      |                                                                             |                                                                                        |       |
| 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]                                                                                                    | <input type="checkbox"/> Yes<br><input type="checkbox"/> No                        |                      |                                                                             |                                                                                        |       |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |                                                                                    |                      |                                                                             |                                                                                        |       |
| 1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                                                                      | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] |                      | 2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[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                                                                                                                            |                                                                                    |                      |                                                                             |                                                                                        |       |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>                                                                                                                |                                                                                    |                      | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>                            |                                                                                        |       |
| 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](http://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: .....

## LANGEBERG MUNICIPALITY

### TENDER NO. T68/2021

#### CONSTRUCTION OF PIET RETIEF STREET, ROBERTSON

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#### GENERAL TENDER INFORMATION

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|                                                                       |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------------------------|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TENDER ADVERTISED</b>                                              | : | Saturday, 13 November 2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>ESTIMATED CIDB CONTRACTOR GRADING</b>                              | : | 3CE or Higher                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>CLARIFICATION MEETING</b><br>Wednesday, 24 November 2021 at 11:00. | : | A compulsory clarification meeting to be held on                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>VENUE FOR CLARIFICATION MEETING</b>                                | : | Municipal offices, 52 Church Street, Robertson                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>CLOSING DATE</b>                                                   | : | Friday, 3 December 2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>CLOSING TIME</b>                                                   | : | 12:00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>CLOSING VENUE</b><br>Ashton, 6715.                                 | : | <b>Tender Box</b> at the Municipal Office, 28 Main Road,                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>VALIDITY PERIOD OF TENDER</b>                                      | : | 120 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>TENDER BOX</b>                                                     | : | 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. |

LANGEBERG  
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## Part T1: Tendering procedures

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**INVITATION FOR TENDERS****TENDER NUMBER: T68/2021**

DESCRIPTION : Construction of Piet Retief Street, Robertson  
 CLOSING DATE : 3 December 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 **3CE 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:**

The document can be downloaded from the Municipal Website @ [www.langeberg.gov.za](http://www.langeberg.gov.za), alternatively, with prior arrangement, can be collected between the hours 08h00 – 16h30 as from **15 November 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.

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.**

| Industry/sector/subsector                      | Minimum Threshold for Local Content      | % of local content |
|------------------------------------------------|------------------------------------------|--------------------|
| STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION | FABRICATED STRUCTURAL STEEL              | 100%               |
| CEM 1                                          | PORTLAND CEMENT WITH A 95 – 100% CLINKER | 100%               |

A compulsory clarification meeting will be held on **24 November 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 and must not be dismantled. 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](http://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:**

|                      |                    |
|----------------------|--------------------|
| <b>Clause number</b> | <b>Tender Data</b> |
|----------------------|--------------------|

|            |                |
|------------|----------------|
| <b>F.1</b> | <b>General</b> |
|------------|----------------|

|              |                |
|--------------|----------------|
| <b>F.1.1</b> | <b>Actions</b> |
|--------------|----------------|

Add the following:

The Employer is the LANGEBERG MUNICIPALITY, represented by:

The Municipal Manager

|              |                              |
|--------------|------------------------------|
| <b>F.1.2</b> | <b>Tender Documents: GCC</b> |
|--------------|------------------------------|

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](mailto: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](http://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 bound:

**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**

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 **3CE 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.

#### F2.1.3 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.

#### F2.1.4 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.

#### F2.1.5 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 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: T68/2021

Title of tender: CONSTRUCTION OF PIET RETIEF STREET, ROBERTSON

Sealed tenders with the Tenderer's name and address and the endorsement "**T68/2021: CONSTRUCTION OF PIET RETIEF, ROBERTSON**" 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"

*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.

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### 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 F3.8:

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.

##### 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.

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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 (≤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 contributor<sup>1</sup>

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 <sup>1</sup> | 0                          |

<sup>1</sup> 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

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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;
- (i) 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.

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- 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:

- 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 CPG<sub>2</sub> 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.

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**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.

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 BBEE 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 BBEE.

A trust, consortium or joint venture must submit a consolidated B-BBEE Status

Level Verification Certificate for every separate bid.

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## 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;

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**

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

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

**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.

**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**

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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 BBEE 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 BBEE 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 | $A = (1 - \frac{P - P_m}{P_m})$ | $A = P_m / P$ |
| <p>a</p> <p><math>P_m</math> is the comparative offer of the most favourable comparative offer.</p> <p><math>P</math> is the comparative offer of the tender offer under consideration.</p> |                                             |                                 |               |

### 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

c) other revisions agreed between the employer and the successful tenderer.

**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                                   | Designation | 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.<br>The results of operations such as dredging, earthworks and geotechnical processes.<br>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:<br>a) relating to the generation, transmission and distribution of electricity;<br>or<br>b) which cannot be classified as EB.            | Electrical power generation, transmission, control and distribution equipment and systems.                                                                                                | Power generation<br>Street and area lighting<br>Substations and protection systems<br>Township reticulations<br>Transmission Lines<br>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<br>Electrical reticulations within a plot of land (erf) or building site<br>Standby plant and uninterrupted power supply<br>Verification and certification of electrical installations on premises                                                                                                                                                                                                       |

| Description                  | Designation | Definition                                                                                                                                                                                                                                                                                                                                                                                    | Basic works types                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Examples                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| General building works       | GB          | Construction works that:<br>a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or<br>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:<br>c) civil engineering works;<br>d) electrical engineering works;<br>e) mechanical engineering works; or<br>f) specialist works.                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Buildings for domestic, industrial, institutional or commercial occupancies<br>Car ports<br>Fences other than classified as SS<br>Stores<br>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:<br>a) gas transmission and distribution systems<br>b) pipelines<br>c) solid waste disposal<br>d) materials handling, lifting machinery, heating, ventilation and cooling, pumps,<br>e) continuous process systems<br>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<br>Boiler installations and steam distribution<br>Central heating<br>Centralised hot water generation<br>Cranes and hoists<br>Dust and sawdust extraction<br>Compressed air, gas and vacuum installations<br>Conveyor and materials handling installations<br>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<br>Kitchen equipment<br>Laundry equipment<br>Lift installations and escalators<br>Refrigeration and cold rooms<br>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                                                                           |          |

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## Part T2: Returnable Documents

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|                                         | 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       |
| 3:  | AUTHORITY OF SIGNATORY .....                                                                                                   | 6       |
| 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      |
| 8:  | TAX CLEARANCE CERTIFICATE, TCS SARS COMPLIANCE STATUS PIN, BARGAINING COUNCIL<br>CERTIFICATE AND MINIMUM WAGE DECLARATION..... | 13      |
| 9:  | CONFIRMATION OF CONTRACTOR ENTERPRISE REGISTRATION .....                                                                       | 14      |
| 10: | TENDERER'S BANKING DETAILS.....                                                                                                | 15      |
| 11: | SCHEDULE OF SUBCONTRACTORS.....                                                                                                | 16 - 17 |
| 12: | DETAILS OF CONSTRUCTION MANAGER AND GENERAL FOREMAN'S EXPERIENCE .....                                                         | 18      |
| 13: | HEALTH AND SAFETY PLAN .....                                                                                                   | 19      |
| 14: | PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER.....                                                                        | 20      |
| 15: | DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES .....                                                         | 21      |
| 16: | DECLARATION OF "IN THE SERVICE OF THE STATE".....                                                                              | 23      |
| 17: | DECLARATION FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER .....                                                      | 25      |
| 18: | CERTIFICATE OF INDEPENDENT TENDER DETERMINATION .....                                                                          | 26 - 27 |
| 19: | DECLARATION OF INTEREST MBD4 .....                                                                                             | 28 - 30 |
| 20: | DECLARATION FOR PROCUREMENT ABOVE 10 MILLION .....                                                                             | 31      |

**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**

|                                 |                                                                          |         |
|---------------------------------|--------------------------------------------------------------------------|---------|
| 21:                             | RECORD OF ADDENDA TO TENDER DOCUMENT .....                               | 32      |
| <b>Preferencing Schedule(s)</b> |                                                                          |         |
| 22:                             | PREFERENCING SCHEDULE – B-BBEE STATUS LEVEL CONTRIBUTION PREFERENCE..... | 33 - 38 |
| 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:

- |                                                                                                |                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity                                                                                                            |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature                                                                                                                                      |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |                                                                                                                                                                                                                     |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |                                                                                                                                                                                                                     |

## T2.2

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

| 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:

- |                                                                                                |                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature                                |                                                                                                                                                                                                                     |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity                                                                                                            |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> an employee of Parliament or a provincial legislature                                                                                                                                      |
| <input type="checkbox"/> 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:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- 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;
- 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;
- 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;
- 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) .....

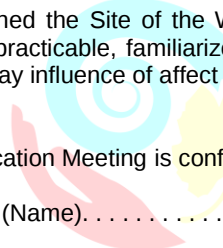
telephone number .....

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.

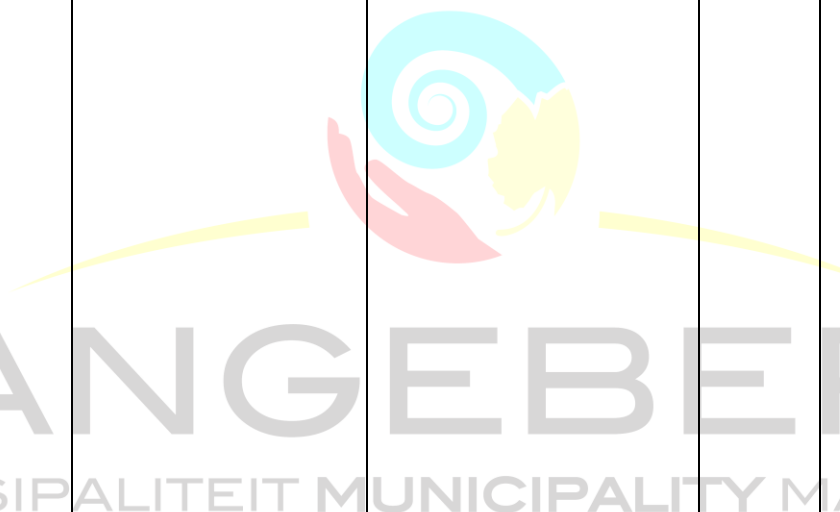
| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY                       |
|--------------|---------|-------------------------------------------------|
| Lead partner |         | Signature.....<br>Name.....<br>Designation..... |
|              |         | Signature.....<br>Name.....<br>Designation..... |
|              |         | Signature.....<br>Name.....<br>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<br>(NAME, TEL No<br>AND FAX No)                                            | CONSULTING<br>ENGINEER<br>(NAME, TEL No<br>AND FAX No) | NATURE OF WORK | VALUE<br>OF<br>WORK<br>R(m) | DATE<br>COMPLETED |
|  |                                                        |                |                             |                   |

| CURRENT CONTRACTS                        |                                                        |                |                             |                                   |
|------------------------------------------|--------------------------------------------------------|----------------|-----------------------------|-----------------------------------|
| EMPLOYER<br>(NAME, TEL No<br>AND FAX No) | CONSULTING<br>ENGINEER<br>(NAME, TEL No<br>AND FAX No) | NATURE OF WORK | VALUE<br>OF<br>WORK<br>R(m) | ANTICIPATED<br>COMPLETION<br>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 |
|-------------------------------------------------------------------------------------|--------|
|  |        |

**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.

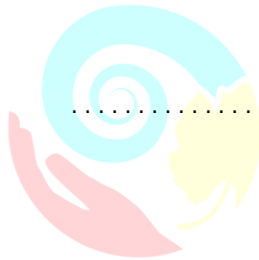
This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The 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  
MUNICIPALITEIT 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.

| <b>MONTH</b>              | <b>VALUE</b> |
|---------------------------|--------------|
| 1.                        | R            |
| 2.                        | R            |
| 3.                        | R            |
| 4.                        | R            |
|                           | R            |
|                           | R            |
|                           |              |
|                           |              |
|                           |              |
|                           |              |
|                           |              |
|                           |              |
|                           |              |
|                           |              |
| SUB TOTAL                 | R            |
| CONTINGENCIES (10%)       | R            |
| SUB TOTAL                 | R            |
| VAT (15%)                 | R            |
| TOTAL (INCLUDING VAT 15%) | R            |

.....

**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**

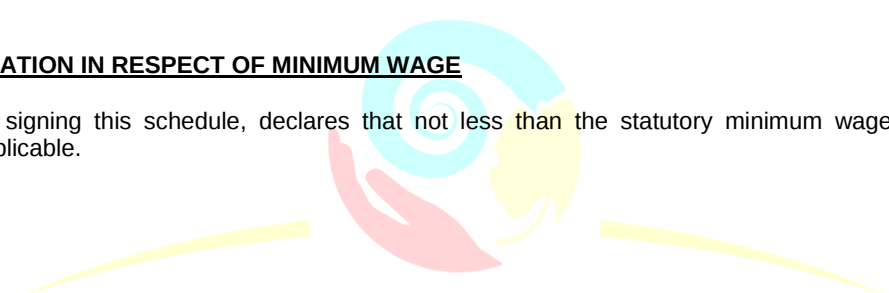
Tenderers must be registered with a relevant Bargaining Council (if such be in place) and provide the applicable Certificate of Compliance in terms of the relevant Government Gazette.

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.



**LANGEBERG**  
MUNISIPALITEIT MUNICIPALITY MASIPALA  
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](http://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.

**LANGEBERG**  
MUNISIPALITEIT MUNICIPALITY MASIPALA

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

[illegible]



**SUB**

by the tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....

**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.

|                              |                                  |                      |                      |                       |
|------------------------------|----------------------------------|----------------------|----------------------|-----------------------|
| <b>CONSTRUCTION MANAGER</b>  | <b>NAME: .....NQF LEVEL.....</b> |                      |                      |                       |
| <b>CONTRACT &amp; CLIENT</b> | <b>NATURE OF WORK</b>            | <b>POSITION HELD</b> | <b>VALUE OF WORK</b> | <b>YEAR COMPLETED</b> |
|                              |                                  |                      |                      |                       |

|                              |                                  |                      |                      |                       |
|------------------------------|----------------------------------|----------------------|----------------------|-----------------------|
| <b>GENERAL FOREMAN</b>       | <b>NAME: .....NQF LEVEL.....</b> |                      |                      |                       |
| <b>CONTRACT &amp; CLIENT</b> | <b>NATURE OF WORK</b>            | <b>POSITION HELD</b> | <b>VALUE OF WORK</b> | <b>YEAR COMPLETED</b> |
|                              |                                  |                      |                      |                       |

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:** .....

MUNISIPALITEIT 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?<br>(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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 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)?<br>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 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. **T68/2021** 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 consortium<sup>1</sup> 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;

<sup>1</sup>Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

9. The terms of 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.

**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 state<sup>1</sup>, 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, shareholder<sup>2</sup>, 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.

<sup>1</sup>"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.

<sup>2</sup>"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

3. 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 Tax Reference Number | State Employee Number<br>Persal Number |
|-----------|-----------------|--------------------------------------|----------------------------------------|
|           |                 |                                      |                                        |
|           |                 |                                      |                                        |

| Full Name | Identity Number | Personal Income Tax Reference Number | State Employee Number<br>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

LANGEBERG  
 MUNISIPALITEIT MUNICIPALITY MASIPALA

**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

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         |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

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

1.7 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:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) 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**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = 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**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = 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 | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

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 | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

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<br>✓ | QSE<br>✓ |
|-------------------------------------------------------------------|----------|----------|
| 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                            |          |          |
| <b>OR</b>                                                         |          |          |
| 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:.....

9.8.1 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 .....

.....

.....

