
CONTRACT DOCUMENT

FOR

TENDER NO: **01/2023**

IMPLEMENTATION OF THE ROAD ASSET MANAGEMENT PLAN FOR LANGEBERG MUNICIPALITY

(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 33 - 37 of this document.

TENDERER	
CONTACT PERSON	
TEL NO.	
FAX NO.	
TENDER AMOUNT (15% VAT Included)	
COMPLETION PERIOD (WEEKS)	

ISSUED BY:

LANGEBERG MUNICIPAL OFFICES
28 MAIN ROAD
ASHTON,
6715

CONTACT FOR TECHNICAL ENQUIRIES:

Wesley Williams
LATHISO Consulting Engineers (Pty) Ltd
6 Bowater Close
Melkbosstrand
7441
(084) 525 2977

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LANGEBERG MUNICIPALITY					
Bid Number:	T01/2023	Closing Date:	10 March 2023	Closing Time:	12:00
Description:	IMPLEMENTATION OF THE ROAD ASSET MANAGEMENT PLAN FOR LANGEBERG MUNICIPALITY				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM MBD7 (FORM OF OFFER AND ACCEPTANCE).					

Bid Response Documents may be Deposited in the Bid Box situated at:

LANGEBERG MUNICIPAL OFFICES
28 MAIN ROAD
ASHTON
6715

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
3. TOTAL NUMBER OF ITEMS OFFERED				4. TOTAL BID PRICE	
5. SIGNATURE OF BIDDER				6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	Wesley Williams	
CONTACT PERSON	SABELO NGCONGOLO		TELEPHONE NUMBER	084 525 2977	
TELEPHONE NUMBER	023 615 8000		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	wesleyw@lathiso.com	
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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 Bidders must ensure compliance with their tax obligations. 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status. 2.3 Application for the Tax Compliance Status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za. 2.4 Foreign suppliers must complete the pre-award questionnaire in part B:3. 2.5 Bidders may also submit a printed TCS certificate together with the bid. 2.6 In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS Certificate/Pin/CSD number. 2.7 Where no TCS is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

LANGEBERG MUNICIPALITY

TENDER NO. 01/2023

IMPLEMENTATION OF THE ROAD ASSET MANAGEMENT PLAN FOR LANGEBERG MUNICIPALITY

GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	Friday, 03 February 2023
ESTIMATED CIDB CONTRACTOR GRADING	:	7CE or Higher.
CLARIFICATION MEETING	:	A compulsory clarification meeting to be held on Friday, 17 February 2023 at 10:00.
VENUE FOR CLARIFICATION MEETING	:	Kommando Building, 04 Church Street, Robertson.
CLOSING DATE	:	Friday, 10 March 2023
CLOSING TIME	:	12:00
CLOSING VENUE	:	Tender Box at the Municipal Office (Entrance), 28 Main Road, Ashton, 6715.
VALIDITY PERIOD OF TENDER	:	120 days
TENDER BOX	:	The Tender Documents (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. The onus remains with the tenderer to ensure that the tender is placed in the correct tender box.

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C5	Drawings

Part T1: Tendering procedures

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**T1.1 TENDER NOTICE AND INVITATION TO TENDER**

TENDER NUMBER	01/2023
DESCRIPTION	Implementation of the Road Asset Management Plan for Langeberg Municipality
CLOSING DATE	10 March 2023
CLOSING TIME	12H00 (Bids will be opened in public at 28 Main Road, Ashton shortly after tender closing).
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 7CE or higher. 7CE or higher or who satisfy the criteria stated in the Tender Data may submit tender offers.
OBTAIN DOCUMENTATION	Tender Documents will be available and downloadable only from www.langeberg.gov.za from 03 February 2023
TECHNICAL ENQUIRIES	Mr. Wesley Williams wesleyw@lathiso.com
BIDDING PROCEDURE REQUIREMENT ENQUIRIES	Mr. S Ngcongolo Sngcongolo@langeberg.gov.za
SITE MEETING/ INFORMATION SESSION	A compulsory clarification meeting will be held on 17 February 2023 at 10:00 at the Municipal Offices, Kommando Building, 04 Church Street, Robertson. A map of the proposed project roads will be provided and prospective tenderers can visit the sites after the meeting. Bidders that fail to attend the compulsory clarification meeting will be disqualified. A representative may only represent one tenderer at this meeting.
BID RULES Bids may only be submitted on the bid documentation provided by the municipality and must remain valid for 120 days after bid closing. 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, 2022 that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452. Please take note of the responsiveness criteria as stipulated in the tender document. PROCUREMENT PREFERENCE POINT SYSTEM: 80/20 (50% of the 20 points will be allocated for location of the enterprise within the Langeberg municipal area).	

MR A EVERSON
ACTING MUNICIPAL MANAGER

T1.2 Tender Data

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

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

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

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

The Employer is the LANGEBERG MUNICIPALITY, represented by:

The Municipal Manager

F.1.2	Tender Documents: GCC
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Add the following:

"The following documents form part of this contract:

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

VOLUME 2: *The COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition), issued by the Committee of Transport Officials which the tenderer shall obtain himself.*

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

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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.

The Employer's Agent is: Lathiso Consulting Engineers (Pty) Ltd

Name: Mr. Braam Cilliers

Address: 6 Bowater Close, Melkbosstrand. 7441

Tel: (082) 870 0031

E-mail: braamc@lathiso.com

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.

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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 **Langeberg Municipality Supplier Database Registration**

Tenderers who wish to register on the Langeberg Municipality Supplier Database may collect registration forms from the Manager: Supply Chain Management, Langeberg Municipality, 28 Main Road, Ashton.

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 **7CE 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 repair and resurfacing projects (resurfacing including patch repair of existing roads with the use of local labour) successfully completed in the past 10 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

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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: 01/2023

Title of tender: IMPLEMENTATION OF THE ROAD ASSET
MANAGEMENT PLAN FOR LANGEBERG MUNICIPALITY

Sealed tenders with the Tenderer's name and address and the endorsement "**01/2023: IMPLEMENTATION OF THE ROAD ASSET MANAGEMENT PLAN FOR LANGEBERG MUNICIPALITY**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address. The tender box is open from Mondays until Thursdays from 07:45 until 17:00 and on Fridays from 07:45 until 15:45. 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:

T1.2

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 an **original** Tax Clearance Certificate and 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 Tax Clearance Certificate, 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 Tax Clearance Certificate to the Employer should any current Tax Clearance Certificate expire during the contract. Failure to do so may lead to the withholding of payment to the Contractor until a valid Tax Clearance Certificate 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, 2022.

Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2022. In the case of unincorporated entities, a verified scorecard in the name of the Consortium/Joint Venture must be submitted with the tender.

F.3 The Employer's undertakings**F.3.2 Issue Addenda***Add the following to F.3.2:*

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

F.3.4 Opening of tender submissions*Add the following to F.3.4.1:*

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

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

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

F.3.8 Test for responsiveness*Add the following to F.3.8:*

Tenders will be considered non-responsive if:

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

F.3.9 Arithmetical errors, omissions and discrepancies*Delete the contents of Subclauses F.3.9.2 to F.3.9.4 and replace with the following:*

F.3.9.2 Check responsive tender offers for:

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

F.3.9.3 Correct arithmetic errors in the following manner:

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

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

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

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

F.3.11 Evaluation of tender offers**F.3.11.1 General***Add the following:*

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

F.3.11.3 Method 2: Financial offer and preferences

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

Where N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7

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

F.3.11.7 Scoring Financial Offers

Add the following:

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

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

For this contract, the financial offers will be scored using **Formula 2 (Option 1)** where the value of W_1 is: **80** tender evaluation points. Up to a maximum of 100 minus W_1 namely **20** tender evaluation points will be awarded for Preference with responsive tenders scoring points in accordance with the **80 Financial /20 Preference** scoring criteria listed below. **50%** of the 20 preference points will be allocated to promote enterprises located in the Langeberg Municipal area.

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, 2022. 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 contributor¹

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

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

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

50% of the 20 preference points will be allocated to promote enterprise locality as follows:

Locality of supplier	Points
Within the boundaries of the municipality	10
Outside of the boundaries of the municipality	0

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:

- reasonableness of the financial offer
- reasonableness of unit rates and prices
- 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:

- 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;
- 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;
- the tenderer has not:
 - abused the Employer's Supply Chain Management System; or
 - failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
 - failed to perform on any previous contract and has been given a written notice to this effect;
- 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):

- 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

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decision or action, a written objection or complaint or query or dispute against the decision or action.

- b) Objections, complaints, queries and disputes must be submitted in writing to the Municipal Manager, Langeberg Municipality, 28 Main Road, Ashton, 6715.

F.3.13.3 **Appeals**

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

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

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

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

F.3.17 **Provide copies of the contract**

Add the following:

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

F.4 Additional Conditions of Tender

The additional conditions of tender are:

F.4.1 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 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 labour enhanced construction methods in order to provide low and semi-skilled work / employment opportunities.

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

F.4.5 Invalid tenders

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

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

F.4.6 Negotiations with preferred tenderers

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

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

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

F.4.7 General supply chain management conditions applicable to tenders

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

- a) has furnished the Employer with that provider's:
 - full name;
 - identification number or company or other registration number; and
 - tax reference number and VAT registration number, if any;
- b) has indicated whether:
 - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
 - whether a spouse, child or parent of the provider or of a director, manager, share holder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months; or

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- 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 be subject to contract price adjustment. 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,

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in circumstances where the tender had already been awarded, the right to cancel the contract.

- (f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

F.4.14 Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for BBBEE but should not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for BBBEE.

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

Level Verification Certificate for every separate bid.

Annex F
(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

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- 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

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evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations**F.2.1 Eligibility**

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

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

F.2.2 Cost of tendering

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

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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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 —SUBSTITUTE.

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals

and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

F3.9.2 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

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- (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 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.

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Price

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

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

where: N_{FO} is the number of tender evaluation points awarded for price.
 W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

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

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring functionality

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

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

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

where: S_O 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:

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

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:

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

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

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- 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)

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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. The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works, ports, harbours, airports and pipelines.
Electrical engineering works (Infrastructure)	EP	Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: a) relating to the generation, transmission and distribution of electricity; or b) which cannot be classified as EB.	Electrical power generation, transmission, control and distribution equipment and systems.	Power generation Street and area lighting Substations and protection systems Township reticulations Transmission Lines Supervisory control and data acquisition systems
Electrical engineering works (buildings)	EB	Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation	All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction	Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises

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

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

Part T2: Returnable Documents

Pages

T2.1	List of Returnable Documents	1
T2.2	Returnable Schedules	2 – 40

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

	Pages
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: TCS SARS COMPLIANCE STATUS PIN, BARGAINING COUNCIL 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 – 22
16: DECLARATION OF "IN THE SERVICE OF THE STATE"	23 – 24
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 Central 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
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Preferencing Schedule(s)

22: PREFERENCING SCHEDULE – B-BBEE STATUS LEVEL CONTRIBUTION PREFERENCE	33-37
23: SCHEDULE OF SPECIAL MATERIALS	38

T2.2 Returnable Schedules

Notes to tenderer:

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

SCHEDULE 1 : COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Address of enterprise:

.....

.....

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 3 : AUTHORITY OF SIGNATORY

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

Single Company, Close Corporation or Partnership

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

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

Mr/Ms (*Print Name*)

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

(*Print Company Name*).....

.....

Signed on behalf of Company :

In his/her capacity as :

Date :

Joint Ventures

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

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

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

Note :

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

SIGNED ON BEHALF OF TENDERER:

SIGNATURE OF SIGNATORY:

SCHEDULE 4 : SCHEDULE OF WORK EXPERIENCE

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. Tenderers must have successfully completed (please note that current incomplete projects will not be included in the evaluation) at least 3 projects of a similar scope and nature in the last 10 years.

This information is deemed to be material to the award of the Contract.

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

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

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

SIGNED ON BEHALF OF TENDERER:

.....

SCHEDULE 5 : SCHEDULE OF CONSTRUCTION EQUIPMENT

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

F1: CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE

DESCRIPTION, SIZE, CAPACITY	NUMBER

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:

.....

SCHEDULE 7 : SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

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.

MONTH	VALUE
1.	R
2.	R
3.	R
4.	R
5.	R
6.	R
7.	R
8.	R
9.	R
10	R
11	R
12	R
13	R
14	R
15	R
16(Final)	R
SUB TOTAL	R
CONTINGENCIES (10%)	R
SUB TOTAL	R
VAT (15%)	R
TOTAL (INCLUDING VAT 15%)	R

SIGNED ON BEHALF OF TENDERER:

.....

**SCHEDULE 8 : TCS SARS COMPLIANCE STATUS PIN, BARGAINING COUNCIL CERTIFICATE AND
MINIMUM WAGE DECLARATION**

(A) SARS TAX CCOMPLIANCE STATUS

Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayers' profile and tax status.

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.

Bidders may also submit a printed TCS certificate together with the bid (valid and original). In Bids where Consortia/Joint Venture/Sub-contractors are involved each party must submit a separate and Original Valid Tax Clearance Certificate.

Failure to submit proof of good standing with SARS (Tax Clearance Certificate) will result in the invalidation of the tender/bid. **Certified copies of the Tax clearance Certificate will not be acceptable.**

(B) BARGAINING COUNCIL CERTIFICATE OF COMPLIANCE

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

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

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

(C) DECLARATION IN RESPECT OF MINIMUM WAGE

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

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

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 9 : CONFIRMATION OF CONTRACTOR ENTERPRISE REGISTRATION**A. CENTRAL SUPPLIER DATABASE (CSD) 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 Central Supplier Database

COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER

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

B. CIDB CONTRACTOR REGISTRATION

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

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

COMPANY NAME	CIDB CONTRACTOR GRADING DESIGNATION	CRS REGISTRATION NUMBER AS APPLICABLE

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

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

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

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

SIGNED ON BEHALF OF TENDERER:

.....

SCHEDULE 10 : TENDERER'S BANKING DETAILS

BANKING DETAILS

The bidder must provide its banking details as follows:

Name of bank :

Contact person :

Branch Name :

Branch Number :

Account number :

Name of account holder :

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

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

Number of sheets, appended 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.

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

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

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

SIGNED ON BEHALF OF THE TENDERER:

SCHEDULE 13: HEALTH AND SAFETY PLAN

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 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:

SCHEDULE 14: PROPOSED AMENDMENTS AND QUALIFICATIONS BY THE TENDERER

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

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

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

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

PAGE	CLAUSE / ITEM	PROPOSAL / DESCRIPTION

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

SIGNED ON BEHALF OF TENDERER:

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

1. This Municipal Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be rejected if that bidder, or any of its directors have:-

- a abused the municipality's/municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- b been convicted for fraud or corruption during the past five years;
- c willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- d been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

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

T2.2

4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or to any other municipality/municipal entity, that is in arrears for more than 90 days?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality/ municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED

.....
(FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.
I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST
ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

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

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

.....

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

.....

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

.....

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

	Spouse	Child	Parent
Owner			
Director			
Manager			
Shareholder			

“in the service of the state” means to be –

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

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 TENDER NO. **01/2023 IMPLEMENTATION OF THE ROAD ASSET MANAGEMENT PLAN FOR LANGEBERG MUNICIPALITY**

in response to the invitation for the tender made by the Langeberg Municipality, do hereby make the following statements that I certify to be true and complete in every respect:

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

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender;
 or
 - (f) tendering with the intention not to win the tender;
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this invitation to tender relates;

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

T2.2

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

19.1.1 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.

19.2.1 Full Name of bidder or his or her representative:

19.2.2 Identity Number:.....

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

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

19.2.5 Tax Reference Number:

19.2.6 VAT Registration Number:

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

¹"State" means –

- 19.3.1 (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);
- 19.3.2 (b) any municipality or municipal entity;
- 19.3.3 (c) provincial legislature;
- 19.3.4 (d) national Assembly or the national Council of provinces; or
- 19.3.5 (e) Parliament.

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

T2.2

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

19.4.1 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:

.....

.....

19.4.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative

19.4.3 work outside employment in the public sector? YES / NO

19.4.4 If yes, did you attach proof of such authority to the bid document? YES / NO

19.4.5 (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

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

.....

.....

.....

19.4.7 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

19.4.8 If so, furnish particulars:

.....

.....

.....

19.4.9 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

19.4.10 If so, furnish particulars.

.....

.....

.....

19.4.11 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.

T2.2

.....

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

19.4.12.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Income Reference Number	T. State Employee 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

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 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:

.....

SCHEDULE 22: PREFERENCING SCHEDULE: B-BBEE STATUS LEVEL CONTRIBUTION PREFERENCE**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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, 2022.

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;

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.
- (c) Locality of the bidder (50% of the 20 points will be allocated to promote this goal as per table in paragraph 4.2).

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

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

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

1.6 Failure on the part of a bidder to submit proof of locality within the municipal area where the project is to take place, will be interpreted to mean that preference points for locality within the boundaries of the municipality are not claimed.

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

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- (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) **“prices”** 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. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

80/20

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 $P_{\min}$ = Price of lowest acceptable bid

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

- 4.1 In terms of the Preferential Procurement Regulations 2022, 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.2 Regarding par 4.1, 50% of the 20 points will be allocated to promote the locality of the bidder. Points will be allocated as follows:

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Locality of supplier	Points
Within the boundaries of the municipality	10
Outside of the boundaries of the municipality	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4, 4.1 AND 4.2

- 6.1 B-BBEE Status Level of Contributor:_____ = _____ (maximum of 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.
- 6.2 Locality of supplier:_____ = _____ (maximum of 10 points)
(Points claimed in respect of paragraph 4.2 must be in accordance with the table reflected in paragraph 4.2 and must be substantiated by relevant proof of B-BBEE status level of contributor)

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

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- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2022:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION (Bidder to append proof in the form of a municipal account)

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Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

SCHEDULE 24: SCHEDULE OF SPECIAL MATERIALS**Notes to tenderer:**

1. Refer to part C1.2 Contract Data where subclause 6.8 of the General Conditions of Contract has been amended.
2. Only net bitumen content of asphalt and bituminous products shall be subject to rise and fall and no account shall be taken of transport, emulsifiers, diluents or modifiers that may be supplied ex refinery or added later.
3. For the purpose of clarity when using this form, a supplier is any company (including refineries) that supplies to a tenderer a bituminous product that it manufactures using bitumen as the sole or blended ingredient in the product. A tenderer shall, in compliance with note 4 below, attach to this form a letter of supply from each supplier it intends using in the performance of the contract.
4. Tenderers shall append to this page the following information on a letterhead from their selected supplier:
 - the supplier's company registration and address details; and
 - the product range available including refinery from which the base bitumen is drawn; and
 - the net base bitumen type and content for each product; and
 - the supply price (excluding VAT and any discounts but including all other obligatory taxes and levies) to the tenderer for the net bitumen base content of each product; and
 - the date from which the supply prices apply.
5. Rise and fall adjustments shall only be made upon receipt by the engineer of the appropriate letters of supply in compliance to note 4 above, but with the changed supply prices and date of application, as well as reasons for the changes.
6. A change of supplier may be permitted, but only upon application to the engineer with the appropriate letters of supply in compliance to Note 4 above and approval thereof.
7. Non-disclosure of reduction in supply prices shall be deemed a contractor's deliberate action to defraud the Employer and grounds for the Employer, at its sole discretion, to terminate the contract.

Each material dealt with as a special material in terms of GCC clause 6.8 as amended is stated in the list below. The rates and prices for the special materials shall be furnished by the tenderer as an attachment to this Schedule 24, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies.

SPECIAL MATERIAL	UNIT*	RATE OR PRICE FOR THE BASE MONTH
Bitumen (Net bitumen content) • 50/70 Penetration grade • 70/100 Penetration grade	Ton	As stated on supplier's letter attached to this form.

*Indicate whether the material will be delivered in bulk or in containers.

SIGNED BY TENDERER:

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 Central Suppliers Database, if they wish to conduct business with the Langeberg Municipality.
- b) 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 of 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.
- h) Persons aggrieved by decisions or actions taken in the implementation of this supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action.
- i) **Inducements, rewards, gifts and favours to municipalities, officials and other role players**
 - i) No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may either directly or through a representation intermediary promise, offer or grant any inducement or reward to the Langeberg Municipality for or in connection with the award of a contract;
 - ii) The accounting officer must promptly report any alleged contravention of subparagraph (1) to the National Treasury for considering whether the offending person, and any representative or intermediary through which such person is alleged to have acted, should be listed in the National Treasury's database of persons prohibited from doing business with the public sector.
- j) The bid must be properly received in a sealed envelope. The outside of the envelope must clearly indicate the quotation number and title (refer to invitation to bid for further details regarding submission)
- k) The bid must be deposited in the relevant quotation box as indicated in the invitation to bid (MBD1) on or before the closing date and time of the bid. **Telephonic, facsimile, electronic/ emailed and late bids will not be accepted.**

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- l) Bids shall be declare invalid, and shall be endorsed and recorded as such in the bid opening record by the responsible official to open the bid, in the following instances:
 - i. If the bid is not sealed;
 - ii. if the bid including the bid price amount, where applicable is not submitted on the official pricing schedule;
 - iii. if the bid is not completed in non-erasable ink; or
 - iv. if the name of the bidder is not stated, or is indecipherable
- m) A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount.
- n) The official bid document must be fully completed in indelible ink. Where information requested does not apply to the bidder and the space is left blank, the bidder must provide written clarification.
- o) All requested relevant and/ or additional documentation such as compliance certificates, professional registration, artisan qualification, etc., must be attached behind the bid document.
- p) Bidders must submit a certified statement signed by the bidder declaring that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 90 days.
- q) The bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Municipal Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).
- r) If the entity submitting a bid is a joint venture or consortium or partnership, each party to that formation must submit all the above information.
- s) The bidder must adhere to the pricing instructions. **All prices must be exclusive of Value Added Tax (VAT)**
- 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 2022
- 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.