**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](http://www.thedti.gov.za/industrial%20development/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       | Subbase: Portland Cement (1.5% by Mass)                     | 5.8t     | 100                            |
| 2       | Permanent Road Signs: 600mm Type R1 stop signs              | 2no      | 100                            |
| 3       | Permanent Road Signs: 600mm x 150mm W401/W402 Caution signs | 2no      | 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](http://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 (PPFA), 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

| Calculation of local content |                                  |                                |                         |                                               |                |             |                            | Tender summary |                    |                                 |                        |
|------------------------------|----------------------------------|--------------------------------|-------------------------|-----------------------------------------------|----------------|-------------|----------------------------|----------------|--------------------|---------------------------------|------------------------|
| Tender item no's             | List of items                    | 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)                  |
| B5.2.1                       | b)portland cement (1.5% by mass) |                                |                         |                                               |                |             |                            |                |                    |                                 |                        |
| B.7.4.1.i.)                  | 600mm Type R1 Signs              |                                |                         |                                               |                |             |                            |                |                    |                                 |                        |
| B7.4.2.ii)                   | 600mm x 150mm                    |                                |                         |                                               |                |             |                            |                |                    |                                 |                        |
|                              |                                  |                                |                         |                                               |                |             |                            |                |                    |                                 |                        |
|                              |                                  |                                |                         |                                               |                |             |                            |                |                    |                                 |                        |
|                              |                                  |                                |                         |                                               |                |             |                            |                |                    |                                 |                        |
|                              |                                  |                                |                         |                                               |                |             |                            |                |                    |                                 |                        |
|                              |                                  |                                |                         |                                               |                |             |                            |                |                    |                                 |                        |

Signature of tenderer from Annex B

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

(C20) Total tender value R 0

(C21) Total Exempt imported content R 0

(C22) Total Tender value net of exempt imported content R 0

(C23) Total Imported content R 0

(C24) Total local content R 0

(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

## 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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(D32) Total imported value by tenderer

(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: \_\_\_\_\_

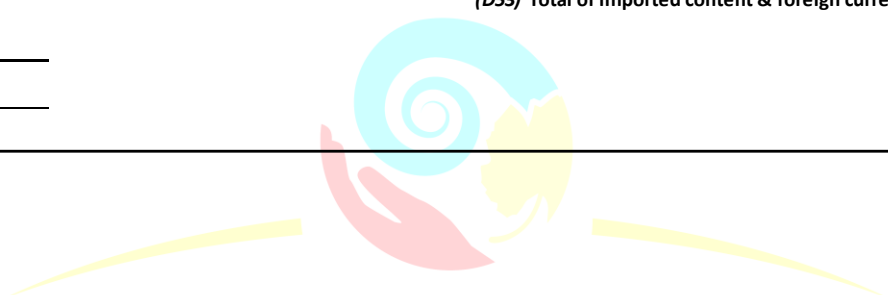
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content &amp; foreign currency payments - (D32), (D45) &amp; (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<br>(Goods, Services<br>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 |
|--------------------|--------|-------|--------|
| <b>Owner</b>       |        |       |        |
| <b>Director</b>    |        |       |        |
| <b>Manager</b>     |        |       |        |
| <b>Shareholder</b> |        |       |        |

**"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 he 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?<br>(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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 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)?<br><br>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |

| 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 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

**LANGEBERG**  
MUNISIPALITEIT MUNICIPALITY MASIPALA

**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 of 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.

g) 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:
- If the bid is not sealed;
  - if the bid including the bid price amount, where applicable is not submitted on the official pricing schedule;
  - if the bid is not completed in non-erasable ink; or
  - 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.

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## Part C1: Agreements and Contract Data

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### Pages

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**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.

C1

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) .....

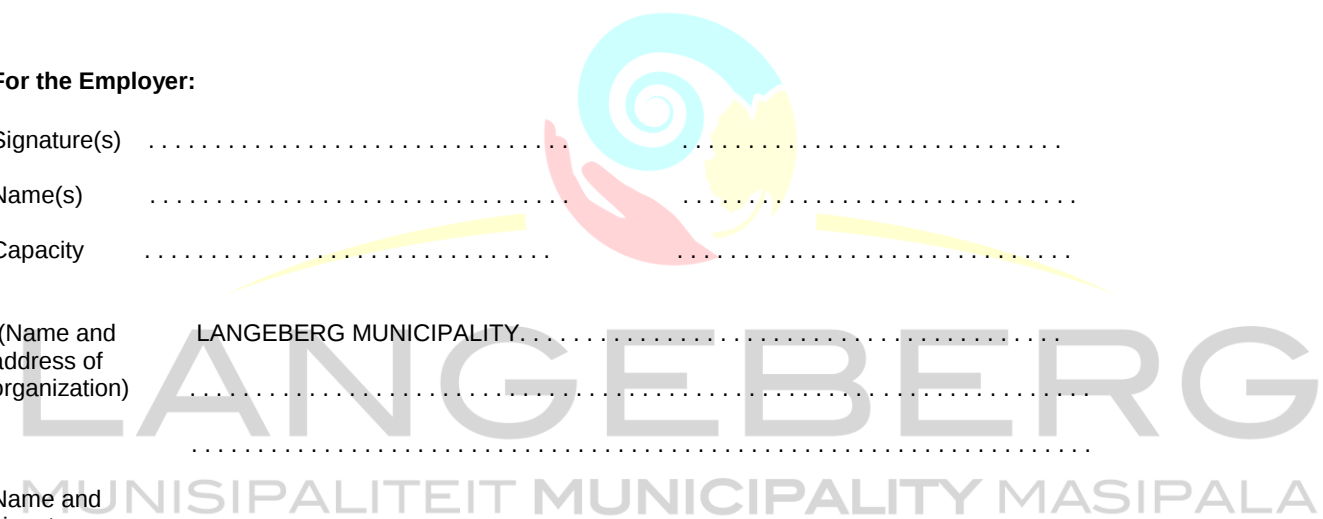
Name(s) .....

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

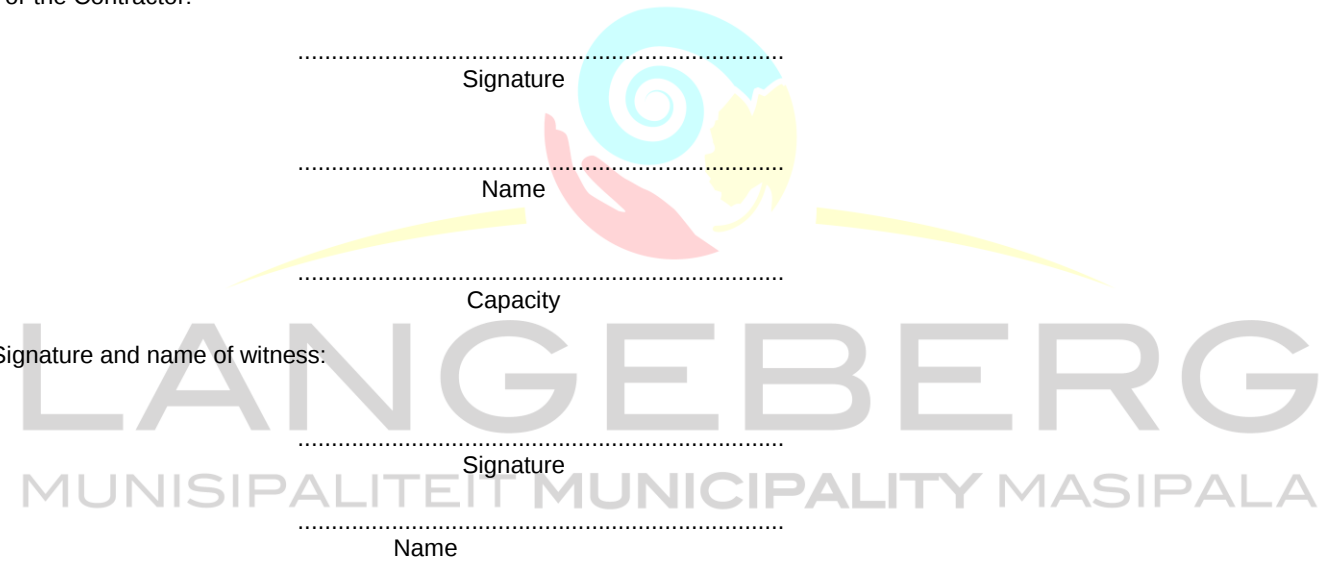
.....  
Name

.....  
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**

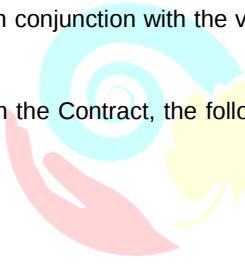
Prepared by the South African Institution of Civil Employer's Agenting (SAICE) shall apply to and from the General Conditions of Contract for this Contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Employer's Agenting (SAICE), Private Bag X200, 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. SANS 1200



LANGEBERG  
MUNISIPALITEIT MUNICIPALITY MASIPALA

**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**

1.1.1.1.1 "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**

## C1

- 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**

- 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 (3<sup>rd</sup> 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.

6.8.3 Notwithstanding the above, if special materials are specified in the Contract Data then the provisions of Clause 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.

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- 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 | <b>4 months</b> – 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  | <b>28 Main Road, Asthon, (tel) 023 615 8000, (fax) 023 615 1563</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| The Pricing Strategy                                                                                                                                                                         | 1.1.1.26 | Re-measurement Contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Health and Safety Plan                                                                                                                                                                       | 5.3.1    | <b>Within 14 days after Commencement Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 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    | <p>The special non-working days are:</p> <p>(1) All gazetted public holidays falling outside the year end break.</p> <p>(2) The year end break commencing as published by SAFCEC</p> <p>The following conditions apply:</p> <p>a) No work allowed after 18:00 on weekdays.</p> <p>b) Working times for Saturdays are 08:00 - 14:00.</p> <p>c) No work allowed on Sundays, Public Holidays and year end break as published by SAFCEC.</p> <p>d) Approval for work outside of normal working hours to be obtained from Employer.</p> <p>Penalty for the transgression of above conditions is R 10 000/transgression.</p> |

|                                                                                                             |           |                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 12 000 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<br><b>Retention of 10% of the value of the Works</b>                                                                                                                                                                                  |
| 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.<br><br>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 | <b>Not Required</b>                                                                                                                                                                                                                                                                         |
| 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. T68/2021: CONSTRUCTION OF PIET RETIEF, ROBERTSON.**

"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.

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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.
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) .....


  
**LANGEBERG**
  
 MUNISIPALITEIT MUNICIPALITY MASIPALA

**ANNEXURE**

**LIST OF APPROVED FINANCIAL INSTITUTIONS**

The following financial institutions are currently (as at 25<sup>th</sup> 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.



LANGEBERG  
MUNICIPALITEIT MUNICIPALITY MASIPALA

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

..... ,  
(Contractor/Mandatory/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

\_\_\_\_\_  
Mandatory

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 understand 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.

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## Part C2: Pricing Data

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|                                          | Pages  |
|------------------------------------------|--------|
| C2.1 Pricing Instructions.....           | 1 – 2  |
| C2.2 Bill / Schedule of Quantities ..... | 3 – 10 |



## 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 <sup>2</sup>       | = | square metre          |
| m <sup>2</sup> -pass | = | square metre-pass     |
| m <sup>3</sup>       | = | cubic metre           |
| m <sup>3</sup> -km   | = | cubic metre-kilometre |
| MN                   | = | meganeutron           |
| MN.m                 | = | meganeutron-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](http://www.stanza.org.za) or [www.iso.org](http://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.

## C2

8. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the 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

### CONTENTS

### BILLS / SCHEDULES OF QUANTITIES

A: Preliminary and General

B: The Construction of Piet Retief Street, Robertson



THE CONSTRUCTION OF PIET RETIEF STREET,  
ROBERTSON SECTION A: PRELIMINARY AND GENERAL

| ITEMNO                | PAYMENT      | LIC | DESCRIPTION                                                    | UNIT           | QTY      | RATE     | AMOUNT R |
|-----------------------|--------------|-----|----------------------------------------------------------------|----------------|----------|----------|----------|
| A1                    | SABS 1200 A  |     | <b>PRELIMINARY AND GENERAL</b>                                 |                |          |          |          |
|                       | PS A 8.3     |     | <b>Scheduled Fixed-charge and Value-related Items</b>          |                |          |          |          |
| A1.1                  | PS A 8.3.1   |     | Fixed preliminary and general charges                          | Sum            | 1        |          |          |
| A1.2                  | PS A 8.3.2   |     | Value related preliminary and general charges                  | Sum            | 1        |          |          |
|                       | PS A 8.4     |     | <b>Scheduled Time-related Items</b>                            |                |          |          |          |
| A1.3                  | PS A 8.4.1   |     | Time related preliminary and general charges                   | Sum            | 1        |          |          |
|                       | PS A 8.6     |     | <b>Prime Cost Sums</b>                                         |                |          |          |          |
| A1.4                  |              |     | Training for labour intensive construction purposes            |                |          |          |          |
| A1.4.1                |              |     | a) Training of local labour                                    | Prov Sum       | 1.00     | 30000.00 | 30000.00 |
| A1.4.2                |              |     | b) Charge required by Contractor on item a) above              | %              | 30000.00 |          |          |
| A1.5                  |              |     | Tools for Training                                             |                |          |          |          |
| A1.5.1                |              |     | a) Supply of tools for training                                | Prov Sum       | 1.00     | 15000.00 | 15000.00 |
| A1.5.2                |              |     | b) Charged required by Contractor on item a) above             | %              | 15000.00 |          |          |
| A1.6                  |              |     | Additional testing of materials required by Engineer           |                |          |          |          |
| A1.6.1                |              |     | a) Cost of testing                                             | Prov Sum       | 1        | 30000.00 | 30000.00 |
| A1.6.2                |              |     | b) Charged required by Contractor on item a) above             | %              | 0        |          |          |
|                       | 8.8          |     | <b>Temporary Works</b>                                         |                |          |          |          |
| A1.7                  | PS A 8.8.2   |     | Dealing with Traffic (or accommodation of traffic)             | Sum            | 1.00     |          |          |
| A1.8                  | PS A 8.8.4.2 |     | Excavation by hand in all material to expose existing services | m <sup>3</sup> | 50.00    |          |          |
| A1.9                  | PS A 8.8.5   |     | Cost of Survey in Terms of the Land Survey Act                 | Sum            | 1.00     |          |          |
| TOTAL CARRIED FORWARD |              |     |                                                                |                |          |          |          |

THE CONSTRUCTION OF PIET RETIEF STREET, ROBERTSON  
SECTION B: CONSTRUCTION OF PIET RETIEF

| ITEM NO                          | PAYMENT    | LIC | DESCRIPTION                                        | UNIT     | QTY      | RATE     | AMOUNT R |
|----------------------------------|------------|-----|----------------------------------------------------|----------|----------|----------|----------|
| BROUGHT FORWARD                  |            |     |                                                    |          |          |          |          |
| A1.10                            | PS A 8.8.7 |     | Dealing with water                                 |          |          |          |          |
| A1.10.1                          |            |     | a) Dealing with subsurface water                   | Sum      | 1.00     |          |          |
| A1.10.2                          |            |     | b) Dealing with surface water                      | Sum      | 1.00     |          |          |
| A1.11                            | PS A 8.9   |     | Wayleaves                                          | Sum      | 1.00     |          |          |
| A1.12                            | PS A 8.10  |     | Complying with the Health and Safety Requirements  | Sum      | 1.00     |          |          |
| A1.13                            | PS A 8.12  |     | Project Nameboard                                  | Sum      | 1.00     |          |          |
| A1.14                            |            |     | a) Appointment of OHS Consultant for Employer      | Prov Sum | 1.0      | 25000.00 | 25000.00 |
| A1.14.1                          |            |     | b) Charged required by Contractor on item a) above | %        | 25000.00 |          |          |
| TOTAL CARRIED FORWARD TO SUMMARY |            |     |                                                    |          |          |          |          |

**THE CONSTRUCTION OF PIET RETIEF STREET, ROBERTSON**  
**SECTION B: CONSTRUCTION OF PIET RETIEF**

| ITEM NO               | PAYMENT       | LIC | DESCRIPTION                                                                   | UNIT           | QTY     | RATE | AMOUNT R |
|-----------------------|---------------|-----|-------------------------------------------------------------------------------|----------------|---------|------|----------|
| B1                    | SABS 1200 C   |     | SITE CLEARANCE                                                                |                |         |      |          |
| B1.1                  | PS C 8.2.13   |     | Raise or lower existing manholes with up to 300mm                             | No.            | 6.00    |      |          |
| B1.2                  |               |     | Remove existing kerbs, spoil and replace with new kerbs:                      |                |         |      |          |
| B1.2.1                |               |     | BK2/C1 with radius smaller than 20m and spoil at licensed dumping site        | m              | 42.00   |      |          |
| B1.2.2                |               |     | BK2 with radius smaller than 20m and spoil at licensed dumping site           | m              | 40.00   |      |          |
| B1.2.3                |               |     | BK2 with radius larger than 20m and spoil at licensed dumping site            | m              | 30.00   |      |          |
| B1.2.4                |               |     | C1/ C1 channel with radius larger than 20m and spoil at licensed dumping site | m              | 45.00   |      |          |
| B1.2.5                |               |     | BK2/ C1 with radius larger than 20m and spoil at licensed dumping site        | m              | 200.00  |      |          |
| B1.3                  |               |     | Remove existing asphalt and spoil at licensed dumping site                    | m <sup>2</sup> | 1410.00 |      |          |
| B2.1                  |               |     | Reinstatement of asphalt                                                      |                |         |      |          |
| B2.1.1                | PS DB 8.3.6.1 |     | Reinstate sidewalk surfaces complete with all courses                         | m <sup>2</sup> | 50.00   |      |          |
| B2.1.2                | PS DB 8.3.6.2 |     | Extra-over PS DB 8.3.6.1 for imported material                                | m <sup>3</sup> | 8.00    |      |          |
| B2.1.3                | PS DB 8.3.9   |     | Saw-cutting of existing premix                                                | m              | 160.00  |      |          |
| B3                    | SABS 1200 DM  |     | EARTHWORKS (ROADS, SUBGRADE)                                                  |                |         |      |          |
|                       | 8.3.3         |     | Treatment of road-bed                                                         |                |         |      |          |
| B3.1                  |               |     | a) Road-bed preparation and compaction of material to:                        |                |         |      |          |
| B3.1.1                |               |     | 1) minimum of 93% of modified AASHTO maximum density (100% for sand)          | m <sup>3</sup> | 226.00  |      |          |
| TOTAL CARRIED FORWARD |               |     |                                                                               |                |         |      |          |

THE CONSTRUCTION OF PIET RETIEF STREET,  
ROBERTSON SECTION B: CONSTRUCTION OF PIET RETIEF

| ITEM NO               | PAYMENT      | LIC | DESCRIPTION                                                                                          | UNIT           | QTY    | RATE | AMOUNT R |
|-----------------------|--------------|-----|------------------------------------------------------------------------------------------------------|----------------|--------|------|----------|
| BROUGHT FORWARD       |              |     |                                                                                                      |                |        |      |          |
| B3.2                  | PS DM 8.3.4  |     | Cut to fill compacted to 93% of modified AASHTO maximum density (100% for sand) from road excavation | m <sup>3</sup> | 50.00  |      |          |
| B3.3                  | PS DM 8.3.7  |     | Cut to spoil from                                                                                    |                |        |      |          |
| B3.3.1                |              |     | a) Soft excavation                                                                                   | m <sup>3</sup> | 615.00 |      |          |
| B3.4                  | PS DM 8.3.20 |     | Existing services intersection excavations for roads                                                 |                |        |      |          |
| B3.4.1                |              |     | Water erf connections                                                                                | No             | 8.00   |      |          |
| B3.4.2                |              |     | Sewer erf connections                                                                                | No             | 8.00   |      |          |
| B3.4.3                |              |     | Manholes                                                                                             | No             | 6.00   |      |          |
| B4.1                  |              |     | Selected layer compacted to 93% of modified AASHTO maximum density                                   |                |        |      |          |
| B4.1                  | DM 8.3.5     |     | Import G7 selected layer from commercial sources compacted to 93% MOD AASTHO (100% for sand)         | m <sup>3</sup> | 230.00 |      |          |
| B5                    | SABS 1200 ME |     | SUBBASE                                                                                              |                |        |      |          |
| B5.1                  | PS ME 8.3.3  |     | Construct the subbase course/shoulder/ gravel wearing course with material from commercial sources   |                |        |      |          |
| B5.1.1                |              |     | 150 mm thick subbase (G5 material)                                                                   | m <sup>3</sup> | 230.00 |      |          |
| B5.2                  |              |     | Stabilizing Agent                                                                                    |                |        |      |          |
| B5.2.1                | 8.3.8        |     | b) Portland cement (1.5% by mass)                                                                    | t              | 5.80   |      |          |
| B6                    | SABS 1200 MF |     | BASE                                                                                                 |                |        |      |          |
| B6.1                  | PS ME 8.3.3  |     | Construct base with material from commercial sources                                                 |                |        |      |          |
| B6.1.1                |              |     | 100 mm thick base (G4 material)                                                                      | m <sup>3</sup> | 135    |      |          |
| B7                    | SABS 1200 MJ |     | SEGMENTED PAVING                                                                                     |                |        |      |          |
| TOTAL CARRIED FORWARD |              |     |                                                                                                      |                |        |      |          |

THE CONSTRUCTION OF PIET RETIEF STREET, ROBERTSON  
SECTION B: CONSTRUCTION OF PIET RETIEF

| ITEM NO               | PAYMENT      | LIC | DESCRIPTION                                                                                                         | UNIT           | QTY    | RATE | AMOUNT R |
|-----------------------|--------------|-----|---------------------------------------------------------------------------------------------------------------------|----------------|--------|------|----------|
| BROUGHT FORWARD       |              |     |                                                                                                                     |                |        |      |          |
| B7.1                  | PS MJ 8.2.2  |     | Construction of paving complete including cutting units to fit edge restraints                                      |                |        |      |          |
| B7.1.1                |              | LI  | 80mm interlocking concrete paving (35MPa) (cement colour)                                                           | m <sup>2</sup> | 700.00 |      |          |
| B7.1.2                |              | LI  | 80mm interlocking concrete paving (35MPa) (cement colour) supplied by Employer (Currently stored at Robertson WWTW) | m <sup>2</sup> | 815.00 |      |          |
| B8                    | SABS 1200 MK |     | KERBING AND CHANNELLING                                                                                             |                |        |      |          |
|                       | PS MK 8.2.1  |     | Concrete kerbing                                                                                                    |                |        |      |          |
| B8.1                  |              |     | Precast concrete mountable kerbs on concrete bedding                                                                |                |        |      |          |
| B8.1.1                |              | LI  | Type BK2 with radius smaller than 20 m                                                                              | m              | 40.00  |      |          |
| B8.1.2                |              | LI  | Type BK2 with radius greater than 20 m                                                                              | m              | 30.00  |      |          |
| B8.1.3                |              | LI  | Type BK2&C1 with radius smaller than 20 m                                                                           | m              | 42.00  |      |          |
| B8.1.4                |              | LI  | Type BK2&C1 with radius greater than 20 m                                                                           | m              | 200.00 |      |          |
| B8.1.5                |              | LI  | Type C1/C1 with radius greater than 20 m                                                                            | m              | 45.00  |      |          |
|                       |              |     | ANCILLARY ROADWORKS                                                                                                 |                |        |      |          |
| B9                    |              |     | Permanent Road Signs                                                                                                |                |        |      |          |
| B9.1                  | 8.3.6        |     | Statutory sign supplied and erected complete on 80mm diameter galvanised steel supports                             |                |        |      |          |
| B9.1.1                |              |     | i) 600mm Type R1 Stop Signs                                                                                         | No             | 2.00   |      |          |
| TOTAL CARRIED FORWARD |              |     |                                                                                                                     |                |        |      |          |

THE CONSTRUCTION OF PIET RETIEF STREET, ROBERTSON  
SECTION B: CONSTRUCTION OF PIET RETIEF

| ITEM NO                          | PAYMENT | LIC | DESCRIPTION                                                  | UNIT | QTY    | RATE | AMOUNT R |
|----------------------------------|---------|-----|--------------------------------------------------------------|------|--------|------|----------|
| BROUGHT FORWARD                  |         |     |                                                              |      |        |      |          |
| B9.1.2                           |         |     | ii) 600mm X 150mm W401/ W402 Caution Signs                   | No   | 2.00   |      |          |
| B9.2                             | 8.4.1   |     | Non-reflectorized paint applied at nominal rate of 0,42 l/m² |      |        |      |          |
|                                  |         |     | a) White line (broken or unbroken)                           |      |        |      |          |
| B9.2.1                           |         | LI  | i) 100mm wide                                                | m    | 140.00 |      |          |
| B9.2.2                           |         | LI  | iii) 300mm wide                                              | m    | 50.00  |      |          |
| B9.2.3                           |         | LI  | c) White characters and symbols                              | m²   | 15.00  |      |          |
| B9.2.4                           |         |     | a) Red line (broken or unbroken)                             |      |        |      |          |
| B9.2.5                           |         | LI  | i) 100mm wide                                                | m    | 25.0   |      |          |
| TOTAL CARRIED FORWARD TO SUMMARY |         |     |                                                              |      |        |      |          |

**SUMMARY OF SCHEDULE(S) OF QUANTITIES****A: PRELIMINARY AND GENERAL** R . . . . .**B: THE CONSTRUCTION OF PIET RETIEF STREET, ROBERTSON** R . . . . .**CALCULATION OF CONTRACT PRICE****C : TOTAL OF SCHEDULE(S) A + B** . . . . . R . . . . .**D : CONTINGENCIES**(The sum provided is under the direct control of the Engineer  
and may be partially or totally excluded) (**10%** of TOTAL C above) . . . . . R . . . . .**E : CONTRACT PRICE ADJUSTMENT**

(The sum provided is in terms of Subclause 6.8.2 of the General Conditions of Contract). R . . . . .NIL . . . . .

**F : TOTAL (C + D + E)** R . . . . .**G : TOTAL VALUE ADDED TAX (15%) ON F ABOVE** R . . . . .**H : CONTRACT PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER (F+ G)** 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. T68/2021: THE CONSTRUCTION OF PIET RETIEF STREET, ROBERTSON** has been based.

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

.....

.....

**SIGNED ON BEHALF OF TENDERER:**

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## Part C3: Scope of Work

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|                                                      | Pages          |
|------------------------------------------------------|----------------|
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## C3.1 Description of the Works

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| 2. OVERVIEW OF THE WORKS                             | 1    |
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### 1. EMPLOYER'S OBJECTIVES

The Employers objective is to upgrade 120m of Piet Retief Street in Robertson. The area to form part of the scope will be the section of Piet Retief Street between Voortrekker and Konstitusie Road, inclusive of the Konstitusie Road intersection.

The scope of works will include removal and spoil of the existing layerworks and damaged kerbs. The road will be reconstructed using imported G6 and G5 material from commercial sources. The finish of the road will be 80mm (35MPa) grey interlocking pavers.

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) Accommodation of traffic during construction
- iii) Paving, kerbing and channelling by means of labour intensive construction methods
- iv) Stormwater drainage and associated structures

#### 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

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.

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.

(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 16<sup>th</sup> December to 6<sup>th</sup> 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 as 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. Funds must be spent by the end of the financial year (30 June 2022).

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

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### 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.

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 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](http://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 **Robertson, labour should be from Ward 1, 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 1 and 1, Robertson) 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 <sub>2min</sub>                                                  | Minimum set by Employer |
|------------------------------------------------------------------------|----------------------------------------------------------------------|-------------------------|
| Targeted Enterprises<br>SANS 1914-4 Annex A Method 2<br>Clause A.2.2.1 | CPG <sub>2Emin</sub>                                                 | 30 %                    |
| Targeted Labour<br>SANS 1914-4 Annex A Method 2<br>Clause A.2.2.2      | CPG <sub>2Lmin</sub>                                                 | 5 %                     |
| Total Contract Participation Goal<br>SANS 1914-4 Annex A Clause A.3    | CPG <sub>2Emin</sub> + CPG <sub>2Lmin</sub><br>= CPG <sub>2min</sub> | 35 %                    |

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Tenders that do not meet each of the individual abovementioned minimum Contract Participation Goals (CPG<sub>2min</sub>) 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<sub>2E</sub> and/or CPG<sub>2L</sub>) 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 (CPG<sub>2</sub>) percentage.

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Do = the Contract Participation Goal (CPG<sub>2</sub>) which the Employer's Representative, based on the credits passed, certifies as being achieved upon completion of the Contract.

N<sub>A</sub> = Net Amount

P = Rand value of penalty payable

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 A: STANDARD SPECIFICATIONS**

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

The **Standard Specifications for Civil Engineering Construction, SANS 1200**, which the tenderer shall obtain / purchase 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](mailto:civilinfo@saice.org.za).

## **PART B: PROJECT PARTICULAR SPECIFICATIONS**

Amendments to the standard specifications are included in this Part B: Project 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 schedule of quantities, or the drawings, 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.

Amendments to the standard specifications are bound in the contract documents. The following relevant section off the Standard Specifications, as listed below, shall apply to this contract:

|              |                           |                                |
|--------------|---------------------------|--------------------------------|
| SANS 1200 A  | -1986                     | : GENERAL                      |
| SANS 1200 C  | -1980 (As amendment 1982) | : SITE CLEARANCE               |
| SANS 1200 D  | -1988 (As amendment 1990) | : EARTHWORKS                   |
| SANS 1200 DB | -1989                     | : EARTHWORKS (PIPE TRENCHES)   |
| SANS 1200 DM | -1981                     | : EARTHWORKS (ROADS, SUBGRADE) |
| SANS 1200 M  | -1996 (First Revision)    | : ROADS (GENERAL)              |
| SANS 1200 ME | -1981                     | : SUBBASE                      |
| SANS 1200 MH | -1996 (First Revision)    | : ASPHALT BASE AND SURFACING   |
| SANS 1200 MJ | -1984                     | : SEGMENTED PAVING             |
| SANS 1200 MK | -1983                     | : KERBING AND CHANNELLING      |
| SANS 1200 MM | -1984                     | : ANCILLARY ROADWORKS          |

### **VARIATIONS AND ADDITIONS**

The numbering method in this project specification deviates as follows from the method suggested in the Code of Practice SANS 1200.

An example of deviation: each clause with the prefix PS shall refer to the congruent clause in the appropriate section of the standardised or particular specification. Such clause shall either substitute, or supplement, or amend the clause with the same number. Where there is no such congruent clause in the standardised or particular specification, the PS clause shall be a new clause in the project specification. Any clause that is referred to in the standardised specifications will also include the appropriate project specification.

Should any requirement of the Specification Data conflict with any requirement of the specifications listed below, the requirement of the Specification Data shall prevail.

Departures from and/or additions to specifications listed in portion 1 are set out on the following pages in accordance with the numbering system of the standardised or particular specification.

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.

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.

**SANS 1200 A : GENERAL****A 3 MATERIALS****PS A 3.1 QUALITY**

Substitute the second sentence of the first paragraph of A 3.1 with the following:

All pipe and HDPE product suppliers must be SAPMA registered.

All materials shall bear the official mark of the appropriate standard and marking must be permanent. Markings must include the following information: batch, class and date of manufacture and may not be older than 1 year.

Substitute the second paragraph with the following:

Samples on which laboratory testing is required, shall be delivered free of charge to an approved laboratory, which is capable to carry out the necessary tests. The Contractor is responsible for the cost of all testing to ascertain that the materials do comply with the specified minimum requirements of the relative materials and no additional payment will be made for such testing.

The Contractor shall inform the Engineer of any control testing to be done at least 48 hours before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof.

**PS A 3.3 STORAGE OF MATERIALS**

Rubber articles, including pipe insertion or joint rings, shall be stored in a suitable shed and kept away from sunlight, oil or grease. Living accommodation shall not be used for the storage of materials.

Large items not normally stored in a building shall be neatly stacked or laid out on suitable cleared areas on the Site. Grass or vegetation shall not be allowed to grow long in the storage areas and the material shall be kept free of dust and mud, and be protected from stormwater. Pipes shall be handled and stacked in accordance with the manufacturer's recommendations, special care being taken to avoid stacking to excessive heights and placing over hard objects. PVC pipes shall be protected from direct sunlight by suitable covers.

Every precaution shall be taken to keep cement dry and prevent access of moisture to it from the time it leaves the place of manufacture until it is required for use on the Site. Bags of cement which show any degree of hydration and setting, shall be removed from the Site of the Works and replaced at the Contractor's own expense.

**PS A 3.4 HANDLING OF MATERIALS**

Materials should be handled with proper care at all times. Under no circumstances may materials be dropped from vehicles. Large pipes shall be lifted or lowered only by means of suitable hoisting equipment.

The Engineer shall have authority to forbid the transporting or handling of materials in a manner which, in his opinion, could cause damage.

**PS A 4.1 SILENCING OF CONSTRUCTION EQUIPEMENT**

Substitute A4.1 with the following:

The Contractors attention is drawn to the applicable regulations pertaining to noise and hearing conservation, framed under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended.

The Contractor shall at all times and at his own cost, be responsible for implementing all necessary steps to ensure full compliance with such regulations, including but not restricted to the provision and use of suitable and effective silencing devices for pneumatic tools and other plant which would otherwise cause a noise level in excess of that specified in the said regulations.

Where appropriate, the Contractor shall further, by means of temporary barriers, effectively isolate the source of such noise in order to comply with the said regulations.

**PS A 4.2 CONTRACTOR'S OFFICES, STORES AND SERVICES**

Add the following paragraph before the existing first paragraph in A4.2:

The Contractors buildings, sheds and other facilities erected or utilised on the Site for purposes of the Contract shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. as may be required by the Contractor. The facilities shall always be kept in a neat and orderly condition.

No personnel may reside on the Site. Only night-watchmen may be on the Site after hours."

Delete "and first-aid services" in the second paragraph of A4.2 and add the following:

The Contractor shall provide on the Site and in close proximity to the actual locations where the work is being executed, one toilet per 10 workmen, which toilets shall be effectively screened from public view and their use enforced. Such toilets shall be relocated from time to time as the location of the work being executed changes, so as to ensure that easy access to the toilets is maintained.

### **PS A 4.3 SITE SECURITY**

The area to be used by the Contractor, for the execution of the works, may be subject to a security risk. The Contractor must assess the potential risks and make his own provision for additional protection.

No separate payment will be made for these additional security measures and the cost thereof will be deemed to be included in the rates tendered for items PS A 8.3 and PS A 8.4. These rates shall also include additional insurance if required.

## **A 5 CONSTRUCTION**

### **A 5.1 SURVEY**

#### **PS A 5.1.1 Setting Out of the Works**

Substitute the first sentence in A 5.1.1 with the following:

Setting out of the works is the sole responsibility of the Contractor and shall be done from bench marks as indicated on the drawings. The Contractor shall, within two (2) weeks after the site has been handed over to him, ascertain himself of the correctness of all pegs and benchmarks. Any discrepancy shall immediately be reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies that had not been reported to the Engineer within the aforementioned period, shall be the sole responsibility of the Contractor.