Part C1: Agreements and Contract Data

Pages

C1.1	Form of Offer and Acceptance (Agreement)	1 – 5
C1.2	Contract Data	6 – 19
C1.3	Form of Guarantee	20 – 22
C1.4	Occupational Health and Safety Agreement	24 – 25
C1.5	Protection of the Environment Declaration.....	26
C1.6	Insurance Broker’s Warranty	27
C1.7	Contract of Temporary Employment as Community Liaison Officer	28-29

C1.1 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:

TENDER NO. 01/2023: IMPLEMENTATION OF THE ROAD ASSET MANAGEMENT PLAN FOR LANGEBOURG MUNICIPALITY

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 Tenderer, 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);
RRand (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: Date:

Name:

For official use.

INITIALS OF MUN. OFFICIALS AT TENDER OPENING

1.

2.

3.

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:

LANGERBERG 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	
		
		
		

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed fully completed

C1.1

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. COTO Draft Standard 2020

1.2.1 SPECIAL CONDITIONS OF CONTRACT

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

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

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

1.1 Definitions

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

1.2 Interpretations

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

C1.2

- 1.2.6 Any act or communication, including but not limited to "accept, agree, appoint, approve, certify, decide, delegate, dispute, elect, grant, inform, instruct, issue, notice, object, order, record, refuse, request, require, state, dispute, call for" and their derivatives indicate an act to be carried out in writing.

1.4 Non Variation Clause

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

2.4 Ambiguity or discrepancy

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

2.5 Assignment

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

3.1 Qualifications of the Employer's Agent

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

3.2 Functions of the Employer's Agent

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

4.1 Extent of obligations and liability

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

4.2 Employer's Agent's instructions

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

4.3 Legal provisions

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

4.12 Contractors Superintendence

- 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

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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

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become float in terms of Clause 5.6.2 of the GCC 2015 (3rd Edition). The float shall belong to the project and shall only be taken up on prior approval by the Employers Agent.

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

January	2 days
February	3 days
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.

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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 be subject to contract price adjustment in accordance with Clause 6.8 of the General Conditions of Contract.
If special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.
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 for "Concrete works" and/or "Roads and earthworks":

The value of "x" is 0,10.

The values of the coefficients for "Concrete works" are:

a = 0,25 b = 0,15 c = 0,55 d = 0,05

The values of the coefficients for "Roads and earthworks" are:

a = 0,21 b = 0,27 c = 0,42 d = 0,10

The base month is one month prior to the month in which the tender closed

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

"L" is the "Labour Index" and shall be the Consumer Price Index (CPI) for "All items (CPI Headline)", as published in the Statistical News Release, P0141: Table A – Consumer Price Index: Main Indices of Statistics South Africa.

"P" is the "Plant Index" and shall be the Construction Materials Price Index for "Plant and Equipment" as published in the Statistical News Release P0151.1, Table 4 – Mining and construction plant and equipment price index of Statistics South Africa..

"M" is the "Materials Index" and shall be the Construction Materials Price Index for selected materials, Materials for "Civil Engineering material – roads, general (excluding bitumen)," as published in the Statistical News Release P0151.1, Table 6 – Civil engineering material price indices of Statistics South Africa

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"F" is the "Fuel Index" and shall be the Producer Price Index (PPI) for "Coal and Petroleum Products - Diesel", as published in the Statistical News Release P0142.1: Table 1 –PPI for final manufactured goods of Statistics South Africa.

The amount "Ac" shall be sub-divided into Ac_1 and Ac_2 , as appropriate, and each of these shall be multiplied by its Contract Price Adjustment Factor (CPAF), with the resultant amounts added together to produce the adjustment as envisaged in the CPA Schedule:

where

Ac_1 is the proportion of Ac applicable to "Concrete works", and
 Ac_2 is the proportion of Ac applicable to "Roads and earthworks"

and where

$Ac_1 = T_1 - S_1 - D_1 - E_1 - G_1 - Ap_1$, and
 $Ac_2 = T_2 - S_2 - D_2 - E_2 - G_2 - Ap_2$

in which formulae the values associated with the symbols T_1 and T_2 ... Ap_1 and Ap_2 shall be applicable to the proportions of T_1 ... Ap_1 in "Concrete works" and "Roads and earthworks", respectively.

Furthermore, the value of the General Items shall be proportional to the value of work done and materials on Site in T_1 and T_2 respectively.

- 6.8.3: Price adjustment for variations in the cost of special materials is provided for in the Schedule 23: Schedule of Special Materials under T2.2 Returnable Schedules.

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

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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.

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10.1.1.2 If, by reason of the nature and circumstances of the claim, the Contractor cannot reasonably comply with all or any of the provisions of Clause 10.1.1.1.1 to 10.1.1.1.4 to deliver a claim within the said period of 28 days, he shall:

10.1.1.2.1 within the said period of 28 days issue a further notice referring to the relevant notice in terms of Clause 10.1.2 and confirming his intention to make the claim and comply with such of the requirements of Clause 10.1.1.1.1 to 10.1.1.1.4 as he reasonably can, and

10.1.1.2.2 As soon as practicable, comply with such of the requirements of Clause 10.1.1.1.1 to 10.1.1.1.4 as have not yet been complied with.

10.1.1.3 If the circumstance, event, act or omission relating to the claim are of an ongoing nature:

10.1.1.3.1 the Contractor shall, within 14 days after the commencement of each circumstance, event, act or omission giving rise to such a claim, deliver to the Employer's Agent a written notice of his intention to submit a claim, referring to this Clause and setting out the particulars of the circumstance, event, act or omission. Provided that the additional payment or compensation or delay that occurred before 14 days prior the date on which the notice in terms of this clause was delivered, shall be deemed to be covered by the rates and/or prices set out in the Pricing Data and the time stated in the Contract Data relating to Clause 5.5.1

10.1.1.3.2 The Contractor shall, in addition to delivering the said further notice within 28 days in terms of Clause 10.1.1.2.1, each month deliver to the Employer's Agent, in writing, updated particulars required in terms of Clause 10.1.1.1.1 to 10.1.1.1.4 and, within 28 days after the end of the circumstance, event, act or omission deliver his final claim.

10.1.2 The Contractor shall issue an early warning notifying to the Employer's Agent as soon as he becomes aware of any circumstance, event, act or omission which could:

10.1.2.1 Increase the Contract Prices,

10.1.2.2 Delay Practical Completion, or

10.1.2.3 Impact on the quality or

10.1.2.4 Impair the performance of the Works in use

10.1.3.6 The Employer, the Employer's Agent and the Contractor shall not in any proceedings in accordance with Clauses 10.3 to 10.11 be entitled to give or lead evidence of or rely on any fact or circumstance not recorded in terms of this Clause.

10.1.4 If, in respect of any claim to which this Clause refers, the Contractor fails to deliver his claim within the 28 day claim period in terms of Clause 10.1.1.1 or does not deliver a further notice within the period of 28 days in terms of Clause 10.1.1.2.1 or does not deliver his final claim within 28 days after the circumstance, event, act or omission ceased in terms of Clause 10.1.1.3.2, the Due Completion Date shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged all liability in connection with the claim.

Provided that failure by the Contractor to give an early warning notice in terms of Clause 10.1.2 which an experienced Contractor could have given, the claim shall be assessed by the Employer's Agent and the ruling in terms of Clause 10.1.5 shall be taken into account the lack of mitigation measures employed due the lack of such early warning notice.

10.1.5 Unless otherwise provided in the Contract, the Employer's Agent shall within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1, give effect to Clause 3.1.2 and deliver to the Contractor and the Employer his written and adequately reasoned ruling on the claim referring specifically to this Clause. The amount thereof, if any, allowed by the Employer's Agent shall be included to the credit of the Contractor the next payment certificate. Where the Employer's Agent fails to make a ruling within such 28 days the claim shall be deemed to be refused;

Provided that:

10.1.5.1 The said period of 28 days may be extended if so agreed between the Contractor and the Employer's Agent prior to the expiry of such 28 days, and

10.1.5.2 Any amount that has been established to the satisfaction of the Employer's Agent, before his ruling on the whole claim, shall be included to the credit of the Contractor in the next payment certificate.

10.3.1 Any dispute of whatsoever nature arising out of this Contract concerning any of the rights and/or obligations of any party thereto, either during the currency of the Contract or after the completion thereof, including any dispute as to the validity of the Contract, shall be referred to adjudication in terms

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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.

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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	15 months – inclusive of the 14-day period referred to in Clause 5.3.2 and inclusive of non-working days referred to in Clause 5.8.1, but exclusive of special non-working days.
Name of Employer	1.1.1.15	Langeberg Municipality
Name of Employers Agent	1.1.1.16	Lathiso Consulting Engineers (Pty) Ltd
Address, telephone and fax number of Employers Agent	1.2.1.2	6 Bowater Close, Melkbosstrand, 7441 Tel. (084) 525 2977
Address, telephone and fax number of Employer	1.2.1.2	28 Main Road, Asthon, (tel) 023 615 8000, (fax) 023 615 1563
The Pricing Strategy	1.1.1.26	Re-measurement Contract
Health and Safety Plan	5.3.1	Within 14 days after Commencement Date
Initial programme	5.3.1	Within 14 days after Commencement Date
The agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (no. 85 of 1993) and the Construction Regulations Promulgated there under must be signed	5.3.1	Within 14 days after Commencement Date
Time within which Performance Guarantee (Security) must be provided	5.3.1	Within 14 days after Commencement Date
Time within which Insurance must be provided	5.3.1	Within 14 days after Commencement Date
Letter of Good Standing from the Compensation Commissioner	5.3.1	Within 14 days after Commencement Date
Time to submit documentation before commencement of the Works is	5.3.2	14 days
Non-working days	5.8.1	The special non-working days are: (1) All gazetted public holidays falling outside the year end break. (2) The year end break commencing as published by SAFCEC The following conditions apply: a) No work allowed after 18:00 on weekdays. b) Working times for Saturdays are 08:00 - 14:00. c) No work allowed on Sundays, Public Holidays and year end break as published by SAFCEC. d) Approval for work outside of normal working hours to be obtained from Employer. Penalty for the transgression of above conditions is R 5 000/transgression.

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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 Retention of 10% of the value of the Works
The percentage allowance on the net cost of materials actually used in the completed works is	6.5.1.2.3	5%
Percentage advance on materials not yet built into the Permanent Works is	6.10.1.5	80% of value of materials on site or value of the MOS Guarantee submitted and approved, whichever is the lesser amount. Proof of payment for material must be submitted (before the MOS will be certified) or alternatively a MOS guarantee may be provided (at the Contractor's cost).
Limit of retention money	6.10.3	Ten percent (10%) of the contract sum
The value of Plant and materials supplied by the Employer to be included in the insurance sum is	8.6.1.1.2	Not Required
The amount to cover professional fees for the repairing damage and loss to be included in the Insurance sum	8.6.1.1.3	15% of the Contract Sum
Limit of indemnity or liability insurance required	8.6.1.3	R 10 000 000-00 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. 01/2023: IMPLEMENTATION OF THE ROAD ASSET MANAGEMENT PLAN FOR LANGEBERG MUNICIPALITY**

"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.

C1.3

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.

C1.3

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)

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently approved for issue of contract guarantees to the Langeberg 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.
Renasa Insurance Company Ltd.
Santam Limited
Zurich Insurance Co.

C1.4 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE LANGEBERG MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

.....
(Contractor/Mandatary/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 aton the.....day of.....20....

Witness

Mandatary

Signed aton 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.

C1.5 Protection of the Environment Declaration

PROTECTION OF THE ENVIRONMENT DECLARATION

The Contractor will not be given right of access to the Site until this form has been signed

TENDER NO.: 01/2023

CONTRACT TITLE: IMPLEMENTATION OF THE ROAD ASSET MANAGEMENT PLAN FOR LANGEBERG MUNICIPALITY

I/ we,.....{Contractor} record as follows:

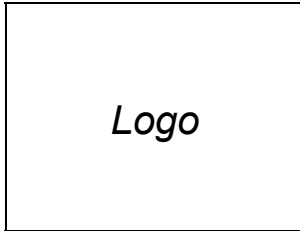
1. I/ we, the undersigned, do hereby declare that I/ we am/ are aware of the increasing requirement by society that construction activities shall be carried out with due regard to their impact on the environment.
2. In view of this requirement of society and a corresponding requirement by the Employer with regard to this Contract, I/ we will, in addition to complying with the letter of the terms of the Contract dealing with protection of the environment, also take into consideration the spirit of such requirements and will, in selecting appropriate employees, plant, materials and methods of construction, in-so-far as I/ we have the choice, include in the analysis not only the technical and economic (both financial and with regard to time) aspects but also the impact on the environment of the options. In this regard, I/ we recognise and accept the need to abide by the "precautionary principle" which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive construction approach in the face of uncertainty with regard to the environmental implications of construction.
3. I/ we declare that I/ we have read and understood the contents of the Environmental Management Programme (which is comprised of the Environmental Management Specification and its Annexures) for this Contract, and that I/ we understand my/our responsibilities in terms of enforcing and implementing the Environmental Management Programme. I/ we also declare that I/ we have made appropriate provision in my/ our pricing of the Bills of Quantities items for the Environmental Management Programme.
4. I/ we acknowledge and accept the right of the Employer to deduct, should he so wish, from any amounts due to me/ us, such amounts (hereinafter referred to as fines) as the Employer's Agent shall certify as being warranted in view of my/ our failure to comply with the terms of the Contract dealing with protection of the environment, subject to the following:
 - 4.1 The Employer's Agent, in determining the amount of such fine, shall take into account, *inter alia*, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/noncompliance, the extent of the Contractor's overall compliance with environmental protection requirements and, in particular, the extent to which he considers it necessary to impose a sanction in order to eliminate/reduce future occurrences
 - 4.2 The Employer's Agent shall, with respect to any fine imposed, provide me/ us with a written statement giving details of the offence, the facts on which the Employer's Agent has based his assessment and the terms of the Contract (by reference to the specific clause) which has been contravened.

Signed
CONTRACTOR

Date.....

C1.6 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

LANEGERG MUNICIPALITY
Municipal Manager
28 Main Street
Ashton
6715

Dear Sir

CONTRACT NO.: 01/2023

CONTRACT TITLE: IMPLEMENTATION OF THE ROAD ASSET MANAGEMENT PLAN FOR THE
LANEGERG MUNICIPALITY

NAME OF CONTRACTOR: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the LANEGERG MUNICIPALITY with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed:

For: _____

C1.7 Contract of Temporary Employment as Community Liaison Officer

Construction Contract No.:

PROJECT

AGREEMENT made between the CONTRACTOR and the Community Liaison Officer, hereafter referred to as the CLO, for the appointment and employment of a CLO for the duration of the work in respect of the above named construction contract.

1. THE PARTIES HAVE AGREED THAT

The CLO will be employed by the CONTRACTOR on a temporary basis for the duration of the work from the date of signing this agreement to the date of practical completion as defined in the Contract, subject to all the conditions set out below.

2. THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:

1. to keep the community informed on the progress of the project;
2. to keep the Contractor informed on relevant Community affairs and possible grievances;
3. to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
4. to assist the Contractor's supervisory staff in the management of the workers.

3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be R360.00 per working day. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

- 3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.
- 3.2 Maximum hours of work:
 - (i) 9¼ hours per day
 - (ii) 45 hours per week;
 - (iii) 5 days per week;
 - (iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
 - (v) A spread-over period of 12 hours.
- 3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within the control of the Contractor.
- 3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.

If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.

If the site works later than 1 p.m., the CLO will be paid the full daily wage.

- 3.5 Workers and the CLO will not be permitted to work under conditions of:
 - (i) undisciplined or unruly behaviour;
 - (ii) insubordination to Team Leader, Supervisors or Management;
 - (iii) abuse of intoxicating substances;
 - (iv) criminal actions by the employee;

C1.7

(v) strike action or political stayaways.

3.6 Workers, including the CLO, may be dismissed after two official written warnings for the following behaviour:

- (i) undisciplined or unruly behaviour;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) wilful or negligent damage to or loss of machines or equipment.

The Contractor shall ensure that he has statements from at least two witnesses concerning any of the above situations.

The Contractor shall inform the CLO within 24 hours of any warning issued to workers employed from the Job-Seekers Database.

3.7 The CLO will be paid on a Friday afternoon every two weeks, one week in arrears.

3.8 The CLO shall be given a statement with each payment on which is recorded:

- (i) the name of the Contractor;
- (ii) the CLO's name;
- (iii) the number of days worked by the CLO;
- (iv) the rate per day;
- (v) the details of any deductions made;
- (vi) the actual amount paid to the CLO.

3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.

3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.

3.11 The Contractor must give the CLO at least one week's notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.

3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

4. TERMINATION OF AGREEMENT

4.1 If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

5. THE CONDITIONS OF THIS AGREEMENT

5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

6. THUS AGREED AND SIGNED BY THE PARTIES:

Contractor:

Community Liaison officer:

Date:

Part C2: Pricing Data

Pages

C2.1	Pricing Instructions.....	1 – 2
C2.2	Bill / Schedule of Quantities	3 – 26

C2.1

C2.1 Pricing Instructions

C2.1.1 Measurement and payment shall be in accordance with the relevant provisions of Chapter 1, Section C1.1 of the COTO Standard Specification for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition) or as amended in the Scope of Works.

C2.1.2 The units of measurement described in the Pricing Schedule are metric units. Abbreviations used in the Pricing Schedule are as follows:

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

C2.1.3 For the purpose of the Pricing Schedule, the following words shall have the meanings assigned to them:

Unit:	The unit of measurement for each item of work as defined in the COTO Standard Specification for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition).
Quantity:	The number of units of work for each item.
Rate:	The payment per unit of work for which the Service Provider tenders to do the work.
Amount:	The product of the quantity and the rate tendered for an item.

C2.1.4 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

C2.1.5 It will be assumed that prices included in the Pricing Schedule 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.sabs.co.za for information standards)

C2.1.6 The prices and rates in the Pricing Schedule are fully inclusive prices for the work described under the 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. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out. The Contractor shall submit to the Engineer within 28 days after the Commencement Date a full breakdown of all rates. The rates are to be clearly referenced to the relevant payitem numbers,

C2.1

with each rate broken down into its labour, materials, plant, fuel, overhead charges and profit components.

- C2.1.7 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.
- C2.1.8 A single lump sum will apply should a number of items be grouped together for pricing purposes.
- C2.1.9 The quantities set out in the Pricing Schedule 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 Pricing Schedule.
- C2.1.10 Reasonable compensation will be received where no payitem appears in the Pricing Schedule in respect of work required in terms of the Contract and which is not covered in any other payitem.
- C2.1.11 The short descriptions of the items of payment given in the Pricing Schedule 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.
- C2.1.12 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the COTO Standard Specification for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition). Where a standard COTO payitem is amended or a new payitem added, the item number is preceded by the letter "P" in the Pricing Schedule.
- C2.1.13 The pricing schedules are provided electronically. A printout of the entire completed pricing schedule must be signed and scanned and saved in .pdf format, and an electronic copy of the priced pricing schedule must be saved in Excel format and the printed copy bound. In the event of any discrepancy between the signed .pdf copy, and the electronically submitted copy in Excel format and the printed hard copy, the tender rates in the printed hard copy will govern. The item numbers and description of the printed hard copy document will govern. For all addenda issued relating to the pricing schedule, the item numbers, description and quantities of the issued document will govern.

C2.2 Bill of Quantities

CONTENTS

BILLS / SCHEDULES OF QUANTITIES

- A: PRELIMINARY AND GENERAL
- B: ACCOMMODATION OF TRAFFIC
- C: TRAINING, COACHING, GUIDANCE, MENTORING AND ASSISTANCE
- D: WORKS ITEMS: ASHTON ROADS
- E: WORKS ITEMS: BONNIEVALE ROADS
- F: WORKS ITEMS: MONTAGU ROADS
- G: WORKS ITEMS: ROBERTSON ROADS
- H: TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP

SCHEDULE A

PRELIMINARY AND GENERAL

C1.2 GENERAL REQUIREMENTS AND PROVISIONS

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMT
C1.2.1		Environmental Management				
	C1.2.1.1	Monitoring of compliance with and reporting on the EMP	month	15		
C1.2.2		Programming and Reporting				
	C1.2.2.1	Submission of a Scheme 1 Programme	lump sum	1		
	C1.2.2.2	Reviewing and updating a Scheme 1 Programme	month	15		
C1.2.4		Stakeholder liaison	month	15		
C1.2.5		Safety				
	C1.2.5.1	Health and safety plan	lump sum	1		
	C1.2.5.2	Implementation of health and safety plan	month	15		
C1.2.6		Work adjacent to properties				
	C1.2.6.2	Preventive and/or mitigation measures	prov sum	1	R 75 000.00	R 75 000.00
	C1.2.6.3	Handling cost, profit and all other charges in respect of item C1.2.6.2	%	R75 000.00		
C1.2.8		Dayworks				
	C1.2.8.1	Personnel				
	(a)	Unskilled labourer	h	50		
	(b)	Semi-skilled labourer	h	20		
	(c)	Skilled labourer	h	20		
	(d)	Gang leader	h	20		
	(e)	Foreman	h	10		
	C1.2.8.2	Construction equipment				
	(a)	Motor grader (Up to 100kW and 12 tons mass)	h	15		
	(b)	Vibratory roller (min 7 ton)	h	15		
	(e)	Tractor loader backhoe	h	15		
	(g)	Compressor (4 m ³ /min capacity)	h	15		
	(h)	Tipper Truck (6 m ³)	h	15		
	C1.2.8.3	Vehicles (<i>specify size</i>)				
	(a)	Light delivery vehicle (1 ton)	km	2000		
	(b)	Flatbed truck (8 ton)	km	1000		
	C1.2.8.4	Materials				
	(a)	Procurement of materials	prov sum	1	R 50 000.00	R 50 000.00
	(b)	Contractor's handling costs, profit and all other charges in respect of item C1.2.8.4(a)	%	R50 000.00		
PC1.2.10		Dispute Adjudication Board				
	C1.2.10.1	Employer's contribution to DAB (50%)	PC sum	1	R 50 000.00	R 50 000.00
TOTAL CARRIED FORWARD TO SUMMARY						

**C1.3 CONTRACTOR'S SITE ESTABLISHMENT
AND GENERAL OBLIGATIONS**

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMT
PC1.3.1		The Contractor's general obligations				
	C1.3.1.1	Fixed obligations	lump sum	1		
	C1.3.1.2	Value-related obligations	lump sum	1		
	C1.3.1.3	Time-related obligations	month	15		
C1.3.2		Contract sign boards	m ²	48		
TOTAL CARRIED FORWARD TO SUMMARY						

C1.4 FACILITIES FOR THE ENGINEER

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMT
C1.4.1		Site accommodation				
	C1.4.1.1	Offices and conference room	m ²	16		
	C1.4.1.6	Car ports	No.	1		
	C1.4.1.7	Ablution unit (<i>equipped as specified</i>)	No.	1		
C1.4.3		Items measured by number				
	C1.4.3.2	Office chair	No.	6		
	C1.4.3.5	Office desk with 3 drawers (<i>at least one lockable drawer</i>)	No.	1		
	C1.4.3.8	Conference table	No.	1		
	C1.4.3.11	General purpose steel cabinet with shelves	No.	1		
	C1.4.3.13	220/250 volt power outlet plug point	No.	2		
	C1.4.3.16	Single 1500mm, 22 watt LED tube ceiling light	No.	2		
	C1.4.3.19	Wash-hand basin	No.	1		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE B

ACCOMMODATION OF TRAFFIC

C1.5 ACCOMMODATION OF TRAFFIC

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMT
C1.5.1		Accommodation of pedestrian and non-motorised traffic				
	C1.5.1.1	Accommodation of pedestrian and non-motorised traffic	month	15		
C1.5.2		Accommodation of vehicular traffic	month	15		
C1.5.3		Liaison with traffic authorities	month	15		
C1.5.7		Temporary traffic control facilities				
	C1.5.7.1	Delineators including mounting bases and ballast:				
	(a)	Single sided, reversible left or right (600mm)	No.	400		
	(b)	Double sided, reversible left or right (600mm)	No.	400		
	(c)	Moveable Barrier	m	80		
	C1.5.7.2	Traffic cones, minimum height 450mm	No.	200		
	C1.5.7.3	Flagmen	man-shift	2000		
	C1.5.7.4	Traffic controllers	man-shift	1500		
C1.5.7.5		Provision of illuminated traffic signs:				
	(b)	Flashing LED illuminated arrow board	No.	12		
	(c)	Illuminated road sign – R & TR series (900mm diameter)	No.	12		
C1.5.7.6		Maintenance of illuminated traffic signs:				
	(b)	Flashing LED illuminated arrow board	month	15		
	(c)	Illuminated road sign – R & TR series (900mm diameter)	month	15		
C1.5.8		Traffic safety officer	man-month	15		
C1.5.11		Provision of safety equipment for visitors				
	C1.5.11.1	Provision of reflective safety vests for visitors	No.	10		
C1.5.12		Additional traffic accommodation facilities ordered by the Engineer:				
	C1.5.12.1	Provision of additional traffic accommodation facilities	Prov sum	1	R 100 000	R 100 000.00
	C1.5.12.2	Handling cost, profit and all other charges in respect of item C1.5.12.1	%	R 100 000		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE C

TRAINING, COACHING, GUIDANCE, MENTORING AND ASSISTANCE

COMMUNITY LIAISON

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMT
C1.8		TRAINING, COACHING, GUIDANCE, MENTORING AND ASSISTANCE				
	C1.8.1	Stakeholder and Community Liaison and Social Facilitation (CLO)	month	15		
	C1.8.2	Tender Process for Targeted Enterprises	lump sum	1		
	C1.8.3	Training, coaching, guidance, mentoring and assistance				
	(a)	Training costs	prov sum	1	R 100 000	R 100 000
	(b)	Handling costs and profit in respect of subitem C1.8.3(a)	%	R 100 000		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE D

WORKS ITEMS: ASHTON ROADS

1.
ASHTON

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMT
C3.3		CONCRETE KERBING				
C3.3.1		Concrete kerbing:				
	C3.3.1.1	Prefabricated kerbing to SABS 927 as per Dwg No 2022-02-RDS-009				
	(a)	Barrier kerb (BK2) with 20 Mpa concrete bedding/backing	m	200		
C3.3.2		Concrete kerbing-channeling combination:				
	C3.3.2.1	Prefabricated kerbing-channeling to SABS 927 as per Dwg No 2022-02-RDS-009				
	(a)	Barrier kerb (BK2) & Channel (C1) with 20 Mpa concrete bedding/backing	m	200		
	(b)	Mountable kerb & Channel (CK5) combination with 20 Mpa concrete bedding/backing	m	1000		
C3.3.3		Extra over items C3.3.1 and C3.3.2 for concrete kerbing or concrete kerbing and channeling on curves				
	C3.3.3.1	On curves of radii more than or equal to 5,0m but less than 20m	m	200		
C3.3.16		Demolition and removal of Kerbs	m ³	30		
C4.3		EXISTING ROAD MATERIALS				
C4.3.3		Removal of bituminous seal surfacing (thickness not exceeding 30mm)	m ²	4000		
C4.3.5		Providing the milling machine on the site				
	C4.3.5.1	Small milling machine with a cutting width of 1,2m or smaller	No.	1		
C4.4.4		Cementitious stabilising agents				
	C4.4.4.1	Cement (CEM II 32.5N)	ton (t)	17		
C5.5.12		Removal of surplus material from site	m ³	400		
C5.5		RECONSTRUCTION OF PAVEMENT LAYERS				
C5.4.2		In-situ reconstruction of a pavement layer using conventional construction equipment to construct a stabilised subbase layer				
	C5.4.2.1	Chemically stabilised subbase layer compacted to 97% of MDD:				
		Using non-cemented material compacted to 100mm thick	m ³	400		
C6.2		SEGMENTAL BLOCK PAVING LAYERS				
C6.2.1		Segmental block paving				
	C6.2.1.1.	Concrete block paving to SABS 1058				
	(a)	Class 1: 40/2.6, SA interlocking pavers				

C2.2

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMT
	(i)	80mm thick	m ²	4000		
C6.2.2		Cast in-situ concrete edge and intermediate beams (Class C30-20)	m ³	20		
C8.8		PATCHING AND EDGE BREAK REPAIRS				
C8.8.2		Excavation in existing pavements for patching (non-milling)				
	C8.8.2.3	Other layers (Gravel Materials)				
	(b)	Exceeding 10 m ² but not exceeding 50 m ² including for edge repairs wider than 250mm	m ³	40		
C8.8.4		Backfilling of excavations for patching with:				
	C8.8.4.2	Bitumen Stabilised Material (Course Slurry or Slurrybound Macadam) for a patch with a surface area:				
	(b)	Exceeding 10 m ² but not exceeding 50 m ² including for edge repairs wider than 250mm	m ³	40		
C9.1		ASPHALT LAYERS				
C9.1.3		Application of bond coat				
	C9.1.3.2	Stable-grade 30% net bitumen emulsion using a portable pressure sprayer	litre (ℓ)	7000		
C10.1		GENERAL REQUIREMENTS FOR SURFACE TREATMENTS				
C10.1.21		Slurry and microsurfacing:				
	C10.1.21.1	Conventional slurry (Stable Grade 60%emulsion , Coarse Grade-Type 2 aggregate) Applied by hand	m ³	50		
C11.7		ROAD MARKINGS AND ROAD STUDS				
C11.7.1		Road marking:				
	C11.7.1.15	Labour enhanced hand operated pressure applied machine white lines broken or unbroken (Waterborne 100mm)	km	0.5		
	C11.7.1.16	Labour enhanced hand operated pressure applied machine yellow lines broken or unbroken (Waterborne 150mm)	km	0.5		
	C11.7.1.18	Labour enhanced hand operated pressure applied machine white lettering and symbols (Waterborne)	m ²	10		
	C11.7.1.19	Labour enhanced hand operated pressure applied machine yellow lettering and symbols (Waterborne)	m ²	10		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE E

WORKS ITEMS: BONNIEVALE ROADS

2. BONNIEVALE

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMT
C3.3		CONCRETE KERBING				
C3.3.1		Concrete kerbing:				
	C3.3.1.1	Prefabricated kerbing to SABS 927 as per Dwg No 2022-02-RDS-009				
	(a)	Mountable kerb (MK5) with 20 Mpa concrete bedding/backing	m	420		
C3.3.16		Demolition and removal of Kerbs	m ³	30		
	(d)	Type G4 material	m ³	1100		
C4.4.4		Cementitious stabilising agents				
	C4.4.4.1	Cement (CEM II 32.5N)	ton (t)	110		
C5.3.2		Construction of pavement layers				
	(n)	Gravel base layer (chemically stabilised) (150mm) compacted to 97% of MDD	m ³	2100		
C5.4.2		Chemical stabilisation:				
	C5.4.2.1	Chemical stabilisation (150mm) of pavement layers (Base)	m ³	2100		
C5.4.5		Cementitious stabilisation agents for pavement layers:				
	C5.4.5.1	Addition of cementitious stabilisation agents for pavement layers (CEM II 32.5N)				
	(a)	Cement (for pavement layer)	ton (t)	110		
C5.5		RECONSTRUCTION OF PAVEMENT LAYERS				
C5.5.8		Pre-pulverising material in the existing pavement				
	C5.5.8.2	Crushed stone base (<i>specify nominal depth</i>)	m ³	70		
C5.5.12		Removal of surplus material from site	m ³	130		
C5.5.18		In-situ reconstruction of a pavement layer using conventional construction equipment to construct a stabilised subbase layer				
	C5.5.18.1	Chemically stabilised subbase layer compacted to 97% of MDD:				
	(d)	Using pre-pulverised material (as per item C5.5.8) compacted to 100 mm thick	m ³	250		
C8.1		PRIME COAT				
C8.1.1		Prime coat:				
	C8.1.1.3	Inverted bitumen emulsion	litre (ℓ)	5000		
C6.2		SEGMENTAL BLOCK PAVING LAYERS				
C6.2.1		Segmental block paving				
	C6.2.1.1.	Concrete block paving (<i>indicate class, type and thickness of blocks</i>)	m ²	5700		
C6.2.2		Cast in-situ concrete edge and intermediate beams	m ³	12		

C2.2

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMT
C8.8		PATCHING AND EDGE BREAK REPAIRS				
C8.8.2		Excavation in existing pavements for patching (non-milling)				
	C8.8.2.3	Other layers (Gravel Materials)				
	(b)	Exceeding 10 m ² but not exceeding 50 m ² including for edge repairs wider than 250mm	m ³	25		
C8.8.4		Backfilling of excavations for patching with:				
	C8.8.4.2	Bitumen Stabilised Material (Course Slurry or Slurrybound Macadam) for a patch with a surface area:				
	(b)	Exceeding 10 m ² but not exceeding 50 m ² including for edge repairs wider than 250mm	m ³	25		
C9.1		ASPHALT LAYERS				
C9.1.3		Application of bond coat				
	C9.1.3.2	Stable-grade 30% net bitumen emulsion using a portable pressure sprayer	litre (ℓ)	4000		
C10.1		GENERAL REQUIREMENTS FOR SURFACE TREATMENTS				
C10.1.21		Slurry and microsurfacing:				
	C10.1.21.1	Conventional slurry (Stable Grade 60% emulsion , Coarse Grade-Type 2 aggregate)Applied by hand	m ³	30		
C10.1.22		Bituminous single seal and slurry, including a cover spray if specified:				
	C10.1.22.2	Bituminous single seal with 14mm aggregate and slurry (tack coat - 65% Spray Grade: Cover spray binder-60% Emulsion, grade of aggregate-Grade 2 and Meduim grade slurry)	m ²	7500		
C11.7		ROAD MARKINGS AND ROAD STUDS				
C11.7.1		Road marking:				
	C11.7.1.15 (a)	Labour enhanced hand operated pressure applied machine white lines broken or unbroken (Waterborne 100mm)	km	1		
	(b)	Labour enhanced hand operated pressure applied machine white lines broken or unbroken (Waterborne 300mm)	km	0.3		
	C11.7.1.16	Labour enhanced hand operated pressure applied machine yellow lines broken or unbroken (Waterborne 150mm)	km	2		
	C11.7.1.18	Labour enhanced hand operated pressure applied machine white lettering and symbols (Waterborne)	m ²	10		
	C11.7.1.19	Labour enhanced hand operated pressure applied machine yellow lettering and symbols (Waterborne)	m ²	10		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE F

WORKS ITEMS: MONTAGU ROADS

3. MONTAGU

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMT
C3.3		CONCRETE KERBING				
C3.3.1		Concrete kerbing:				
	C3.3.1.1	Prefabricated kerbing to SABS 927 as per Dwg No 2022-02-RDS-009				
	(b)	Double flat channel (C1) V channel with 20 Mpa concrete bedding	m	500		
C3.3.2		Concrete kerbing-channeling combination:				
	C3.3.2.1	Prefabricated kerbing-channeling to SABS 927 as per Dwg No 2022-02-RDS-009				
	(a)	Barrier kerb (BK2) & Channel (C1) with 20 Mpa concrete bedding/backing	m	120		
C3.3.3		Extra over items C3.3.1 and C3.3.2 for concrete kerbing or concrete kerbing and channeling on curves				
	C3.3.3.1	On curves of radii more than or equal to 5,0m but less than 20m	m	100		
C4.3.5		Providing the milling machine on the site				
	C4.3.5.1	Small milling machine with a cutting width of 1,2m or smaller	No.	1		
C6.2		SEGMENTAL BLOCK PAVING LAYERS				
C6.2.1		Segmental block paving				
	C6.2.1.1.	Concrete block paving to SABS 1058				
		Class 1: 40/2.6, SA interlocking pavers				
		80mm thick	m ²	2000		
C6.2.2		Cast in-situ concrete edge and intermediate beams	m ³	12		
C6.2.4		Re-sanding of joints in segmental block paving				
	C6.2.4.1	Concrete block paving (class 1, SA interlocking pavers 80mm thick)	m ²	900		
C8.4.1		Rut and/or Depression correction (screeding)				
	C8.4.1.2	Correction material				
	(a)	Continuously-graded asphalt (10mm maximum aggregate size and binder type)	ton(t)	170		
C 8.7.1		Planing				
	C8.7.1.1	Planing of Road Surface(0 to 30mm keys)	m ²	1970		
C8.8		PATCHING AND EDGE BREAK REPAIRS				
C8.8.2		Excavation in existing pavements for patching (non-milling)				
	C8.8.2.3	Other layers (Gravel Materials)				
	(b)	Exceeding 10 m ² but not exceeding 50 m ² including for edge repairs wider than 250mm	m ³	360		

C2.2

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMT
C8.8.4		Backfilling of excavations for patching with:				
	C8.8.4.2	Bitumen Stabilised Material (Course Slurry or Slurrybound Macadam) for a patch with a surface area:				
	(b)	Exceeding 10 m ² but not exceeding 50 m ² including for edge repairs wider than 250mm	m ³	330		
C9.1		ASPHALT LAYERS				
C9.1.3		Application of bond coat				
	C9.1.3.2	Stable-grade 30% net bitumen emulsion using a portable pressure sprayer	litre (ℓ)	39420		
C9.1.5		Asphalt surfacing				
	C9.1.5.2	Rehabilitation				
	(a)	Stone skeletal mix – continuously graded as defined using 50/70 penetration grade bitumen				
		(i) 15mm Thickness	ton(t)	622		
		(ii) 40mm Thickness	ton(t)	300		
C10.1		GENERAL REQUIREMENTS FOR SURFACE TREATMENTS				
C10.1.21		Slurry and microsurfacing:				
	C10.1.21.1	Conventional slurry (Stable Grade 60% emulsion , Coarse Grade-Type 2 aggregate)Applied by hand	m ³	160		
C11.7		ROAD MARKINGS AND ROAD STUDS				
C11.7.1		Road marking:				
	C11.7.1.15	Labour enhanced hand operated pressure applied machine white lines broken or unbroken (Waterborne 100mm)	km	0.5		
	C11.7.1.16	Labour enhanced hand operated pressure applied machine yellow lines broken or unbroken (Waterborne 150mm)	km	0.5		
	C11.7.1.18	Labour enhanced hand operated pressure applied machine white lettering and symbols (Waterborne)	m ²	10		
	C11.7.1.19	Labour enhanced hand operated pressure applied machine yellow lettering and symbols (Waterborne)	m ²	10		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE G

WORKS ITEMS: ROBERTSON ROADS

4. ROBERTSON

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMT
C3.3		CONCRETE KERBING				
C3.3.1		Concrete kerbing:				
	C3.3.1.1	Prefabricated kerbing to SABS 927 as per Dwg No 2022-02-RDS-009				
	(a)	Barrier kerb (BK2) with 20 Mpa concrete bedding/backing	m	100		
C3.3.2		Concrete kerbing-channeling combination:				
	C3.3.2.1	Prefabricated kerbing-channeling to SABS 927 as per Dwg No 2022-02-RDS-009				
	(a)	Mountable kerb & Channel (CK5) combination with 20 Mpa concrete bedding/backing	m	50		
C3.3.3		Extra over items C3.3.1 and C3.3.2 for concrete kerbing or concrete kerbing and channeling on curves				
	C3.3.3.1	On curves of radii more than or equal to 5,0m but less than 20m	m	50		
C4.3.5		Providing the milling machine on the site				
	C4.3.5.1	Small milling machine with a cutting width of 1,2m or smaller	No	1		
C6.2		SEGMENTAL BLOCK PAVING LAYERS				
C6.2.1		Segmental block paving				
	C6.2.1.1.	Concrete block paving (<i>indicate class, type and thickness of blocks</i>)	m ²	1250		
C6.2.2		Cast in-situ concrete edge and intermediate beams (Class C30-20)	m ³	25		
C8.3		TEXTURE TREATMENT				
C8.3.1		Texture treatment				
	C8.3.1.1	Application of slurry for texture improvement, applied by hand (fine grade slurry using stable grade 60% bitumen emulsion)	m ³	10		
C 8.7.1		Planing				
	C8.7.1.1	Planing of Road Surface(0 to 30mm keys)	m ²	5380		
C8.8		PATCHING AND EDGE BREAK REPAIRS				
C8.8.2		Excavation in existing pavements for patching (non-milling)				
	C8.8.2.3	Other layers (Gravel Materials)				

C2.2

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMT
	(b)	Exceeding 10 m ² but not exceeding 50 m ² including for edge repairs wider than 250mm	m ³	400		
C8.8.4		Backfilling of excavations for patching with:				
	C8.8.4.2	Bitumen Stabilised Material (Course Slurry or Slurrybound Macadam) for a patch with a surface area:				
	(b)	Exceeding 10 m ² but not exceeding 50 m ² including for edge repairs wider than 250mm	m ³	500		
C9.1		ASPHALT LAYERS				
C9.1.3		Application of bond coat				
	C9.1.3.2	Stable-grade 30% net bitumen emulsion using a portable pressure sprayer	litre (ℓ)	53000		
C9.1.5		Asphalt surfacing				
	C9.1.5.2	Rehabilitation				
	(a)	Stone skeletal mix – continuously graded as defined using 50/70 penetration grade bitumen				
		(i) 15mm Thickness	ton(t)	705		
		(ii) 40mm Thickness	ton(t)	2910		
C10.1		GENERAL REQUIREMENTS FOR SURFACE TREATMENTS				
C10.1.21		Slurry and microsurfacing:				
	C10.1.21.1 (a)	Conventional slurry (Stable Grade 60% emulsion , Coarse Grade-Type 2 aggregate) Applied by hand	m ³	250		
C11.7		ROAD MARKINGS AND ROAD STUDS				
C11.7.1		Road marking:				
	C11.7.1.15	Labour enhanced hand operated pressure applied machine white lines broken or unbroken (Waterborne 100mm)	km	1		
	C11.7.1.16	Labour enhanced hand operated pressure applied machine yellow lines broken or unbroken (Waterborne 150mm)	km	2		
	C11.7.1.18	Labour enhanced hand operated pressure applied machine white lettering and symbols (Waterborne)	m ²	20		
	C11.7.1.19	Labour enhanced hand operated pressure applied machine yellow lettering and symbols (Waterborne)	m ²	10		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE H: TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP

SUMMARY OF SCHEDULE(S) OF QUANTITIES

A: PRELIMINARY AND GENERAL	R
B: ACCOMMODATION OF TRAFFIC	R
C: TRAINING, COACHING, GUIDANCE, MENTORING AND ASSISTANCE	R
D: WORKS ITEMS: ASHTON ROADS	R
E: WORKS ITEMS: BONNIEVALE ROADS	R
F: WORKS ITEMS: MONTAGU ROADS	R
G: WORKS ITEMS: ROBERTSON ROADS	R
H: TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP	R

CALCULATION OF CONTRACT PRICE

I: TOTAL OF SCHEDULE(S) A + B + C + D + E + F + G + H	R
J: CONTINGENCIES (The sum provided is under the direct control of the Engineer and may be partially or totally excluded) (10% of TOTAL I above).....	R
K: CONTRACT PRICE ADJUSTMENT (The sum provided is in terms of Subclause 6.8.2 of the General Conditions of Contract)	R
L: TOTAL (E + F + G)	R
M: TOTAL VALUE ADDED TAX (15%) ON H ABOVE	R
N: CONTRACT PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER (H+ I)	R

I/We, the undersigned, do hereby declare that these are the properly priced Bill / Schedules of Quantities forming part of this Contract Document containing Pages in consecutive order upon which my/our Tender for **CONTRACT NO. 01/2023: IMPLEMENTATION OF THE ROAD ASSET MANAGEMENT PLAN FOR LANGEBERG MUNICIPALITY** has been based.