#### **PS A 5.1.2 Preservation and Replacement of Survey Beacons and Pegs Subject to the Land Survey Act**

Delete the words "in the vicinity of boundaries" in the second sentence of A 5.1.2 and replace the words "under the direction of" in the same sentence with "in consultation and liaison with".

Add the following after the second sentence of A 5.1.2:

The Contractor and the Engineer shall record on the said list, their concurrence or disagreement (as the case may be) regarding the completeness and accuracy of the details recorded therein.

Substitute the third sentence of A 5.1.2 with the following:

"At the completion of the Contract, the Contractor shall expose all pegs that were listed at the commencement of the construction as being in order and the Contractor shall arrange with a registered Land Surveyor for the checking of the positions of all such pegs and the replacement of those that the Land Surveyors check reveals have become disturbed or damaged. The Contractor shall, as precedent to the issue of the Certificate of Completion, provide to the Engineer, a certificate from the registered land surveyor, certifying that all pegs listed at the commencement of construction in accordance with the provision of this clause, have been checked and that those found to have been disturbed, damaged or destroyed have been replaced in their correct positions, all in accordance with the provisions of the said Act.

The costs of all checking, replacement and certification as aforesaid shall be entirely for the Contractors account. This, with the provision always that the Contractor shall not be held liable for the cost of replacement of pegs which:

- (a) cannot reasonably be re-established in their original positions by reason of the finished dimensions of the permanent works, and
- (b) The Contractor can prove beyond reasonable doubt to the satisfaction of the Engineer, were disturbed, damaged or destroyed by others beyond his control."

#### **PS A 5.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS**

Add the following to A 5.2:

The area of construction work must, as far as possible, be confined to the shoulders of the road. The contractor shall at all times have in place, sufficient advanced warning signs and markings. All excavations must be marked with drums, reflective tape and warning signs to the satisfaction of the Engineer.

All Road Traffic Signs (permanent signs and temporary signs) shall comply with the requirements of the "South African Development Community Road Traffic Signs Manual" and shall be approved by the Engineer before construction commences.

**PS A 5.3 PROTECTION OF EXISTING STRUCTURES**

Substitute "Machinery and Occupational Safety Act, 1983 (Act No 6 of 1983)" with "Occupational Health and Safety Act, 1993 (Act No 85 of 1993), as amended," and insert "as amended" after "(Act No. 27 of 1956)":

**PS A 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES**

Substitute A 5.4 with the following:

**PS A 5.4.1 Location of existing services**

Before commencing with any work in an area, the Contractor shall ascertain the presence and actual position of all services which can reasonably be expected by a competent contractor to be present on, under, over or within the Site.

All services indicated on all wayleaves (obtained by Contractor, the RE to oversee the process and must be informed at all times of the progress by the Contractor), additional scanning as allowed for and pointed out on site by the local authority will be opened up and surveyed (level, invert, diameter and coordinates). These services include sewer, water, stormwater, electrical ducts, telecommunications ducts etc. These services will be reported to the Engineer 10 working days before these services will delay the Contractor.

The Contractor must therefore open all existing services and report them to the Engineer, 10 working days before the Practical Completion date and/or the Due Completion date, is affected. No claim will be considered for any delays if the Contractor did not follow protocol. This protocol must be clearly indicated on the initial and all adjusted construction programmes together with the time required by the Contractor to open all existing services. The Contractor must allow for at least 20 working days to open and expose the existing services. Any financial and time implications due to failure to timeously report to the Engineer will be for the Contractors account. Therefore, the protocol that must be indicated on the programme is as follows:

| <b>SEQUENCE OF PROTOCOL OF EXISTING SERVICES</b> |                                                     |                                                                                 |
|--------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------------------------|
| <b>1</b>                                         | <b>2</b>                                            | <b>3</b>                                                                        |
| <b>Open and Locating Existing Services</b>       | <b>Report All existing services to the Engineer</b> | <b>Time before Practical Completion date and/or Completion date is affected</b> |
| At Least 20 working days                         | 1 working day                                       | 10 working days                                                                 |

The 10 working days, as per sequence number 3, is identified as float in terms of Clause 5.6.2.4 of the GCC 2015 (3<sup>rd</sup> Edition) and may only be used on prior approval by the Engineer. These 10 days must be programmed as a single bar item/activity, in the initial programme and subsequent adjusted programmes, as the immediate predecessor to normal climatic conditions and on the critical path of the programme.

Without in any way limiting his liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall obtain the most up-to-date plans as are available, showing the positions of services existing in the area where he intends to work. Neither the Employer nor the Engineer offers any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of the Site.

Thereafter, the Contractor shall, by the use of appropriate methodologies, carefully expose the services at such positions as are agreed to by the Engineer, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the further requirements of subclauses 4.4 and 5.12.2 of SANS 1200 D (as amended) shall apply.

All services, the positions of which have been determined as aforesaid at the critical points, shall henceforth be designated as 'known services' and their positions shall be indicated by the Contractor on a separate set of drawings, a copy of which shall be furnished to the Engineer without delay and within the time period stated above.

As soon as any service which has not been identified and located as described above is encountered on, under, over or within the site, it shall henceforth be deemed to be a known service and the aforesaid provisions pertaining to locating, verifying and recording its position on the balance of the site shall apply. The Contractor shall notify the Engineer immediately when any such service is encountered or discovered on the Site.

Whilst he is in possession of the Site, the Contractor shall be liable for all loss of or damage as may occur to

- (a) known services, anywhere along the entire lengths of their routes, as may reasonably be deduced from the actual locations at which their positions were verified as aforesaid, due cognizance being taken of such deviations in line and level which may reasonably be anticipated, and
- (b) any other service which ought reasonably to have been a known service in accordance with the provisions of this clause,

The Contractor shall also be liable for consequential damage in regard to (a) and (b), whether caused directly by the Contractors operations or by the lack of proper protection.

No separate payment will be made to the Contractor in respect of this costs of providing, holding available on the Site and utilising the said detecting and testing equipment, nor for any costs incurred in preparing and submitting to the Engineer the Drawings as aforesaid. These costs shall be deemed included in the Contractors other tendered rates and prices included in the Contract.

Payment to the Contractor in respect of exposing services at the positions agreed by the Engineer and as described above will be made under the payment items (if any) as may be provided for in the respective sections of the specifications pertaining to the type of work involved.

#### **PS A 5.4.2 Protection during construction**

The Contractor shall take all reasonable precautions and arrange its operations in such a manner as to prevent damage occurring to all known services during the period which the Contractor has occupation and/or possession of the Site.

Services left exposed shall be suitably protected from damage and in such a manner as will eliminate any danger arising therefrom to the public and/or workmen, all in accordance with the requirements of the prevailing legislation and related regulations.

Unless otherwise instructed by the Engineer, no services shall be left exposed after its exact position has been determined and all excavations carried out for the purpose of exposing underground services shall be promptly backfilled and compacted. In roadways, the requirements of subclause 5.9 of SANS 1200 DB should be observed. In other areas compaction is to be to 90% modified AASHTO density.

#### **PS A 5.4.3 Alterations and repairs to existing services**

Unless the contrary is clearly in the Contract or ordered by the Engineer, the Contractor shall not carry out alterations to existing services. When any such alteration become necessary, the Contractor shall promptly inform the Engineer, who will either make arrangements for such work to be executed by the owner of the services, or instruct the Contractor to make such arrangements himself.

Should damage occur to any existing services, the Contractor shall immediately inform the Engineer and the relevant authorities should be repaired by the applicable authority and not by the Contractor. In urgent cases, the Contractor shall take appropriate steps to minimise damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted by the Contractor.

The contractor shall allow for the time and cost thereof to drain and refill existing water supply/reticulation pipelines for purpose of connecting onto the existing pipelines.

The contractor shall be billed for the time spent by the Client to make alterations and/or repairs on existing infrastructure and the Contractor shall make provision for this in his tender rates.

A list of important telephone numbers for use when services are damaged will be provided at the commencement of the contract."

#### **PS A 5.6 POLLUTION**

The Contractor's attention is drawn specifically to dust disturbance (See PS D 5.1.4.1).

#### **PS A 5.7 SAFETY**

Substitute A 5.7 with the following:

Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractors obligations thereunder, the Contractor shall at his own expense (except only where specific provision (if any) is made in the Contract for the reimbursement to the Contractor in respect of particular items), provide the following:

- a) Provide to its Employees on the site of works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;
- b) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public;
- c) Implement on the site of the works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times;
- d) Implement all necessary measures so as to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works;
- e) Full compliance with all other requirements pertaining to safety as may be specified in the Contract.

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractors compliance with the requirements of the Act.

For this purpose, the Contractor shall grant full access to the site of all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employers and/or Engineers representative may reasonably require.

Where any such investigation reveal, or where it comes to the Engineers attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, in accordance with the provisions of Clause 5.11 (GCC 2015), be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of Clause 5.13 (GCC 2015) should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of Clause 9.2.1.3.5 (GCC 2015) and for the Employer to cancel the Contract in accordance with the further provisions of the said Clause 9.2 (GCC 2015).

#### **PS A 5.9 SITE MEETINGS**

The Contractor or his authorised agent will be required to attend regular site meetings, which shall normally be held once a month on dates and at times determined by the Engineer, but in any case whenever reasonably required by the Engineer. Unless otherwise indicated in the Contract or instructed by the Engineer, such meetings shall be held at the Contractors offices on the site. At such monthly meetings, matters such as general progress on the works , quality of work, problems, claims, payments, and safety shall be discussed, but not matters concerning the day-to-day running of the Contract."

#### **A 6 TOLERANCES**

##### **PS A 6.4 USE OF TOLERANCES**

No guarantee is given that the full specified tolerances will be available independently of each other and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified, or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorised' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineer, without any allowance for the payment will be based on the 'authorised' dimensions.

If the work is constructed in accordance with the 'authorised' dimensions plus or minus the tolerance allowed, the calculation of quantities will be based on the 'authorised' dimensions, regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the Engineer may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorised' dimensions, and where the actual dimensions are less than the 'authorised' dimensions minus the tolerance allowed, quantities for payment shall be calculated based on the actual dimensions as constructed."

#### **A 7 TESTING**

##### **A 7.1 PRINCIPLES**

###### **PS A 7.1.1 Checking**

Substitute the last sentence in A 7.1.1 with the following:

The Contractor shall obtain the services of an independent testing laboratory at his own expense to carry out such checks as are prescribed in the various standardised specifications.

###### **PS A 7.1.2 Standard of Finished Work not to Specification**

Insert the words "or checks by an approved laboratory" after the words "Where the Engineer's checks" in the first sentence of A 7.1.2.

##### **PS A 7.2 APPROVED LABORATORIES**

Substitute A 7.2 with the following:

"Unless otherwise specified in the relevant specifications or elsewhere in the Project Specification, the following shall be deemed to be approved laboratories in which design work, or testing required in terms of a specification for the purposes of acceptance by the Engineer of the quality of materials used and/or workmanship achieved, may be carried out:

- a) Any testing laboratory certified by the South African National Accreditation System (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract;
- b) Any testing laboratory owned, managed or operated by the Employer or the Engineer;
- c) Any testing laboratory established and operated on the Site by or on behalf of the Employer or the Engineer.
- d) Any other laboratory that the Engineer approves in his absolute discretion."

#### **PS A 7.4 STATISTICAL ANALYSIS OF CONTROL TESTS**

Substitute A 7.4 with the following:

Test results shall not be evaluated by statistical methods. All results shall comply with the specified minimum requirements of the materials concerned.

### **A 8 MEASUREMENT AND PAYMENT**

#### **A 8.1 MEASUREMENT**

##### **PS A 8.1.1 Method of Measurement, All Sections of the Schedule**

Delete the words "and South West Africa".

##### **A 8.1.2 Preliminary and General Items or Section**

###### **PS A 8.1.2.1 Contents**

Substitute the last sentence of A 8.1.2.1 b) with the following:

Separate items will be scheduled to cover the fixed, value-related and time-related components of the Contractors preliminary and general costs.

###### **PS A 8.1.2.2 Tendered Sums**

Substitute the A 8.1.2.2 with the following:

Except only where specific provision is made in the Specifications and/or the Schedule of Quantities for separate compensation for any of these items, the Contractors tendered sums under item PS A 8.3 and PS A 8.4 shall collectively cover all charges for:

- risks, costs and obligations in terms of the Conditions of Contract, the General Conditions of Contract 2015 (GCC 2015), the Special Conditions of Contract (SCoC) and of this standardized specification;
- 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 (as per Clause 1.1.1.6 of the GCC 2015, 3<sup>rd</sup> 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 Engineer and his staff as specified in the Contract and their removal from the site on completion of the Contract.
- site security described in PS A 4.3

#### **A 8.2 PAYMENT**

##### **PS A 8.2.1 Fixed-charge and Value-related Items**

Substitute A 8.2.1 with the following:

Payment of fixed charges in respect of item 8.3.1 will be made as follows:

Eighty per cent (80%) of the sum tendered will be paid when the facilities have been provided and approved. The remaining twenty per cent (20%) will be paid when the works have been completed, the facilities have been removed and the site of the Contractors establishment has been cleared and cleaned to the satisfaction of the Engineer.

No adjustment will be made to the sums tendered in respect of item 8.3.1 should the value of the works finally executed or the time for completion vary in any way from that specified in the tender.

Payment for the sum tendered under item 8.3.2 will be made in three separate instalments as follow:

- a) The first installment, which is 40% of the sum, will be paid when the Contractor has fulfilled all his obligations to date under this specification, the General Conditions of Contract and the Special Conditions

of Contract (GCC 2015), and when the value of work certified for payment, excluding materials on site and payments for preliminary and general items, is equal to not less than 5% of the total value of works listed in the Schedule of Quantities.

- b) The second instalment, which is 40% of the sum, will be made when the amount certified for payment, including retention moneys but excluding this second instalment, exceeds 50% of the tender sum.
- c) The final payment, which is 20% of the sum, will be made when the works have been certified as complete and the Contractor has fulfilled all his obligations to date under this Specifications, the General Conditions of Contract and the Special Conditions of Contract (GCC 2015).

Should the value of the measured work finally complete be more or less than the tender sum, the sum tendered under items 8.3.2 will be adjusted up or down in accordance with the provisions of Clause 6.11 (GCC 2015) and this adjustment will be applied to the third instalment.

#### **PS A 8.2.2 Time-related Items**

Substitute A 8.2.2 with the following:

Subject to the provisions of PS A 8.2.3 and PS A 8.2.4, payment under item PS A 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered Contract period in months, provided always that the total of the monthly amounts so paid for the items is not out of proportion to the value of the progress of the Works as a whole.

#### **PS A 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS**

Substitute A 8.3 with following:

**PS A 8.3.1 Fixed Preliminary and General Charges**  
..... Unit : Sum

**PS A 8.3.2 Value-related Preliminary and General Charges**  
..... Unit : Sum

The sums tendered shall include full compensation for all fixed-charge preliminary and general charges as describe in PS A 8.1.2.2. Payment will be made as described in PS A 8.2.1.

#### **PS A 8.4 SCHEDULED TIME-RELATED ITEMS**

Substitute A 8.4 with following:

**PS A 8.4.1 Time-related Preliminary and General Charges**  
..... Unit : Sum

The sums tendered shall include full compensation for all time-related preliminary and general charges as describe in PS A 8.1.2.2. Payment will be made as described in PS A 8.2.2.

#### **PS A 8.5 SUMS STATED PROVISIONALLY BY THE ENGINEER**

Substitute A 8.5 with following:

**PS A 8.5.1 Works Executed by the Contractor**  
..... Unit : Prov Sum

The Contractor will be reimbursed in substitution of the Provisional Sums (if any) allowed in the Schedule of Quantities for work to be executed by the Contractor, in the amounts determined in accordance with the provisions of Clause 6.6 (GCC 2015) of Conditions of Contract.

#### **PS A 8.5.2 ..... Works Executed by Nominated Subcontractors**

**a) Work to be Executed by a Nominated Subcontractor**  
..... Unit : Prov Sum

**b) Overheads, Charges and Profit on Item (a) above**  
..... Unit : %

Subitems (a) and (b) will be provided in the Schedule of Quantities for each different Nominated Subcontractor included in the Contract.

The Contractor shall be reimbursed under subitem (a), in substitution of the respective Provisional Sums (if any) allowed in the Schedule of Quantities, the amounts actually paid or payable by the Contractor to the respective Nominated Subcontractors, in accordance with the provisions of Clause 6.6 (GCC 2015) of the Conditions of Contract.