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

.....
.....
.....

SIGNED ON BEHALF OF TENDERER:

Part C3: Scope of Work

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

C3.1 Description of the Works

CONTENTS	PAGE
1. EMPLOYER'S OBJECTIVES	28
2. OVERVIEW OF THE WORKS	28
3. EXTENT OF THE WORKS	29
4. CONSTRUCTION TIME PERIOD	29
5. CONTRACTOR'S CAMP SITE, POWER SUPPLY AND SERVICES	29
6. CONSTRUCTION IN CONFINED AREAS	29
7. WATER FOR CONSTRUCTION PURPOSES	30
8. FEATURES REQUIRING SPECIAL ATTENTION	30
9. ACCOMMODATION OF TRAFFIC	31
10. ENVIRONMENTAL REQUIREMENTS	31
11. LIMITED FUNDS	31
12. ASSET REGISTER	32

1 EMPLOYER'S OBJECTIVES

The Employer's objective is to carry out preventative maintenance on the municipal road network in the towns of Robertson, Ashton, Montagu and Bonnievale. Road segments have been prioritised by the Langeberg Municipality's Pavement Management System (PMS) to receive certain maintenance interventions.

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) Surface rejuvenation by application of a diluted emulsion fog spray (hand applied using mechanical pressure equipment);
- iv) Patch repair of shallow surface defects using fine and medium slurries (labour enhanced);
- v) Patch repair of deeper surface defects using slurry-bound macadam (labour enhanced);
- vi) Patch repair of structural defects using granular material;
- vii) Rehabilitation by in-situ reconstruction of basecourse;(including stabilisation of subbase)
- viii) Resurfacing using slurry (labour enhanced);
- ix) Resurfacing with asphalt (microsurfacing/ continuously graded);
- x) New surfacing using chip and spray with slurry – Cape seal (labour enhanced); and
- xi) New surfacing using segmental block paving (labour enhanced).

The scope of works shall also include construction of raised, block paved intersections and new roadmarking.

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. It must be noted that the site of the Works is spread over the four towns and work in each can be done concurrently.

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. (check municipal property availability)

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 Contractor's 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 to 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 Contractor's 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 16th December to 6th January, the Contractor will be required to shut down normal construction activities and only emergency work will be allowed. The traffic safety officer will be required to patrol during these non-working periods and ensure that all temporary traffic-control facilities are in place and functional.

10. ENVIRONMENTAL REQUIREMENTS

Personnel and plant shall not enter property beyond the road reserve boundary irrespective of whether or not the boundary is fenced. The Contractor shall take every precaution to avoid damage to vegetation within that area of the road reserve which falls outside the designated work area 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

C3.1

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 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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3.3.2. SUBCONTRACTING.....	8
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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-enhanced 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 9 & 10, Ashton; Wards 1, 2, 3, 6 & 11 Robertson; Wards 7 & 12, Montagu and Wards 4 & 8, Bonnievale**) 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:

- Traffic accommodation
- Fog Spray
- Patching using slurry
- Slurry seal
- Cape Seal
- Segmental block paving
- Roadmarking

3.3.2. SUBCONTRACTING

3.3.2.1 General

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

C3.3

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.

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.

C3.3

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

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

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

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

3.3.3. **TARGETED CONSTRUCTION PROCUREMENT SPECIFICATIONS**

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

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

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

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

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

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

VARIATIONS TO THE STANDARDISED SANS 1914-4: 2002 SPECIFICATION

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

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

TP4-2. DEFINITIONS (CLAUSE 2)

TP4-2.10 Target Area (Clause 2.10):

Add the following:

For this Contract the following Target Areas shall apply:

1. The geographical area located within **Ward 9 & 10, Ashton; Wards 1, 2, 3, 6 & 11 Robertson; Wards 7 & 12, Montagu and Wards 4 & 8, Bonnievale**, within **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 9, 10 Ashton; Wards 1, 2, 3, 6, 11 Robertson; Wards 7, & 12, Montagu and Wards 4 & 8, Bonnievale**) as specified. It is incumbent on individuals to demonstrate their claims to such residency on the basis of identification and association with and recognition by members of the community residing within the aforementioned area. It is incumbent on individuals to provide evidence of qualifying for the target groups.

TP4-2.15 Weightings (Clause 2.15):

Add the following :

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

Add the following new subclause :

TP4-2.16 (new subclause 2.16):

Wages:

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

TP4-3. REQUIREMENTS (CLAUSE 3)

TP4-3.1 Contract Participation Goal (Clause 3.1):

Add the following to Subclause 3.1.1:

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

Contract Participation Goal	CPG _{2min}	Minimum set by Employer
Targeted Enterprises SANS 1914-4 Annex A Method 2 Clause A.2.2.1	CPG _{2Emin}	10%
Targeted Labour SANS 1914-4 Annex A Method 2 Clause A.2.2.2	CPG _{2Lmin}	7 %
Total Contract Participation Goal SANS 1914-4 Annex A Clause A.3	CPG _{2Emin} + CPG _{2Lmin} = CPG _{2min}	17%

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

TP4-3.2 Achieving the Contract Participation Goal (Clause 3.2):**3.2.1 General****(a) Method 1**

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

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

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

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

Add the following new subclause after subclause 3.3.3

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

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

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

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

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

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

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

TP4-6. SANCTIONS (CLAUSE 6)

Add the following:

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

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

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

C3.3

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

N_A = Net Amount

P = Rand value of penalty payable

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

CONTENTS

PART A: STANDARD SPECIFICATIONS

PART B: PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS

PART A: STANDARD SPECIFICATIONS

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

Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO) October 2020

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:

CHAPTER 1: GENERAL:

- 1.1 General Preamble
- 1.2 General Requirements and Provisions
- 1.3 Contractors Site Establishment and General Obligations
- 1.4 Facilities for the Engineer
- 1.5 Accommodation of Traffic
- 1.8 Training, Coaching, Guidance, Mentoring and Assistance

CHAPTER 3: DRAINAGE

- 3.3 Concrete Kerbing and Channelling

CHAPTER 4: EARTHWORKS AND PAVEMENT LAYERS: MATERIALS

- 4.3 Existing Road Materials
- 4.4 Commercial Materials

CHAPTER 5: EARTHWORKS AND PAVEMENT LAYERS: CONSTRUCTION

- 5.3 Road Pavement Layers
- 5.4 Stabilisation
- 5.5 Reconstruction of Pavement Layers

CHAPTER 6: CONCRETE LAYERS

- 6.2 Segmental Block Paving Layers

CHAPTER 8: PRETREATMENT AND REPAIR OF EXISTING LAYERS

- 8.1 Prime Coat
- 8.2 Cover Sprays, Fog Sprays and Rejuvenation Sprays
- 8.8 Patching and Edge Repairs

CHAPTER 9: ASPHALT LAYERS

- 9.1 Asphalt Layers

CHAPTER 10: SURFACE TREATMENTS

- 10.1 General Requirements for Surface Treatments

CHAPTER 20: TESTING

- 20.1 Testing Materials and Judgement of Workmanship

C3.4

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.

Add the following new pay items:

Item	Unit
C1.2.10	Dispute Adjudication Board (DAB)
C1.2.10.1	Employer's contribution to DAB (50%) prime cost (PC) sum
The unit of measurement for item C1.2.10.1 is the prime cost sum. Payment of the prime cost sum shall be in terms of Fidic Clause 13.5 for 50% of the amounts invoiced from the appointed DAB. No sum for overhead charges and profit in terms of Fidic Clause 13.5(ii) is payable for this item."	
Item	Unit
C1.8.1	Stakeholder and Community Liaison and Social Facilitation
	month
The rate tendered for item C1.8.1 shall cover the direct monthly costs incurred by attending members of the PLC including all costs associated with employment of the Community Liaison Officer (CLO).	
The liaison with, and assistance provided by the Contractor to the PLC to perform its duties shall not be paid from the prime cost sum. The Contractor's costs to liaise with the PLC and render such assistance shall be deemed to have been included in its rate offered for pay sub-item C1.3.1.3 Contractor's Establishment on Site and General Obligations: Time Related Obligations.	
Item	Unit
C1.8.2	Tender Process for Targeted Enterprises
	Lump sum
Expenditure under subitems C1.8.2 shall be in accordance with clause 13.5 of the FIDIC Conditions of Contract.	
The tendered rate shall be in full compensation for the management and execution of the Targeted Enterprise procurement process in the relevant CIDB contractor grading designation scheduled, including for the appointment of a TE Procurement Coordinator (if required), the pre-tender training of eligible Targeted Enterprises, the compilation, printing, binding and issue of the tender documents for each tender, for the advertising of each tender, for the provision of the venue and the conducting of each compulsory briefing session for tenderers, for the conducting of each tender opening process, for the adjudication of the tenders received for each tender, for the preparation of	

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each tender adjudication report and the review thereof in conjunction with the Employer, Engineer and the PLC, for the award of each tender and for the conclusion of the subcontract agreement with each successful Targeted Enterprise tenderer.

	Item	Unit
C1.8.3	Training, coaching, guidance, mentoring and assistance	
(a)	Training Costs	Provisional (Prov) Sum
(b)	Handling cost and profit in respect of subitems D10.06(a)(i), (ii) and (iii)	Percentage (%)

The provisional sum under sub-items C1.8.3 shall be paid in accordance with the provisions of sub-clause 13.5 of the FIDIC Conditions of Contract. The provisional sums shall include all charges for the provision and delivery of the service including an accredited Training Service Provider (if required), learning material and any other requirement as needed for the successful training of labour.

The rate tendered under sub-item C1.8.3(b) shall be deemed to cover all costs required to organise accredited trainers to provide training and shall include the Contractor's handling cost, profit, record keeping, reporting and all other costs associated with sub-item C1.8.3(a)

No payment, nor prorata payment, shall be made for trainees that, once selected, do not attend or only partially complete structured training courses. The Contractor's own staff may attend the courses provided. However, such attendants from the Contractor's staff shall not be considered for measurement and payment purposes unless they also qualify as Targeted Labour.

PC 8.2 COVER SPRAYS, FOG SPRAYS AND REJUVENATION SPRAYS:

Add the following to clause A8.2.6: Construction Equipment:

"Spraying Machines

The binder shall be applied by means of a hand drawn motorised bitumen emulsion spraying machine fully equipped with burner ring, turntable steering, gas regulator, air control valve, heat deflector shield and gas bottle carrying bracket.

The machine shall conform to the minimum specifications as follow:

- i) Engine
3.7 kW air-cooled recoil start engine.
- ii) Filter
Washable stainless steel mesh filter element.
- iii) Pump
Gear type pump, direct drive from output shaft of engine reduction gear through a flexible coupling.
Output when spraying bitumen emulsion shall be at least 18 ℓ per minute.
- iv) Lance
5m oil-resistant delivery hose fitted to 2m lance including handle grip, shut-off valve and minimum 2 65° flat spray adjustable nozzles.
- iv) Chassis
Of steel design on four semi-solid rubber tyred wheels and incorporating handle bar, splash guard, drum and lance carrying brackets.

The machine shall be operated by an experienced and skilled operator to ensure even application and distribution of the binder at the rates and intensities specified. If, in the opinion of the Engineer, the operator is unsuitable, he shall be removed and replaced by another suitable operator.

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The Contractor shall provide a method satisfactory to Engineer of accurately measuring the volume of the binder in his storage tanks and in each spraying unit at any time. “

A 10: SURFACE TREATMENTS

Replace Clause A10.1.6.1 with the following:

“PA10.1.6.1 Binder distributor:

Spraying Machines

The binder shall be applied by means of a hand drawn motorised bitumen emulsion spraying machine fully equipped with burner ring, turntable steering, gas regulator, air control valve, heat deflector shield and gas bottle carrying bracket.

The machine shall conform to the minimum specifications as follow:

- i) Engine
3.7 kW air-cooled recoil start engine.
- ii) Filter
Washable stainless steel mesh filter element.
- iii) Pump
Gear type pump, direct drive from output shaft of engine reduction gear through a flexible coupling. Output when spraying bitumen emulsion shall be at least 18 ℓ per minute.
- iii) Lance
5m oil-resistant delivery hose fitted to 2m lance including handle grip, shut-off valve and minimum 2 65° flat spray adjustable nozzles.
- iv) Chassis
Of steel design on four semi-solid rubber tyred wheels and incorporating handle bar, splash guard, drum and lance carrying brackets.

The machine shall be operated by an experienced and skilled operator to ensure even application and distribution of the binder at the rates and intensities specified. If, in the opinion of the Engineer, the operator is unsuitable, he shall be removed and replaced by another suitable operator.

The Contractor shall provide a method satisfactory to Engineer of accurately measuring the volume of the binder in his storage tanks and in each spraying unit at any time. “

Replace Clause A10.1.6.2 Chip Spreader with the following:

“ PA 10.1.6.2 Chip Spreaders

The aggregate will be spread by manually powered chip spreaders with the emphasis on maximising the employment of people for the total operation. The Contractor shall provide a line of equipment and staff for the handling, hauling and spreading of cover aggregate to ensure that a minimum of 4 000 m² can be achieved in one day.

For the application of the aggregate the Contractor shall provide manually powered chip spreaders having uniform and adjustable rate of spread and a controllable width of spread up to 1.2 m (minimum capacity of 300 litres). Wheelbarrows shall be used to fill the chip spreader with aggregate and care must be taken not to exceed maximum weights to be lifted as prescribed by law.

The requirements for a typical team carrying out the covering operation using one manual powered chip spreader is shown below, however site conditions can dictate different combinations of staff:

Number of pushers per chip spreader	:	3
Number of guides per chip spreader	:	1
Number of wheelbarrow tippers per spreader	:	2
Number of wheelbarrow operators per spreader	:	6
Number of wheelbarrow loaders per spreader	:	3 - 6
Number of staff “back chipping” per spreader	:	2 - 3

A sufficient number of hand brooms shall be used for the cleaning of road surfaces prior to the application of the binder.

C3.5 Management

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- 3.5.1 CONTRACT ADMINISTRATION**
- 3.5.2 LABOUR INTENSIVE CONSTRUCTION / PARTICIPATION OF TARGETED LABOUR**
- 3.5.3 PARTICIPATION OF TARGETED ENTERPRISES**
- 3.5.4 ENVIRONMENTAL MANAGEMENT PROGRAMME**
- 3.5.3 HEALTH AND SAFETY**

3.5.1. CONTRACT ADMINISTRATION

The Contractor shall submit with each monthly statement for payment, the following returns – the format of which are: are included in C3.6 : Annexes.

Annex 1: B-BBEE Sub-contract Expenditure Report

Annex 2: Project Labour Report

Annex 3: Targeted Labour Contract Participation Expenditure Report

Annex 4: Targeted Enterprise Contract Participation Expenditure Report

The Project Labour Report must include details of all labour (including that of sub-contractors) that earns less than R200 per day (excluding any benefits) employed from within the Target Area 1 – Local Area on this contract in the month in question.

3.5.2. LABOUR INTENSIVE CONSTRUCTION / PARTICIPATION OF TARGETED LABOUR

In support of the National Department of Public Works' Expanded Public Works Programme which is aimed at the alleviation of poverty through the creation of employment opportunities, the Employer is seeking to increase the intensity of labour, as appropriate, in all of its infrastructure sector projects.

It is a requirement of this Contract, therefore, that the work be executed in such a manner so as to maximise the use of labour intensive construction methods in order to provide low and semi-skilled employment opportunities and employ workers from the local community.

3.5.2.1 Minimum Targeted Labour contract participation

To this end, a minimum targeted labour contract participation goal (CPG_{2L}) set by the Employer for this Contract is specified in Section 3.3.3 of Part C3.3: Procurement in the Scope of Work, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

The minimum Targeted Enterprises and Targeted Labour (Local Resources) contract participation goal set by the Employer may be such that the Contractor will have to carry out some of the work that would normally have been undertaken using mechanised construction methods, by using labour intensive construction methods instead. It is left to the discretion of the Contractor to identify suitable work activities for the intensification of labour. The Contractor shall, within 5 working days of being requested in writing by the Engineer to do so, submit details of his/her plan to achieve the minimum targeted labour contract participation goal (CPG_{2L}).

3.5.2.2 Recruitment of targeted labour

Where targeted labour is to be drawn from specific local communities (defined in terms of the target area), such labour shall be identified using the relevant Regional / District / Sub-Council Job-Seekers Database. The Contractor shall request, via a Community Liaison Officer (if required in terms of the contract), a list of suitable candidates from the database, from which the Contractor shall make his/her final selection. The contractor shall enter into written contracts of temporary employment with all targeted labour.

3.5.2.3 Records

Credits towards the achieving the minimum targeted labour contract participation (CPG_{2L}) shall be granted by converting the total monetary value of wages paid to targeted labour to a percentage of the net value of the contract. No credits shall be accorded should the contractor fail to enter into written contracts with the targeted labour. Furthermore, no credits shall be accorded in respect of targeted labour employed on work in respect of provisional sums or prime cost items. Such labour shall nevertheless be recorded on the Project Labour Report which is required to be furnished by the Contractor.

In addition to the forms required for contract administration (the Project Labour Report and Targeted Labour Contract Participation Expenditure Report, in particular), the Contractor shall furnish the Engineer with copies of the employment contracts entered into with targeted labour, as well as evidence of payments to the such labour in the form of copies of payslips or payroll runs.

3.5.2.4 Training of targeted labour

The Contractor is required to provide all informal (on-the-job) skills training so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of informal training shall be included in the rates for the various work activities.

3.5.3. COMMUNITY LIAISON OFFICER

It is a requirement of this Contract that a Community Liaison Officer (CLO) shall be appointed by the Contractor. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Employer's Agent and the local communities.

The identification of suitable candidates (maximum 5; minimum 3) for the CLO position shall be resolved by the relevant Ward Councillor/s. Should suitable candidates not be identified within two weeks of the date of request, the Contractor shall be allowed to seek candidates from the Municipal JobSeekers Database. The final selection and appointment of the CLO in terms of the contract shall be the responsibility of the Contractor.

The period of appointment of the CLO shall be as stated in the Contract for Temporary Employment as a Community Liaison Officer referred to below. The date of commencement of temporary employment of the CLO shall be as agreed with the Employer's Agent.

It is required, therefore, that the Contractor enter into a contract of temporary employment with the selected CLO, the contracting parties being the Contractor and the CLO. To this end, a specimen Form of Contract of Temporary Employment as Community Liaison Officer is included in this document (Part C1.7: Contract of Temporary Employment as Community Liaison Officer). This Form of Contract sets out, inter alia, the agreement between the parties, the duties and conditions of employment of the CLO (including the rate of remuneration to be paid). As said contract will be between the Contractor and the CLO, all costs involved shall be borne by the Contractor under item C1.8.1.

3.5.4. 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.

3.5.4.1 Minimum Targeted Enterprises contract participation

To this end, a minimum targeted enterprises contract participation goal (CPG_{2E}) set by the Employer for this Contract is specified in Section 3.3.3 of Part C3.3 : Procurement in the Scope of Work, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

The Contractor shall engage targeted enterprises directly or indirectly in the performance of the contract to the extent that the total monetary value of such engagements (exclusive of VAT), expressed as a percentage of the value of the contract, is sufficient to achieve the specified minimum targeted enterprises contract participation (CPG_{2E}). The Contractor shall, within 5 working days of being

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requested by the Engineer to do so, submit details of his/her plan to achieve the minimum targeted enterprises contract participation (CPG_{2E}).

3.5.4.2 Records

Credits towards achieving the minimum targeted enterprises contract participation goal (CPG_{2E}) shall be granted by converting the total monetary value (exclusive of VAT) of the agreements between the Contractor, or Contractor's sub-contractors, and targeted enterprises, to a percentage of the value of the contract.

No credits shall be accorded should the Contractor (or sub-contractors):

- a) make direct payment to third parties in connection with the contract on behalf of targeted enterprises, when such payment is recovered by making deductions from payments due to the targeted enterprise;
- b) fail to enter into written contractual agreements with the relevant targeted enterprises.

Credits claimed towards the contract participation goal shall be denied where such written contractual agreements contain any of the following:

- i) conditions which are more onerous than those that exist in the prime contract (this contract);
- ii) payment procedures based on a pay when paid system;
- iii) authoritarian rights given to the employing contractor, with no recourse to independent adjudication in the event of a dispute arising.

No credits may be claimed in respect of targeted enterprises that do not adhere to statutory labour practices. No credits shall be accorded in respect of targeted enterprises engaged on work in respect of provisional sums or prime cost items.

In the event that a targeted enterprise sub-contracts to another targeted enterprise, only the value of the higher level sub-contract shall be granted as credit towards achieving the specified minimum CPG_{2E}.

In addition to the form required for contract administration (the Targeted Enterprises Contract Participation Expenditure Report), the Contractor shall furnish the Engineer, upon written request, with documentary evidence that the targeted 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.

3.5.5. ENVIRONMENTAL MANAGEMENT PROGRAMME

Particular Specification E: Environmental Management Specification and its Annexures are attached hereto.

3.5.6. HEALTH AND SAFETY

Particular Specification H: Health and Safety Specification is attached hereto.

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.

E: ENVIRONMENTAL MANAGEMENT SPECIFICATION

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E: ENVIRONMENTAL MANAGEMENT SPECIFICATION

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

E1 SCOPE

The Environmental Management Programme (EMP) for the project is comprised of this Environmental Management (EM) Specification and its Annexures, including the "Additional environmental issues deemed to form part of the Environmental Management Specification" attached as Annexure D hereto, which together cover the requirements for controlling the impact on the environment of construction activities.

E2 INTERPRETATIONS**E2.1 Supporting specifications**

The following standardised specification shall, *inter alia*, apply to this Contract:

- a) SANS 1200A, as may be varied or added to in the Scope of Work

E2.2 Application

This EM Specification contains clauses that are generally applicable to the undertaking of construction works in areas where it is necessary to impose pro-active controls on the extent to which the construction activities impact on the environment.

In the event of any difference or discrepancy between the provisions of the Standardised Specifications and the provisions of the EM Specification, the latter shall prevail.

E2.3 Definitions and abbreviations

For the purposes of this EM Specification the following definitions and abbreviations shall apply:

E2.3.1 Environment

The surroundings within which humans exist and that are made up of –

- a) the land, water and atmosphere of the earth;
- b) micro-organisms, plant and animal life;
- c) any part or combination of i) and ii) and the interrelationships among and between them; and
- d) the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

E2.3.2 Potentially hazardous substance

A substance which, in the reasonable opinion of the Employer's Agent, can have a deleterious effect on the environment.

E2.3.3 Method Statement

A written submission by the Contractor to the Employer's Agent in response to the EM Specification or a request by the Employer's Agent, setting out the plant, materials, labour and method the Contractor proposes using to carry out an activity, in such detail that the Employer's Agent is enabled to assess whether the Contractor's proposal is in accordance with the Scope of Work and/or will produce results in accordance with the EM Specification.

E2.3.4 Reasonable

Unless the context indicates otherwise, means reasonable in the opinion of the Employer's Agent after he has consulted with a person suitably experienced in "environmental implementation plans" and "environmental management plans" (both as defined in the National Environmental Management Act, 107 of 1998).

E2.3.5 Solid waste

All solid waste, including construction debris, chemical waste, excess cement/ concrete, wrapping materials, timber, tins and cans, drums, wire, nails, domestic waste, dead vegetation, asphalt products, etc.

E2.3.6 Contaminated water

Water contaminated by the Contractor's activities containing cements, concrete, lime, paint products, thinners, turpentine, chemicals, fuels, oils washing detergents, etc.

E2.3.7 Working area

Any area within the boundaries of the Site where construction is taking place.

E2.3.8 Contractor's camp or construction camp

The area designated for all temporary site offices, storage areas, construction plant parking areas, staff welfare facilities, etc.

E2.3.9 Employer's Agent

The person/firm so named in the Contract Data, whose function is to administer the Contract as agent of the Employer.

E2.3.10 Employer's Agent's Representative (ER)

The natural person appointed by the Employer's Agent in terms of the Contract, who shall observe the execution of the Works, examine and test materials and workmanship, and deliver and receive communications to/from the Contractor.

E2.3.11 Environmental Officer (EO)

Appointed by the Employer's Agent as his environmental representative on Site, with the mandate to enforce compliance with the EMP. The duties of the EO are stipulated in the City's guideline document for the EO and ER.

E2.3.12 Environmental Control Officer (ECO)

An independent appointment to objectively monitor implementation of relevant environmental legislation, conditions of Environmental Authorisations (EAs), and the EMP for the project.

E2.3.13 Environmental Site Officer (ESO)

Employed by the Contractor as his environmental representative to monitor, review and verify compliance with the EMP by the Contractor. The ESO must ensure that he is involved at all phases of the construction (from site clearance to rehabilitation).

E2.3.14 Abbreviations

The following abbreviations occur in this EM Specification:

EMP - Environmental Management Programme
 EM Specification – Environmental Management Specification
 EO - Environmental Officer
 ECO – Environmental Control Officer
 ESO – Environmental Site Officer
 ER – Employer's Agent's Representative
 MSDS - Material Safety Data Sheets

E2.4 Employer's Agent's authority to delegate

In terms of Clause 3.2.4 of the General Conditions of Contract, Third Edition, 2015 (GCC 2015), the Employer's Agent has the authority to appoint a representative. Other than the Employer's Agent's Representative (ER) in terms of Clause 3.2, this can be in the form of an Environmental Officer (EO), who shall be responsible for monitoring compliance with the EMP. All instructions given by the EO shall go through the ER, who will then convey these to the Contractor, except in the case of an environmental emergency, in which case the EO can issue an instruction directly to the Contractor. An environmental emergency is one which, in the opinion of the EO, would cause serious environmental harm if not addressed immediately.

Depending on the nature/environmental sensitivity of the Contract the following variations in the organisational structure are possible:

- a) The ER may work together with an EO; or
- b) There may be an ER only (for construction projects with low potential for causing significant environmental impacts). In this case the ER has responsibility for the EO's functions.
- c) There may be an independently appointed Environmental Control Officer (ECO) who will fulfil essentially the same functions as the EO. The ECO may work with just the ER (if there is no EO) or may work with both the ER and EO.

The term "Employer's Agent" in this EM Specification refers to the Employer's Agent as defined in Clause E2.3.9 acting through the ER/EO/ECO as delegated.

E3 MATERIALS**E3.1 Materials handling, use and storage**

The Contractor shall ensure that any delivery drivers are informed of all procedures and restrictions (including "no go" areas) required to comply with the EM Specification. The Contractor shall ensure that these delivery drivers are supervised during off loading by someone with an adequate understanding of the requirements of the EM Specification.

Materials shall be appropriately secured to ensure safe passage between destinations. Loads, including but not limited to, sand, stone chip, fine vegetation, refuse, paper and cement, shall have appropriate cover to prevent them spilling from the vehicle during transit. The Contractor shall be responsible for any clean-up resulting from the failure by his employees or suppliers to properly secure transported materials.

All manufactured and or imported materials shall, where reasonably possible, be stored within the Contractor's camp and, if so required by the Employer's Agent, out of the rain. The location and method of protection of such materials stored outside of the Contractor's camp and the method of rehabilitation of these areas, shall be subject to the Employer's Agent's approval.

Stockpile areas shall be approved by the Employer's Agent before any stockpiling commences.

E3.2 Hazardous substances

Hazardous chemical substances (as defined in the Regulations for Hazardous Chemical Substances in GN 1179 (25 August 1995)) stored on Site for use during construction shall be stored in secondary containers which are clearly and appropriately marked/signed. The relevant Material Safety Data Sheets (MSDS) shall be available on Site. Procedures detailed in the MSDSes shall be followed in the event of an emergency situation.

If potentially hazardous substances are to be stored on Site, the Contractor shall inform the Employer's Agent of such substances and provide a Method Statement detailing the substances/ materials to be used, together with the storage, handling and disposal procedures of the materials. Hazardous substances shall be stored out of flood risk areas and disposal of these substances shall be at a licensed waste disposal facility.

E4 PLANT (referring to "Construction Equipment" as defined in GCC 2015, and the Contractor's facilities as used in SANS 1200A)

E4.1 Fuel (petrol and diesel) and oil**E4.1.1 Storage**

If fuel and oil is to be stored on Site, then the Contractor shall submit a Method Statement covering the procedures for dealing with accidental hydrocarbon spillage and leaks, and detailing how these liquids will be stored, handled and disposed of.

The Employer's Agent shall approve the location of all fuel storage areas. All necessary approvals with respect to fuel storage and dispensing shall be obtained from the appropriate authorities. Symbolic safety signs depicting "**No Smoking**", "**No Naked Lights**" and "**Danger**" conforming to the requirement of SANS 1186 are to be prominently displayed in and around the fuel storage area. There shall be adequate fire-fighting equipment at the fuel storage area.

The Contractor shall ensure that all liquid fuels and oils are stored in tanks with lids, which are kept firmly shut and adequately secured. The capacity of the tank shall be clearly displayed and the product contained within the tank clearly identified using the emergency information system detailed in SANS 0232 part 1. Fuel storage tanks shall have a capacity not exceeding 9000 litres and shall be kept on site only for as long as fuel is needed for construction activities, on completion of which they shall be removed.

The tanks shall be situated on a smooth impermeable base with an earth bund. The volume inside the bund shall be 110% of the total capacity of the largest storage tank. The base may be constructed of concrete, or of plastic sheeting with impermeable joints, covered by a layer of compacted earth to protect the sheeting. The impermeable lining shall extend to the crest of the bund. The floor of the storage area shall be sloped to enable any spilled fuel and/or fuel-contaminated water to be removed easily.

If any rainwater collects in the bunded areas, it shall be promptly removed and taken off Site to a disposal site approved by the Employer's Agent.

Only empty and externally clean tanks may be stored on the bare ground. Empty and externally dirty tanks shall be sealed and stored on an area where the ground has been protected.

Adequate precautions shall be provided to prevent spillage during the filling of any tank and during the dispensing of the contents. If fuel is dispensed from 200 litre drums, the proper dispensing equipment shall be used, and the drum shall not be tipped in order to dispense fuel. The dispensing mechanism for the fuel storage tanks shall be stored in a waterproof container when not in use.

E4.1.2 Refuelling

Plant shall be refuelled at a designated refuelling area approved by the Employer's Agent. The surface under the temporary refuelling area shall be protected against pollution to the reasonable satisfaction of the Employer's Agent prior to any refuelling activities. The Contractor shall ensure that there is always a supply of absorbent material (e.g. Spill Sorb or Enretech #1 powder or equivalent) readily available that is designed to absorb, break down and encapsulate minor hydrocarbon spillage. The quantity of such material shall be able to handle a minimum of 200 litres of hydrocarbon liquid spill.

E4.1.3 Treatment and remediation

Treatment and remediation of hydrocarbon spill and leak areas shall be undertaken to the satisfaction of the Employer's Agent. In the event of a hydrocarbon spill the source of the spillage shall be isolated and the spillage contained.

E4.2 Ablution and toilet facilities

Washing, whether of the person or of personal effects, defecating and urinating are strictly prohibited other than at the facilities provided.

The Contractor shall provide ablution facilities for all personnel employed on the Site, including shelter, toilets and washing facilities. The Contractor's personnel will not be permitted to use the City's ablution facilities.

Toilet facilities provided by the Contractor shall occur in a ratio of not less than 1 toilet per 30 workers (1:15 is preferred) for each sex. Toilet facilities shall be located within the Contractor's camp, but also at work areas remote from the camp, all to the satisfaction of the Employer's Agent. All portable toilets shall be adequately secured to the ground to prevent them toppling over as a result of wind or any other cause.

The Contractor shall ensure that the entrances to these toilets are adequately screened from view, that they are maintained in a hygienic state, serviced regularly, that no spillage occurs when they are cleaned and that contents are removed from Site. Toilets shall also be emptied before any temporary site closure for a period exceeding one week. Discharge of waste from toilets into the environment and burial of waste is strictly prohibited. The Contractor shall provide toilet paper at all times.

No ablution facilities shall be located closer than 50m to any water body

A Method Statement shall be provided by the Contractor detailing the provision, location, and maintenance of ablution facilities.

E4.3 Eating areas

The Contractor shall designate eating areas within the approved Contractor's camp. The feeding of, or leaving of food for, animals is strictly prohibited. Sufficient bins, as specified in Clause E4.4 below, shall be present in these areas.

Any cooking on Site shall be done on well-maintained gas cookers with fire extinguishers present. No open fires for cooking purposes shall be permitted, unless for occasional use in facilities specifically provided for this purpose and within the confines of the Contractor's camp.

E4.4 Solid waste management

E4.4.1 Litter and refuse

The site shall be kept neat and clean at all times, littering is prohibited.

No on-site burying or dumping of any waste materials, vegetation, litter or refuse shall occur. The Contractor shall provide scavenger and weatherproof bins with lids, of sufficient number and capacity to store the solid waste produced on a daily basis. The lids shall be kept firmly on the bins at all times. Bins shall not be allowed to become overfull and shall be emptied regularly, at least once a week. Waste from bins may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, and which the Employer's Agent has approved. Wherever possible refuse shall be recycled, and containers for glass, paper, metals and plastics shall be provided and the contents delivered to suitable recycling facilities when necessary.

All other litter and refuse shall be disposed of off Site at an approved landfill site. The Contractor shall supply the Employer's Agent with a certificate of disposal.

E4.4.2 Construction waste

Where possible all construction waste or spoil material shall be recycled, either on Site or elsewhere. As a last resort all construction waste shall be disposed of off Site at an approved landfill site. The Contractor shall supply the Employer's Agent with a certificate of disposal.

E4.5 Contaminated water management

Potential pollutants of any kind and in any form shall be kept, stored, and used in such a manner that any spill or escape can be contained and the water table and/or any adjacent water courses or bodies are not endangered. Spill kits which can be used to contain and/or mop up spills shall be available. Water containing such pollutants as cements, concrete, lime, chemicals, oils and fuels shall be discharged into a conservancy tank for removal from the Site to a licensed disposal facility. This particularly applies to water emanating from concrete batching plants and to runoff from fuel storage, refuelling or construction equipment washing areas. Wash down areas shall be placed and constructed in such a manner so as to ensure that the surrounding areas are not polluted.

No paint products, chemical additives and cleaners, such as thinners and turpentine, may be disposed of into the stormwater system or elsewhere on Site. Brush/roller wash facilities shall be established to the satisfaction of the Employer's Agent.

A Method Statement shall be provided by the Contractor detailing the management of contaminated water.

Should contaminated water be released into the environment, specifically into a water course, monitoring thereof shall commence in accordance to the National Water Act, 36 of 1998, Section 21(f) – refer to GN 399 (26 March 2004). Contaminated water must not be released into the environment without authorisation from the relevant authority.

The Contractor shall notify the Employer's Agent immediately of any pollution incidents on Site and, at his own cost, take all reasonable measures to contain and minimise the effects of the pollution.

Any rehabilitation of the environment required as a result of such pollution shall be carried out by the Contractor at his own cost in accordance with a Method Statement approved by the Employer's Agent.

E4.6 Site structures

The type and colour of roofing and cladding materials to the Contractor's temporary structures shall be selected to reduce the visual impact.

E4.7 Lights

The Contractor shall ensure that any lighting installed on the Site for his activities does not cause a reasonably avoidable disturbance to other users of the surrounding area.

Lighting installed shall, as far as practically possible, be energy efficient. Lighting utilised on Site shall be turned off when not in use.

E4.8 Workshop, equipment maintenance and storage

No workshops or plant maintenance facilities shall be constructed on Site for performing major or routine maintenance of equipment and vehicles.

The Contractor shall ensure that in those areas where, after obtaining the Employer's Agent's approval, the Contractor carries out emergency or minor routine plant maintenance, there is no contamination of the soil, water sources or vegetation. Drip trays to collect waste oil and other lubricants shall be provided in any areas of the Site where such maintenance takes place. Drip trays must be emptied regularly and after rain, and the contents disposed of at a licensed disposal facility.

All vehicles and plant shall be kept in good working order. Leaking vehicles and plant shall be repaired immediately or removed from the Site.

The washing of vehicles and plant on Site shall be restricted to emergency or minor routine maintenance requirements only. Washing may only be undertaken in areas designated by the Employer's Agent.

E4.9 Noise

The Contractor shall limit noise levels (for example, by installing and maintaining silencers on plant). The provisions of SANS 1200A Clause 4.1 regarding "built-up areas" shall apply.

Appropriate directional and intensity settings are to be maintained on all hooters and sirens.

No amplified music shall be allowed on Site. The use of audio equipment shall not be permitted, unless the volume is kept sufficiently low so as to be unobtrusive. The Contractor shall not use sound amplification equipment on Site, unless in emergency situations.

Construction activities generating output levels of 85 dB(A) or more in residential areas, shall be confined to the hours 08h00 to 17h00 Mondays to Fridays. Should the Contractor need to do this work outside of the above times, he shall do so only with the approval of the Employer's Agent, and the surrounding communities shall be informed prior to the work taking place.

E5 CONSTRUCTION

E5.1 Method Statements

The Contractor shall submit the environmental method statements required within such reasonable time as the Employer's Agent shall specify or as required by the EM Specification. The Contractor shall not commence any activity until the Method Statement in respect thereof has been approved and shall, except in the case of emergency activities, allow a period of two weeks for consideration of the Method Statement by the Employer's Agent.

The Employer's Agent may require changes to a Method Statement if the proposal does not comply with the specification or if, in the reasonable opinion of the Employer's Agent, the proposal may result in, or carries a greater than reasonable risk of, damage to the environment in excess of that permitted by the EM Specification.

E5.2 Approved Method Statements shall be readily available on the Site and shall be communicated to all relevant personnel. The Contractor shall carry out the Works in accordance with the approved Method Statement. Approval of the Method Statement shall not absolve the Contractor from any of his obligations or responsibilities in terms of the Contract.

Changes to the way the Works are to be carried out must be reflected by amendments to the original approved Method Statements, and these amendments require the signature of both the Contractor and the Employer's Agent.

Method Statements shall consider all environmental hazards and risks identified by the Contractor and/or Employer's Agent and shall contain sufficient information and detail to enable the Employer's Agent to assess the potential negative environmental impacts associated with the proposed activity and shall cover applicable details with regard to:

- a) construction procedures,
- b) materials and equipment to be used,
- c) getting the equipment to and from Site,
- d) how the equipment/material will be moved while on Site,
- e) how and where material will be stored,
- f) the containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur,
- g) the control of fire,
- h) timing and location of activities,
- i) compliance/non-compliance with the EM Specification,
- j) any other information deemed necessary by the Employer's Agent.

The format to be used for the required method statements is bound in Annexure A of this EM Specification. The Contractor (and, where relevant, any sub-contractors) must also sign the Method Statement, thereby indicating that the work will be carried out according to the methodology contained in the approved Method Statement.

E5.1.1 Method Statements to be provided within 14 days from the Commencement Date

- a) Layout and Preparation of Contractor's Camp (E5.4).
- b) Ablution Facilities: number of, location, cleaning, method of securing to the ground, etc. of portable toilets (E4.2).
- c) Solid Waste Management: number of, type, location, cleaning, method of securing to the ground, etc. of bins (E4.4).
- d) Environmental Awareness Training: logistics for the environmental awareness courses for all the Contractor's management staff, as well as other employees (E5.2).
- e) Emergency Procedures for Accidental Hydrocarbon Leaks and Spillages (E4.1 and E5.8).
- f) Asphalt and Bitumen: details of all methods and logistics associated with the use of bitumen and asphalt (E5.11).

E5.2 **Environmental Awareness Training**

It is a requirement of this Contract that environmental awareness training courses are run for all personnel on Site. Two types of courses shall be run: one for the Contractor's and subcontractors' management, and one for all site staff and labourers. Courses shall be run during normal working hours at a suitable venue provided by the Contractor. All attendees shall remain for the duration of the course and sign an attendance register that clearly indicates participants' names on completion, a copy of which shall be handed to the Employer's Agent. The Contractor shall allow for sufficient sessions to train all personnel. Subsequent sessions shall be run for any new personnel coming onto Site. A Method Statement with respect to the organisation of these courses shall be submitted.

Notwithstanding the specific provisions of this clause, it is incumbent upon the Contractor to convey the spirit of the EM Specification to all personnel involved with the Works.

E5.2.1 Training Course for Management and Foremen

The environmental awareness training course for management shall include all management and foremen. The course, which shall be presented by the Employer's Agent or his designated representative, shall be of approximately one hour duration. The course shall be undertaken prior to the commencement of work on Site.

E5.2.2 Training Course for Site Staff and Labour

The environmental awareness training course for site staff and labour shall be presented by the Contractor from material provided by the Employer's Agent. The course shall be approximately one hour long. The course shall be undertaken not later than 3 working days after the commencement of work on Site, with sufficient sessions to accommodate all available personnel.

All the Contractor's employees, sub-contractors' employees and any suppliers' employees that spend more than 1 day a week or four days in a month on Site shall attend the Environmental Awareness Training Course for Site Staff and Labour

E5.3 Contractor's Environmental Representative (ESO)

The Contractor shall appoint an environmental representative, also called an Environmental Site Officer (ESO), who shall be responsible for undertaking a daily site inspection to monitor compliance with this EM Specification. The Contractor shall forward the name of the environmental representative (ESO) to the Employer's Agent for his approval. The environmental representative (ESO) shall complete Environmental Site Inspection Checklists (Annexure B attached hereto) and these shall be submitted to the Employer's Agent once a week.

E5.4 Site division, demarcation and "no go" areas

The Contractor shall restrict all his activities, materials, plant and personnel to within the Site or any particular working areas specified or indicated on the drawings.

The Contractor shall erect and maintain permanent and/or temporary fences of the type and in the locations specified elsewhere in the Scope of Work or on the drawings. Such fences shall, if so specified, be erected before undertaking any construction activities.

Where environmentally sensitive areas are specified as "no go" areas, the Contractor shall ensure that, insofar as he has the authority, no person, plant or material shall enter the "no go" areas at any time.

A Method Statement detailing the layout and method of establishment of the Contractor's camp (including all offices, shelters, eating areas, storage areas, ablution facilities and other infrastructure required for the running of the project) shall be provided.

E5.5 Access routes/ haul roads

On the Site and, if so required, within such distance of the Site as may be stated by the Employer's Agent, the Contractor shall control the movement of all vehicles and construction equipment, including that of his suppliers, so that they remain on designated routes, are distributed so as not to cause an undue concentration of traffic, and that all relevant laws are complied with. In addition, the movement of such vehicles and construction equipment shall be planned and operated so as to minimise disruption to regular users of the routes. As far as possible the Contractor shall use existing access and haul routes. Damage to existing access roads as a result of construction activities shall be repaired to the satisfaction of the Employer's Agent, using material similar to that originally used. The cost of the repairs shall be borne by the Contractor. New temporary access or haul routes may only be established with the prior approval of the Employer's Agent. The rehabilitation of such routes shall be to the Contractor's own cost and to the approval of the Employer's Agent.

Any directional signage required by the Contractor for the purposes of directing the movement of his own vehicles and construction equipment (or that of his subcontractors or suppliers) must be of a design and in a location approved by the Employer's Agent. Directional signage may not be erected in such a manner that it interferes with sight lines or pedestrian movement.

E5.6 Construction personnel information posters

The Contractor shall erect and maintain information posters for the information of his employees, depicting actions to be taken to ensure compliance with aspects of the EM Specification. A2 information posters, printed on white vinyl, shall be erected at the eating areas and any other locations specified by the Employer's Agent.