The Contractor shall be paid under subitem (b), either

a) where the unit of measurement for subitem (b) was specified as being a percentage, the respective percentage, as stated by the Contractor in his tender, of the amount certified by the Engineer for payment under the related subitem (a), all in accordance with the provisions of Sub/Clause 6.6.1.2.1 (GCC 2015) of the Conditions of Contract, or

b) where the unit of measurement for subitem (b) was specified as being a lump sum, an amount which is in the same proportion to the amount certified for payment under subitem (a) and the tendered lump sum is to the amount of the Provisional Sum stated under subitem (a) in accordance with the provisions of Clause 6.6.1.2.2. (GCC 2015):

The percentage or sum (as applicable) paid under subitem (b) as aforesaid, shall be deemed to include for full and final compensation to the Contractor for all costs as may be incurred and all charges and profits associated with the engagement, supervision, administration and management of the Nominated Subcontractor required of him in fulfilling his obligations under the Contract as the Principal Contractor."

#### **PS A 8.6 PRIME COST ITEMS**

Substitute A 8.6 with following:

#### **PS A 8.6 PRIME COST SUMS**

| <b>a) Description</b> | <b>of</b>       | <b>Items</b> | <b>to</b>         | <b>which</b> | <b>Prime</b> | <b>Sums</b> | <b>Applies</b>  |
|-----------------------|-----------------|--------------|-------------------|--------------|--------------|-------------|-----------------|
|                       |                 |              |                   |              |              |             | Unit : Prov Sum |
| <b>b) Charges</b>     | <b>required</b> | <b>by</b>    | <b>Contractor</b> | <b>on</b>    | <b>Item</b>  | <b>(a)</b>  | <b>above</b>    |
|                       |                 |              |                   |              |              |             | Unit : %        |

Subitems (a) and (b) will be provided in the Schedule of Quantities for each different item to which a Prime Cost Sum applies.

The Contractor shall be reimbursed under subitem(s) (a) in substitution of the respective Prime Cost 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 Contractor's 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 Engineer 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 Contractor's 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 Engineer:

When a PC sum is included in the Schedule of Quantities for additional tests required by the Engineer, 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."

Where work is to be done by a sub-contractor, such as DFA and/or Telkom, 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 Contractor's account.

The Contractor must liaise with the relevant authority (DFA: Mr Paul Roos – 082 658 5695 & Telkom: Mr. Eben de Koker 081 406 1007) and Clause 2.1 of the GCC 2015 (3<sup>rd</sup> Edition) applies in this regard. This work must therefore be effectively programmed for each section of the works to be completed by the sub-contractor and Clause 4.4 of the GCC 2015 (3<sup>rd</sup> Edition) shall apply in this regard. All costs pertaining to this is deemed to be included in the overhead costs (of the rates tendered).

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.

**PS A 8.7 DAYWORK**

Substitute A 8.7 with following:

Measurement and payment shall be in accordance with the provisions of Clause 6.5 (GCC 2015) of the Conditions of Contract.

**A 8.8..... TEMPORARY WORKS**

PS A 8.8.2.1 **Accommodation of Traffic** ..... **Unit: Sum**

Add the following to A 8.8.2:

The rate shall include all costs pertaining to:

- the planning, submitting and obtaining of approval for the traffic accommodation plans required,
- the maintenance, **replacement and storage** of all temporary barricades, road signs, lights, traffic signals etc. as required,
- for the guarding and protection of the works,
- for the construction, gravelling and maintenance of access roads and detours to the site of the works, borrow pits or spoil sites,
- as well as for the later removal or the cleaning and tidying up thereof.
- **All according to the latest South African Development Community Road Traffic Signs Manual, Chapter 13.**

PS A 8.8.2.2 **Temporary Traffic Control Facilities** ..... **Unit: No. or Man-day**

Add the following to A 8.8.2:

The rate shall cover all costs pertaining to the provision (inclusive of the posts where required), erection and final removal from work at completion of all temporary barricades, road signs, lights, flagmen, etc. as required, **all according to the latest South African Development Community Road Traffic Signs Manual and SANS 1200 MM.** Notwithstanding the provisions of SANS 1200 MM sub clause 3.2 sign faces shall have a painted background and symbols/characters of Engineering Grade (Grade 1) and High Intensity Grade retro reflective material respectively with signboards constructed from 12.7mm weather resistant particle board. Upon removal from the works these items shall become the property of the contractor.

The unit of measurement for a flagmen shall be a day worked by a flagmen. The tendered rate shall cover fully all costs for a flagmen who is required to control traffic by way of flags or portable Stop/Go-Ry signs and shall include the provision of safety jackets.

No separate payment will be made for the provision of watchmen, flagmen, flags etc. required under this section; any additional costs will have been deemed to be covered under sub clause PS A 8.8.2.1 above.

PS A 8.8.2.3 **Relocate Temporary Traffic Control Facilities as per approved Traffic Accommodation Plans**  
**Unit: No**

Add the following to A 8.8.2:

The unit: No refers to the number of signs to be relocated. The rate shall cover all costs pertaining to the moving and re-erection of all temporary barricades, road signs, lights, etc. as required as per approved Traffic Accommodation Plans **all according to the latest South African Development Community Road Traffic Signs Manual – Chapter 13.**

PS A 8.8.2.4 **Removal of Road Markings** ..... **Unit: m<sup>2</sup>**

Add the following to A 8.8.2:

The unit of measurement shall be square metres of broken or unbroken white or yellow lines, word markings or symbols removed. Spaces between markings in broken lines will not be included in the in overall area measured. The tendered rate shall include all costs associated with the removal of road markings by sandblasting. The repainting of road markings and the painting of temporary road markings will be provided for separately elsewhere in the schedule.

**PS A 8.8.4..... Existing Services**

Substitute A 8.8.4 with the following:

**PS A 8.8.4..... Location and Protection of Existing Services**

Rates to include PS A 5.4.1. Where particular items are provide in other sections of the schedule, the costs of detection, exposure, protection and alterations shall be covered by such particular items. Where no such particular items are provided and where there is reason to expect the presence of such a service or services, the following items will apply:

**PS A 8.8.4.1 Provision of and using of specialist detection equipment for:**

|                 |              |              |                   |               |
|-----------------|--------------|--------------|-------------------|---------------|
| <b>a)Water,</b> | <b>sewer</b> | <b>and</b>   | <b>stormwater</b> | <b>pipes</b>  |
| .....           | .....        | .....        | .....             | Unit : h      |
| <b>b)Eskom</b>  | <b>and</b>   | <b>other</b> | <b>electrical</b> | <b>cables</b> |
| .....           | .....        | .....        | .....             | Unit : h      |
| <b>c)Telkom</b> | <b>and</b>   | <b>other</b> | <b>data</b>       | <b>cables</b> |
| .....           | .....        | .....        | .....             | Unit : h      |

|                                                                                            |
|--------------------------------------------------------------------------------------------|
| <b>PS A 8.8.4.2Hand excavation to locate and expose existing services in all materials</b> |
| .....                                                                                      |
| Unit : m <sup>3</sup>                                                                      |

The rate shall cover the cost of excavating by means of hand tools within authorised dimensions, for all precautionary measures necessary to protect the service from damage during excavation and backfilling and for subsequent backfilling and compaction. Compaction of material in all areas expect in roadways shall be to 93% of MAASHTO density (100% for sand).

The tendered rate shall also include for keeping the excavations safe, for dealing with surface and subsurface water and for the removal and spoil of surplus material.

Only quantities that can be reasonably verified by the Employers Agent will be certified for payment. The onus is on the Contractor to ensure that each excavated pit/existing service to verified by the Employers Agent before closing up and Clause 7.5.1 of the GCC 2015 applies in this regard.

|                                                                  |
|------------------------------------------------------------------|
| <b>PS A 8.8.5 Cost Of Survey In Terms Of The Land Survey Act</b> |
| .....                                                            |
| Unit: Sum                                                        |

Substitute A 8.8.5 with the following:

The sum shall cover all costs incurred to locate, record and protect pegs during the duration of the contract and the reinstatement of all disturbed pegs on completion of the contract in the manner prescribed by the Land Survey Act.

The sum shall cover the cost of all labour, plant and material required for the searching and compilation of a list, all in accordance with the requirements as set out in clause A 5.1.2

**PS A 8.8.7 Dealing with Water**

|                  |             |                   |              |
|------------------|-------------|-------------------|--------------|
| <b>a)Dealing</b> | <b>with</b> | <b>subsurface</b> | <b>water</b> |
| .....            | .....       | .....             | Unit : Sum   |
| <b>b)Dealing</b> | <b>with</b> | <b>surface</b>    | <b>water</b> |
| .....            | .....       | .....             | Unit : Sum   |

The sum shall cover the cost for the provision, operation, maintaining and removal of all plant and materials required to deal with any water anywhere on the Site as required in terms of Subclause 5.1.3 of SANS 1200 D and Subclause 5.1.2 of SANS DB. No additional payment will be made for "Special water hazards".

The sum shall cover the cost of providing the necessary plant or materials, or both, fully erected and operative on the Site, the cost of operating and maintaining pumps, well points, sheeting, close timbering, and other equipment, as applicable, for 24 hours a day, 7 days a week, throughout the period during which the facilities are required, and cost of removing such goods and restoring the Site to its original condition on completion of that part of the project for which the temporary works were erected.

Equal monthly payments will be made calculated by dividing the sum tendered for the item by the tendered contract period in months. The sum of the equal monthly payments shall not exceed the sum tendered for this item, except where an extension of the contract period is approved by the Engineer in which case the monthly payments will be made pro-rata to the extension of time only if dealing with water is required.

**PS A 8.9 WAYLEAVES**

The tendered sum shall include full compensation to the Contractor for all the costs involved in obtaining the way leave as specified in the Scope of Works.

The time required for obtaining way leaves from all authorities and effected parties, including (but not limited to) DFA, Neotel, Telkom, Eskom etc shall be included in the programme of the works and no construction activities shall commence before the way leaves has been obtained by the Contractor and approved by the Engineer.

The location of all existing services indicated on the drawings are approximate and must be confirmed by the Contractor prior to construction and ordering of materials.

## C3.4

The Employers Agent must be informed timeously of all correspondence with all authorities and affected parties, with specific reference to the outcome and/or progress of said correspondence. Failure to timeously inform the Employers Agent will be for the Contractor account.

### **PS A 8.10 COMPLYING WITH THE HEALTH AND SAFETY REQUIREMENTS**

The sum tendered shall include full compensation for all costs, of whatever nature, for complying with the Occupational Health and Safety Act 1993, Construction Regulations 2014, the Occupational Health and Safety Specification as described in C3.4 Part D.

This sum will be paid to the Contractor in equal monthly amounts over the construction period, subject to proper/substantial compliance.

Rate to include PS A 5.7.

### **PS A 8.12 CONTRACT NAMEBOARDS**

The amount tendered for this item shall allow for full compensation for all costs incurred in procuring and erecting contract name boards as shown on the drawings and at the positions indicated by the Engineer on site and for removing the boards at the end of the contract.

### **PS A 8.14 APPLICATION FOR CONSTRUCTION WORK PERMIT.....Unit: Sum**

As from 7 August 2018 an employer who intends to have construction work carried out must at least 30 days before the work is to be carried out, apply to the Provincial Director in writing for a construction work permit to perform construction work if the intended construction work starts on or after the 7<sup>th</sup> of August 2018 and exceeds 365 days or will involve more than 3600 person days of construction work or the work contract is of a value exceeding thirteen million rand or Construction Industry Development Board (CIBD) grading level 7.

The 30 day period starts once the application has been received by the Provincial Director.

The sum tendered shall include full compensation for all costs, of whatever nature (including P&G, overheads, standing time for labour and construction equipment etc.) and for the time required (minimum 30 days) until such work permit has been granted. Payment for this item will only be made once the work permit has been granted.

**SANS 1200 C : SITE CLEARANCE****C 3 MATERIAL****PS C 3.1 DISPOSAL OF MATERIAL**

Add the following to C 3.1:

The Contractor shall obtain his own dumping site for the disposal of material and all transport costs shall be included in the rates tendered for site clearance. No overhaul is payable.

**C 5 CONSTRUCTION****PS C 5.1 AREAS TO BE CLEARED AND GRUBBED**

Substitute the first sentence of C 5.1 with the following:

Unless otherwise indicated by the Engineer, clearing and grubbing will be limited to street reserves or such wider area as is necessitated by the street prism, borrow pits, a 10 m wide strip for concrete and/or earth channels and a 3 m wide strip for pipelines not in street reserves, if requested by the Engineer, the spoil areas. The Contractor may proceed with clearing and grubbing after the handing over of the site. Measurement and payment for clearing and grubbing shall only occur for areas as required in writing by the Engineer.

Substitute the last paragraph with the following:

The Contractor shall program his work in such a manner that re-clearing will not be necessary. The cost of re-clearing shall be borne by the Contractor.

**PS C 5.2 CUTTING OF TREES****PS C 5.2.3 Preservation of trees****PS C 5.2.3.2 Individual trees**

Substitute the last sentence of C 5.2.3.2 with the following:

Trees must be left standing and undamaged, except where ordered in writing by the Engineer.

**PS C 5.3 CLEANING**

Add the following to C 5.3:

The removal of existing fences will only be allowed on written approval of the Engineer. The Contractor shall on his own cost immediately repair any damage done to existing fences due to construction work, if the fences are not to be removed.

**C 8 MEASUREMENT AND PAYMENT****C 8.2 SCHEDULED ITEMS****PS C 8.2.12 Remove and reinstate existing:**

**Kerb / Edging** ..... Unit: m

The tendered rate shall include full compensation for the careful removal of kerbs or edging, the temporary stockpiling and cleaning thereof and the reinstatement once the work has been completed, including all necessary excavation, backfilling and concrete bedding and backfilling using 15 MPa concrete. In the event of the Contractor damaging any of the kerbs, he will replace it at his own cost.

**PS C 8.2.13** Raise                      or                      Lower                      Existing                      Manholes                      /                      Valve                      Chambers  
..... Unit: No

The rate shall cover the cost to raise or lower the existing manhole valve chambers by a maximum of 300mm, including all excavations, finishings and spoiling of surplus material.

**SANS 1200 D : EARTHWORKS****D 2 INTERPRETATIONS****PS D 2.3 DEFINITIONS**

Add the following to D 2.3:

**Sand (cohesionless and non-cohesive)**

For the purposes of the compaction requirements, a non-plastic material of which not less than 95 % by mass passes a sieve of nominal aperture size 4,75 mm, and not more than 10 % passes a sieve of nominal aperture size 0,075 mm.

**D 3 MATERIALS****D3.1 CLASSIFICATION FOR EXCAVATION PURPOSES****PS D3.1.1 Method of Classifying**

Add the following to D3.1.1:

The classification of material other than "soft excavation" shall be agreed upon before excavation may commence.

The Contractor shall immediately inform the Engineer if and when the nature of the material being excavated changes to such an extent that a new classification is warranted for further excavation. Failure on the part of the Contractor to advise the Engineer in good time shall entitle the Engineer to reclassify, at his discretion, such excavated material.

**PS D3.1.2 Classes of Excavation**

Substitute paragraphs D3.1.2b), d) and e) with the following:

No intermediate excavation shall be measured and paid for. Excavation in intermediate materials shall be classified/measured as excavation in soft materials.

**D 3.3 SELECTION****PS D 3.3.1 General**

Substitute the second paragraph of D 3.3.1 with the following:

The Contractor shall deal selectively with material from general excavation. Any imported material in road reserves that do not comply with the minimum requirements for the respective layers, shall be removed and replaced with suitable material, all at the Contractor's expense.

The Contractor shall deal in such a way with materials from all excavations to ensure that usable material is not contaminated with unsuitable material. If usable material is contaminated, such contaminated material shall be removed and replaced with suitable material, all at the Contractor's expense. No additional payment shall be made in respect of this and all relevant costs shall be deemed to be included in the tendered rates.

All unsuitable material shall be removed prior to importing fill material to such areas.

**D 5 CONSTRUCTION****D 5.1 PRECAUTIONS****PS D 5.1.1 Safety****PS D 5.1.1.1 Barricading and lighting**

Substitute "Machinery and Occupational Safety Act, 1983 (Act 6 of 1983)" with "Occupational Health and Safety Act, 1993 (Act 85 of 1993)".

**PS D 5.1.1.2 Safeguarding of excavations**

Substitute "Machinery and Occupational Safety Act, 1983 (Act 6 of 1983)" with "Occupational Health and Safety Act, 1993 (Act 85 of 1993)".

**PS D 5.1.2 Existing Services****PS D 5.1.2.2 Detection, location and exposure**

Add the following to D 5.1.2.2:

If existing services are not shown on the drawings but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before the commencement of construction. After locating the exact position of services, whether indicated on the drawings or not, such services shall be deemed to be known services and the Contractor shall be liable for all costs and subsequent costs arising from the damage thereof as a result of the Contractor's activities. These services must also be indicated on the "As Built" drawings.

**PS D 5.1.2.3 Protection Of Cables**

Substitute "estimated position" in the second sentence of D 5.1.2.3 with "actual or exposed position".