The specification for the poster is presented in Annexure C of this EM Specification. The symbols shall be black and the circles shall be red lines. The Contractor shall ensure that the construction personnel information posters are not damaged in any way, and shall replace a poster if any part of it becomes illegible.

E5.7 Fire control

Other than for cooking purposes as specified in Clause E4.3, no fires may be lit on Site. Any fires which occur shall be reported to the Employer's Agent immediately.

Smoking shall not be permitted in those areas where it is a fire hazard. Such areas shall include fuel storage and refuelling areas, and any other areas where the vegetation or other materials are susceptible to the start and rapid spread of fire.

In terms of the National Environment Management: Air Quality Act, 39 of 2004 and Community Fire Safety By-law, burning is not permitted as a disposal method.

The Contractor shall appoint a Fire Officer (who may be the ESO) who shall be responsible for ensuring immediate and appropriate actions in the event of a fire and shall ensure that employees are aware of the procedure to be followed. The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall forward the name of the Fire Officer to the Employer's Agent for his approval.

The Contractor shall comply with Clause 27 of the Construction Regulations, 2014 where applicable, and shall ensure that there is suitable and sufficient fire-fighting equipment available on Site at all times.

The Contractor shall be liable for any costs relating to the rehabilitation of burnt areas, should the fire be the result of the Contractor's activities on Site

The Contractor shall submit a Method Statement to the Employer's Agent covering the procedure to be followed in the event of a fire.

E5.8 Emergency procedures

The Contractor's attention is drawn to the Method Statements required in terms of Clauses E4.1 and E5.7 above. Such Method Statements shall include procedures to be followed by the Contractor in the event of an emergency.

Furthermore, in the event of an emergency the Contractor shall contact the City of Cape Town's Emergency Call Centre by telephoning 107 or 021 480 7700 (from a cell phone). Telephone numbers of emergency services, including the local fire fighting service, shall be posted conspicuously in the Contractor's office near the telephone.

E5.9 Health and safety

The Contractor shall comply with requirements of the Occupational Health and Safety Act, 85 of 1993 and Construction Regulations, 2014, the Health and Safety Specification and relevant clauses of GCC 2015, insofar as health and safety is concerned.

E5.10 Community relations

If so required, the Contractor shall erect and maintain information boards in the position, quantity, design and dimensions specified in the Scope of Work or as directed by the Employer's Agent. Such boards shall include contact details for complaints by members of the public in accordance with details provided by the Employer's Agent.

The Contractor shall keep a "Complaints Register" on Site. The Register shall contain all contact details of the person who made the complaint, and information regarding the complaint itself.

E5.11 General protections in terms of the National Heritage Resources Act, 25 of 1999

The Contractor shall take cognisance of the provisions of the National Heritage Resources Act, 25 of 1999 in respect of, *inter alia*, structures older than 60 years; archaeology, palaeontology and meteorites; burial grounds and graves; and public monuments and memorials.

E5.12 Protection of natural features

The Contractor shall not deface, paint, damage or mark any natural features (e.g. rock formations) situated in or around the Site for survey or other purposes, unless agreed beforehand with the Employer's Agent. Any features affected by the Contractor in contravention of this clause shall be restored/ rehabilitated to the satisfaction of the Employer's Agent. The cost of restoration/rehabilitation shall be borne by the Contractor.

The Contractor shall not permit his employees to make use of any natural water sources (e.g. springs, streams, open water bodies) for the purposes of swimming, personal washing and the washing of machinery or clothes.

E5.13 Protection of flora and fauna

Except to the extent necessary for the carrying out of the Works, as specified by the Employer's Agent, no vegetation shall be removed, damaged or disturbed.

The presence of any wild animals found on Site shall be reported to the Employer's Agent, who shall issue an instruction with regard to their removal or relocation. If a wild animal needs removal from the Site the Cape Nature Conservation Services Manager may be contacted for assistance (tel 021 955 9132/9121/3122/9130). Trapping poisoning, injuring or shooting animals is strictly forbidden. No domestic pets or livestock are permitted on Site, with the exception of controlled watchdogs approved by the Employer's Agent.

Where the use of herbicides, pesticides and other poisonous substances has been specified, the Contractor shall submit a Method Statement to the Employer's Agent for approval.

E5.14 Erosion and sedimentation control

The Contractor shall take all reasonable measures to limit erosion and sedimentation due to the construction activities and shall, in addition, comply with such detailed measures as may be required by the Scope of Work. Where erosion and/or sedimentation, whether on or off the Site, occurs, rectification shall be carried out in accordance with details specified by the Employer's Agent. Where erosion and/or sedimentation occur due to the fault of the Contractor, rectification shall be carried out to the reasonable requirements of the Employer's Agent, at the Contractor's cost. In particular, the Contractor shall ensure that the municipality's stormwater system is kept free from sediment arising from the Works.

Any runnels or erosion channels developed during the construction period or during the vegetation establishment period shall be backfilled and compacted, and the areas restored to a proper condition. Stabilisation of cleared areas to prevent and control erosion shall be pro-actively managed by the Contractor. The method of stabilisation shall be determined in consultation with the Employer's Agent.

E5.15 Aesthetics

The Contractor shall take any requisite measures to ensure that construction activities do not have an undue negative impact on the aesthetics of the area.

E5.16 Temporary site closure

In the event of temporary site closure (for a period exceeding one week), the Contractor's ESO shall carry out checks and ensure that, amongst others, the following conditions pertain and report on compliance with this clause:

- a) Fire extinguishers are serviced and accessible.
- b) There is adequate ventilation in enclosed spaces.
- c) All hazardous substance stores are securely locked.
- d) Fencing and barriers are in place.
- e) Emergency and management contact details are prominently displayed and available.
- f) Wind and dust mitigation measures, e.g. straw, brush packs, irrigation, etc. are in place.
- g) Excavated and filled slopes and stockpiles are at a stable angle and capable of accommodating normal expected water flows.
- h) There are sufficient detention ponds or channels in place.
- i) Cement and materials stores are secured.
- j) Toilets are empty and secured.

- k) Central waste area and all refuse bins are empty and secured.
- l) Contaminated water conservancy tank empty.
- m) Any bunded areas are clean and treated with an approved product where applicable (e.g. Spill Sorb or Enretech #1 powder or equivalent).
- n) Drip trays are empty and secure

E5.17 Asphalt and bitumen

Bitumen drums/products, if stored on Site, shall be stored in an area approved by the Employer's Agent. This area shall be indicated on the Method Statement for the Layout and Preparation of the Contractor's Camp. The storage area shall be constructed with an appropriate base, bunding and sump to the satisfaction of the Employer's Agent. A Method Statement shall be provided in this regard.

When heating bitumen products, the Contractor shall take cognisance of appropriate fire risk controls. Heating shall only be undertaken using LPG or similar zero emission fuels. Appropriate fire fighting equipment shall be readily available on Site.

E5.18 Dust

The Contractors shall be solely responsible, at his cost, for the control of dust arising from his activities on Site, and for any costs involved in damages resulting from the dust. The Contractor shall take all reasonable measures to minimise the generation of dust

E5.19 Contractor's advertising signage

Any advertising on the Site or any part of the Works shall remain at the sole discretion of the Employer, who reserves the right to order, via the Employer's Agent, its removal, covering or re-sizing, wherever placed, at no cost to the Employer.

Apart from at the Contractor's camp, no signage advertising the Contractor, or any of its subcontractors, manufacturers, suppliers or service providers shall be placed, fixed or erected anywhere on the Site or on the Works without the prior approval of the Employer's Agent. No advertising signage will be permitted on any designated scenic route. Notwithstanding any prior approval given, the Employer's Agent may instruct the Contractor to remove, cover or re-size any advertising signage at any time at no cost to the Employer.

Advertising signage at the Contractor's camp shall be appropriately designed and sized with due consideration to the surrounding environment, views and sight lines.

Branding or identification markings on the Contractor's and subcontractor's vehicles and equipment is generally permitted, although the Employer reserves the right to instruct, via the Employer's Agent, the removal, covering or re-sizing of any branding, markings or signage, on any equipment (scaffolding, for example), which it considers inappropriate in the environment in which it is placed.

No third party advertising (that is, in respect of any person, business or product that is not associated with the Works) shall be permitted anywhere on the Site or Works.

E5.20 Clearance of Site on completion

On completion of the Works, and at final completion when all defects have been remedied or corrected, the Contractor shall, in addition to the requirements for clearance of the Site in terms of the Contract, ensure that he has complied with the following requirements in terms of this EM Specification:

E5.20.1 Clause E3.1

Clean-up of improperly secured transported materials, and rehabilitation of storage areas.

E5.20.2 Clause E4.1.3

Remediation of hydrocarbon spill and leak areas.

E5.20.3 Clause E4.4

Disposal of litter, refuse and Contractor's waste.

Clause E5.4

Removal of temporary fences and Contractor's camp.

E5.20.4 Clause E5.5

Repair of access roads damaged by the Contractor, and rehabilitation of temporary access routes.

E5.20.5 Clause E5.7

Rehabilitation of burnt areas should a fire be the result of Contractor's activities on Site.

E5.20.6 Clauses E5.11 to 5.13

Rehabilitation of heritage and natural features, including vegetation which is damaged or disturbed, which required protection in terms of these clauses.

E5.20.7 Clause E5.14

Rectification where erosion and/or sedimentation has occurred due to the fault of the Contractor .

E5.20.8 Clause E5.19

Removal of Contractor's advertising signage.

E6 TOLERANCES**E6.1 Fines**

Environmental management is concerned not only with the final results of the Contractor's operations, but also with the control of how these operations are carried out. Tolerance with respect to environmental matters applies not only to the finished product, but also to the standard of the day-to-day operations required to complete the Works.

It is thus required that the Contractor shall comply with the EM Specification on an on-going basis and any failure on his part to do so will entitle the Employer's Agent to certify the imposition of a fine. Fines may be issued per incident at the discretion of the Employer's Agent. Such fines will be issued in addition to any remedial costs incurred as a result of non-compliance with the environmental specifications. The Employer's Agent will inform the Contractor of the contravention and the amount of the fine, and will deduct the amount from monies due in payment certificates issued under the Contract.

Maximum fines for the following transgressions by either the Contractor and/or his sub-contractors may be imposed by the Employer's Agent, as follows:

	Maximum fine per incident
a) Vehicles, plant or materials related to the Contractor's operations, parked or stored outside the demarcated boundaries of the Site.	R 2 000
b) Persons, vehicles, plant or materials related to the Contractor's operations, found within the designated boundaries of a "no go" area.	R 4 000
c) Persistent and unrepaired oil leaks from machinery/not using a drip tray to collect waste oil and other lubricants/not using specified absorbent material to encapsulate hydrocarbon spillage/using inappropriate methods of refuelling (the use of a funnel rather than a pump).	R 3 000
d) Refuelling in areas not approved by the Employer's Agent.	R 3 000
e) Litter on Site.	R 1 000
f) Deliberate lighting of fires on Site.	R 5 000
g) Individual not making use of the Site ablution facilities.	R 1 000
h) Damage to trees not specified to be removed.	R 5 000
i) Dust or excessive noise emanating from the site	R 1 000
j) Not containing water contaminated with pollutants such as cement, concrete, fuel, etc.	R 2 000

For each subsequent similar offence the fine shall be doubled in value to a maximum value of R50 000.

E7 TESTING

Not applicable to this tender.

E8 MEASUREMENT AND PAYMENT

E8.1 Basic principles

Except where separate pay items have been measured in the Bills of Quantities, all costs in respect of complying with the EM Specification are deemed to be covered by the sum tendered for complying with the EM Specification.

ANNEXURE A: ENVIRONMENTAL METHOD STATEMENT

CONTRACT:.....

DATE:.....

PROPOSED ACTIVITY (give title of method statement and reference number from the EMP):

--

WHAT WORK IS TO BE UNDERTAKEN (give a brief description of the works - attach extra information to ensure accurate description given):

--

WHERE THE WORKS ARE TO BE UNDERTAKEN (where possible, provide an annotated plan and a full description of the extent of the works):

--

START AND END DATE OF THE WORKS FOR WHICH THE METHOD STATEMENT IS REQUIRED:

Start Date:

End Date:

HOW THE WORKS ARE TO BE UNDERTAKEN (provide as much detail as possible, including annotated sketches and plans where possible):

Note: please give too much information rather than too little. Please ensure that issues such as emergency procedures, hydrocarbon management, wastewater management, access, individual responsibilities, materials, plant used, maintenance of plant, protection of natural features, etc. are covered where relevant

DECLARATIONS

1) EMPLOYER'S AGENT'S REPRESENTATIVE/ENVIRONMENTAL OFFICER/ENVIRONMENTAL CONTROL OFFICER

The work described in this Method Statement, if carried out according to the methodology described, appears to be satisfactorily mitigated to prevent avoidable environmental harm:

(signed)

(print name)

Dated: _____

2) CONTRACTOR

I understand the contents of this Method Statement and the scope of the works required of me. I further understand that this Method Statement may be amended on application to other signatories and that the Employer's Agent's Representative/Environmental Officer/Environmental Control Officer will audit my compliance with the contents of this Method Statement. I understand that this method statement does not absolve me from any of my obligations or responsibilities in terms of the Contract.

(signed)

(print name)

Dated: _____

3) EMPLOYER'S AGENT

The works described in this Method Statement are approved.

(signed)

(print name)

(designation)

Dated: _____

ANNEXURE B: ENVIRONMENTAL SITE INSPECTION CHECKLIST
TO BE SUBMITTED TO THE EMPLOYER'S AGENT ONCE A WEEK

CONTRACT:.....

DATE:.....

ENVIRONMENTAL ASPECT	YES/ NO (✓ or X)	COMMENTS
• All new personnel on Site are aware of the contents of the EMP and have been through the environmental awareness course.		
• Contractor's camp is neat and tidy and the labourers' facilities are of an acceptable standard.		
• Sufficient and appropriate fire fighting equipment is visible and readily available in the appropriate places.		
• Waste control and removal system is being maintained.		
• Fences are being maintained.		
• Drip trays are being utilised where there is a risk of spillage.		
• Bunded areas/drip trays are being emptied on a regular basis (especially after rain).		
• No leaks are visible from construction vehicles.		
• Refuelling of vehicles and plant occurs within designated areas, and appropriate refuelling apparatus and drip trays are being used.		
• "No go" areas, natural features, vegetation, etc. have not been damaged.		
• Dust control measures (if necessary) are in place and are effectively controlling dust.		
• Noise control measures (if necessary) are in place and are working effectively.		
• Erosion and sedimentation control measures (if necessary) are in place and are controlling effectively.		
• Material stockpiles are located within the boundary of the Site and are protected from erosion.		
• Other		

Completed by:.....

Signed:.....

ANNEXURE C: CONSTRUCTION PERSONNEL INFORMATION POSTER

ENVIRONMENTAL MANAGEMENT DO'S AND DON'TS			
	Workers & equipment must stay inside the site boundaries at all times		Use the toilets provided Report full or leaking toilets
	Do not swim in or drink from streams Do not throw oil, petrol, diesel, concrete or rubbish in the stream Do not work in the stream without direct instruction Do not damage the banks or vegetation of the stream		Only eat in demarcated eating areas Never eat near a river or stream Put packaging & leftover food into rubbish bins
	Protect animals on the site Ask your supervisor or Contract's Manager to remove animals found on site		Do not litter - put all rubbish (especially cement bags) into the bins provided Report full bins to your supervisor The responsible person should empty bins regularly
	Do not damage or cut down any trees or plants without permission Do not pick flowers		Always keep to the speed limit Drivers - check & report leaks Ensure loads are secure & do not spill
	Put cigarette butts in a rubbish bin Do not smoke near gas, paints or petrol Do not light any fires without permission Know the positions of fire fighting equipment Report all fires Do not burn rubbish or vegetation without permission		Know all the emergency phone numbers
	Work with petrol, oil & diesel in areas marked for this Report any petrol, oil & diesel leaks or spills Use a drip tray under vehicles & machinery Empty drip trays after rain & do not throw this water into a river		Fines of between R1000 and R5000 Removal from site Construction may be stopped
	Try to avoid producing dust - wet dry ground & soil		Report any breaks, floods, fires, leaks and injuries to your supervisor Ask questions!
	Do not make loud noises around the site, especially near schools and homes Report or repair noisy vehicles		

Cont

Part C3: Scope of Works

Management

ANNEXURE D: ADDITIONAL ENVIRONMENTAL ISSUES DEEMED TO FORM PART OF THE ENVIRONMENTAL MANAGEMENT PROGRAMME

Listed below are issues pertaining to the environment that form part of the Contract Document. The clause references relate to the **General Conditions of Contract for Construction Works, Third Edition, 2015 (GCC 2015)**. They are listed here to emphasise that they form part of the environmental considerations and requirements for this project. They must be read together with any Contract Specific Data referring thereto in Part C1.2 Contract Data. The comments made below on the various issues are to be taken as explanatory, in so far as environmental matters are concerned, and do not modify the clauses in any way.

1. Monitoring

Clause 3.1.1 makes provision for the Employer's Agent to administer the Contract in accordance with the provisions of the Contract, including the monitoring of any environmental variables.

2. Health and safety

Clauses 3.1.4, 4.3.1, 4.3.2 and 4.10.1 remind the Contractor of his obligations in terms of the Occupational Health and Safety Act (No. 85 of 1993) and Construction Regulations 2014.

Clause 5.7 of SANS 1200A reinforces these requirements through the observation of proper and adequate safety arrangements.

3. Employer's Agent's authority to delegate

Clause 3.2.4 gives the Employer's Agent the authority to appoint a representative to act as the Environmental Officer (EO) for the Contract. The EO, who shall be responsible for monitoring compliance with the EMP, may be the Employer's Agent's Representative or any other person accountable to the Employer's Agent.

4. Employer's Agent's instructions

Clause 4.2.1 requires that the Contractor comply with the Employer's Agent's instructions on any matter relating to the Works. Moreover, Clause 4.2.2 ensures that the Contractor only takes instructions from the Employer's Agent, the Employer's Agent's Representative or a person authorised by the Employer's Agent in terms of Clause 3.2.4.

5. Compliance with applicable laws

Clause 4.3.1 requires that the Contractor comply with all applicable laws, regulations, etc. in fulfilling the Contract.

6. Protection of fossils, etc.

Clause 4.7.1 requires the Contractor to take reasonable precautions to prevent any person from damaging, *inter alia* anything of geological or archaeological interest, and requires that he inform the Employer's Agent and follows any instructions issued in this regard.

7. Housing, food and transport

Clause 4.10.1 requires the Contractor to make his own arrangements for payment, housing, feeding and transport for his employees, provided that if he uses any part of the Site for such purposes he shall obtain the Employer's Agent's prior approval.

Clause 4.2 of SANS 1200A further requires that facilities provided comply with local authority regulations and are maintained in a clean and sanitary condition.

8. Competent employees

Clause 4.11.1 requires that all persons employed on Site are careful, competent, and efficient. These attributes embrace knowledge of the environmental matters and issues dealt with in the EMP.

9. Removal from Site

Clause 4.11.2 makes provision for the Employer's Agent to instruct the removal from the Works and Site of any person who is guilty of misconduct, or is incompetent or negligent, or is an undesirable presence on Site.

Clause 7.1.1 requires that all Construction Equipment be in good working order. Accordingly, the Employer's Agent may order that any Construction Equipment not complying with the environmental specifications be removed from Site.

10. Unacceptable documentation

Clauses 5.3.1 and 5.3.2 require the Contractor to provide documentation required before commencement with Works execution, failing which the Employer may terminate the Contract. Such documentation includes the Protection of the Environment Declaration provided for in the Contract Document.

11. Programme and Method Statements

Clause 5.6.1 makes provision for the Employer's Agent to request the programmes for carrying out the Works.

Clause 5.6.2 makes provision for the Employer's Agent to request statements from the Contractor for the entire scope of the work. In the case of the environmental specifications, these would be submitted as Method Statements.

12. Hours of operation

Clause 5.8.1 restricts the Contractor's hours of operation to between sunrise and sunset on working days (usually from Monday to Saturday), unless, *inter alia*, permitted by the Employer's Agent in writing.

Clause 5.7.2 further requires that in the event that permission is granted for night work, then such work shall be carried out without excessive noise and disturbance.

13. Suspension of Works

Clause 5.11.1 enables the Employer's Agent to suspend the progress of the Works or any part thereof, which may be as a result of some default or breach of the Contract on the part of the Contractor.

14. Site clean-up

Clause 5.15.1 requires that, on completion of the Works, the Contractor shall clear away and remove from the Site all Construction Equipment, surplus materials, rubbish and Temporary Works of every kind and leave the whole of the Site and Works clean and in a safe condition. All streams and watercourses shall be restored to the condition as at the commencement of the Works. Should the Contractor fail to do the work upon notice from the Employer's Agent, the Employer may in terms of Clause 7.8.3, employ others to carry out the work and recover the cost of doing so from the Contractor.

15. Access to the Works

Clause 7.3.1 makes provision for the Employer's Agent to authorise the Environmental Officer (EO) to have access to the Works and Site.

16. Pollution prevention and interferences

Clause 8.1.2 requires that all operations necessary for the execution of the Works be carried out so as not to cause unnecessary noise or pollution, or to interfere unnecessarily or improperly with public services, or the access to, use and occupation of public or private roads and footpaths or properties.

Clause 5.6 of SANS 1200A further requires the Contractor to minimise dust nuisance and pollution of streams and inconvenience to or interference with the public.

17. Dust

Clause 8.1.2 requires that all operations necessary for the execution of the Works be carried out so as not to cause unnecessary pollution.

Clause 5.6 of SANS 1200A requires that the Contractor take all reasonable measures to minimise any dust nuisance.

18. Noise

Clause 8.1.2 requires that all operations necessary for the execution of the Works be carried out so as not to cause unnecessary noise.