**PS D 5.1.2.4 Negligence**

Substitute D 5.1.2.4 with the following:

Where a service is damaged because of the contractor's negligence, any costs arising from such damaged service will be payable by the contractor.

**PS D 5.1.2.5 Works next to a major Telkom optic fibre route (Category: SAT2)**

The tenderer must make themselves aware of any restrictions with regards to working next to this service, the use of plant, access and safety. Allowance must be made for this in the program and tendered tariffs. The approximate position of this service is indicated on the services drawing.

**PS D 5.1.3 Stormwater and groundwater**

Add the following to D 5.1.3

The contractor's responsibility is to allow drainage of flows that can be handled by a 200mm wide trench. Where trenches cannot be self-drained, they should lead to a sump equipped with a 75mm air-driven pump the output of which is over 12l/s.

**PS D 5.1.4 Nuisance****PS D 5.1.4.1 Dust nuisance**

Add the following to D 5.1.4.1:

The Contractor is responsible for dust control and is liable for all claims that may result from dust nuisance on all parts of the site and at all times from the date of handing over of the site to the completion date of the contract. No payment regarding the above-mentioned will be made and all costs shall be deemed to be covered by the tendered rates.

**PS D 5.1.6 Road Traffic Control**

Add the following to D 5.1.6:

- a) Sufficient road signs must be erected in such a way that motorists will be warned in time of works, e.g. at the closing of a street sufficient signs to direct traffic must be erected at the preceding intersection.
- b) Bypasses and/or road signs shall be provided and/or erected at all locations where the free flow of traffic is obstructed and shall be approved by the Engineer before the commencement of construction. Where main roads are crossed, detours and temporary road signs and –markings must be provided and maintained.
- c) Where a trench crosses a street or any place where a trench crosses the direction of traffic flow, drums painted white must be placed with danger tape in between.
- d) Danger tape must be put up between drums and tied around the drums.
- e) Drums may not be filled with stones. The spacing of drums must be in such a way (maximum 5 m) that they are visible from all directions.
- f) Sufficient safety measures must be utilised for pedestrians.

All these road signs and – markings must be according to the latest South African Road Traffic Signs Manual.

**D 5.2 METHODS AND PROCEDURES****D 5.2.1 Site Preparation****PS D 5.2.1.1 Clearing or Clearing and Stripping of Site**

Delete subclause D 5.2.1.1b)

**PS D 5.2.1.2 Conservation of topsoil**

Add the following to D 5.2.1.2:

Removal of topsoil shall only occur in areas as approved, in writing, by the Engineer. The topsoil shall be conserved for use elsewhere.

**D 5.2.2 Excavation****PS D 5.2.2.1 Excavations for general earthworks and for structures**

Add the following to D 5.2.2.1:

Strip foundations and encasement of pipes shall be cast directly against excavated surfaces.

Materials under foundations and floors of structures which are regarded by the Engineer as unsuitable for the bearing of such structures shall be removed to the depths and widths ordered. The excavated voids shall then be filled with sand compacted to 100 % of MAASHTO density, to the underside of such foundation or floors, unless a soil cement mixture in terms of PS D 5.2.3.2 or mass concrete is ordered by the engineer.

**PS D 5.2.2.3 Disposal**

Substitute the second sentence of D 5.2.2.3 with the following:

The Contractor shall provide all the necessary spoil sites for the spoiling of all surplus and unsuitable materials and shall make the necessary arrangements with the owner of the site where the material is disposed of, and pay all charges and levies as may be applicable for the use of such spoil sites.

Every spoil site provided by the Contractor shall be approved by the local authority in whose area it is located, and the spoiling shall comply with the applicable statutory and municipal regulations as well as the requirements of the owner of the spoil site.

No additional payment shall be made to the Contractor in respect of locating and making arrangements for suitable spoil sites and spoiling material at such sites and the costs thereof shall be deemed to be included in the tendered rates and prices for the applicable excavation items.

Suitable surplus material from excavations shall be utilised as fill material where filling is required of which the positions and levels are shown on the drawings, and should be placed, spread, shaped to the specified levels and compacted to 90% (100% for sand) of Mod AASHTO density, or other density as specified.

The Contractor will provide the Engineer with all details and approvals for the spoil site at time of Commencement of the Contract.

**PS D 5.2.2.4 Excavation by hand around existing services**

Where hand excavation is required around existing services it shall be done within 3,0 m above and on both sides of cables and within 500 mm above and on both sides of pipes, as well as underneath the services.

**D 5.2.3 Placing and Compaction****PS D 5.2.3.2 Backfilling of trenches and backfilling against structures**

Add the following to D 5.2.3.2:

Backfilling around structures shall be compacted to 95% (100% for sand) of MAASHTO density.

When specified or ordered by the Engineer the backfilling against structures shall be done using a mixture of soil cement. The mixture shall contain 5% cement and just sufficient water for the mixture to be placed and compacted like ordinary backfilling material.

**PS D 5.2.3.3 Backfilling of over-excavations**

Where the Engineer approved the backfilling of over-excavation with suitable material, the backfilling material must be compacted to the greater of 95% of the MAASHTO density or the density of the insitu material.

**PS D 5.2.4.2 Top soiling**

Add the following to D 5.2.4.2:

Topsoil shall be placed on the designated landscaping areas as per drawing where no paving is specified, or in areas where directed by the Engineer.

**D 5.2.5 Transport for Earthworks****PS D 5.2.5.2 Overhaul**

Replace D 5.2.5.2 with the following:

The transport of all excavated materials, irrespective of the distance and source, shall be deemed to be free-haul, the cost of which is included in the Contractor's tendered rates and prices for the excavation of the materials. No separate compensation shall be made for the transportation of excavated materials.

**D 8.3 SCHEDULED ITEMS****PS D 8.3.2 Bulk Excavation****Unit: m<sup>3</sup>**

Add the following to DB 8.3.2 (a):

Excavation in intermediate material will not be measured separately and is deemed to be included in the rate tendered. On the areas where fill is to be placed, the area will first be prepared by ripping and scarifying the area to ensure sufficient mixing with the fill to be placed onto the area. Rate will be based on all relevant amendments in the project specifications.

Where the earthworks are measured for the storm water (SW) dam, the rate will further (to the above) include all requirements of SANS 1200 DM, and as amended in the project specifications, to ensure cut to final level and shaping of the side slopes to 1:2.

**SANS 1200 DB : EARTHWORKS (PIPE TRENCHES)****DB 3 MATERIALS****PS DB 3.5 BACKFILL MATERIALS**

Add the following to DB 3.5 b):

All pipe trenches underneath the roadway and which are subject to loads from road traffic shall be backfilling with clean sand up to the subbase. The sand will be of at least G7 quality and the Contractor must provide test results to the Engineer as proof thereof.

**DB 3.6 MATERIALS FOR REINSTATEMENT OF ROADS AND PAVED AREAS****PS DB 3.6.1 Subbase and Base**

Substitute DB 3.6.1 with the following:

Where trenches cross or run adjacent to surfaced roads and paved areas of which the surfaces are scheduled to be reinstated, the material excavated from the existing base and/or subbase pavement layer(s) shall be stockpiled and used (imported from stockpile) in the reconstruction of the subbase layer. At least 50% of the quantities required for the subbase will be stockpiled and imported from the stockpile. Where applicable new material complying with the requirements of SABS 1200 MF shall be used in the reconstruction of the base layer. Any shortfall in material for the reconstruction of the subbase layer shall be made up by the use of material complying with the requirements of SABS 1200 ME.

**DB 4 PLANT****PS DB 4.1 EXCAVATION EQUIPMENT**

Add the following to DB 4.1:

All excavations exceeding the specified widths shall be backfilled with approved selected material. No payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.

**DB 5 CONSTRUCTION****PS DB 5.4 EXCAVATION**

Add the following to DB 5.4:

Excavation and backfilling of pipe trenches on sidewalks in the residential area shall be done in such a way as to ensure the least possible disruption to the public and entrances to properties. No additional payment shall be made for this and all relevant costs shall be deemed included in the tendered rates.

**DB 5.6 BACKFILLING****PS DB 5.6.2 Material for Backfilling**

Substitute the last paragraph of DB 5.6.2 with the following:

The provisions of PS DB 3.5 b) shall apply mutatis mutandis.

**PS DB 5.6.3 Disposal of Soft Excavation Material**

Replace:

*"of along the trench servitude within the freehaul distance from the source of such excavation material"*

with the following:

*"at a dump site of the Contractor's choice".*

Further, the rate is to include for Clause PS D 5.2.5.2.

**DB 5.7 COMPACTION****PS DB 5.7.1 Areas not Subject to Traffic Loads**

Add the following to DB 5.7.1:

Compaction in areas not underneath roadways will be compacted sufficiently as to ensure that no differential settlement will occur. Sand will be compacted to 100% MOD AASTHO.

**PS DB 5.7.2 Areas Subject to Traffic Loads**

Add the following to DB 5.7.2:

Only trenches underneath roadways will be regarded as areas subject to traffic loads. Pipe trenches in a road reserve is not necessarily regarded as areas subject to traffic loads. If the Engineer specifically instructs the Contractor (in terms of the GCC 2015) to regard these areas as areas subject to traffic loads, only then will it be regarded as areas subject to traffic loads.

The onus is on the contractor to prove to the engineer that sufficient compaction was obtained on insitu soil preparation after excavation and material backfilled in the respective layers. The frequencies of control testing will not exceed 40m in the case of a continues pipe run or a minimum of two positions between manholes constructed for stormwater- and sewer services. At each position compaction readings must be taken on the insitu material prepared after excavation, the bedding (imported), the blanket (imported) and the main fill (backfilled). The costs of these tests shall be deemed included in the relevant rates for construction of such items.

Sand backfilling shall be compacted to 100 % of MAASHTO density.

#### **DB 5.9 REINSTATEMENT OF SURFACE**

##### **PS DB 5.9.4 Bitumen Roads: Subbase and Base**

Add the following to DB 5.9.4:

Any additional imported material required for the reinstatement of selected layers, subbase or base shall comply with the requirements of the relevant standardised and/or project specifications.

##### **PS DB 5.9.5.1 Bitumen Roads: Surfacing**

Add the following to DB 5.9.5.1:

The thickness of the asphalt shall be 40 mm except if specified otherwise. Compaction of the asphalt wearing course will be to a minimum of 93% RICE Density and to a maximum of 97% Rice Density.

#### **DB 8 MEASUREMENT AND PAYMENT**

##### **PS DB 8.1BASIC PRINCIPLES**

Add the following to DB 8.1.2 c):

Ground levels within road reserves shall be regarded as the final road level and the finished levels of the sidewalks.

#### **DB 8.2 COMPUTATION OF QUANTITIES**

##### **PS DB 8.2.4 Shoring**

Add the following to DB 8.2.4:

Excavations must be shored in accordance with the applicable regulations and acts if the ground conditions require shoring. The Contractor must acquaint himself with the requirements of the applicable regulations and acts regarding shoring, as well as the ground conditions. No payment will be made in respect of this and all costs will be deemed as covered by the rate of the excavation, unless measured specifically.

#### **DB 8.3 SCHEDULED ITEMS**

##### **PS DB 8.3.2 Excavation**

In 8.3.2 replace “*within freehaul distance*” with “*at spoil site provided by the Contractor or municipal dump site*”.

The rate will include PS DB 5.7.1, PS DB 3.6.1, PS DB 4.1, PS DB 8.2.4, PS DB 8.3.4 and all other relevant amendments in the project specifications. No excavations will be allowed to be left opened over non-working days/times.

No boulder excavation will be measured separately. Should boulders be present in trench excavations, the Contractor will break the boulders with pneumatic tools and measurement will be under “hard rock material”. Therefore, for trench excavations, boulders will be classified/measured as “hard rock material”.

Intermediate material will be classified/measured as “soft material” and this is deemed included in the rate tendered.

##### **PS DB 8.3.2 b) .....Extra over item (a) above for:**

|                |                     |
|----------------|---------------------|
| 2)Intermediate | material            |
| .....          | .....m <sup>3</sup> |
| 3)Hard         | rock material       |
| .....          | .....m <sup>3</sup> |

The tendered rate shall include full compensation for the additional cost, effort and time resulting from excavating in the respective materials using hand methods only.

The unit of measurement shall be cubic metre of material, measured in place according to the authorised dimensions, which was excavated by hand on the specific prior written instructions of the Engineer, provided always that the Engineer's said instruction shall have stated that measurement and payment for such hand excavation shall be in accordance with this item.

For hard rock material, no blasting is allowed and material will removed by means including pneumatic tools/breakers.

**PS DB 8.3.2 c) Excavate and dispose of unsuitable material from trench bottom**  
 ..... m<sup>3</sup>

Replace "ordered" with "instructed by the Engineer" and "within freehaul distance" with "to an approved dumping site".

### **DB 8.3.3 Excavation Ancillaries**

**PS DB 8.3.3.1 Make up deficiency in backfill material**  
 ..... Unit: m<sup>3</sup>

Add the following to DB 8.3.3.1 (c):

The material from a commercial source will be at least the quality specified and will only be done upon receiving written instruction from the Engineer or in areas of traffic loads. Rate will include PS DB 4.1 and also all relevant amendments in the project specifications.

Quantities will be calculated and measured in terms of the minimum trench widths and in accordance with PS DB 4.1 and DB 5.2 and the Contractor is deemed to allow for any additional widths and side slopes in the rate tendered.

**PS DB 8.3.3.3 Compaction in road reserve**  
 ..... Unit: m<sup>3</sup>

Substitute the heading of DB 8.3.3.3 with the following:

### **PS DB 8.3.3.3 Compaction under road surfaces**

Add the following to DB 8.3.3.3:

This item is only applicable to the backfill above the bedding and fill blanket and will only be measured for areas under road surfaces. Rate will include all relevant amendments in the project specifications. Rate to include PS DB 5.7.2.

### **PS DB 8.3.3.4 Overhaul**

Replace DB 8.3.3.4 with the following:

The transport of all excavated materials, irrespective of the distance and source, shall be deemed to be free-haul, the cost of which is included in the Contractor's tendered rates and prices for the excavation of the materials. No separate compensation shall be made for the transportation of excavated materials.

### **PS DB 8.3.4 Particular Items**

PS DB 8.3.4 (a) Shore trench opposite structure or service

Replace the heading of this sub-item with the following:

"PS DB 8.3.4 (a) Shore trench opposite structure or service or in unsuitable excavated materials for depths:"

Add the following after the last sentence:

"Separate items will be measure for depths of trenches in increment of 1.0m. Each rate for each stated category shall cover the cost of shoring from ground level up to the full depth of the stated category. Payment for this item will only be made if written instruction were issued by the Engineer. Shoring will be done as per approved methods which includes timber sheeting, struts etc. A method statement must be submitted to the Engineer for approval prior to execution of the works. Payment will only be done upon receiving prior written instruction from the Engineer".

### **PS DB 8.3.5 Existing Services that Intersect or Adjoin a Pipe Trench**

Replace DB 8.3.5 (ii) with the following:

Protection and maintenance must be to the satisfaction of the Engineer and the Contractor may be instructed to remedy, at the discretion of the Engineer, should it be found that the works are at risk. Any remedial work will be for the Contractors account. All services must at all times, or reasonably as determined by the Engineer, operate/function as intended. Should a service fail, due to improper protection and maintenance of the existing services (whether the Engineer has approved the method and/or protection or not), a penalty will be imposed for the Contractors account, to the amount of R 10 000 per transgression/failure, in addition to all subsequent damage (if any) and any emergency remedial works required.

**PS DB 8.3.5 a) Services that intersect a trench**  
 ..... Unit: No

Add the following to DB 8.3.5 a):

Existing services with a depth of cover exceeding 300 mm, measured from the bottom of excavation to the top of the existing service shall not be measured and paid for. There will be distinguished between existing trunk services and existing erf connection.

The rate shall also allow for the following costs:

- i) Sufficient photo's have to be taken of existing services and handed over to the Engineer before they are being crossed, if there is a possibility of a difference in opinion over the condition of those services, especially on private property.

- ii) If such a service is damaged, it has to be repaired to its original condition or if possible, to a standard agreed to in writing with the relevant owner. This agreement has to be approved by the Engineer.
- iii) If such a service is removed, it has to be replaced as per original.

**PS DB 8.3.5b) Services that adjoin a trench**  
 ..... Unit: No or m

Add the following to DB 8.3.5b):

The unit "number" will only be used for services such as poles and trees.

No payment will be made for overhead services that do not rest directly on the ground except where allowance is made for this in the schedule of quantities.

Existing services that rest directly on the ground e.g. poles, trees, walls and structures are handled in the same way as underground services, but the axis of the service will be determined as follows:

The vertical axis is defined as the nearest side or corner of the existing structure to the excavation, measured at the point where the structure and natural ground level intersect.

The horizontal axis will be at the point where the structure and the natural ground level intersects. In this instance, where the excavation falls above the 45° line but within 1,0 meter horizontally from the structure, the service will also be measured as adjoining.

If the structure, according to the abovementioned, does not qualify as an adjoining service but the foundation of the structure is such that if a 45° line drawn from the nearest bottom corner thereof cuts through the excavation, the structure will be measured as an adjoining service **if approved by the Engineer**.

There will be distinguished between existing trunk services and existing erf connection.

The rate shall also allow for the following costs:

- i) Sufficient photo's have to be taken of existing services and handed over to the Engineer before they are being crossed, if there is a possibility of a difference in opinion over the condition of those services, especially on private property.
- ii) If such a service is damaged, it has to be repaired to its original condition or if possible, to a standard agreed to in writing with the relevant owner. This agreement has to be approved by the Engineer.
- iii) If such a service is removed, it has to be replaced as per original.

Replace the last phrase "measured for shoring" with the words "protected by shoring". The rate for this item shall cover the cost of any necessary shoring.

**DB 8.3.6 ..... Finishing**

**PS DB 8.3.6.1 Reinstate road surfaces complete with all courses**  
 ..... Unit: m<sup>2</sup>

Add the following to DB 8.3.6.1:

Rate to include PS DB 3.6.1, PS DB 4.1, PS DB 5.9.1 and also prime and via seal. Prime and via seal to comply with the specification contained in SANS 1200 MH. The Asphalt will comply with MH 5.5.2. Testing of the asphalt to be done in accordance with SANS 1200 MH as amended in the project specifications and must comply with PS M 7.3.

Quantities will be calculated and measured in terms of the minimum trench widths and in accordance with PS DB 4.1 and DB 5.2 and the Contractor is deemed to allow for any additional widths and side slopes in the rate tendered.

Rate will include all relevant amendments in the project specifications.

Where existing paving is to be reinstated, in addition to the above, the rate will include transport from the stockpile, placing on sand bedding and laying of the pavers in accordance with SANS 1200 MJ and as amended in the project specifications.

**PS DB 8.3.6.2 Extra-over DB 8.3.6.1 for imported material**  
 ..... Unit: m<sup>3</sup>

Rate to include the following:

The rate is an "extra-over" Item DB 8.3.6.1 and include all costs of supplying and placing of imported material in the final position with material from commercial sources.

The material for subbase will comply with SANS 1200 ME and as amended in the project specifications. The material for base will comply with SANS 1200 MF and as amended in the project specifications.

Quantities will be calculated and measured in terms of the minimum trench widths and in accordance with PS DB 4.1 and DB 5.2 and the Contractor is deemed to allow for any additional widths and side slopes in the rate tendered.

**Contract**  
**Part C3: Scope of Works**

**SANS 1200 DM: EARTHWORKS (ROADS, SUBGRADE)****DM 3 MATERIALS****PS DM 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES**

Add the following to DM 3.1:

All in situ pavement material shall be classified as soft material for excavation purposes.

**DM 3.2 CLASSIFICATION FOR PLACING PURPOSES****PS DM 3.2.3 Selected Layers**

Substitute DM 3.2.3 with the following:

Materials used for selected layers shall comply with the following:

| DESCRIPTION                                          | LOWER<br>SELECTED<br>LAYER<br>(G9 – TRH14) | UPPER<br>SELECTED<br>LAYER<br>(G7-TRH 14) |
|------------------------------------------------------|--------------------------------------------|-------------------------------------------|
| Minimum CBR at 93 % MAASHTO density (100 % for sand) | 7                                          | 15                                        |
| Maximum CBR swell at 100 % MAASHTO density           | 1,5 %                                      | 1,5 %                                     |
| Maximum size of aggregate after compaction           | 100 mm                                     | 100 mm                                    |
| Minimum Grading Modulus (GM)                         | 0,5                                        | 0,75                                      |
| Maximum Plasticity Index (PI)                        | 12                                         | 12                                        |
| Maximum Group Index                                  | -                                          | 1                                         |

All imported material underlying the subbase or base of the final road prism, whichever may be applicable, that does not comply with the requirements for lower selected layer or upper selected layer in the respective depth categories, shall be removed and replaced with material complying with the requirements of selected layers, all at the Contractor's expense.

**DM 4 PLANT****PS DM 4.2 PLANT FOR TREATMENT BELOW SELECTED LAYER****PS DM 4.2.1 Pneumatic-tyre Roller**

Pneumatic-tyre rollers shall be of the self-propelled type that is equipped with smooth pneumatic-tyre wheels of the same diameter. The mass of the roller shall be at least 10 tons. All wheels must bear the same mass.

The rollers must be equipped with devices that will be able to keep the wheels wet and clean during operation.

The wheels of the roller shall be arranged in such a way that one pass with the roller will cover the whole width of the machine. The roller must be able to take a tyre pressure of 600 kPa and the minimum allowed working tyre pressure shall be 450 kPa. The maximum difference in pressure between any two wheels shall not be greater than 35 kPa.

**DM 5 CONSTRUCTION****DM 5.1 PRECAUTIONS****PS DM 5.1.2 Accommodation Of Traffic**

Add the following to DM 5.1.2:

Bypasses shall be constructed and road signs erected where the free flow of public traffic is restricted. Such bypasses and road signs shall be in accordance with the "CSRA-CUTA: Road Traffic Signs Sub-committee; Road Signs Note no 13, the SA Road Traffic Signs Manual" and shall be approved by the Engineer before the commencement of construction.

**DM 5.2 METHODS AND PROCEDURES**

**DM 5.2.2 Cut And Borrow****PS DM 5.2.2.2 Dimensions of cuts**

Substitute "subbase" in the second paragraph of DM 5.2.2.2 with "subbase or selected layer, whichever may be applicable", and

Substitute "CBR of at least 7" with "CBR as applicable according to the provisions of PS DM 3.2.3".

**PS DM 5.2.2.3 b) Cut to spoil**

Substitute DM 5.2.2.3(b) with the following:

All surplus and/or unsuitable material shall be removed from the site and disposed of at the spoil site (as described in PS D 5.2.2.3) and shall be shaped to establish a free draining surface.

**PS DM 5.2.2.4 Temporary stockpiling of materials**

Add the following to DM 5.2.2.4:

The Contractor shall program the works in such a manner that suitable excavated material shall, if practically possible, be placed directly in the appropriate position to ensure that temporary stockpiling is limited to an absolute minimum. No payment shall be made for the temporary stockpiling of material where such material is to be used for backfilling of pipe trenches, except when so ordered in writing by the Engineer.

**DM 5.2.3 Treatment of Road bed****PS DM 5.2.3.3 Treatment of road bed**

a) Preparation and compaction of road bed.

Substitute the first paragraph of DM 5.2.3.3(a) with the following:

The road-bed shall be scarified to a depth of 150 mm, watered, shaped and compacted to 93 % of MAASHTO density (100 % for sand), except where otherwise ordered by the Engineer.

In clay areas excavation and shaping to the level as approved by the engineer will be necessary.

**PS DM 5.2.5 Selected Layer**

Add the following to DM 5.2.5:

The Engineer may, depending on the quality of the in situ material, order the omission one or both of the selected layers. To determine the amount of selected layers, if any, the Engineer may order the Contractor to dig test holes with maximum dimensions of 1,5 m x 1,5 m and 1,0 m deep at positions indicated by the Engineer, before construction commences.

The Contractor shall backfill all test holes with selected material and compact it to 95 % of MAASHTO density (100 % for sand), after the Engineer has taken samples and profiled the holes.

**DM 6 TOLERANCES****PS DM 6.5 DIMENSIONS AND LEVEL CONTROL**

The Contractor shall submit to the Engineer, in a form acceptable to the Engineer, records of dimension and level control, prior to requesting the Engineer to carry out any routine inspections.

**DM 7 TESTING****PS DM 7.2 PROCESS CONTROL**

Amend table 1 of DM 7.2 as follows:

Substitute "2 000 m<sup>2</sup>" with "1 500 m<sup>2</sup>", "1 500 m<sup>2</sup>" with "1 200 m<sup>2</sup>" and "5 000 m<sup>2</sup>" with "3 000 m<sup>2</sup>".

**PS DM 7.3 ROUTINE INSPECTION AND TESTING**

Substitute DM 7.3.2 with the following:

No density shall be less than the specified minimum density for the relevant layer.

It is the responsibility of the contractor to prove to the engineer that all the layer works prepared and constructed complies with the minimum specifications specified at the cost of the contractor. The costs of these tests shall be deemed included in the relevant rates for construction of such items.

If the Engineer dispute any test results submitted by the contractor the engineer shall request routine testing. The results which do not comply with the specified minimum requirement for the material or layer, shall be borne by the Contractor and will be subtracted from the monthly payment certificates.

**DM 8 MEASUREMENT AND PAYMENT**

**PS 8.2.1 Volume only measured once**

Substitute the first sentence in DM 8.2.1 with the following:

Earthworks will be measured by volume once only as compacted fill from cut shapes.

**DM 8.3 SCHEDULED ITEMS****PS DM 8.3.4 Cut To Fill, Borrow to Fill ..... Unit: m<sup>3</sup>**

Add the following:

Substitute "90 %" in DB 8.3.4 with "93 % (100 % for sand)" and "road prism" with "road prism and borrow pits".

Add the following:

Separate items will be scheduled for fill in the road prism, fill on spoil areas and fill on erven (where a minimum density for such spoil material is required by the Engineer) and fill from the road prism, fill from the site and fill from commercial sources.

Overhaul within the road reserve is included.

The rate for fill from commercial sources shall, in addition to the requirements of DM 8.3.4, cover the cost of the location of the source, complying with all the applicable precaution as set out in DM 5.1, obtaining the material, selection and transport from the source to the point on the road where it is to be used.

Excavation in intermediate material will not be measured separately and is deemed to be included in the rate tendered.

On the areas where fill is to be placed, the area will first be prepared by ripping and scarifying the area to ensure sufficient mixing with the fill to be placed onto the area. Rate will be based on all relevant amendments in the project specifications.

**PS DM 8.3.17 Trim, Shape and Compact Sidewalks ..... Unit: m<sup>2</sup>**

The area to be trimmed is the unsurfaced area from the back of the kerbs or edging to the boundary of the road reserve, or such wider or narrower area as required by the Engineer. Always confirm with the engineer in writing the width thereof required before shaping the area behind the kerbs. Measurement and payment for the above shall be restricted to areas ordered in writing by the Engineer.

The rate shall cover the cost of trimming and shaping the sidewalks to the lines, levels and dimensions as shown on the drawings, of acquiring additional material to compensate for any material lost due to weather or other reasons, and of the compaction of any loose or disturbed material to 90% MAASHTO-density (100% for Sand)

**PS DM 8.3.20 Existing Services Intersecting Excavation For The Box Cut .....**

**Unit: No** The provision of items DB 8.3.5(a) and DB 8.3.5(b) shall apply mutatis mutandis.

**PS DM 8.3.21 Existing Services That Adjoin Excavation For The Box Cut .....**

**Unit: No** The provision of items DB 8.3.5(a) and DB 8.3.5(b) shall apply mutatis mutandis.

**SABS 1200 M: ROADS (GENERAL)****M3 CONSTRUCTION**

The contractor's attention is drawn to the fact that the widening of road shall be done according to the benching method. No additional payment will be made with regard thereto and all the costs relating to the benching-method is deemed to be included in the various rates for the widening.

**M 5 CONSTRUCTION**

Add the following paragraph:

**PS M 5.1 SELECTION**

The Contractor shall deal selectively with material when existing roads are broken up in order that suitable material is not contaminated with unsuitable material. If suitable material is contaminated, the Contractor shall replace such contaminated material with suitable material, at his own expense.

**M 6 TOLERANCES****PS M 6.3 FREQUENCIES OF CHECKS**

Add the following to M 6.3:

These checks shall be submitted to the Engineer for his approval.

**M 7 TESTING****PS M 7.3 ROUTINE INSPECTIONS AND TESTING**

Substitute M 7.3.3 with the following:

Statistical evaluation of test results shall not be applicable to this contract and all tests shall meet the specified minimum requirements for the specific material.

**PS M 8 MEASUREMENTS AND PAYMENT**

Add the following to M 8:

It is the responsibility of the contractor to proof to the engineer that all the materials and layer works prepared or constructed complies with the minimum specifications specified at the cost of the contractor. The costs of these tests (UCS-, compaction test results, etc.) shall be deemed included in the relevant rates for construction of such items.

If the Engineer dispute any test results submitted by the contractor the engineer shall request routine testing. The results which do not comply with the specified minimum requirement for the material or layer, shall be borne by the Contractor and will be subtracted from the monthly payment certificates.

The cost of all routine testing done by the Engineer, and of which the results are in accordance with the specification shall be paid by the contractor. The contractor may claim this billed cost plus superintendence and administration in his next payment certificate. The cost of failed testing shall not be claimable by the contractor. The employer may elect to pay the commercial laboratory himself, in which case no payment will be made to the contractor for this work. An administration fee on the routine testing for the engineer has been allowed for where paid through the contractor.

**SANS 1200 ME: SUBBASE****ME 3 MATERIALS****ME 3.2 PHYSICAL PROPERTIES****PS ME 3.2.1 Subbase Material**

Substitute ME 3.2.1 with the following:

a) Materials of G5 quality for use in the subbase shall comply with the requirements in TRH14 – Natural aggregate for pavement layers (G5)

|       |                                                     |       |
|-------|-----------------------------------------------------|-------|
| i)    | Maximum size of aggregate after compaction .....    | 63 mm |
| ii)   | Maximum liquid limit .....                          | 30    |
| iii)  | Maximum plasticity index (PI) .....                 | 10    |
| iv)   | Maximum linear shrinkage .....                      | 5 %   |
| v)    | Minimum CBR at 95 % of MAASHTO density .....        | 45    |
| vi)   | Maximum CBR swell at 100 % of MAASHTO density ..... | 0,5 % |
| vii)  | Maximum group index .....                           | 0     |
| viii) | Minimum grading modulus (GM) .....                  | 1,5 % |

**Note:**

***The maximum size aggregate for G5-material used as base for sidewalks shall not exceed 38mm.***

- ME 3.3 ..... **STABILISING AGENT**
- PS ME 3.3.1..... **General**

Substitute ME 3.3.1 b) Portland cement with the following:

“All cement used during construction shall comply with SANS 50197-1 specifications for cement. Where reference is made in this specification or the standard specifications to the cement specifications, e.g. SANS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SANS 50197-1 “Cement compositions, specifications and conformity criteria Part 1: Common cements”.

All cement products on site shall conform to the specification and shall bear the inspection seal or brand mark of the SANS (South African Bureau of Standards).”

**ME 5 CONSTRUCTION****ME 5.4 PLACING AND COMPACTION****PS ME 5.4.1 Placing**

Substitute “the project specification” in the second paragraph of ME 5.4.1 with “ME 6.1.4”.

PS ME 5.4.5 ..... **Work In Restricted Areas**

No additional payment shall be made for work in restricted areas and any relevant costs shall be deemed to be included in the tendered rates.

**ME 5.7 TRANSPORT****PS ME 5.7.1 Free haul**

Substitute ME 5.7.1 with the following:

An unlimited free haul distance shall apply to subbase material.

**ME 7 TESTING****ME 7.2 PROCESS CONTROL AND ROUTINE INSPECTION AND TESTING****PS ME 7.2.1 Process Control**

Replace “1500 m<sup>2</sup>” with “1000 m<sup>2</sup>” and replace “5000 m<sup>2</sup>” with “2500 m<sup>2</sup>” in Table 2 of ME 7.2.1.

Each area of road widening will be subject to process control.

**PS ME 7.2.2 Routine Inspection and Testing**

Substitute the second sentence of ME 7.2.2 with the following:

No density shall be less than the specified minimum density for the relevant layer.

**ME 8 MEASUREMENT AND PAYMENT**

**PS ME 8.2          COMPUTATION OF QUANTITIES**

Substitute ME 8.2 with the following:

Measurement and payment shall be to the exact dimensions as shown on the drawings.

**DM 8.3          SCHEDULED ITEMS**

**PS ME 8.3.3          Construct subbase course/gravel wearing course with material from commercial source**  
**Unit: m<sup>3</sup>**

Add the following to ME 8.3.3:

Rate to include PS A 7.1.1, PS A 7.1.2, PS A 7.2, PS A 7.4, PS M 7.3, PS M 8.3, PS ME 3.2.1, PS ME 5.4.1, PS ME 5.4.5, PS ME 5.7.1, PS ME 7.2.1, PS ME 7.2.2, PS ME 8.2 and all other relevant amendments in the project specifications.

**SANS 1200 MH: ASPHALT BASE AND SURFACING****MH 3 MATERIAL****PS MH 3.1 PRIME**

Substitute MH 3.1 with the following:

The prime shall be MC-30 cutback bitumen complying with the applicable requirements of SANS 308.

**PS MH 3.3 TACK COAT**

Substitute MH 3.3 with the following:

The tack coat shall be a 60 % Stable-grade bitumen emulsion diluted with water at a 1:1 ratio.