Clause 4.1 of SANS 1200A requires that when working in built-up areas, the Contractor shall provide and use suitable and effective silencing devices for pneumatic tools and other plant that would otherwise cause a noise level exceeding 85dB.

19. Protection of existing environment

Clause 8.1.3 requires that the Contractor uses every reasonable means to prevent any roads or bridges to or in the vicinity of the Site being subjected to damage by excessive loads, or disruption due to excessive traffic, occasioned by his transport arrangements.

20. Reinstatement

Clauses 8.2 and 8.4 make provision for the Contractor to repair and make good any damage to the Works in his care (other than "excepted risks"), and bear any costs associated with such reinstatement.

21. Reporting accidents

Clause 8.5.1 requires the Contractor to report to the Employer's Agent every occurrence on the Site which causes environmental damage.

H: HEALTH AND SAFETY SPECIFICATION

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H: HEALTH AND SAFETY SPECIFICATION

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

H1 DEFINITIONS

For the purposes of this Specification, the definitions given in the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, and the following definitions, shall apply:

- a) "Construction Regulations, 2014" means the Construction Regulations (GNR. 84 of 7 February 2014) published in terms of the OHS Act.
- b) "Contractor" means the Principal Contractor as defined in the Construction Regulations, 2014.
- c) "Employer" means the Client or his agent as defined in the Construction Regulations, 2014.
- d) "Employer's Agent" means the person/firm so named in the Contract Data whose function is to administer the Contract as agent of the Employer, acting through, if appointed, a Health and Safety Agent.
- e) "OHS Act" means the Occupational Health and Safety Act, 85 of 1993.
- f) "subcontractor" means any contractor employed by the Contractor to perform construction work.

H2 SCOPE

In terms of the OHS Act and the Construction Regulations, 2014 the Employer must provide the Contractor with a Health and Safety Specification, to which the Contractor must respond with a Health and Safety Plan for approval by the Employer.

The purpose of this Specification is to ensure that a contractor entering into a contract with the Employer maintains an acceptable level of compliance with regard to health and safety issues during the performance of the Contract. In this regard the Health and Safety Specification forms an integral part of the Contract and the Contractor shall ensure that his subcontractors and/or suppliers comply with the requirements of this Specification.

H3 INTERPRETATION

The OHS Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this Specification.

Responsibility for health and safety relating to the Works lies with the Contractor as described in this Specification. Nothing stated in or omitted from this Specification shall in any way limit the Contractor's obligations and liabilities in terms of the OHS Act.

H4 GENERAL REQUIREMENTS

The Contractor shall:

- a) create and maintain a safe and healthy work environment;
- b) execute the Works in a manner that complies with all the requirements of the OHS Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring; and
- c) respond to the instructions issued by the Employer's Agent through the Employer's Agent's Representative, except in the case of a health and safety issue which requires the Contractor's immediate attention, in which case the Employer's Health and Safety Agent can issue an instruction directly to the Contractor.

H5 ADMINISTRATION

H5.1 Application for construction work permit

In terms of Regulation 3 of the Construction Regulations, 2014, read together with the exemptions published by the Department of Labour in Government Notice dated 7 July 2015, a client who intends to have construction work carried out, must at least thirty days before that work is to be carried out apply to the Provincial Director in writing for a construction work permit to perform construction work if the works contract is of a value exceeding sixty million Rand (R60 000 000) or Construction Industry Development Board

(CIDB) grading level 7 or exceeding a duration of 365 days and 3600 man-days. In such cases, the Employer's Agent will not issue an instruction to commence executing the Works, and the Contractor will not be permitted to commence with Works execution, until such time as the required construction work permit has been issued by the Provincial Director.

The employer will apply for the construction work permit as soon as possible after its Bid Adjudication Committee has awarded the contract based on the draft Health and Safety Plan submitted. Should the issuing of a construction work permit be delayed by the submission of a draft Health and Safety Plan which, in the opinion of either the Employer's Health and Safety Agent, or the Provincial Director of the Department of Labour, is unacceptable, no claim for an extension of time will be entertained.

The issuing of a construction work permit by the Department of Labour shall in no way nullify the requirement to submit a Health and Safety Plan to the Employer's Health and Safety Agent for discussion and approval (in terms of Clause H8.3 of this specification) before commencement with Works execution.

H5.2 Notification of intention to commence construction work

The Contractor shall notify the Provincial Director of the Department of Labour in writing using the pro forma contained in Annexure 2 of the Construction Regulations, 2014 before construction work commences, and retain a copy of such notification in the health and safety file, if such work will:

- a) include excavation work;
- b) include working at a height where there is a risk of falling;
- c) include the demolition of a structure; or
- d) include the use of explosives to perform construction work.

The Contractor shall ensure that no work commences on an electrical installation which requires a new supply or an increase in electricity supply before the person who supplies or contracts or agrees to supply electricity to that electrical installation has been notified of such work.

The Contractor shall ensure that no asbestos work is carried out before the Provincial Director of the Department of Labour has been notified in writing.

H5.3 Occupational Health and Safety Agreement

The Contractor shall enter into an Agreement with the Employer before the commencement of the Works on Site.

H5.4 Good standing with the Compensation Fund or a licensed compensation insurer

The Contractor shall provide the Employer's Agent with a letter of good standing from the Compensation Commissioner or a licensed compensation insurer before the commencement of the Works on Site.

H5.5 Emergency procedures

The Contractor shall submit for acceptance to the Employer's Agent a health and safety emergency procedure, which includes but is not limited to fire, spills, accidents and exposure to hazardous substances, which:

- a) identifies the key personnel who are to be notified of any emergency;
- b) sets out details of available emergency services, including contact particulars; and
- c) the actions or steps which are to be taken during an emergency.

The Contractor shall within 24 hours of an emergency taking place notify the Employer's Agent in writing of the emergency and briefly outline what happened and how it was dealt with.

H5.6 Health and safety file

The Contractor shall ensure that a Health and Safety file, which shall include all documentation required in terms of the provisions of the OHS Act, the Construction Regulations, 2014 and this Health and Safety Specification, is open and kept on Site at all times.

The Health and Safety file shall be made available for inspection by any inspector, subcontractor, the Employer, the Employer's Agent, the Employer's Health and Safety Agent, or employee of the Contractor, upon the request of such persons.

The Contractor shall hand over the Health and Safety file to the Employer's Agent upon Works completion of the Contract and, if applicable, a certificate of compliance accompanied by a test report for the electrical installation in accordance with the provisions of the Electrical Installation Regulations, 1992.

H5.7 Health and safety committee

Where applicable, the Contractor shall establish a health and safety committee, and shall convene health and safety meetings as provided for in the OHS Act.

The Employer's Agent or the Employer's Health and Safety Agent shall be invited to attend such meetings as an observer.

The Contractor shall ensure that minutes of the health and safety committee meetings are kept.

H5.8 Inspections, formal enquires and incidents

The Contractor shall inform the Employer's Agent:

- a) beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
- b) as soon as reasonably practicable of the occurrence of an incident (as defined in the OHS Act) on the Site.

The Contractor shall record all incidents and notify the Employer's Agent of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incident to an inspector as designated in terms of the OHS Act.

The Contractor shall investigate all incidents and issue the Employer's Agent with copies of such investigations.

H5.9 Personal protective equipment and clothing

The Contractor shall ensure that all workers are issued with the necessary personal protective clothing.

H5 APPOINTMENTS

H6.1 Appointment of construction manager

The Contractor shall, prior to commencing the Works on Site, appoint a full-time competent person as the construction manager, with the duty of managing all construction work on a single site, including the duty of ensuring occupational health and safety compliance. In the absence of the construction manager an alternative must be appointed by the Contractor.

The Contractor may, having considered the size of the project, appoint, in writing, one or more assistant construction managers for different sections thereof.

No construction manager may manage any construction work on or in any construction site other than the Site in respect of which he or she has been appointed.

H6.2 Appointment of construction supervisor, and health and safety officers

The construction manager shall appoint a competent employee(s) in writing as the construction supervisor(s) for the Site, who will be responsible for construction activities and ensuring occupational health and safety compliance on the construction site. The Contractor may, having considered the size of the project, appoint, in writing, one or more competent employees to assist the appointed construction supervisor(s).

The Contractor may, having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the Site, appoint a full-time or part-time construction health and safety officer in writing, who has in the Contractor's opinion the necessary competencies and resources, to assist the Contractor in the control of all health and safety related aspects on the Site.

The Contractor shall compile and maintain an organogram which outlines the roles and responsibilities of the construction supervisor's assistants, and health and safety officers.

H6.3 Other competent persons

The Contractor shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:

- a) temporary works operations;
- b) excavation work;
- c) demolition work;
- d) scaffolding work operations;
- e) suspended platform work operations;
- f) rope access work;
- g) material hoists;
- h) operation of bulk mixing plant;
- i) explosive activated fastening device;
- j) cranes;
- k) construction vehicles and mobile plant (equipment);
- l) the stacking and storage of articles on the Site; and
- m) fire equipment.

The Contractor shall appoint in writing competent persons to:

- l) induct employees in health and safety; and
- m) prepare a fall protection plan.

H6.4 Health and safety representative(s)

The Contractor shall appoint in writing, if necessary in terms of the OHS Act, a health and safety employee representative(s), whose duties shall be as described in the OHS Act.

H7 EMPLOYER'S HEALTH AND SAFETY AGENT

The Employer's Health and Safety Agent shall:

- a) audit the Contractor's compliance with the requirements of this Specification prior to the commencement of any physical construction activities on the Site;
- b) accept or reject all safety plans, giving reasons for rejecting such plans;
- c) monitor the effective implementation of all safety plans;
- d) conduct periodic and random audits on the health and safety file to establish compliance with the requirements of this Specification and the Contractor's health and safety plan; and
- e) visit the site at regular intervals to conduct site inspections, and based upon such visits issue, wherever necessary, any notices and/or instructions to the Contractor or any of the Contractor's subcontractors with a copy to the Employer's Agent and, where relevant, to the Contractor.

The Contractor shall invite the Employer's Health and Safety Agent to audit compliance with the requirements of this Specification before commencing with any new construction activity on the Site.

The Contractor shall permit the Employer's Health and Safety Agent to audit the Contractor's compliance with the approved Health and Safety Plan, and shall provide any assistance and/or documentation as may be required in this regard.

H8 CREATING AND MAINTAINING A SAFE AND HEALTHY WORK ENVIRONMENT

H8.1 General

The Contractor shall with respect to the Site and the construction works that are contemplated:

- a) cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;
- b) evaluate the risks associated with such work constituting a hazard to the health and safety of such employees and the steps that need to be taken to comply with the OHS Act; and

- c) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

The Contractor shall ensure that:

- d) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
- e) no structure or part of a structure is loaded in a manner which would render it unsafe;
- f) relevant information, if any, provided by the designer of the structure is taken into account in the risk assessment; and
- g) the designer of any temporary works complies with the requirements of regulation 6(2) of Construction Regulations, 2014.

The Contractor shall carry out regular inspections and audits to ensure that the Works are being performed in accordance with the requirements of this Specification and the Contractor's health and safety plan.

H8.2 Risk assessment

The Contractor shall before the commencement of any construction work on Site and during such construction work, cause risk assessment(s) to be performed by a competent person appointed in writing. Such assessment(s) shall as a minimum:

- a) identify the risks and hazards to which persons may be exposed to;
- b) analyse and evaluate the identified risks and hazards based on a documented method;
- c) document a plan of safe work procedures, including the use of any personal protective equipment or clothing and the undertaking of periodic "toolbox talks" or inductions before undertaking hazardous work, in order to mitigate, reduce or control the risks and hazards that have been identified;
- d) provide a monitoring plan; and
- e) provide a review plan.

The Contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

The Contractor must review the relevant risk assessment -

- f) where changes are effected to the design and or construction that result in a change to the risk profile; or
- g) when an incident has occurred.

H8.3 Health and safety plans

The Contractor shall prior to commencing the Works to which this Specification applies, submit to the Employer's Health and Safety Agent for approval a suitable and sufficiently documented health and safety plan, based on this Specification and the risk assessment that is conducted.

The health and safety plan shall include, but not be limited to, the following:

- a) The safety management structure, including the names of all designated persons such as the construction supervisor and any other competent persons;
- b) Safety method statements and procedures to be adopted to ensure compliance with the OHS Act; Construction Regulations, 2014 and this Health and Safety Specification;
- c) The provision and use of temporary services;
- d) Personal protective equipment, devices and clothing required;
- e) Emergency procedures;
- f) Provision of workers' welfare facilities;
- g)
- h) Induction and training;
- i) Arrangements for monitoring and control to ensure compliance with the safety plan; and
- j) Provision and maintenance of the health and safety file and all other relevant documentation.

The Contractor shall provide each subcontractor with the sections of this Health and Safety Specification pertaining to the construction work to be performed by that subcontractor. The subcontractor shall provide the Contractor with a health and safety plan pertaining to his work, for incorporation into the Contractor's health and safety plan.

The Contractor shall discuss the submitted health and safety plan with the Employer's Health and Safety Agent, modify such plan in the light of the discussions and resubmit the modified plan for approval.

The Contractor shall apply the approved health and safety plan from the date of its approval and for the duration of the Works to which this Specification applies.

The Contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the Employer's Health and Safety Agent, but at least once every month.

The Contractor shall update the health and safety plan whenever changes to the Works are brought about.

H8.4 Responsibilities towards employees and visitors

The Contractor shall, as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.

The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

The Contractor shall cause a record of all induction training to be kept, which indicates the names, identity numbers and job description of all those who attended such training.

The Contractor shall not allow or permit any employee to enter the Site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the Site at the time of entry.

The Contractor shall ensure that all of his employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner on the prescribed form.

The Contractor shall ensure that each visitor to the Site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:

- a) undergoes health and safety instruction pertaining to the hazards prevalent on the Site; and
- b) is in possession of and using the necessary personal protective equipment.

The Contractor shall cause a record of all induction training to be kept in the Health and Safety file.

The Contractor shall provide suitable on-site signage to alert workers and visitors to health and safety hazards and requirements. Such signage shall include but not be limited to:

- c) prohibited unauthorized entrance;
- d) signage to indicate what personal protective equipment is to be worn; and
- e) activity related signs.

The Contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

H8.5 Subcontractors

The Contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to safely perform the work falling within the scope of the subcontract.

The Contractor shall ensure that all of his obligations in respect of subcontractors in terms of the

Construction Regulations, 2014 are adhered to.

H8.6 Work permits and wayleaves

The Contractor shall be responsible for obtaining all the wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall abide by the safety conditions imposed by such wayleaves, permissions or permits.

H8.7 Access to the Site

The Contractor shall ensure that access to the Site is strictly controlled and that, where possible, only authorised persons are permitted onto the Site.

The Contractor shall control the access to Site of his own personnel and equipment, and that of his subcontractors and suppliers, in such a way so as to ensure that the safety of all public pedestrian and vehicular traffic is not compromised.

H8.8 First aid and emergency procedures

The Contractor shall, where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace, which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment.

The Contractor shall ensure, where there are more than 10 employees employed on the Site, that for every group of up to 50 employees at that workplace at least one person is readily available during normal working hours who is in possession of a valid certificate of competency in first aid.

The following information shall be conspicuously posted in the offices of the Contractor for the duration of the Contract:

- a) Telephone numbers of emergency services;
- b) The names of all safety representatives and safety officers; and
- c) The name(s) of the competent first aider(s).

The Contractor shall post, in prominent places, notices indicating where the first aid box(es) is/are kept, as well as the name of the person in charge of the first aid box.

H8.9 Housekeeping

The Contractor shall ensure, *inter alia*, that suitable housekeeping is continuously implemented on the Site, including provision for the:

- a) removal of scrap, waste and debris, and materials which are no longer required for use, at appropriate intervals (in accordance with Construction Regulation 27); and
- b) proper stacking and storage of materials and equipment (in accordance with Construction Regulations 27 and 28).

H8.10 Fire precautions

The Contractor shall ensure that all appropriate measures are taken to minimize the risk of fire and that appropriate procedures and equipment are in place to deal with the event of a fire, all in accordance with Construction Regulation 29 and the Environmental Management Specification in Part C3.5 of the Scope of Work.

H8.11 Facilities for workers

The Contractor shall provide ablution facilities and eating areas all as specified in the Environmental Management Specification in Part C3.5 of the Scope of Work.

H9 GENERAL HAZARDS AND RISKS APPLICABLE TO WORK REQUIRED IN TERMS OF THIS TENDER

H9.1 Existing Site conditions

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H9.4 Traffic hazards

H9.5 Construction materials (hazardous substances)

H9.6 Excavation Work (CR 13)

H9.7 Bulk mixing plant (CR 20)

H9.8 Construction vehicles and mobile plant (equipment) (CR 23)

H9.9 Electrical installations and machinery (CR 24)

H9.10 Flammable liquids (CR 25)

H9.11 Water environments (CR 26)

C3.6 Annexes

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ANNEX 1

CONTRACT NO. AND NAME: _____

CONTRACTOR: _____

B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT CERTIFICATE NO.

Value of the contract (as defined in Schedule 21: Preferencing Schedule) (P*)	R	B-BBEE Status Level of Prime Contractor	
---	---	---	--

Name of Sub-contractor (list all Sub-contractors)	B-BBEE Status Level of Sub-contractor ¹	Total Value of Sub-contract (Excl VAT) ¹	Value of Sub-contract work to date (Excl VAT)	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than Prime Contractor
Sub-contractor A				
Sub-contractor B				
Sub-contractor C				

¹ Documentary evidence to be provided	Total:
Expressed as a percentage of P*	%

Signatures

Contractor: _____ Date: _____

Engineer/
Engineer's
Representative: _____ Date: _____

ANNEX 2**Project Labour Report**

Project/Contract Name:						Budget: (tick one)		Capital	☒	Operating	
Project/Contract Number:						WBS No./Cost Centre No.:					
Contractor:						Project/Contract Start Date:					
Consultant:						Project/Contract End Date:					
CLO Name:			CLO ID Number:			Project/Contract Value (incl. allowance for escalation/excl. VAT):					
Month:						Project Labour Intensity Target/Specified Minimum Targeted Labour Contract Participation Goal:					
Total value of work done to date (incl. escalation/excl. VAT):											
Number of workers	Name	Surname	ID Number/DOB	Targeted Labour (Y/N)	Daily Rate	Number of days worked this month (incl. training)	Disabled (Y/N)	Number of training days this month	Course Name	Training Service Provider	
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
	Totals for sheet										
	Sheet				of						

Signatures**Contractor:** _____**Date** _____**Consultant/Project Manager:** _____**Date** _____

ANNEX 3

CONTRACT NO. AND NAME: _____

CONTRACTOR: _____

TARGETED LABOUR CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO.
...

Value of the contract (as defined in Schedule 21: Preferencing Schedule) (P*)	R	Specified Targeted Labour Contract Participation Goal	%
---	---	---	---

Name of Contractor/Sub-contractor (list all)	Total previous expenditure on wages in respect of targeted labour	Net Amount for this month ¹	Total expenditure on wages in respect of targeted labour
Contractor			
Sub-contractor A			
Sub-contractor B			
¹ Documentary evidence to be provided			
Total:			
Expressed as a Percentage of P*			%

Signatures

Contractor: _____ Date _____

Engineer/
Engineer's
Representative: _____ Date _____

ANNEX 4

CONTRACT NO. AND NAME:

CONTRACTOR:

TARGETED ENTERPRISES CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO.
.....

Value of the contract (as defined in Schedule 21: Preferencing Schedule) (P*)	R	Specified Targeted Enterprises Contract Participation Goal	%
---	---	--	---

Name of Targeted Enterprise (list all)	Total previous expenditure (excl VAT) in respect of targeted enterprises	Net Amount for this month ¹	Total expenditure (excl VAT) in respect of targeted enterprises
Enterprise A			
Enterprise B			
Enterprise C			
¹ Documentary evidence to be provided			
Total:			
Expressed as a Percentage of P*			%

Signatures

Contractor: Date

Engineer/
Engineer's
Representative: Date

C4

C4 Site Information

C4.1 LOCATION

The project is located across four (4) towns within the Langeberg Municipal area, namely, Robertson, Ashton, Montagu and Bonnievale. and comprises a total length of approximately 14km. The project is located approximately 200 km in an Easterly direction from Cape Town.

The following locality plan shows the location and extent of the project:



The road segments per project area (town) is shown in the C5 Drawings

C4.2 CLIMATE

The area has a moderate climate. The Lowest temperatures are experienced in July while the highest temperatures were historically recorded in February with temperatures reaching beyond 40°C during January and February. Temperatures below 0 °C have also been recorded during the coldest months.

The highest rainfall has been recorded during the months of June, July and August. July has the highest rainfall recorded at 35mm. The lowest rainfall has been recorded between the months of January and February. The highest rainfall has been recorded in the area along the Langeberg Mountains (between 400mm and 1000mm per year).

The predominant summer wind direction is Southeast, and the North Westerly wind blows predominantly in winter. The mean wind speed has been recorded at 3 – 6m/s within the Municipal area.

This project area falls within the semi-arid region of the country (according to the *South African Pavement Engineering Manual Chapter 10*), with the following climatological related indices:

Thornwaite's Moisture Index (I_m):	-40 to -20
Climatic Region:	Semi-Arid
Weinert Number:	N = 2 – 5 (Moderate)

The value of N= 2 - 5 signifies moderate climatic conditions. The project thus falls in a climatic area which tends towards being dry, having relatively warm dry summers and cold wet winters.

C4

This has an important bearing on the mode of rock weathering. For N-values between 2 and 5, chemical decomposition is the predominant mode of rock weathering. In this case residual soils and gravels can be expected to be shallow and sparse

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:



 LANGEBERG MUNISIPALITEIT MUNICIPALITY MASIPALA	TITLE	PROJECT LOCALITY MAP	SCALE	SIZE
			N.T.S	A3
			DRAWING No	REV
			2022-02-RDS-001	0

ROBERTSON

Prioritised Road Segments

Legend

T01/2023



FOR TENDER PURPOSES

[Signature]

ASTHON

Prioritised Road Segments

Legend

T01/2023



FOR TENDER PURPOSES

Signature

MONTAGU

Prioritised Road Segments

Legend

T01/2023



FOR TENDER PURPOSES

[Signature]

TITLE

MONTAGU ROAD LAYOUT PLAN

SCALE

N.T.S

SIZE

A3

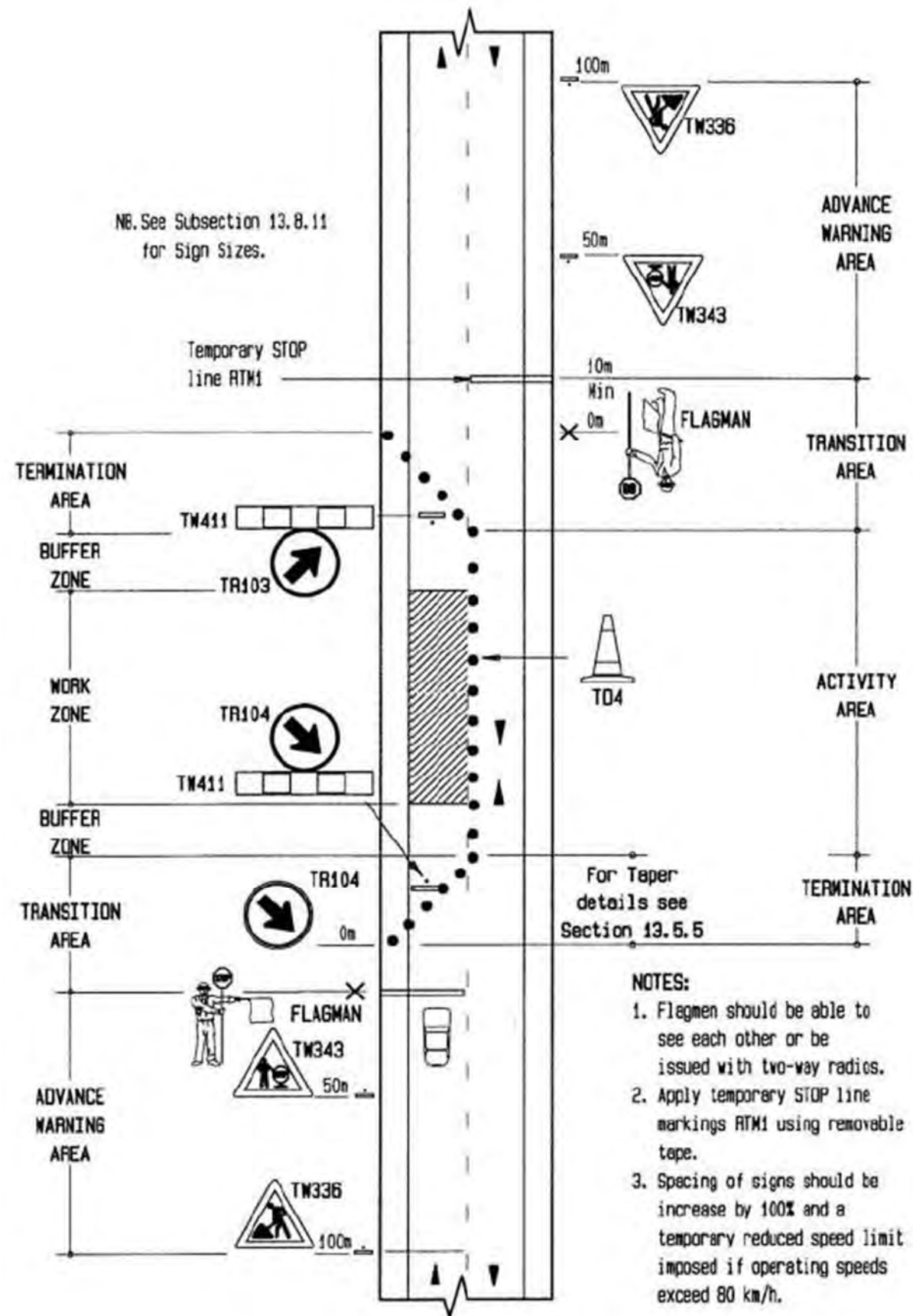
DRAWING No

2022-02-RDS-004

REV

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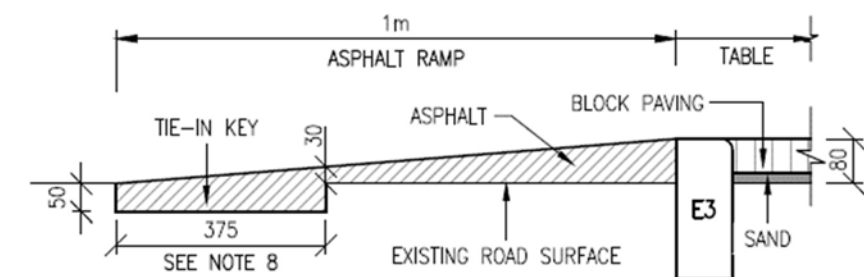
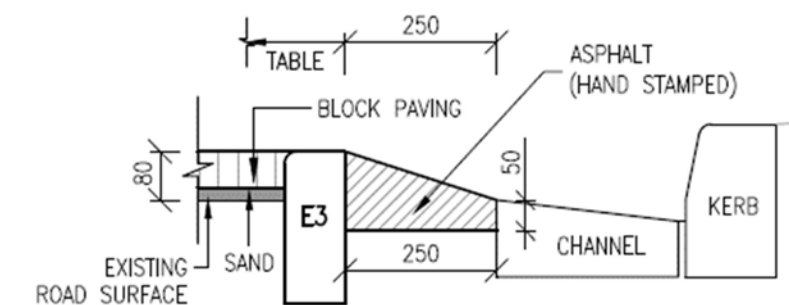
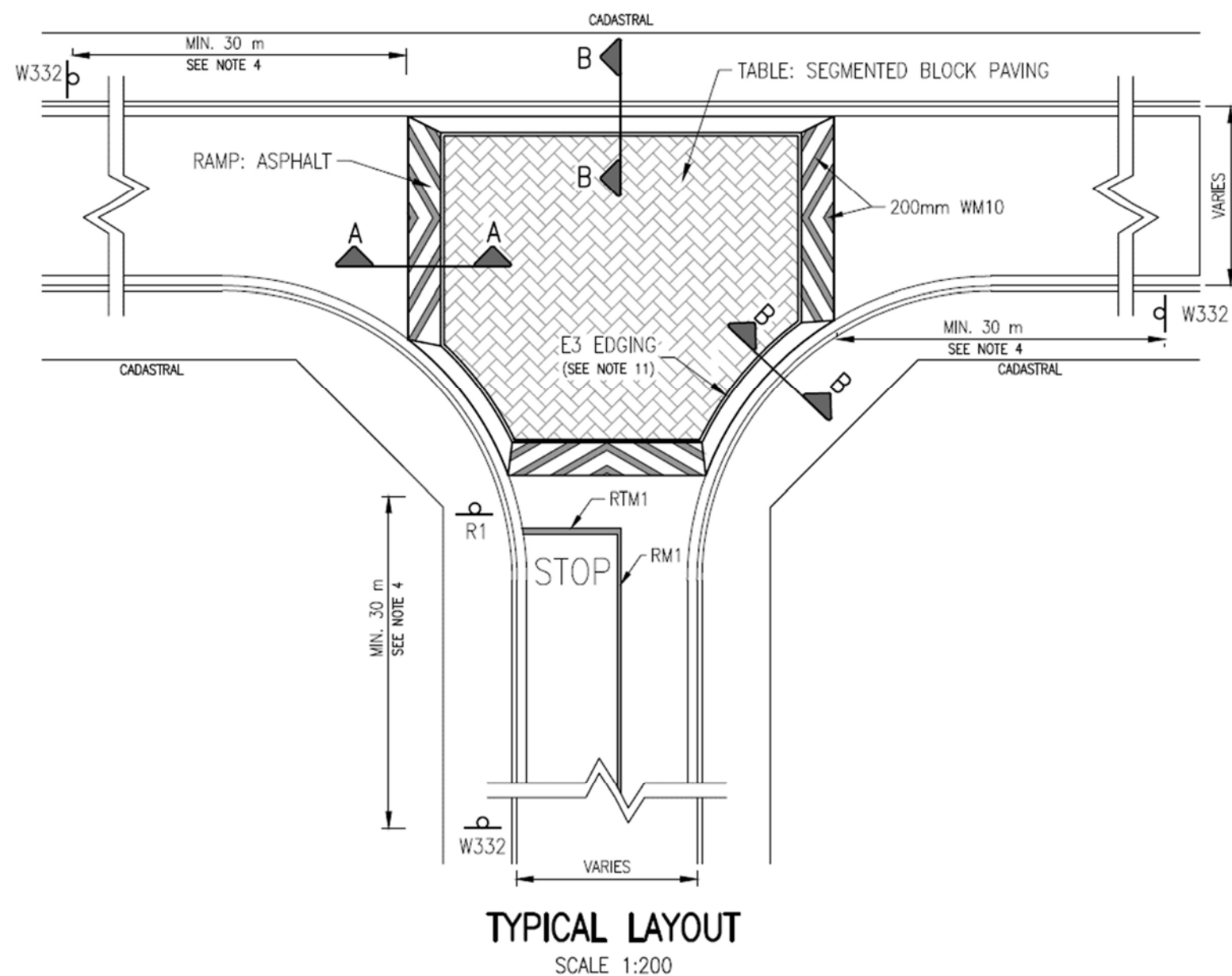




MAINTENANCE UNIT INVENTORY			
Sign	No	Size (mm)	Quantity
	TW336	1200	2
	TW343	1200	2
	R1.5A/ R1.5B	750	2
	TR103 TR104	1200	1 2
	TW411	300 X 1800	2
	FLAG	450 X 450	2
	TD4	450 Min	20 Min. plus 10 per 100m site length
	TR214	1200	2
	TR201-80 AND TR201-60	1200	2 2

FOR TENDER PURPOSES

John



NOTES:

1. ROAD MARKINGS AND SIGNS TO COMPLY WITH "SADC-RTSM-VOL1" AND "SARTSM-VOL2".
2. ALL ROAD SIGNS SHALL BE 600mm IN SIZE AND MUST HAVE CLASS 3 RETRO-REFLECTIVE BACKGROUND MATERIAL. REFER TO DRAWING RM4 FOR ROAD SIGN SUPPORT INSTALLATION DETAILS.
3. ROAD MARKINGS TO BE PAINTED WITH RETRO-REFLECTIVE ROAD MARKING PAINT.
4. THE W332 SIGNS SHALL NOT BE INSTALLED IN FRONT OF DRIVEWAYS.
5. SIGNS MUST BE ERECTED PRIOR TO THE CONSTRUCTION OF THE RAISED INTERSECTION. ROAD MARKINGS TO BE PAINTED AFTER CONSTRUCTION IS COMPLETE, ALLOWING ENOUGH TIME FOR ASPHALT TO COOL.
6. THE RAMPS SHALL BE CONSTRUCTED WITH ASPHALT AND THE TABLE FROM SEGMENTED BLOCK PAVING, AS SPECIFIED BY THE APPROVAL AUTHORITY.
7. THE TABLE HEIGHT SHOULD AT ALL POINTS BE A FIXED DISTANCE ABOVE THE UNDERLYING STREET LEVEL (i.e. THE SHAPE OF THE TABLE SHOULD RESEMBLE THE SHAPE OF THE UNDERLYING LAYER).
8. ALL TIE-IN KEYS TO BE MECHANICALLY (SAW) CUT.
9. THE SLOPE OF THE ASPHALT RAMP SHALL NOT EXCEED 1:10.
10. ON RADII, E3 EDGINGS SHALL BE SAW CUT INTO 330mm LENGTHS.
11. REFER TO DRAWING RD1.3 FOR EDGING INSTALLATION DETAILS.
12. ANY EXISTING MANHOLES LOCATED WITHIN THE RAISED INTERSECTION SHALL BE RAISED TO THE NEW SURFACE HEIGHT.

FOR TENDER PURPOSES

Signature

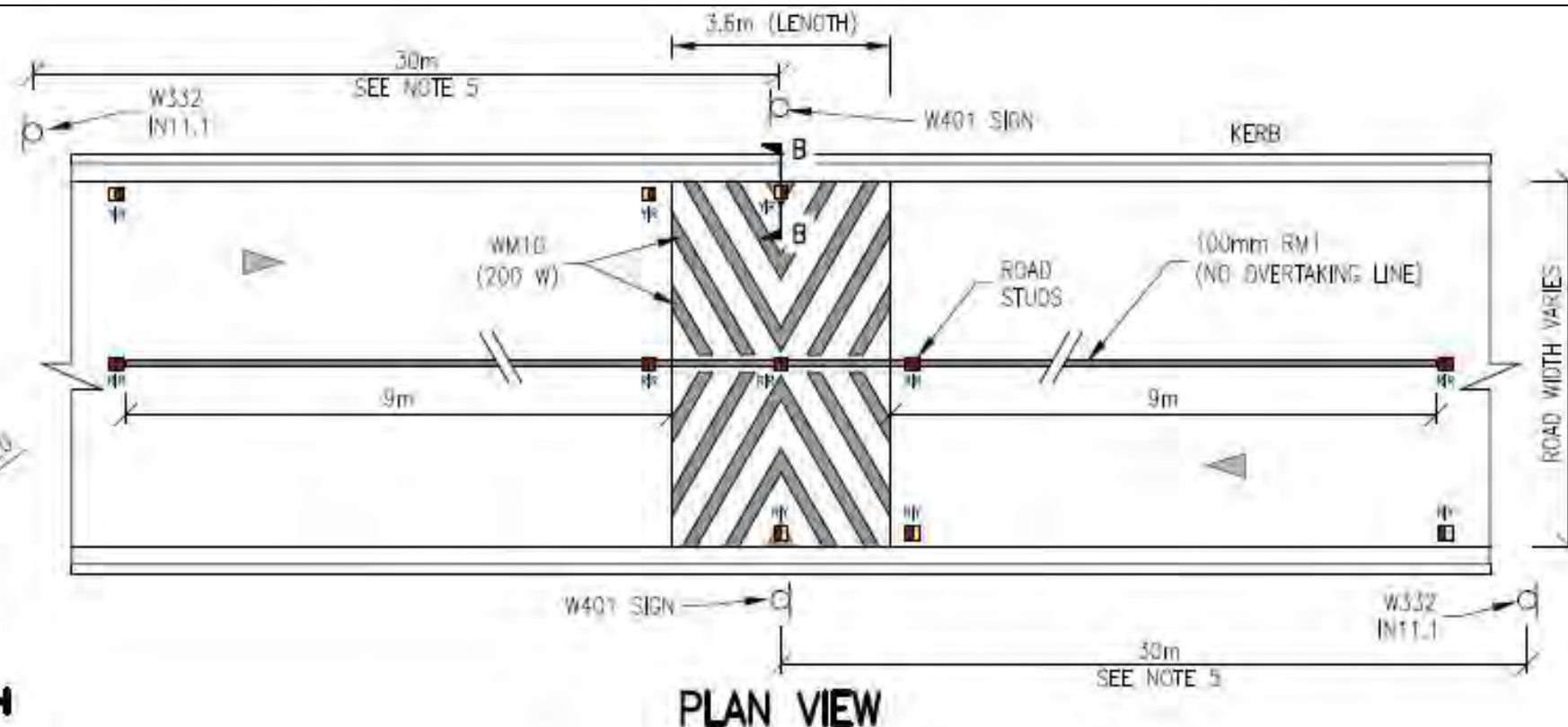
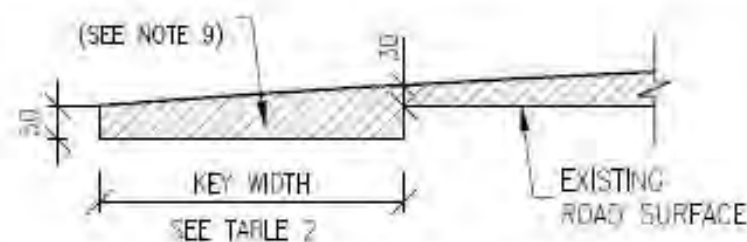
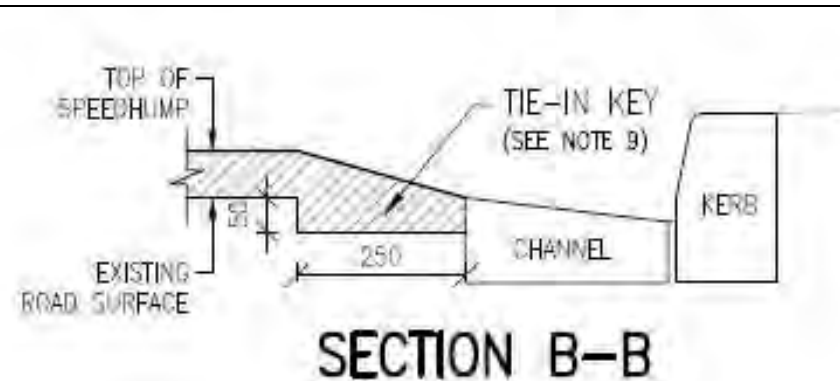
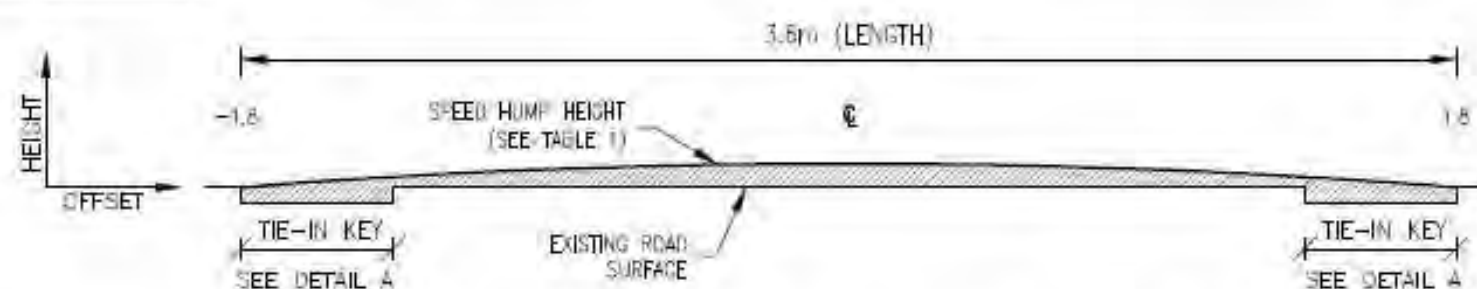


TABLE 2	
SPEED	KEY WIDTH (mm)
30km/h	450
40km/h	500
50km/h	650

TABLE 1: SPEED HUMP PROFILE																				
HEIGHT (mm)	30km/h	0	15	28	39	49	56	62	67	69	70	69	67	62	56	49	39	28	15	0
	40km/h	0	13	25	34	42	48	53	57	59	60	59	57	53	48	42	34	25	13	0
	50km/h	0	11	20	28	35	40	44	48	49	50	49	48	44	40	35	28	20	11	0
OFFSET (m)		-1.8	-1.6	-1.4	-1.2	-1.0	-0.8	-0.6	-0.4	-0.2	0	0.2	0.4	0.6	0.8	1.0	1.2	1.4	1.6	1.8



NOTES:

1. SPEED HUMPS SHOULD NOT BE PLACED AT DRIVEWAYS OR STORMWATER CATCHPITS OR LOCATED ON EXISTING MANHOLES/STRUCTURES.
2. ROAD MARKINGS AND SIGNS TO COMPLY WITH "SADC-RTSM-VOL1" & "SARTSM-VOL2".
3. ALL ROAD SIGNS MUST HAVE CLASS 3 RETRO-REFLECTIVE BACKGROUND MATERIAL.
4. ROAD MARKINGS TO BE PAINTED WITH RETRO-REFLECTIVE ROAD MARKING PAINT.
5. THE W332 AND IN11.1 SIGNS SHOULD PREFERABLY BE LOCATED WITHIN 30m AHEAD OF THE SPEED HUMP.
6. SIGNS SHOULD NOT BE INSTALLED IN FRONT OF DRIVEWAYS AND SHALL NOT BE OBSTRUCTED BY LANDSCAPING OR OTHER SIGNS/STRUCTURES.
7. SIGNS MUST BE ERECTED BEFORE THE SPEED HUMP IS CONSTRUCTED. ROAD MARKINGS TO BE PAINTED AFTER CONSTRUCTION IS COMPLETE, ALLOWING ENOUGH TIME FOR ASPHALT TO COOL.
8. SPEEDHUMP TO BE CONSTRUCTED FROM ASPHALT. THE ASPHALT TYPE TO BE SPECIFIED BY THE APPROVAL AUTHORITY.
9. ALL TIE-IN KEYS TO BE MECHANICALLY (SAW) CUT.
10. REFER TO DRAWING RM4 FOR ROAD SIGN SUPPORT INSTALLATION DETAILS.
11. CORNERS OF THE W401 SIGNS TO BE ROUNDED AT 20mm RADII, IN ORDER TO IMPROVE PEDESTRIAN SAFETY.
12. ROAD STUDS SHALL BE IN ACCORDANCE WITH THE LATEST VERSIONS OF SANS 1442, 1463-1 AND 1463-2. REFER TO SECTION 9.4 FOR FURTHER DETAILS.
13. WM10 ROAD MARKINGS SHALL BE PAINTED IMMEDIATELY AFTER CONSTRUCTION AND MAY REQUIRE REPAINTING IF "BROWNING EFFECT" OCCURS.
14. WM12 "NO STOPPING LINES" SHALL BE PROVIDED, IF REQUIRED BY APPROVAL AUTHORITY.

FOR TENDER PURPOSES

[Signature]