**MH 3.4 BITUMINOUS BINDER****PS MH 3.4.2 Surfacing**

Substitute MH 3.4.2 with the following:

The bituminous binder shall consist of 50/70 penetration-grade bitumen complying with the requirements of:

- SANS 4001-BT1:2014 - Penetration Grade Bitumen's
- SANS 4001-BT2:2012 - Cutback Bitumen
- SANS 4001-BT3:2014 - Anionic Bitumen Road Emulsion
- SANS 4001-BT4:2014 - Cationic Bitumen Road Emulsion
- SANS 4001-BT5:2014 - Inverted Bitumen Emulsion

**PS MH 3.5.5 Sand Equivalent Value**

Substitute "30" with "35" in MH 3.5.5

**PS MH 3.5.6 Grading**

The asphalt shall be continuous graded (medium) as per Table 2 under MH3.5.6

**MH 5 CONSTRUCTION****PS MH 5.1 GENERAL REQUIREMENTS****PS MH 5.1.1 Preparation of Surface**

Add the following to MH 5.1.1:

The application of the prime coat may only proceed after the written approval of the base by the Engineer and only if the moisture content of the upper 50 mm of the base is lower than 50 % of the optimum moisture content.

**PS MH 5.1.5 Weather Limitations**

Add the following to MH 5.1.5:

If the moisture content of the upper 50 mm of the base is more than 50 % of the optimum moisture content.

**MH 5.5 DESIGN OF ASPHALT****PS MH 5.5.2 Marshall Criteria**

Amend Table 6 of MH 5.5.2 as follows:

| PROPERTY                                                                                             | CONTINUOUSLY GRADED ASPHALT SURFACING |                      |
|------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------|
|                                                                                                      | MINIMUM                               | MAXIMUM              |
| Stability (kN)                                                                                       | 8,0                                   | 18,0                 |
| Flow (mm)                                                                                            | 2,0                                   | 6,0                  |
| Stability/flow (kN/mm)                                                                               | 2,5                                   | -                    |
| Voids (%)                                                                                            | -                                     | 5.5                  |
| Air permeability @ 7% voids (cm <sup>3</sup> )                                                       | —                                     | 1 x 10 <sup>-8</sup> |
| Film thickness (µm)                                                                                  | 7                                     | —                    |
| Immersion index (%)                                                                                  | 80                                    | —                    |
| VMA (%)                                                                                              | 15                                    | —                    |
| Average Micron strain deformation per cycle in the dynamic creep test in the 2000 – 3000 cycle range | --                                    | 0.55                 |
| Indirect tensile strength at 25°C (kPa)                                                              | 900                                   | 1 650                |
| Filler/bitumen ratio                                                                                 | 1.0                                   | 1.5                  |
| Modified Lottman Test @7% voids                                                                      | 0.80                                  |                      |
| Voids in mix @ 110 gyrations of the Superpave Gyratory Compactor                                     |                                       | 4.5%                 |
| Voids in mix @ 300 gyrations of the Superpave Gyratory Compactor                                     | 2.5%                                  | -                    |

**PS MH 5.8      COMPACTION**

Substitute the second paragraph of MH 5.8 with the following:

The compacted asphalt shall have a density equal to or greater than 93%, and less than 97% of rice-density, and must comply with the requirements for the surface texture.

**MH 6      TOLERANCES**

**PS MH 6.2      Bituminous binder content**

Substitute MH 6.2 in its entirety with:

The bituminous binder content, determined on samples taken as specified in 7.2, shall not deviate from the ordered value, as stated in the approved mix design, by more than 0.3% (by mass).

**MH 6.3      DIMENSIONS, LEVELS, ETC.**

**PS MH 6.3.6      Smoothness**

Add the following to MH 6.3.6:

The appropriate degree of accuracy under this contract shall be degree II.

In addition to the abovementioned requirements the surface shall be of such a grade that all surface water shall drain freely to the adjacent kerbs and/or channels and subsequent costs to rectify the surface to comply herewith shall be borne by the Contractor.

**MH 7                    TESTING**  
**PS MH 7.1            MIX DESIGN**

Add the following to MH 7.1:

The proposed mixture design shall be submitted for approval to the Engineer at least two weeks (14 days) before commencement of the construction of asphalt surfacing. The Contractor shall ensure that the samples, on which the mixture is based, are a true representation of the actual materials to be used for the work.

Replace MH 7.2.3 **Testing by the Engineer** in its entirety with PS MH 7.2.3 **Testing and approval by the Engineer:**

The Engineer will arrange for acceptance testing to be carried out at regular intervals on material sampled from stockpiles, from the mixer, and from the road.

From the results of tests carried out in an approved or accredited laboratory, the Engineer will decide on the acceptability of material placed on the roadway.

For each days asphalt placed, the Contractor will ensure that at least one sample must be split to be tested at 3 SANS accredited labs for correlation testing. For these correlation tests, at least two of these labs must be independent. The tests to include full Marshall testing and 1-4 mentioned below.

Should any dispute arise because of discrepancies between results obtained by the Contractor and those of the said laboratory, the Engineer will use the results of tests carried out by a laboratory of his choice on samples of the completed layers taken from the roadway, as the basis for acceptance or rejection of the material sampled.

The Engineer reserves the right to approve or reject any layer, batch or lot of asphalt that does not comply with the approved mix design and project tolerances for construction. Rejected layers, batches or lots will be replaced with a product complying with project specifications and tolerances at the contractors cost.

The Engineer may order the sampling of both the un-compacted and compacted mix for acceptance approval. In the case of an un-compacted sample, the sample will be taken in the form of a "hot-box" sample from the back of the delivery truck, or my means of a cored sample from a compacted layer.

Such samples may be tested for and must comply with:

- (1) the approved mix design;
- (2) Project specification of the Martial Criteria in table 6 of PS MH 5.5.2;
- (3) Project tolerances, and
- (4) Any other test to determine the quality of the layer or mix as determined by the Engineer.

The Engineer may order any thermometric equipment to be tested and he may direct the immediate repair or replacement of any faulty instrument.

**SANS 1200 MJ: SEGMENTED PAVING****PS MJ 2.3 DEFINITIONS AND ABBREVIATIONS**

Replace "SABS 1058" with "SANS 1058:2012".

**PS MJ 3.1.2 CLASS, STRENGTH AND TYPE**

Replace "SABS 1058" with "SANS 1058:2012".

**MJ 3 MATERIAL****MJ 3.1 UNITS****PS MJ 3.1.2 Class, Strength And Type**

Add the following to MJ 3.1.2:

The type of paving shall be as specified in the bill of quantities.

**MJ 5 CONSTRUCTION****PS MJ 5.7 JOINT FILLING**

Joint filling shall be done with a 1:3 cement-sand mix.

**MJ 6 TOLERANCES****PS MJ 6.2 PERMISSIBLE DEVIATIONS**

Add the following to MJ 6.2:

The degree of accuracy shall be degree I.

**MJ 7 TESTING****PS MJ7.1.1 TESTING: GENERAL: CHECKING**

Add the following to MJ7.1.1:

A SANS accredited laboratory must be used for conducting tensile splitting tests on the materials that will be used in construction. Testing on batches will be as instructed by the Engineer.

**PS MJ 7.4.2 OTHER TEST****PS MJ 7.4.2 OTHER TEST**

Replace 7.4.2 with the following:

Blocks shall be subject to such tests as are described in SANS 1058:2012 and/or in the latest (on the date of tender closing) "Concrete Block Paving Specification and Installation" published by the Concrete Manufacturing Association. The frequency of the tests will be 10 samples per each day of delivery or 10 samples every 500m<sup>2</sup>. Samples must be taken from the roadways and will be identified by the Engineer and will be tested by an independent and SANS accredited lab. The onus is placed on the Contractor to ensure that sufficient control testing is done and is deemed included in the rate tendered.

**MJ 8 MEASUREMENT AND PAYMENT**

MJ 8.2 .....**SCHEDULED ITEMS**

PS MJ 8.2.2.....**Construction of Paving Complete** Unit:

Add the following to MJ 8.2.2:

The rate shall include PS A 7.1.1, PS A 7.1.2, PS A 7.2, PS A 7.4, PS M 8.3, PS M 7.3, PS MJ 3.1.2, PS MJ 3.1.2, PS MJ 5.7, PS MJ 6.2, PS MJ 7.1.1, PS MJ 7.4.2, the units to be used in construction must have spacer nibs and all other relevant amendments in the project specifications.

**SANS 1200 MK: KERBING AND CHANNELLING****MK 3 MATERIALS****MK 3.2 PRECAST KERBING AND CHANNELLING****PS MK 3.2.3 Strength**

Substitute MK 3.2.3 with the following:

Precast kerbs, edging and channels shall be of grade 20 Mpa/19 mm concrete.

**PS MK 3.9 BEDDING MATERIAL**

Substitute MK 3.9 with the following:

The material, on which concrete kerbs, channels and edging are bedded, shall be in accordance with the dimensions shown on the drawings and shall consist of a 1:3:6 concrete mix with a 6,7mm single size coarse aggregate.

**MK 5 CONSTRUCTION****PS MK 5.1 EXCAVATION AND BEDDING**

Substitute "90 %" in MK 5.1 with "93 % (100 % for sand)".

**PS MK 5.2 PRECAST CONCRETE KERBING AND CHANNELLING**

Substitute the first sentence of MK 5.2 with the following:

Precast concrete kerbing and channelling shall be laid and bedded on concrete bedding complying with the requirements of PS MK 3.9 and to the dimensions shown on the drawings.

**PS MK 5.11 TRANSITION SECTIONS AND INLET AND OUTLET STRUCTURES**

Substitute the first sentence of the second paragraph of MK 5.11 with the following:

Inlet and outlet structures shall be in accordance with the details shown on the drawings.

**MK 8 MEASUREMENT AND PAYMENT****PS MK 8.1 BASIC PRINCIPLES**

Substitute the second sentence of MK 8.1.1 with the following:

Deductions will be made for catchpits, etc.

Add the following to MK 8.1.1:

Payment shall include the provision of expansion joints as specified.

**MK 8.2 SCHEDULED ITEMS****PS MK 8.2.1 Concrete kerbing ..... Unit: m**

The rate shall include provision for expansion joints every 10m interval, neatly corked with polystyrene and sealed off to the approval of the engineer.

Rate will be include PS MK 3.2.3, PS MK 3.9, PS MK 5.2 and all other relevant amendments in the project specifications.

**PS MK 8.2.2 Concrete kerbing and channelling combined ..... Unit: m**

The rate shall include provision for expansion joints every 10m interval, neatly corked with polystyrene and sealed off to the approval of the engineer.

Rate will be include PS MK 3.2.3, PS MK 3.9, PS MK 5.2 and all other relevant amendments in the project specifications.

**PS MK 8.2.15 Street Name and Transition Kerbs ..... Unit: No**

The provisions of MK 8.2.1(b) shall apply mutatis mutandis.

Rate will be based on all relevant amendments in the project specifications.

**SANS 1200 MM : ANCILLARY ROADWORKS****MM 3 MATERIALS****MM 3.2 ROAD SIGNS****PS MM 3.2.1 General**

Add the following to MM 3.2.1:

All road signs and road markings shall be in accordance with the SA Road Traffic Signs Manual and as shown on the drawings.

No special breakaway devices are required.

**PS MM 3.2.2 Structural Steel**

Substitute the second paragraph of MM 3.2.2 with the following:

All structural steel, including steel tubes, shall have a hot-dip (galvanized) zinc coating that complies with the requirements of SABS 763 for coatings of type A1 or B1 articles, as applicable.

**MM 5 CONSTRUCTION****MM 5.2 ROAD SIGNS****PS MM 5.2.1.1 Supports**

All the supports for signboards shall be galvanised supports. Confirm with the engineer and the local authorities before any materials is purchased and delivered to site

**PS MM 5.2.1.6 Galvanizing**

Substitute the second paragraph of MM 5.2.1.6 with the following:

Galvanized mild steel supports for road signs shall be painted in accordance with PS MM 5.2.2.4.

**MM 5.2.2 Painting****PS MM 5.2.2.4 Painting of structural steelwork**

The provisions of MM 5.2.2.4 shall apply mutatis mutandis to the painting of galvanized surfaces, except for the following:

**a) Surface preparation**

Galvanized surfaces shall be thoroughly scrubbed down using an approved galvanized iron cleaning agent to remove all traces of the resin protective coating.

The surface shall be washed down and scrubbed to remove all traces of grease, oil, dirt, etc.;

**b) Priming**

Two coats of calcium plumbate primer shall be applied to a dry film thickness of at least 25 microns. The undercoat shall follow within one week after the priming.

**c) Finishing coat**

The colour of the finishing coat shall be dark grey, as specified in MM 3.2.8.2.

**MM 8 MEASUREMENTS AND PAYMENT****PS MM 8.3.8 Sign faces of 1.4mm thick chromadek steel plate including pedestal ..... Unit.: No**

Add the following to MM 8.3.8:

Rate will be based on all relevant amendments in the project specifications.

**PART C: HEALTH AND SAFETY PLAN**

Attached hereto is a generic specification. Under item A1.14 in the Bill of Quantities allowance is made for the appointment of the Employer's Health and Safety Agent at tender award stage.

## C3.5 Management

### CONTENTS

|              |                                                                         |           |
|--------------|-------------------------------------------------------------------------|-----------|
| <b>3.5.1</b> | <b>CONTRACT ADMINISTRATION</b>                                          | <b>56</b> |
| <b>3.5.2</b> | <b>LABOUR INTENSIVE CONSTRUCTION / PARTICIPATION OF TARGETED LABOUR</b> | <b>56</b> |
| <b>3.5.3</b> | <b>PARTICIPATION OF TARGETED ENTERPRISES</b>                            | <b>57</b> |

#### **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<sub>2L</sub>) 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<sub>2L</sub>).

##### **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<sub>2L</sub>) 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<sub>2E</sub>) 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<sub>2E</sub>). 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<sub>2E</sub>).

#### 3.5.3.2 Records

Credits towards achieving the minimum targeted enterprises contract participation goal (CPG<sub>2E</sub>) 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<sub>2E</sub>.

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 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<br>(list all Sub-contractors)                                             | B-BBEE Status Level of Sub-<br>contractor <sup>1</sup> | Total Value of Sub-<br>contract (Excl VAT) <sup>1</sup> | Value of Sub-contract<br>work to date<br>(Excl VAT) | Value of Sub-contract work to<br>Sub-contractors with a lower B-<br>BBEE Status Level than Prime<br>Contractor |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------|---------------------------------------------------------|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| Sub-contractor A                                                                                 |                                                        |                                                         |                                                     |                                                                                                                |
| Sub-contractor B                                                                                 |                                                        |                                                         |                                                     |                                                                                                                |
| Sub-contractor C                                                                                 |                                                        |                                                         |                                                     |                                                                                                                |
|                                                                                                  |                                                        |                                                         |                                                     |                                                                                                                |
|                                                                                                  |                                                        |                                                         |                                                     |                                                                                                                |
| <sup>1</sup> Documentary evidence to be provided<br>Total:<br>Expressed as a percentage<br>of P* |                                                        |                                                         |                                                     | %                                                                                                              |

**Signatures**

Contractor: .....

Date: .....

Engineer/  
Engineer's  
Representative: .....

Date: .....

## ANNEX 2

## Project Labour Report

| Project/Contract Name:                                         |      |         |                |                       |            | Budget: (tick one)                                                                                 |                | Capital                            | <input checked="" type="checkbox"/> | 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<br>(incl. allowance for escalation/excl. VAT):                              |                |                                    |                                     |                           |  |
| Month:                                                         |      |         |                |                       |            | Project Labour Intensity Target/<br>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 <sup>1</sup> | Total expenditure on wages in respect of targeted labour |
|--------------------------------------------------|-------------------------------------------------------------------|----------------------------------------|----------------------------------------------------------|
| Contractor                                       |                                                                   |                                        |                                                          |
| Sub-contractor A                                 |                                                                   |                                        |                                                          |
| Sub-contractor B                                 |                                                                   |                                        |                                                          |
|                                                  |                                                                   |                                        |                                                          |
|                                                  |                                                                   |                                        |                                                          |
|                                                  |                                                                   |                                        |                                                          |
| <sup>1</sup> Documentary evidence to be provided |                                                                   |                                        | Total:<br>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 <sup>1</sup> | Total expenditure (excl VAT) in respect of targeted enterprises |
|--------------------------------------------------|--------------------------------------------------------------------------|----------------------------------------|-----------------------------------------------------------------|
| Enterprise A                                     |                                                                          |                                        |                                                                 |
| Enterprise B                                     |                                                                          |                                        |                                                                 |
| Enterprise C                                     |                                                                          |                                        |                                                                 |
|                                                  |                                                                          |                                        |                                                                 |
|                                                  |                                                                          |                                        |                                                                 |
|                                                  |                                                                          |                                        |                                                                 |
| <sup>1</sup> Documentary evidence to be provided |                                                                          |                                        | Total:<br>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 (3<sup>rd</sup> 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:

